

LETTER OF UNDERSTANDING

This Letter of Understanding ("Letter") is made by and between Great American Life Insurance Company ("GALIC"), an Ohio corporation, with offices at 301 East Fourth Street, Cincinnati, Ohio 45202 and agent signatory ("Agent") noted below.

WHEREAS GALIC may from time to time, and in association with the Agent, provide a nonaffiliated third-party service provider with customer information in order for the third party to perform business or professional services, such as account analysis on behalf of GALIC and Agent ("Purpose");

WHEREAS there is a written agreement between the nonaffiliated third party and GALIC that prohibits the nonaffiliated third party, as the case may be, from disclosing or using the nonpublic personal information other than to carry out the purpose for which the financial institution disclosed the information, as set forth in the written agreement with the nonaffiliated third party .

WHEREAS the nonpublic personal information provided to the nonaffiliated third party is limited to that which is necessary for the nonaffiliated third party to perform the services covered by the agreement with the financial institution, for the benefit of the Agent;

WHEREAS the financial institution does not receive any payment from or through the nonaffiliated third party in connection with, or as a result of, the release of the nonpublic personal information.

NOW THEREFORE, the parties agree as follows:

1. Agent shall use such Confidential Information solely for the noted Purpose and for no other purpose. Except as provided in this Letter, Agent will not use, discuss, notify, divulge, or relay any Confidential Information provided by GALIC to the nonaffiliated third party for any purpose other than its intended Purpose, without GALIC's prior written authorization. Agent shall protect Confidential Information in its possession from unauthorized access, use, or disclosure using at least the same measures and safeguards that Agent uses to protect its Confidential Information, but in no case less than a commercially reasonable degree of care. Agent shall not disclose Confidential Information to any entity or individual, other than its own or its affiliates' employees, agents and third party providers (including, but not limited to: accountants, attorneys, consultants) who need to know such information for the sole purpose of assisting the parties in furtherance of the Purpose of providing financial planning analysis, and who made aware of the restrictions and obligations contained herein as a condition precedent to obtaining or accessing Confidential Information.
2. At any time during or after the term of this Letter, at GALIC's written request, Agent shall return all Confidential Information, or destroy all such copies and certify in writing to GALIC that all such Confidential Information has been destroyed. Notwithstanding the

forgoing, Agent may retain one copy of the Confidential Information for record retention and/or regulatory purposes.

3. This Letter shall be binding upon, and shall inure to the benefit of GALIC and the Agent and their respective successors and assigns. All modifications to this Letter must be in writing and signed by GALIC and the Agent.
4. This Letter shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of Ohio without regard to its conflicts of laws principles, and all litigation matters shall be heard and determined by state courts located in Hamilton County, Ohio or in federal courts located in the Southern District of Ohio.
5. If any provision of this Letter is found to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. Failure by either party to enforce any provision herein shall not be deemed a waiver of such provision or any right, privilege, or legal remedy. The enforceability of this Letter is independent of any other understanding, agreement or relationship between the parties.

AGENT ACCEPTANCE and ACKNOWLEDGEMENT

Name: _____

Signature: _____

Date: _____

Address: _____

NONAFFILIATED THIRD-PARTY SERVICE PROVIDER

Name: Orion _____

Contact Information: _____
