


Fort Dearborn Life Insurance Company®

A Dearborn  NATIONAL BRAND COMPANY

Phone Number: 800.282.6363

General Agent / Producer Request for Appointment Form

Main Administrative Office: 1020 31st Street
Downers Grove, IL 60515-5591

Please select one:

- Producer is currently appointed with insurance carrier List State(s): _____ FDL Agent# _____
- Producer was previously appointed with insurance carrier List State(s): _____
- This is a new Request for Appointment with insurance carrier

Producer Identification: Producer/Broker General Agent NMO TPA Other: _____

PLEASE PRINT - All questions must be completed

Full Legal Name: _____
First Middle Last

Business Name: _____
[Note: Please list all business names utilized]

(Check Box for desired mailing address)

Resident Address _____
Street City State County Zip + 4
Resident Phone: () _____ FAX: () _____

Business Address _____
Street City State County Zip + 4
Business Phone: () _____ FAX: () _____

E-mail Address: _____

Social Security #: _____ Date of Birth _____

Drivers License Number: _____ State of Drivers License _____

Corporation Tax ID #: _____ Name Principals _____

Partnership Tax ID #: _____

Commissions:

Send To: Residence Address Business Address

LICENSE INFORMATION - ATTACH CURRENT COPY OF LICENSE AND APPROPRIATE STATE FORMS.

(License(s) must be provided in order to receive commissions)

Products:

- Group Life Health 401(k) [Series VI & Variable License]
- Group Ltd Life 403(b) (transfers only)

Resident State License Number(s): _____

Requested RESIDENT Appointment (Appt.) for:

State: _____ Type: _____ License: _____

Requested NON-RESIDENT Appt. for: Requested NON-RESIDENT Appt. for: Requested NON-RESIDENT Appt. for:

State: _____ State: _____ State: _____

Type: _____ Type: _____ Type: _____

License#: _____ License#: _____ License#: _____

Evidence of Errors and Omissions Insurance (Please provide)

- Copy of Application, policy face page and evidence that it is in-force

If more space is needed, please attach additional information.

Products and services marketed under the Dearborn National™ brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

PRODUCER QUESTIONS - If your answer is "Yes" to any of the questions below, please write details on a separate sheet and attach. **FAILURE TO DISCLOSE MAY RESULT IN A DECLINE OF YOUR APPLICATION.**

- 1. Are you now being sued or have you ever been sued or had a judgment rendered against you? Yes No
- 2. Have you ever filed for bankruptcy or sought protection from your creditors? Yes No
- 3. Have you ever been charged, or convicted, or pled guilty or nolo contendere ("no contest") to:
 - a. Any felony? Yes No
 - b. Any misdemeanor involving investments, securities, insurance, real estate, or any type of financial instrument? Yes No
- 4. Has any federal or state regulatory agency ever:
 - a. censored you, threatened to suspend or terminate, or suspended or terminated your license(s) to sell securities, insurance, annuities, real estate, or any other type of financial instrument? Yes No
 - b. found you made false statement(s) or omissions or been dishonest, unfair, or unethical? Yes No
 - c. found you have been involved in a violation of investment, real estate, or insurance related statutes or regulations? Yes No
 - d. found that you were a cause in an investment, real estate, or insurance agency or business having its authorization to do business denied, suspended, revoked or restricted? Yes No
- 5. Are you now or have you ever been prevented from engaging in any activities related to securities, insurance, annuities, real estate, or any other type of financial instrument? Yes No
- 6. Have you ever been discharged or permitted to resign because you were accused of violating investment, real estate, or insurance related statutes, regulations, rules of industry standards of conduct? Yes No
- 7. In the last five years, have any agent or broker contracts, which you held with investment, real estate, or insurance companies or agencies been canceled for cause? Yes No
- 8. In the last five years, has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or refused renewal? Yes No
- 9. Has any insurance company ever paid a claim on a bond taken out on your behalf? Yes No
- 10. Have you ever been:
 - a. charged with a criminal offense involving government business? Yes No
 - b. listed by a federal government agency as debarred? Yes No
 - c. proposed for disbarment or suspension? Yes No
 - d. otherwise excluded for federal program participation? Yes No
- 11. Do you have a child support obligation in arrearage or are you the subject of a child support related subpoena or warrant? Yes No

CREDIT / INVESTIGATIVE REPORT NOTICE and RELEASE FORM

I certify that I have reviewed this application and that my answers are true. I acknowledge that this application will form a part of my agent's contract with the Company. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of the Company for rejecting this application or for termination of my contract.

Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this form is my correct taxpayer identification number.

Name of Applicant: _____

Signature of Applicant: _____ Date: _____

Signature of Sales/Marketing Representative: _____ Date: _____

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This Agreement, effective _____, or if no date is given, as of the date executed below by Fort Dearborn Life Insurance Company® (hereinafter called the "Company" or "FDL"), is made between FDL and _____, or if no party is listed, the party designated as the Agent at the end of this Agreement (hereinafter called the "Agent", "you", or "your"), having its principal office at: _____, or if no address is given, the address designated for the Agent at the end of this Agreement.

In consideration of the mutual promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS.

- (a) **"Case"** means the offer and/or sale of one or more Product(s) to the same party as part of a single transaction or closely related set of transactions.
- (b) **"Compensation"** means overrides, commissions, allowances, service fees, any other remuneration payable, under the terms of this Agreement, to the Agent for the sale and servicing of Product.
- (c) **"Complaint"** means any written or oral communication from any person expressing a grievance regarding either: (a) an FDL Product or service, or (b) an action or communication of the Agent or one of its present or former officers, or employees.
- (d) **Dearborn National Trademarks** means the Dearborn National brand name, "Star Logo" mark, and Dearborn National Group Brand name.
- (e) **HCSC** shall mean Health Care Service Corporation, an Illinois Mutual legal reserve company and the parent of FDL.
- (f) **HCSC Businesses** shall mean, collectively and severally, Fort Dearborn Life Insurance Company, Fort Dearborn Life Insurance Company of New York, Colorado Bankers Life Insurance Company, Preferred Financial Corporation, Dental Network of America LLC, and Health Care Exchange, LTD dba DenteMax.
- (g) **"Law"** shall mean any Federal, State or other governmental body's laws, regulations, or orders.
- (h) **"Product"** means those insurance policies, certificates, annuity contracts or related services as described in a Product Addendum and/or Compensation or Commission Schedule attached to and/or incorporated into this Agreement.
- (i) **"Records"** means all documents or electronic storage medium regarding a Product or the business or affairs of FDL or any of its affiliates or subsidiaries. Records shall not include information, data or documents which are not produced at the request of, or on behalf of, or for use by FDL and which do not contain identifiable information about the owner, participants, or any party claiming an interest in the Product.

2. APPOINTMENT AND DUTIES.

- (a) **Appointment.** FDL hereby appoints the Agent to lawfully market, solicit and distribute Product on behalf of FDL as set forth in this Agreement. The Agent hereby accepts this appointment. This appointment is not exclusive.
 The Agent may not appoint subagents under this Agreement without the express consent of FDL, and will exercise all authority conferred herein personally or through Agent's employees and no others.
- (b) **Licensing.** The Agent warrants and represents that it and its employees are duly licensed and authorized to

lawfully market, solicit and distribute the Product as set forth in this Agreement in all jurisdictions where the Agent does, or purports or intends to do, business with FDL.

- (c) **Duties.** The Agent agrees that it shall:
 - (1) solicit applications for the Product, deliver and service the Product in accordance with the terms and conditions of the Product, any FDL rules or practices, any applicable Laws, this Agreement, and any approved marketing materials provided to the Agent by FDL, which materials are incorporated into this Agreement by reference;
 - (2) except as otherwise expressly provided, collect and promptly remit to FDL, all applications taken and the premium or payment received for any Product, and all required forms regarding Products solicited by or through the Agent;
 - (3) ensure that all Products issued by FDL, sent to the Agent for delivery to a FDL customer, are delivered to that customer within thirty (30) days of receipt, or as otherwise instructed in writing by FDL;
 - (4) maintain appropriate insurance licenses and be in good standing with all applicable regulatory authorities;
 - (5) maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including anti-money laundering and anti-terrorism financing procedures and controls;
 - (6) immediately forward all Complaints to FDL in accordance with **Section 35**;
 - (7) cooperate with FDL in responding to any regulatory investigation or any judicial proceeding;
 - (8) comply with all Laws applicable to activities it conducts under or related to this Agreement;
 - (9) inform FDL immediately in the event any State or jurisdiction fines or sanctions the Agent or takes action limiting or restricting the Agent's authority or right to do business in such State or jurisdiction;
 - (10) comply with all the rules and practices of FDL;
 - (11) monitor its employees;
 - (12) communicate information from FDL to its employees, as necessary and appropriate to comply with its duties under this Agreement; and
 - (13) be responsible to ensure that all its employees comply with all the above.

3. SOLICITATION RIGHTS.

The Agent agrees that FDL has the right, both during and after the termination of this Agreement, to communicate with the policyholders, certificate holders and/or customers of the

Products and services marketed under the Dearborn National™ brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) and certain of its affiliates. Fort Dearborn Life Insurance Company® offers insurance products in all states (excluding New York, where it is not licensed and does not solicit business), the District of Columbia, Puerto Rico, the United States Virgin Islands, the British Virgin Islands and Guam. In New York, insurance products are offered by Fort Dearborn Life Insurance Company® of New York (Pittsford, NY). Product features and availability vary by state and company, and are solely the responsibility of each affiliate.

Products for any purpose, including, but not limited to: advertising FDL's products and services; responding to inquiries; conservation of business; servicing the Products; and paying claims.

4. ADVERTISING AND PUBLICITY AND INTELLECTUAL PROPERTY.

The Agent agrees to obtain prior written approval from FDL before using, disseminating or publishing any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, stationary, business cards, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving the name, trademarks, service marks, or products or services of FDL or of FDL's officers, affiliates, or parent.

5. USE OF DEARBORN NATIONAL TRADEMARK

The Producer may use the Dearborn National Trademarks only after HCSC or FDL or another of the HCSC Businesses have specifically granted authorization to the Producer in writing to do so. In the event that the Producer receives such authority, the Producer agrees that such authority is subject to the following:

(a) **License Grant.** Subject to all of the terms and conditions set forth in this Agreement, such grant of authority is a non-exclusive, royalty free, limited, revocable license to use the applicable Dearborn National Trademarks as follows:

- (1) The Producer may use the Dearborn National Trademarks only for the purpose of promoting, advertising and selling the insurance products and related services of HCSC Businesses (which products and services shall referred to as the "HCSC Business Services") for which you are an authorized producer and/or agent.
- (2) The Producer may use the Dearborn National Trademarks on Producer website(s) (the "Website(s)"), as long as the Producer furnishes FDL with the address of such website prior to posting the Dearborn National Trademarks on such site.
- (3) The Producer may print, copy, publish on the Producer's Website(s) and distribute (in paper form or electronically) promotional materials bearing the Dearborn National Trademarks that have been created and provided to you by HCSC and/or one of the HCSC Businesses ("Authorized Materials") solely for the purpose of promoting, advertising and selling the Services for which you are an authorized producer and/or agent.
- (4) The Producer may use the appropriate Dearborn National Trademark to create and describe a hypertext reference link to Authorized Materials published on the Producer Website(s) or to the Dearborn National website home page.
- (5) The Producer may not use any meta-tags, keyword buys or any other "hidden text" utilizing the Dearborn National Trademarks without the prior knowledge and express written consent of FDL.
- (6) The Producer shall comply with all trademark policies and usage requirements for the Dearborn National Trademarks communicated to the Producer from time to time by HCSC and/or one of the HCSC Businesses.
- (7) The Producer may not use the Dearborn National Trademarks on or in connection with any materials, whether in hard copy or electronic form, that have been created and provided to you by

anyone other than HCSC or one of the HCSC Businesses. If the Producer wishes to create materials containing any Licensed Mark or to use any materials containing any Licensed Mark that have not been provided by HCSC or one of the HCSC Businesses, the Producer must first seek the prior consent and written approval of FDL to do so. FDL shall have the sole discretion to approve or to withhold its approval of the materials for any reason, to require modifications to the materials and/or to otherwise condition the use of such materials on any terms that it deems appropriate in the circumstances.

- (8) The Producer may not modify or alter the Dearborn National Trademarks without the prior knowledge of and written consent from FDL.
 - (9) All rights pertaining to the Dearborn National Trademarks not expressly granted to the Producer in this Agreement are reserved to HCSC and its HCSC Businesses.
- (b) **Ownership.** HCSC is and shall be the owner of the Dearborn National Trademarks and any modifications to the Dearborn National Trademarks made by or on behalf of HCSC or the Producer. The Producer use of the Dearborn National Trademarks inures to the benefit of HCSC and the Producer will not, by virtue of the Producer's use of the Dearborn National Trademarks and any modification thereto, acquire any ownership rights in the marks. The Producer agrees that, during the term of this Agreement, the Producer will not directly or indirectly contest, challenge, harm, misuse or bring into disrepute HCSC, the Dearborn National Trademarks, the HCSC Businesses, or any other of HCSC's trademarks, service marks, trade names, logos, designs, copyrights, domain names or other designations nor will the Producer assist others in doing so.
- (c) **Intellectual Property Protection.** HCSC has the sole and exclusive right, but not the obligation, to register trademarks, service marks, domain names and trade names that include the Dearborn National Trademarks and variations thereof. The Producer will not claim ownership of or seek to register with any local, state, or national government, or other governing body, any trademarks, service marks, domain names, trade names, fictitious names, corporate names or other business names that consist of or contain any of the Dearborn National Trademarks or any colorable imitation of any HCSC Trademark names or marks, without FDL's prior knowledge and written consent.
- (d) **Rights Are Non-Transferable.** The Producer may not transfer any of the rights granted to the Producer under this **Section 5** without FDL's prior and express written consent. Any agreement purporting to transfer such rights to another person made without FDL's prior and express written consent is and shall be void.
- (e) **Quality Control.** To ensure that the Producer's use of the Dearborn National Trademarks is consistent with HCSC's reputation for high quality and with the goodwill associated therewith, the Producer grants HCSC, FDL or their duly authorized representatives the right to inspect and review the Producer's use of the Dearborn National Trademarks. The Producer will make any changes reasonably requested by FDL related to the Producer's use of the Dearborn National Trademarks. Upon request, the Producer will certify the Producer's compliance with the terms and conditions of use of the Dearborn National Trademarks as set forth in this Agreement and/or identify and

explain any areas non-compliance and the steps the Producer has taken or will take to remedy any such non-compliance.

- (f) **Termination.** The authority granted under this **Section 5** shall be continued unless terminated. Either Party may terminate such authority with or without cause upon thirty (30) days written notice to the other Party. Such authority automatically terminates upon the termination or expiration of this Agreement. Upon termination of the Producer's rights to use any Dearborn National Trademarks, the Producer shall immediately cease all further use of such marks, return all applicable Authorized Materials containing such marks to FDL and destroy all other materials in the Producer possession, custody or control that bear or contain any such marks.

6. APPLICATION TREATMENT.

The Agent and its employees must ensure the completeness of any application or enrollment form, which they are involved, or should be involved, in taking or helping to complete, for each Product, including, but not limited to, information necessary to comply with the USA PATRIOT Act anti-money laundering requirements. The Agent and its employees must also ensure the completeness of any forms required by Law or FDL. All the responses to the questions on the application and other forms shall completely and accurately reflect the applicant's responses. The Agent and its employees shall ensure that the applicant or other appropriate party reviews the application and/or all other forms required by Law or FDL before they are signed by such party. All such forms must be signed in the presence of the Agent.

7. SUBAGENTS

The Agent may not appoint subagents under this Agreement without the express consent of FDL, and will exercise all authority conferred herein personally or through Agent's employees and no others.

8. AGENT OF RECORD.

The Agent shall be deemed to be the authorized Agent of Record for each policyholder of the Product the Agent solicits and places with FDL, unless the policyholder notifies FDL of a revocation of the designation of such Agent as its Agent of Record or such designation otherwise is contrary to the rules of FDL. Unless specifically provided otherwise in this Agreement or in writing by FDL, revocation of such designation by a policyholder or determination by FDL that the Agent is no longer the Agent of Record for a policyholder or party, shall cause the termination of commissions payable under this Agreement for any Product FDL issued to such policyholder or party at the end of the month in which such designation is revoked or determined by FDL to have ended.

The Agent of Record for any Product or party will be determined by the records of FDL. Any question as to whether an Agent or producer is an Agent of Record for a party or policyholder shall be determined by FDL in its sole discretion. FDL reserves the right to change the Agent of Record according to its rules and procedures.

9. RESERVATION OF RIGHTS.

FDL reserves the right, immediately, and without prior notice, to: implement and modify any of its rules, guidelines or practices; cease doing business in any State; modify any Product Addenda, including but not limited to Compensation Schedules; substitute a similar Product or cease offering a Product; and refuse to accept applications if such applications do not meet the underwriting or other standards of FDL.

10. FDL BILLING OF GROUPS

Agent agrees that all groups and individuals enrolled or covered by a Product issued by FDL shall be billed directly by FDL, unless FDL expressly agrees otherwise.

11. MARKET CONDUCT PROGRAM.

Agent agrees to comply fully without limitation with, and require its employees, to comply with, all present and future rules, regulations and directives of any nature issued by FDL with respect to market conduct, including but not limited to Laws and rules relating to the suitability of a Product in a transaction.

12. USA PATRIOT Act and Anti-Terrorism.

The Agent agrees that USA Patriot Act imposes obligations on the Agent and, at the direction of FDL, agrees to abide by such requirements as provided by Law and/or delineated in this Agreement or by separate written rule or directive from FDL. Other regulatory requirements, such as the Executive Orders of the U.S. President on terrorism may require the Agent's compliance independent of any FDL directive. The Agent agrees to abide by such requirements and agrees that non-compliance, notwithstanding any other section of this Agreement, shall be grounds for immediate termination of this Agreement, and may result in the declination of an application for Product submitted to FDL.

13. INDEPENDENT CONTRACTOR.

The relationship between FDL and the Agent is intended to be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship of any kind between FDL and the Agent or any of its employees. Further, the Agent is free to exercise its independent judgment as to the time and the manner of performance of the acts authorized under this Agreement. Notwithstanding the independent contractor relationship, the Agent shall not discriminate against any worker, employee, applicant, enrollee, or member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin or status of discharge from the military, nor shall the Agent otherwise commit an unfair employment practice.

14. UNAUTHORIZED ACTS.

Neither the Agent, nor its employees, shall do the following or have any authority, implied or otherwise:

- (a) to alter, waive, modify or discharge any of the terms, rates, conditions of any applications or enrollment forms, insurance policies or annuity contracts or other forms of any Product;
- (b) to incur any indebtedness or liability on behalf of FDL;
- (c) to charge any fees other than those pre-authorized by FDL in writing;
- (d) to authorize premium payments or contributions other than cash or cash equivalents;
- (e) to pay or allow, or offer to pay or allow any inducement or rebate of premium or other consideration not specified in the policy except where permitted by Law;
- (f) to institute any legal proceeding involving FDL or its affiliates, unless such proceeding shall have been approved first in writing by an officer of FDL;
- (g) to adjust or settle any claim or commit to adjust or settle any claim on any Product, unless first authorized in writing to do by FDL;
- (h) to knowingly do business with any person or party who is in violation of the Laws applicable to the activities the Agent or its employees conduct under or related to this Agreement;

- (i) to systematically twist or attempt to twist any policyholder or agent of FDL or induce or attempt to induce any FDL customer, representative, or agent to terminate the Product except if the Product is replaced by a new Product issued through FDL or one of its affiliates.
- (j) to obtain prior written approval from FDL before using, disseminating or publishing any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving FDL's or its officers', affiliates', or parent's name or products or services; or
- (k) to solicit or permit to be solicited applications for Product in any jurisdiction without proper license(s).

15. FIDUCIARY & BOND.

The Agent will act in a fiduciary capacity in the collecting and handling of any premiums. Where so required by Law or if so required by FDL, the Agent will obtain, and require its employees to obtain, necessary fidelity bonds in the amount specified by FDL or any applicable Law, whichever is greater, and will provide evidence of the bond to FDL. A surety, fidelity or indemnifying bond required of the Agent's employees will be for the benefit of FDL first and thereafter for the benefit of the Agent, but in no event shall FDL's recourse against the Agent be conditioned on or in any manner delayed or impaired by the existence or nonexistence, solvency or insolvency, enforcement or failure of such bond.

16. ERRORS AND OMISSIONS INSURANCE

At all times, the Agent shall maintain Errors & Omissions coverage covering the Agent and its employees with limits of no less than one million dollars (\$1,000,000) issued by a carrier rated "A" or better by A. M. Best or other rating agency acceptable to FDL. The Agent agrees to provide evidence of coverage to FDL when requested. Failure to maintain adequate Errors and Omissions coverage may result in the termination of this Agreement.

17. COMPENSATION.

- (a) **Amount Payable.** Subject to the terms of any Product Addendum, Compensation Schedule, or as otherwise stated in this Agreement, FDL shall pay Compensation to the Agent for the sale and/or servicing of Product by the Agent or its employees. Compensation is earned by the Agent as FDL receives premiums.

"Sale and/or servicing of Product" (which may also be referred to as "placement", "place", "placed" or "placing" a Product) means that an agent or producer participates in the solicitation, negotiation, effectuation, or provision of the sale or servicing of Product, and when more than one agent or producer is or may claim to be involved in such activity that such agent and or producer is the Agent of Record for the Product involved.

Unless expressly provided otherwise, the commission percentage(s) FDL may owe regarding the Agent's sale and/or servicing of Products may be changed by amendment to the Product Addenda signed by Agent and FDL, or by written notice from FDL to Agent sixty (60) days in advance of such change. Unless expressly provided otherwise, any such change made by written notice from FDL shall be effective by its terms to Product with policy year effective dates beginning on and after the effective date of such a change in commission rates. A policy year shall

commence with the effective date of each insurance contract and end one year later.

- (b) **Statements.** Compensation statements shall be prepared monthly by FDL and shall be deemed accepted as correct by the Agent unless the Agent notifies FDL, as required in **Section 35** below, to the contrary and provides FDL with evidence of any alleged discrepancy within ninety (90) days following the mailing of each Compensation statement.

If the Agent, within ninety (90) days after a compensation statement is sent to the Agent, fails to assert and adequately validate any discrepancy or question regarding that compensation statement, the Agent thereafter forfeits any entitlement or right to claim any sum or compensation relating to such compensation statement and/or the business referenced in it other than as stated in such statement.

- (c) **Limitations and Reductions.**

- (1) All Compensation will be paid only on premiums attributable to Product that is actually received and retained by FDL, and only if Agent has complied with the terms of this Agreement, the guidelines set out in any FDL guides or training materials that have been provided to the Agent, and all other applicable rules and regulations of FDL.
- (2) No Compensation shall be payable under this Agreement on any premium charges waived under the terms of any policy or contract of insurance for disability or other similar condition and on any premium for coverage issued under the conversion or portability provision of any Product, and no Compensation shall be payable on any interest on due and unpaid premium charges.

- (d) **Chargebacks.**

- (1) FDL shall have the right to discontinue writing or to alter the coverage under any policy or contract executed between a group or individual and FDL, according to the terms of the policy or contract. If FDL rescinds a policy or contract and returns premium charges, or otherwise refunds premiums charges, the Agent shall owe and repay to FDL on demand, as a Chargeback amount, the amount of Compensation the Agent has received on the returned or refunded premium charges. FDL, at its sole discretion, may make an adjustment or offset for such Chargeback amount from future Compensation otherwise due to the Agent.
- (2) If FDL erroneously overpays Compensation to the Agent or pays Compensation that was paid but forfeited under **Section 17(f)**, the Agent will, on demand, repay to FDL such Compensation, as a Chargeback amount. FDL, at its sole discretion, may make an adjustment or offset for such Chargeback amount from future Compensation otherwise due to the Agent.
- (3) In the event FDL elects to recover a Chargeback amount from future Compensation, any unpaid or uncollected Chargeback amount shall remain an immediate obligation and debt of the Agent that FDL may elect to demand at any time.
- (4) If the Agent has succeeded to and carries on any agency formerly conducted by another party, the Agent also will owe and refund compensation on returned premiums or contributions on such business as was written by the predecessor

agency or agents in the same manner and to the same extent as upon the Agent's own business.

(e) **Indebtedness.**

Agent's Debts. The Agent's indebtedness shall include:

- (1) any debt incurred because of the fraud or criminal act of the Agent;
- (2) any outstanding chargeback amount as described in Section 17(d);
- (3) any debt incurred by the Agent because of the actions of an employee or a Subagent; and
- (4) all collection expenses and attorneys fees.

The entire indebtedness as shown in FDL's general ledger accounts may be deemed due and payable at any time, and FDL may exercise any rights or remedies including, but not limited to, charging the Agent interest at ten percent per annum or the legal rate of interest in the State of Illinois, whichever is lower, on the balance of the indebtedness. The Agent further assigns to FDL an interest in all Compensation due or to become due and all other sums owed to or owned by the Agent which may be on deposit with FDL. The Agent's indebtedness shall constitute a first and prior lien against any and all Compensation due or to become due Agent; and FDL may offset such indebtedness against all such compensation in addition to any other remedies available by law. Should FDL grant an extension of time for the payment of any indebtedness, such extension shall not affect in any way the terms of this Agreement or impair the liability of the Agent to FDL.

(f) **Forfeiture of Compensation.** At any time during the term of this Agreement or after this Agreement terminates, the Agent shall forfeit and not be entitled to receive any compensation which otherwise might be due or become due, whether or not vested, if the Agent:

- (1) fails to return upon demand any records or property of FDL;
- (2) perpetuates any fraud or commits any act of dishonesty upon an applicant, policyholder, beneficiary or any party with an interest in the Product;
- (3) is convicted of a felony involving dishonesty or breach of trust;
- (4) misrepresents its status, or its status changes, as pertains to government business;
- (5) violates any Law related to the activities the Agent conducts or is expected to conduct under this Agreement, including but not limited to, any applicable state insurance Law or any Law related to anti-terrorism or anti-money laundering;
- (6) fails to promptly account for or to pay over to FDL money due FDL according to this Agreement and/or FDL's records;
- (7) has its license suspended, revoked or canceled by any governmental or other regulatory authority
- (8) fails to inform FDL immediately in the event any State or jurisdiction fines or sanctions the Agent or takes action limiting or restricting the Agent's authority or right to do business in such State or jurisdiction;
- (9) fails to correct any noncompliance of this Agreement within thirty (30) days after receiving written demand from FDL regarding such noncompliance; or

(10) systematically induces or attempts to induce any FDL customer, representative or agents to terminate Product: (i) prior to the end of the term of such policy or contract; or (ii) if applicable, prior to the end of any surrender schedule or period applicable to a Product, except when Product is replaced by a new Product issued through FDL.

(g) **Compensation after Termination.** Once this Agreement terminates other than pursuant to **Section 25(a)(2)**, FDL shall have the right, solely at its option, to cease paying any further Compensation under this Agreement.

18. CONFIDENTIAL INFORMATION.

(a) **Confidentiality.** During the course of performance under, and during the negotiations preceding, this Agreement, each party will obtain or have access to certain proprietary information, as defined herein, of the other party. Each party acknowledges that all such material is offered on a proprietary basis, for the sole purpose of enhancing this Agreement. Further each party agrees that the original owner of these materials is deemed to be the sole owner of these materials. Each party will only disclose the other party's Confidential Information to those persons who require such information for the purpose of this Agreement and who have been advised and agree to be bound by the terms of this Section.

(b) **FDL Confidential Information.** The term Confidential Information shall include, but not be limited to, the following as it relates to FDL: the names of policyholders, certificateholders or contractholders, insured persons, and beneficiaries, the identity and production of producers, producer Compensation levels, the identity and types of insurance purchased, the distribution network, rate manuals, experience reports, and underwriting standards. The parties agree that confidential information shall not include:

- (1) information already legally in a party's possession prior to the execution of this Agreement;
- (2) information a party legitimately receives from a third party which has a legal right to such information;
- (3) information in the public domain;
- (4) information provided to a State or Federal tax authority pursuant to judicial, regulatory or statutory mandate; and/or
- (5) information, other than as referenced in **Section 18(b)(4)**, which a party discloses pursuant to judicial, regulatory or statutory mandate, provided that the disclosing party has taken all necessary and appropriate steps to advise the other party of such disclosure prior to release of such information and affords the other party adequate opportunity, to the extent legally permissible, to review and, if the other party deems appropriate, contest such disclosure.

(c) **Disclosure.** The Agent also agrees to take all reasonable precautions to prevent the disclosure of the Confidential Information except as permitted under this Agreement.

(d) **Tax matters.** This **Section 18** does not apply for Federal or State tax purposes.

(e) **Survival.** This **Section 18** shall survive termination, for any cause, of this Agreement.

19. HIPAA BUSINESS ASSOCIATE PROVISIONS

(a) **Applicability and General Provisions.**

Solely with respect to Products subject to HIPAA, the Agent and FDL agree that the Agent is a Business Associate of FDL as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 CFR Parts 160 - 164) ("HIPAA" or "Privacy Rule" or "Security Rule" or "Electronic Transactions Rule"), and subject to the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and the implementing regulations, as issued and amended by the Secretary ("HITECH"), that are applicable to business associates (the "HITECH"). Life, accidental death and dismemberment and disability income coverages are not subject to HIPAA. Dental, vision and other medical coverages are subject to HIPAA. The Product Addenda may also identify the specific Products that are subject to HIPAA ("HIPAA Products"). Capitalized terms used in this **Section 19**, and not otherwise defined herein, shall have the meanings set forth in HIPAA and/or HITECH, which definitions are hereby incorporated by reference.

For purposes of this **Section 19** when this Section is applicable, Agent means Business Associate ("BA") and Company means Covered Entity ("CE").

CE and BA agree to incorporate into this Agreement any regulations issued with respect to the HITECH that relate to the obligations of BAs. BA recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH.

(b) Obligations and Activities of BA.

- (1) BA agrees to use or disclose Protected Health Information ("PHI") only as permitted or required by this Agreement or as Required by Law.
- (2) BA agrees to use appropriate safeguards and security measures to prevent Use or Disclosure of the PHI other than as provided for by this Agreement. BA agrees to implement administrative, technical, and physical measures to protect the confidentiality, integrity, and availability of Electronic PHI as required by HIPAA and As required by Section 13401 of HITECH.
- (3) BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of the requirements of this Agreement.
- (4) BA agrees to report to CE any Use or Disclosure of the PHI not provided for by this Agreement of which it becomes aware. BA will make the written report to CE within a time mutually agreed upon by the parties after BA learns of such unauthorized Use or Disclosure. BA's written report will provide sufficient information to inform CE of: (i) the nature of the unauthorized Use or Disclosure; (ii) the PHI used or disclosed; and (iii) what corrective action BA has taken or will take to prevent future similar unauthorized Use or Disclosure.
- (5) BA will report, following discovery and without unreasonable delay, but in no event later than thirty (30) days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. BA shall cooperate with CE in investigating the Breach and in meeting the CE's obligations under the HITECH Act and any other security breach notification laws. Any such report shall include the

identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by BA to have been, accessed, acquired, or disclosed during such Breach.

- (6) BA agrees to report to the CE any successful "Security Incident" - which is any successful (i) unauthorized access, Use, Disclosure, modification, or destruction of Electronic PHI or (ii) interference with BA's system operations in BA's information systems - of which BA becomes aware. BA will make such report to CE's Information Security or Privacy Office within a reasonable time after BA learns of any successful Security Incidents. To avoid unnecessary burden on either party, BA will only be required to report, upon the CE's request, the attempted, but unsuccessful, Security Incidents of which the BA becomes aware; *provided* that the CE's request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.
- (7) BA agrees to ensure that any agent, including a Subagent or subcontractor, to whom it provides PHI received from, or created or received by BA on behalf of the CE, agrees to the same restrictions and conditions and security measures that apply through this Agreement to BA with respect to such information.
- (8) BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI, received from, or created or received by Business Associate on behalf of the CE, available to CE or to the Secretary of the U.S. Department of Health & Human Services or its designee(s) (the "Secretary"). Such records, information or material shall be made available in a time and manner as reasonably requested by CE or designated by the Secretary for purposes of the Secretary determining CE's compliance with the Privacy Rule.
- (9) BA agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for CE to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. BA will send the written report to CE within a time mutually agreed upon by the parties after BA becomes aware of such Disclosures of PHI.
- (10) BA agrees to provide to CE, in a *time* and manner as reasonably requested by CE, information collected in accordance with **Section 19(b)(9)** of this Agreement so as to permit CE to respond in a timely manner to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528 and HITECH.
- (11) BA agrees to provide access to PHI at the request of CE or an Individual, and in the time and manner as reasonably requested by CE, to PHI, to CE or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR § 164.524 and HITECH.
- (12) BA agrees to make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR § 164.526 at the request of CE or an Individual, and in the time and manner mutually agreed by the Parties.

(13) In those instances when BA may conduct Standard Transactions on behalf of the CE, BA will comply with the HIPAA requirements for Standard Transactions and Data Code Sets, pursuant to 45 CFR § Parts 160 and 162.

(c) Permitted Uses and Disclosures by BA.

BA may use or disclose PHI to perform those functions, activities, or services for, or on behalf of, CE with respect to HIPAA Product, which are authorized under this Agreement, provided that such Use or Disclosure would not violate the minimum necessary and/or Limited Data Set requirements of Privacy Rule and HITECH if done by CE, or the minimum necessary policies and procedures of the CE, and is permitted by state law. In instances in which state law is more restrictive than HIPAA, CE will follow state law in the Use and Disclosure of PHI. The following functions, activities or services by BA shall be considered to be performed for, or on behalf of CE in BA's capacity as a BA:

- (1) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration, and legal responsibilities of the BA, provided that the Disclosures are required by Law or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (3) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

(d) Obligations of CE.

- (1) CE shall notify BA of any limitation(s) in its notice of privacy practices of CE in accordance with 45 CFR § 164.520, to the extent that such limitation may affect BA's Use or Disclosure of PHI.
- (2) CE shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's Use or Disclosure of PHI.
- (3) CE shall notify BA of any restriction to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect BA's Use or Disclosure of PHI.

(e) Permissible Requests by CE. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by CE, unless otherwise noted in this Agreement.

(f) Termination.

- (1) In addition to the termination provisions contained in **Section 25** of the Agreement, the Agreement can also be terminated as set out below. When the Agreement terminates, all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, must be destroyed or returned to CE. If it is infeasible to return or destroy PHI, protections must be extended to such information

in accordance with the termination provisions set out below.

(2) Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:

- (i) Provide an opportunity for BA to cure the breach or end the violation and terminate the Agreement if BA does not cure the breach or end the violation within the time specified by CE;
- (ii) Immediately terminate the Agreement if BA has breached a material term of **Section 19** of the Agreement and cure is not possible; or
- (iii) If neither termination nor cure are feasible, CE shall report the violation to the Secretary.

(3) Effect of Termination.

- (i) Except as provided in subsection (ii) below of this Section, upon termination of the Agreement for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
- (ii) In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. BA shall extend the protections of **Section 19** of the Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

(4) Cure of Non-material Breach. CE shall provide an opportunity for BA to cure a non-material breach within the time specified by CE.

(g) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Agreement to HIPAA or HITECH means those laws, as amended, and includes the implementing regulations of those laws as issued and amended.

(2) Amendment. CE may at any time modify or amend one or more provisions of **Section 19** of this Agreement. CE shall use its best efforts to provide at least thirty (30) days prior written notice before these amendments become effective. These amendments will become effective on the date stated by CE unless BA prior to the effective date of the amendments has given notice to CE of BA's intent to terminate the Agreement. In such case the proposed modification or amendment shall not be applicable to BA during the period prior to the termination date.

(3) Survival. The respective rights and obligations of BA and CE under **Section 19(f)(3)** of this Agreement shall survive the termination of the Agreement.

(4) Interpretation. Any ambiguity in **Section 19** of this Agreement or between **Section 19** and the remainder of the Agreement shall be resolved to permit CE to comply with the Privacy, Security and Electronic Transaction Rules. Any conflict between terms of **Section 19** and the remainder of the Agreement shall be resolved so that the terms of **Section 19** supercede the relevant terms of the remainder of the Agreement.

(5) **Severability.** The provisions of **Section 19** of the Agreement shall be severable, and if any provision of such **Section 19** shall be held or declared to be illegal, invalid or unenforceable, the remainder of **Section 19** of the Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.

20. COMPLIANCE WITH GLB

GLB. The Agent acknowledges that FDL, as a financial institution as defined under the Gramm-Leach-Bliley Act (GLB) and under other privacy laws and rules, has certain obligations regarding privacy. The Agent acknowledges that by its relationship and the duties it performs under this Agreement, it may be subject to the same laws and rules. The Agent hereby agrees that this **Section 20** shall govern it in regards to GLB and agrees to execute such documents as may be required by FDL and to cooperate with FDL in its compliance efforts with other federal and state laws and rules on privacy. During the course of the parties' relationship, whether or not in writing, a Party (the "Owner") or its agent may make available to the other Party ("Recipient") or its agent certain non-public personal information as such term is defined in the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation" ("NPI"). Such NPI shall be:

- (a) held confidentially, except to the extent permitted under any written agreement between the parties, as permitted under the Privacy Policy and Practices of Company as communicated in writing to Agent, or as permitted by law. Provided, however, that, no disclosure shall occur until the Agent first notifies FDL as soon as possible after receipt of such legal order to disclose; and
- (b) protected from unauthorized access with the degree of security as required by the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation" or the law enacted by Agent's state of domicile and the states in which Agent does business, whichever is applicable; and
- (c) used for the purposes authorized by FDL in its Agreement with the Agent, the primary purpose of which is to facilitate services on behalf of FDL.

The Agent agrees that while FDL is generally deemed to be the sole owner of NPI, such NPI may on occasion be jointly owned. In that situation the Agent agrees that, it may have independent obligations under the privacy laws and agrees to abide by such obligations.

In addition to the indemnity provisions contained in **Section 24** of the Agreement, the Agent agrees that any use, furnishing, disclosure, dissemination, publication, or revealing in any way of NPI to any person, organization, firm or government agency contrary to law or to this Agreement shall obligate Agent to indemnify and hold Company, its affiliates and subsidiaries, their officers, directors, employees, agents and representatives harmless from any damages, litigation, liability, or claimed liability, claims, and any expenses, including reasonable attorney's fees, and incidental expenses resulting from any such gross negligent use, furnishing, disclosure or revealing of NPI, whether occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by Company.

21. RECORDS.

- (a) **Recordkeeping Duty.** All Records will remain at all times the property of FDL. The Agent will keep true and correct Records and keep books of accounts on all

transactions arising out of this arrangement and will preserve and hold all Records which come into its possession or under its control relating to the Product and to keep such Records in a durable medium as required by any applicable Law. Both FDL and the Agent agree to keep all information required by applicable Laws; to maintain the books, files, accounts and Records in a manner which clearly and accurately disclose the precise detail of the transaction; and to assist one another in the timely preparation of any reports required by Law. The Agent will give FDL reports and information which FDL may request for the purpose of meeting its reporting and Recordkeeping requirements under any applicable Law. All information relating to commission levels, experience reports, and rates shall be maintained by the Agent in confidence and shall not be divulged without the prior consent of FDL.

- (b) **Return of Records.** On termination of this Agreement, the Agent shall return all Records to FDL at reasonable cost to FDL for the packaging and shipping of the records.
- (c) **Disclosure.** Unless otherwise provided in this Agreement or agreed to by the parties, no party to this Agreement shall voluntarily disclose to any third party any Records, books, files, reference manuals, instructions, information or data which concern the other party's business and which are exchanged during the negotiation and performance of this Agreement. The Agent may disclose such Records or other material only if FDL authorizes disclosure and if the disclosure is permitted by applicable Law governing privacy of records. In the event the Agent is served with a subpoena or any other court order which mandates disclosure of records, the Agent must notify FDL immediately by sending a copy of the subpoena or other document to allow FDL sufficient time to protect its interests, in accordance with **Section 35** of this Agreement.

22. DEBARMENT; GOVERNMENT BUSINESS.

The Agent certifies that neither it nor its employees or subcontractors have been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract; (ii) listed by a federal governmental agency as debarred; (iii) proposed for debarment or suspension or otherwise excluded from federal program participation; (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v) within a three (3) year period preceding the date of this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

The Agent also acknowledges and agrees that it has a continuing obligation to notify FDL in writing within seven (7) business days if any of the above-referenced representations change. The Agent further acknowledges and agrees that any misrepresentation of its status or any change in its status at any time during the term of this Agreement may be grounds for immediate termination of this Agreement, at the sole discretion of FDL.

23. AUDITS.

FDL and its representatives will be permitted to audit, at its own expense, the corporate and financial records and files of the Agent and the Agent's compliance as they pertain to the terms and conditions of this Agreement. In order to perform any such audit, FDL and its representatives will be permitted to: (a) visit and inspect any of the properties of the Agent, (b) examine the corporate and financial records and files of the Agent and make copies or extracts of them as they pertain to the Products and this Agreement, and (c) discuss the affairs, finances and accounts of the Agent with the directors, officers, key employees and independent accountants of Agent. The Agent will fully cooperate, at its own expense, with FDL in the performance of any such audit.

24. INDEMNIFICATION.

The Agent agrees, on behalf of itself and its employees, to indemnify, defend, and hold harmless FDL from any and all expenses, costs, losses, claims, damages or liabilities, joint or several, (collectively the "liabilities") to which FDL or any of its directors, officers or employees thereof may become subject insofar as the liabilities arise out of or are based upon: (a) any nonperformance or breach by the Agent or its employees, of any provision of this Agreement; (b) any act or omission of the Agent or its employees, which is negligent, reckless, fraudulent or unauthorized; (c) any violation of any Law or failure to comply with any court order by the Agent or its employees; or (d) any other act or omission for which the Agent is responsible or liable for under this Agreement. Without limiting any of its rights to indemnification, FDL in its sole discretion may negotiate, defend, settle or pay any such liabilities. FDL is entitled to reimbursement for any amount paid plus any and all fees and expenses incurred in investigating, defending against or paying the liabilities.

25. TERMINATION.

- (a) **Without Cause.** This Agreement shall terminate:
- (1) Automatically if:
 - (i) FDL stops doing business; or
 - (ii) the Agent suffers a financial impairment which, in the opinion of FDL, may affect the Agent's performance under the Agreement.
 - (2) Upon thirty (30) days written notice by either party to the other;
 - (3) Upon assignment of this Agreement by the Agent without the prior written consent of FDL;
 - (4) Upon the death or disability of the Agent; or
 - (5) Upon any legal or contractual event causing a dissolution of the corporate structure of the Agent. FDL may rely on this Agreement as existing prior to the dissolution until such time as FDL has formal written notice of such dissolution.
- (b) **With Cause.** This Agreement shall terminate immediately without notice of any kind, at the sole option of FDL, if the Agent at any time:
- (1) breaches any of the terms restrictions, or limitations of this Agreement; and/or
 - (2) fails to perform any of its duties or obligations under this Agreement; and/or
 - (3) has any license granted to the Agent from a state or other jurisdiction, which authorizes the Agent to solicit or sell Product, suspended, revoked or cancelled; and/or
 - (4) commits any of the acts in **Section 17(f)** that justify a forfeiture of Compensation under this Agreement.

- (c) **Post Termination Duties.** Except as provided otherwise in this Agreement, the parties shall have no duties upon termination of this Agreement except to settle their accounts including payment of compensation on Product in effect on the date of termination or issued pursuant to applications received by FDL prior to termination; to pay any existing indebtedness which shall become due and owing in full as of the termination date; to reimburse or indemnify as set forth in this Agreement; and to carry out any residual obligations which arose while this Agreement was in force. In the event this Agreement terminates due to death or legal incompetence of the Agent, the representatives of the Agent may perform these duties if so approved by FDL.

26. AGENT MANAGEMENT/OWNERSHIP CHANGES.

Agent agrees to give FDL timely notice of all changes in the management or ownership of the Agent, which shall include a merger of the Agent with any other entity. Timely notice in no event shall mean more than thirty (30) following the event requiring notice. FDL reserves the right to terminate this Agreement if it does not approve, in writing, of the change in management or ownership of the Agent.

27. MODIFICATION.

This Agreement may be modified only if in writing. FDL may modify this Agreement without Agent's consent in order to comply with any Law.

28. ESTOPPEL.

The failure by either party to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

29. ASSIGNMENT.

The Agent may not transfer or assign this Agreement in whole or in part, or any right or obligations or compensation arising from this Agreement unless agreed to in writing by FDL.

30. FDL MERGERS.

FDL may merge with, be consolidated into or transfer substantially all of its business and assets to another corporation.

31. DELEGATION.

Agent may not delegate any of its functions or duties without the prior written consent of FDL.

32. ENTIRE CONTRACT AND PRIOR AGREEMENTS.

This Agreement and any Product Addenda or Compensation Schedule or other document executed as part of this Agreement, supersede any and all previous FDL contracts, stipulations and agreements, written or oral with respect to the Product. Any superseded agreement under which compensation is still payable shall be considered as continuing in force solely for the purpose of such payments, but will be subject to any liens or assessments contained therein or in this Agreement.

33. SURVIVAL.

No termination of this Agreement will affect any covenants, conditions, commitments, undertakings and rights, agreements, or obligations of either party made in this Agreement which are intended to survive such termination.

34. SEVERABILITY; INTERPRETATIONS.

Should one or more provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

35. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; (iii) when transmitted if sent by email, provided a copy of such email or its contents is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent: (a) in the case of the Agent, to its address given for it in this Agreement; and (b) in the case of FDL, to its Vice President, Sales, with a copy to its General Counsel at the main administrative offices of FDL at 1020 31st St., Downers Grove, Illinois, 60515-5591; or to a party at such other address as such party will have specified in a notice given in accordance with this Section.

36. RIGHT TO CONTRACT.

The Agent hereby represents and warrants to FDL that it is not bound by any regulatory, contractual, or other restriction or negative covenant, which in any way would prohibit or otherwise affect its right to enter into this Agreement with FDL or would otherwise impede its ability or right to perform any of its duties or obligations under this Agreement.

37. GOVERNING LAW.

This Agreement will be administered, construed and enforced according to the laws of the State of Illinois (without regard to any conflicts of law provisions).

38. ARBITRATION AGREEMENT.

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the parties from which one will be chosen using the applicable rules. The hearing shall be conducted at a mutually agreeable location in DuPage County, Illinois. The decision of the arbitrator shall be final and binding upon all parties.

Each party shall bear its own expenses of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this agreement. Any questions involving contract interpretation shall use the laws of Illinois. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder. Any action filed in order to enforce this Agreement, including an arbitration award shall be filed solely in the courts located in DuPage County, Illinois.

Executed by the Parties.

BY: AGENT

 Print Name on License

 Corporation Name, if applicable

 Street Address

 City, State, ZIP

 SSN or Tax ID Number

 Office Telephone# Fax#

By: _____
 Authorized Agent Signature

 Print Title

Date: _____

BY: FORT DEARBORN LIFE INSURANCE COMPANY

Date: _____

 Vice President of Fort Dearborn Life Insurance Company

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:


- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Fort Dearborn Life Insurance Company®

A Dearborn  NATIONAL BRAND COMPANY

Phone Number: 800.282.6363

Appointment Request Form For Licensed Only Agent

Fort Dearborn Life Insurance Company

Main Administrative Office: 1020 31st Street
Downers Grove, IL 60515-5591

This is a request for the appointment of:
(Please print or type clearly)

1. Name: _____
 Mr. Mrs. Ms.

2. Business Name: _____

Business Address (Street Address Only)

_____ Street Address

_____ City _____ State _____ Zip

Telephone No: _____

Fax No: _____

Email Address: _____

3. Residence Address (Street or PO Box)

_____ Street Address

_____ City _____ State _____ Zip

Telephone No: _____

Fax No: _____

4. County in which you live: _____

5. Date of Birth: _____

6. Tax I.D. Number: _____

7. Social Security Number: _____

8. How long at present address: _____

9. Companies that you currently represent:

10. License Number: _____ State _____

11. Non-Resident License Number(s) & State(s)

Number: _____ State _____

Number: _____ State _____

Number: _____ State _____

13. Have you ever had a license under a different name?

No Yes _____

14. Bank Reference: _____

Name and City of Bank: _____

15. Have you ever filed for bankruptcy?

No Yes _____

16. Have you ever received or do you anticipate receiving any disciplinary action from any insurance department?

No Yes _____

17. Please select one:

This is a new request for appointment with FDL

Producer was previously appointed with FDL

List States _____

18. Commission payable to:

Individual Business _____

19. Policy Mailing Instructions

_____ Name

_____ Street Address

_____ City _____ State _____ Zip

CREDIT REPORT NOTICE

As part of our agent selection procedure, we may request that a report be made by a consumer credit agency which may supply us with information about you from its files, from public records and from credit investigation. Upon written request to the Home Office of Fort Dearborn Life Insurance Company, additional detailed information as to the nature and the scope of this investigation, if one is made, will be provided. Should a report have an adverse effect on our appointment decisions, we will notify you in writing and identify the reporting agency with which you may discuss the matter.

I acknowledge reading the "Credit Report Notice".

Signature of Applicant

Signature of MGA SS#/TIN#

Please attach a copy of state licenses.

Products and services marketed under the Dearborn National™ brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

Form # M - 10-696

R04/10 | A535

NOW YOU CAN REGISTER ONLINE FOR DEARBORN NATIONAL'S ANNUITY AGENTS SERVICES.

How do I register for Producers Corner?

- Go to fdl-life.com.
- Click on the "Producers" tab at the top of the page.



- Select the "Producers Corner" option on the right-hand side of the page, and follow the registration steps.

Annuity Producers

Learn more about our Annuity products. Connect to our online annuity producer support services to access our current interest rates, product information, marketing materials, sales and administrative forms. Find all the tools you need to service your clients.

- **Product Information**
Fort Dearborn Life offers a diverse line of fixed and index annuity products designed to meet your clients' retirement planning needs.
- **Producers Corner**
Producers Corner gives you the online tools you need to sell and service our Annuity products.
- **Become a Producer**
Not appointed with Fort Dearborn Life? Learn more about the benefits of working as a Fort Dearborn Life producer.

Once your registration and appointment is verified, you will be notified by e-mail that your registration is final and you can begin exploring the benefits and features of Dearborn National's **Annuity Producers Corner!**

Having a problem? Contact Annuity Sales & Marketing at **1-800 282-6363**.

