



New Agent Name: _____

Appointing Agent: _____

Appointing Agent Contracted? _____ If YES, give agent code # _____
If NO, please attach contracts and license(s)

Anti-Money Laundering (AML) Training Requirements:

_____ AML training was completed through LIMRA on: _____/_____/_____
_____ AML training was completed through an independent program:

COMPLETION CERTIFICATE ATTACHED

Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice. I further authorize Oak Tree Financial, Inc., and any and all of its Fair Credit Reporting Act Notice/Communication Authorization:
that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original. I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.

Signature of Agent: _____ Date: _____

**Please return to:
Oak Tree Life and Annuity Brokerage
11166 Fairfax Blvd, Ste 300
Fairfax, VA 22030
Ph.: 800-842-9124 /Fax: 800-586-7905
www.oaktreeus.com**



Make some

EASY CASH

today!



Earn **\$25** for each life agent referral that contracts direct with OAKTREE
NO LIMIT!!!

Earn **\$125** when the referred agent has his/her first case go **placed** and
paid with OAKTREE

Please email your referrals to the Producer Resource Center
prcenter@otfc.com

Brokerage
OAKTREE 800-842-9124
www.oaktreeus.com

Fidelity Life

Request for Marketing Office Appointment

The Marketing Office contract is for recruiting and marketing agencies ONLY. Demonstration of agency building and management is required to qualify and maintain the MO contract level. Please complete the following information and attach with your Company Contract.

Personal Information

Full Name _____
First Middle Last

Company Name _____

Business Address _____
Street City County State Zip

Business Number () _____ Fax Number () _____

Business Information (All Information Required)

Years in Business _____ # of Licensed Agents _____ # of New agents recruited each year _____

List states currently licensed in _____

List companies currently contracted with _____

First Years **Fidelity Life** premium expectations _____

Complete last 3 years of agent recruiting and premium activity:

From	To	Name of Company	# of Licensed Agents	Paid Life Premium

Fair Credit Reporting Act Notice

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I agree to promptly notify the Company if any of the information on this application changes. I authorize any Company to which I seek appointment to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the company to investigate me now and at any time while I am contracted with the Company, and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

(Applicant's Signature) *(Date)*

Appointing Marketing Company _____

----- Office Use Only -----

Approved by _____ Approval Date ____/____/____

Commitment to Quality of Business

I understand that Assurity Life has made certain assumptions pertaining to the quality of business that is submitted to the insurance company for underwriting. These assumptions, including but not limited to the ratio of submitted applications to the placed applications, all factor in to the company's ability to price products. It is my role as a field underwriter to make sure that applicants submitted to the company are pre-qualified and that I place at least 70% of the applicants that are submitted to the company. I understand that failure to maintain a 70% placement ratio may result in the termination of my appointment with the company.

Agent Signature

____/____/____

Date

GENERAL AGENT APPLICATION

Organization— Firms or individuals, wishing to become a General Agent with Fidelity Life Association must include proof of E&O, a W-9 and all four pages of the signed General Agent Agreement.

Check one: Corporation Partnership Sole Proprietorship

Under what name is the contract to be held? This should be the corporation or entity name, if applicable:

Address

City _____ State _____ Zip _____

How long at above address? _____ If less than three (3) years, indicate previous address:

Business phone _____ Fax _____

Email _____

Name of Principal or Owner _____

Social Security or IRS Tax ID Number (check one) _____

Principal's Social Security Number _____ Date of Birth _____

Resident Address of Principal _____

City _____ State _____ Zip _____

Please answer the following questions, if they do not apply leave blank or enter N/A for Non Applicable.

How long has this firm been in business? If less than five (5) years, what was your previous line of business?

Have you done business under any other name(s)? Yes No If "yes", list other name(s):

How many sales representatives are contracted or employed through your firm?

How many representatives are currently life insurance licensed through your firm?

In what states do you currently/intend to transact business? _____

Complete last 3 years of agent recruiting and premium activity:

From	To	Name of Company	# of Licensed Agents	Paid Life Premium

Any questions answered yes (other than the last one) must include an explanation and full details. Please explain on a separate sheet of paper and attach to this application.

Are you/is your firm currently in debt to any life insurance company? Yes No

Have you, has your firm ever been insolvent or filed for bankruptcy? Yes No

Are any judgments or suits pending against you, your firm, or any member of your firm? Yes No

Has any license you or your firm ever held been revoked, suspended or cancelled, or had an administrative action taken by any regulatory agency or body that has the ability to issue any professional license? Yes No

Have you ever pled guilty or “nolo contendere” to or been found guilty of a felony? Yes No

Are you now the subject of any complaint, investigation or proceeding which could result in a “yes” answer to any of the above questions? Yes No

Are any judgments or suits pending against you, your firm? Yes No

May we contact your present carriers? Yes No

Assignment Information (Indicate Who Should Be Paid Commission – Please check appropriate box.)

Individual Corporation

Name: _____

Social Security Number or Federal Tax ID Number: _____

Statements made herein are representations upon which the Company may rely when considering my/our request for appointment as its representative. This information is complete and accurate to the best of my/our knowledge and belief I/we understand and agree that, if appointed, any material misrepresentations of fact may be the basis for termination for cause of such agency agreement. I/we have read and understand the Ethics Code and agree to abide by the provisions thereof, and to oversee the producers recruited by me in their adherence to the provisions of this Code.

➔ General Agent Signature: _____ Date: _____

General Agent Name _____ Agent Number: _____

Consent to Request Consumer Report and/or Investigative Consumer Information

I understand that the Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for employment and/or application for appointment.

I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on my credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics or mode of living, whichever are applicable. I understand such information may be obtained through personal interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information. I also understand that a Debit-Check.com search will be run to identify any debit balances outstanding with other insurance companies.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature or scope of the investigation conducted.

I hereby consent to this investigation and authorize the Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information.

I agree the Company has the right to release any information revealed by this investigation to any State requiring it and to my recruiting agent.

→ _____
Signature of Applicant (Principal of Firm) Date

Commission Direct Deposit Request

In order to initiate the direct deposit of commission earned during the period of your appointment with the Company, the following information must be completed. **Please include a “voided” check.**

This account is (check one): Checking Savings Account

Account Name _____

9 Digit ABA Number _____ Account Number _____

Bank Name _____ City _____ State/Zip Code _____

Note: Please do not assume that your commission will be deposited into your account because you have direct deposit. Always check your commission statement to determine the amount deposited into your account. Allow at least 3 business days for direct deposit to be processed into your account. Questions regarding this information can be directed to the Licensing and Contracting Department 888-440-1540.

→ General Agent Signature _____

Please Retain the *Ethics Code* on page 4 for your reference and records.

Ethics Code

Fidelity Life Association, A Legal Reserve Life Insurance Company, strives to provide our customers with quality products and service. We also strive to maintain a zero tolerance regulatory compliance standard for the Company's employees, vendors and distributors. This Ethics Code for distributors (agents and general agents) serves as a guide that helps us to maintain a high standard of honesty, fairness, and integrity in our market conduct and is compatible with our more detailed Employee Ethics Code.

Market Conduct at Fidelity Life Association (FLA)

“Market conduct” in this Ethics Code refers to actions of our distributors when providing service to our customers. FLA maintains high customer service standards. Honesty, fairness, and integrity are characteristics that all distributors are expected to display when dealing with customers. FLA has developed this Ethics Code to help our distributors understand what type of behavior is expected of them.

Our distributors will conduct business on behalf of the Company with the highest standards of honesty and fairness and will recommend products and provide services to our customers which are suitable to their circumstances.

Our distributors will always strive to provide the most customer-focused sales process and service experience possible.

Our distributors will engage in fair competition, providing full and accurate disclosure of information to enable the most informed and appropriate decisions.

Our distributors will only use company approved advertising and sales materials that are clear as to purpose, and honest and fair as to content.

Our distributors will always provide a means for fair and expeditious handling of customer complaints and disputes.

FLA will maintain a system of supervision that is reasonably designed to achieve compliance with this Ethics Code as well as applicable state and federal laws. Our distributors are also expected to make efforts to ensure that each customer fits the profile of the market for which the product is designed.

To provide competent sales and service, our distributors must adhere to this Ethics Code. In addition, all distributors must stay abreast of FLA's products and their functions. All distributors must also be licensed or otherwise qualified under state law in every state within which they solicit business.

To maintain and enhance competition in the marketplace for our products, all distributors should ensure that, through education and action, they promote an awareness of the concept of a fair marketplace. Our distributors should not replace existing insurance policies without first providing the customer with the information he or she needs to make an informed decision about the replacement.

Market Conduct Violations

In order to resolve any complaints and disputes that may arise concerning the market conduct of our distributors, efforts should be made to identify, handle, and resolve all complaints fairly and objectively. All distributors who represent the Company should be provided with a copy of this FLA Ethics Code and acknowledge its receipt. FLA policies and procedures have also been developed for auditing and monitoring our general agents' and agents' market activities and sales practices. Appointments of distributors who fail to abide by requirements of the Code will be revoked.

All FLA distributors should comply with the Ethics Code at all times. Violation of this Code is considered serious and will be handled accordingly. Any violations of market conduct should be reported.

If you have any questions or need more information about market conduct at FLA, please contact our Corporate Counsel at (312) 379-2990.

FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY
8700 W. Bryn Mawr Ave., Ste. 900S
Chicago, Illinois 60631

GENERAL AGENT'S AGREEMENT

In this AGREEMENT, the words *You* and *Yours* refer to the General Agent named on the last page of this AGREEMENT and the words *us*, *we*, *our* and *Company* refer to the Fidelity Life Association, a Legal Reserve Life Insurance Company.

Upon the signing of the AGREEMENT *You* and the *Company* agree as follows:

1. APPOINTMENT

We appoint *You* to represent us as set forth below:

2. AUTHORIZATION

We authorize *You* (i) to solicit personally, and through Producers and Subordinate General Agents recruited by *You* and appointed by us, applications satisfactory to us for policies of life insurance and annuity contracts specified in the attached SCHEDULE OF COMMISSIONS AND ALLOWANCES and to send those applications to us, (ii) to collect the initial premium for those policies and contracts (iii) to promptly send those premiums to us, and (iv) to make proper delivery of policies and contracts issued by us. All these activities shall be conducted in accordance with our rules and requirements governing them and it is agreed that:

- A. All applications for our policies and contracts shall be made on our forms and completed applications and supporting documents shall be considered our property and promptly delivered to us.
- B. All applications submitted to us shall be evaluated in accordance with our underwriting rules and regulations and any assumptions of legal liability on them shall be made at our sole discretion. All applications are subject to acceptance by the *Company* at its sole discretion.
- C. All checks or money orders for initial premiums shall be drawn to our order unless prior written approval to designate another payee has been granted by an authorized officer of the *Company* and no such check or money order shall be endorsed by *You*, Your Producers or Subordinate General Agents or employees.
- D. Absent direct payment authorization to collect premium through credit card or electronic funds transfer, the full amount of the initial premium for the mode of premium selected must be collected by *You*, or Your Producers or Subordinate General Agents on or before delivery of any life insurance policy or annuity contract.
- E. All money *You*, Your Producers or Subordinate General Agents receive as payment of any premium on our policies or contracts shall be held in a fiduciary capacity only and promptly sent to the *Company*.

Further, *You* are authorized to recruit Producers and Subordinate General Agents to represent *You* in the solicitation of insurance as authorized in this AGREEMENT and to recommend them to us for appointment. In all cases, however, we reserve the right to refuse to appoint any such proposed Producer or Subordinate General Agent.

You may contract directly with Producers and Subordinate General Agents under agreements suitable for governing the solicitation of insurance as authorized by us. In the event *You* request us to pay commissions earned by Your Producers or Subordinate General Agents directly to them or to provide *You* with separate checks for the commissions earned by them, then *You* shall use the printed forms furnished by us. *None of these agreements shall be in force until we receive notice of Your intention to use them and the notice has been accepted in writing by an officer of the Company.*

3. LIMITATION OF AUTHORITY

Unless provided in this AGREEMENT, *You* shall have no authority to:

- A. alter, modify, waive or change any of the terms, rates or conditions of our applications, policies or contracts, or any other *Company* form;
- B. make any representations to any person concerning the policies or contracts covered by the AGREEMENT except as may be contained in the sales literature, rate manual, material and advertising furnished by us or previously approved in writing by an authorized officer of the *Company*;
- C. print, publish, use or disseminate any advertisement, sales literature, circular, policy analysis, mailing piece or other document relating to policies or contracts to be marketed under this AGREEMENT or relating to us unless such material has been first submitted to us for review and such printing, publication, use or dissemination has been authorized in writing by an authorized officer of the *Company*. Any such use shall be subject to any terms, conditions or limitations which may be imposed by us in the Authorization.
- D. incur any indebtedness whatsoever on behalf of or in the name of the *Company*.

4. RESPONSIBILITIES OF THE PARTIES

A. RECORDS

You will keep proper records and accounts as specified by us relating to the business transacted under the authority of this Agreement. We reserve the right during regular business hours, to review and make copies of these records or accounts. Upon request You will account in the manner prescribed by us for all Company materials provided to You.

B. LICENSING

As long as this AGREEMENT remains in force, You and any Producers or Subordinate General Agents that You recruit shall maintain the appropriate state insurance license and we shall obtain necessary state appointments for You and Your Producers and Subordinate General Agents. You agree to maintain signed copies of all documents submitted for license and appointment requests. You agree to promptly advise the Company in writing if You or any Producer You recruit have, (i) had an insurance license terminated or suspended in any jurisdiction or, (ii) been convicted of any felony involving dishonesty or breach of trust.

C. CONDUCT

You will conduct Your activities as authorized in this AGREEMENT in accordance with all laws and regulations in force in the jurisdictions in which You are authorized to transact business.

D. SUPERVISION

You agree to supervise Your Producers and Subordinate General Agents who solicit applications for our insurance policies and contracts as provided in this AGREEMENT and to cause them to comply with all rules, regulations, and obligations imposed on You.

E. INDEMNIFICATION

You shall be responsible to us for Your acts and the acts of Your Producers and Subordinate General Agents and shall indemnify and hold us harmless from any loss or expense on account of any acts by You or Your Producers or Subordinate General Agents which are not authorized by the terms of this AGREEMENT.

F. COOPERATION

You and the Company agree to cooperate fully with each other in any state or federal regulatory investigation or proceeding to the extent that it is related to matters pertaining to this AGREEMENT.

G. SUITABILITY

You shall routinely perform a review of each application submitted to us by You for compliance with Company and any applicable State guidelines.

H. PRIVACY

You agree that Your activities conducted under the Agreement, and any use or disclosures of information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations, and ordinances.

I. USA PATRIOT ACT

You understand and acknowledge that the Company and its employees are committed to complying with the USA Patriot Act, including its anti-money laundering rules and the regulations thereunder. You further acknowledge that You are in compliance with applicable sections of the USA Patriot Act and the regulations thereunder.

5. RESERVATION OF RIGHTS

In addition to other rights set forth in this AGREEMENT, we specifically reserve the right to (i) modify or amend any policy or contract form or its premium rates, (ii) discontinue or withdraw any policy or contract form from any state, (iii) fix maximum and minimum limits on the amounts for which any policy or contract form may be issued, (iv) modify or alter the conditions or terms under which any policy or contract form may be sold, (v) cease doing business in any state, (vi) amend, modify, delete or add any Company rule or regulation upon giving You written notice of the change, and (vii) require that You be bonded in a manner and amount which bears a reasonable relationship to the composition and volume of Your business with the Company.

6. COMMISSIONS

We will pay You as full compensation for services rendered commissions and/or service allowances at the rates provided and subject to the terms and conditions contained in the attached SCHEDULE OF COMMISSIONS AND ALLOWANCES. These commissions and or allowances shall accrue only with respect to premiums paid in cash or cash equivalents to the Company for policies or contracts actually issued by us pursuant to applications procured by You or Your Producers and Subordinate General Agents while this AGREEMENT remains in force and bearing Your name and/or the name of one or more of Your licensed Producers or Subordinate General Agents.

We reserve the right to change the rates and any of the terms and conditions set forth in the SCHEDULE OF COMMISSIONS AND ALLOWANCES at any time by giving written notice to You. You agree to immediately communicate any such changes to all Producers and Subordinate General Agents recruited by You including those to whom the Company pays commissions directly. The notice shall be effective on the date set forth on the new SCHEDULE and any commissions and/or service allowances accruing with respect to policies or contracts we issue pursuant to applications received in our home office from You or Your Producers or Subordinate General Agents after that date shall be paid as provided in the new SCHEDULE.

7. TERMINATION

This AGREEMENT shall be subject to immediate termination at any time by You, or by the Company, upon receipt of written notice to the other party. The notice shall be delivered personally or mailed to the last known address of the other party via United States Mail. This AGREEMENT shall automatically terminate if any one of the following events occur:

1. You die or are adjudged legally incompetent (or for a corporation, it is dissolved). In event of death of the General Agent, such compensation as may be due under this AGREEMENT shall be payable to the estate of the General Agent. If the General Agent is a partnership, then upon death of any partner, the Company shall continue to pay such compensation as may become due under this AGREEMENT to the partnership unless or until properly notified to the contrary in writing by any party authorized to claim an interest in such compensation.
2. You cease doing business in the legal format indicated above Your signature on this AGREEMENT.

In the event of termination as provided in this AGREEMENT:

1. Any commissions or allowances remaining payable to You shall be paid in accordance with the provisions contained in the SCHEDULE OF COMMISSIONS AND ALLOWANCES;
2. The Company reserves the right at its discretion to appoint a licensed agent to serve the business produced under this AGREEMENT;
3. You or Your legally appointed representative agree, upon demand, to deliver all of the Company's property to us and shall, upon demand, repay any existing indebtedness owed to us;
4. You or Your legally appointed representative shall carry out all residual obligations which arose while this AGREEMENT was in force;
5. If any payments to You under this AGREEMENT fail to exceed \$1,000.00 in any calendar year, we shall, after the end of such year, have the option, exercisable in our sole discretion, of purchasing from You any future commissions and allowances payable for their present value. "Present Value" as used here means the value of such commissions and allowances determined by us on the basis of accepted actuarial practices.

This AGREEMENT may be terminated for cause if You or Your employees or Producers or Subordinate General Agents have wrongfully withheld any funds, property or documents belonging to the Company; have misrepresented any product or service offered by or through the Company; or have failed to comply with the terms of this AGREEMENT or the Company's rules and regulations currently in force or later brought to Your attention. Upon termination for cause, You shall have no further rights or privileges under this AGREEMENT, and all monies including any fees, or other compensation or first year or renewal compensation otherwise payable under this AGREEMENT shall be immediately forfeited.

8. INDEBTEDNESS

Any indebtedness owed at any time by You or Your Producers or Subordinate General Agents to the Company under this AGREEMENT shall be a first lien against the total of any amounts due You under the terms of this AGREEMENT from the Company. In order to be eligible for commission advances, You must sign a separate Commission Advance Agreement. In the event the General Agent has signed a separate Commission Advance Agreement, the provisions of said agreement shall control to the extent that they may conflict with the provisions of this AGREEMENT.

The Company may offset against any claim for compensation payable by the Company to the General Agent under this AGREEMENT or under any other agreement with the Company or with any affiliate of the Company now or hereafter existing, any existing or future indebtedness of the General Agent to the Company or to any affiliate of the Company and any advances heretofore or hereafter made by the Company or by an affiliate to the General Agent.

Any such indebtedness may be debited to Your account or You may be required to repay such amount immediately. In the event we are required to pursue formal collection procedures in order to collect any indebtedness under the terms of this AGREEMENT, You agree to be responsible for any expense incurred by us, including but not limited to the fee of a collection agent, attorney, or other costs, including court costs.

9. RELATIONSHIP

You shall be deemed to be an independent contractor and You shall be treated as such for all purposes including but not limited to federal and state taxation, withholding (other than FICA Taxes required for full time life insurance agents pursuant to Section 3121 (D)(3) of the Federal Internal Revenue Code), Unemployment Insurance, and Workers Compensation. Nothing contained in this AGREEMENT shall be deemed to make You, Your Producers and Subordinate General Agents or any of Your employees an employee of the Company. You shall be free to exercise Your own judgment and discretion as to the persons You recommend for appointment as agents, as to the persons from whom You or Your Producers and Subordinate General Agents solicit applications, as to the time and place of solicitation, and as to the methods by which the desired results are to be obtained, but we may, from time to time, prescribe rules with respect to conduct of the business, which You agree to observe. You shall be permitted to work any hours You choose. You shall be permitted to work out of Your own office or home. We reserve the right to provide You with an office, clerical support and supplies for Your business use. You shall bear Your own expenses, including but not limited to automobile travel and entertainment expenses.

10. COMPANY MATERIALS

Any manuals, guides, books, tapes, programs, and any other materials relating to the Company or our products and information contained in them, whether developed by us and delivered to You from time to time or developed by You with our approval as provided in this AGREEMENT shall remain the sole and exclusive property of the Company; and shall be used solely in the solicitation of applications for policies and contracts covered by this AGREEMENT; and may not be reproduced, disclosed, distributed or otherwise divulged in any way without the prior written approval of an authorized officer of the Company. Upon termination of this AGREEMENT, such materials shall be promptly returned to the Company.

11. ASSIGNMENT

No actual or purported assignment of this AGREEMENT or any commissions accruing under it or any interest in it shall be honored until a copy has been submitted to us and acknowledged by an authorized officer. In acknowledging any such assignment, the Company will not assume any responsibility for the validity or sufficiency of it. Any assignment shall be subject to any indebtedness owed to us then or later by You, or any of Your Producers and Subordinate General Agents.

12. WAIVER

The forbearance or neglect of the Company to insist upon the performance of any terms of this AGREEMENT at any time or under any circumstances shall not constitute a waiver unless so agreed by You and an authorized officer of the Company in writing.

13. CONSTRUCTION

- A. To the extent this AGREEMENT may be in conflict with any applicable law or regulation, the AGREEMENT shall be construed in a manner consistent with such law or regulation.
- B. The invalidity or illegality of any provision of this AGREEMENT shall not be deemed to affect the validity or legality of any other provision of this AGREEMENT.
- C. This AGREEMENT shall be construed in accordance with the laws of the state of Illinois.

14. ENTIRE AGREEMENT

As of the last date below, this AGREEMENT, including all existing and subsequent amendments and materials attached to it, or incorporated by reference, including, but not limited to, Company rules, regulations, rate manuals, or commission schedules shall constitute the entire agreement between the parties and shall supersede any prior agreement or understanding of whatever nature between the Company and You relating to the solicitation of the types of products governed by the AGREEMENT. If any such agreement is in existence, it is hereby cancelled, except that on any business already issued, any commissions payable under the prior agreement shall, subject to all liens and assignments, continue to be paid in accordance with the terms of that agreement. This AGREEMENT in no way affects any contract or agreement which You may have with the Company pertaining to any other forms of insurance and annuities.

15. AMENDMENT

No amendment or waiver of the terms of this AGREEMENT (except as provided or reserved above) shall be effective unless it is in writing and signed by both You and an authorized officer of the Company. In signing this AGREEMENT, You and the Company agree to comply with its terms and it shall be effective on the last date shown below:

GENERAL AGENT

Name of the General Agency: _____

Signature: _____ Title: _____

Check if applicable:

- A _____ (name of State) Corporation or;
- A partnership organized under the laws of the State of _____.

FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY

Signature: _____ Date: _____

Name: _____ Title: _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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									

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

Employer identification number									

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 ▶
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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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.