

**FIDELITY LIFE**



**New Agent Name:** \_\_\_\_\_

**States to be appointed in:** \_\_\_\_\_

*(Attach license copies)*

**Anti-Money Laundering (AML) Training Requirements:**

**AML training was completed through LIMRA on:** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**AML training was completed through an independent program on:** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

*(Certificate Attached)*

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I hereby authorize Oak Tree Financial, Inc. to obtain a consumer report or investigative consumer report about me. I further authorize any employer, insurance company, general or managing agent, school, financial institution, consumer reporting agency, criminal justice agency, regulatory authority or individual having information about myself- including without limitation information regarding my past and present employment, academic record, record of arrest, conviction and regulatory sanctions, credit worthiness, credit standing, credit capacity, character, general reputation, person characteristics and mode of living – to release such information to Oak Tree Financial, Inc. or any consumer reporting agency that is preparing a consumer report of investigative consumer report about myself for Oak Tree Financial, Inc.

I HAVE READ AND UNDERSTAND THE REPORTING AND DISCLOSURE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

I AUTHORIZE THE RELEASE OF INFORMATION ACCORDING TO THE TERMS OF THE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

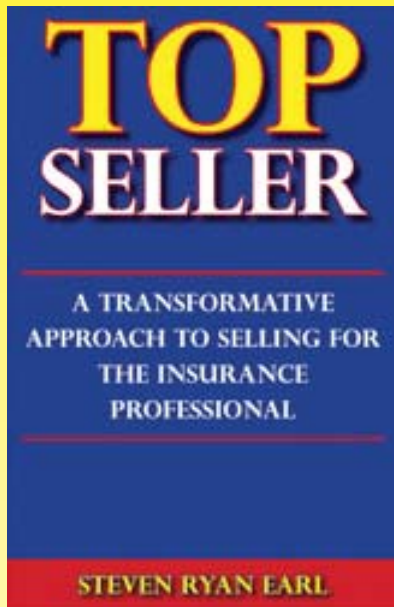
Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Appointment Requirements:**

- \_\_\_\_\_ Complete and sign Marketing Office Request Form
- \_\_\_\_\_ Complete and sign General Agent's Application
- \_\_\_\_\_ **REQUIRED:** Complete EFT form and attached a voided check copy
- \_\_\_\_\_ **REQUIRED:** Complete Advance Agreement if requesting
- \_\_\_\_\_ **REQUIRED:** Attach current copy of Resident State Life License (non-resident fees apply)
- \_\_\_\_\_ **REQUIRED:** W-9
- \_\_\_\_\_ **Pre-Appointment States:** None at this time.

**Please return to:**  
**OAKTREE Brokerage**  
**4227 Lafayette Center Drive, Ste. A**  
**Chantilly, VA 20151**  
**Ph.: 800-842-9124**  
**Fax: 800-586-7905**  
**www.oaktreeus.com**

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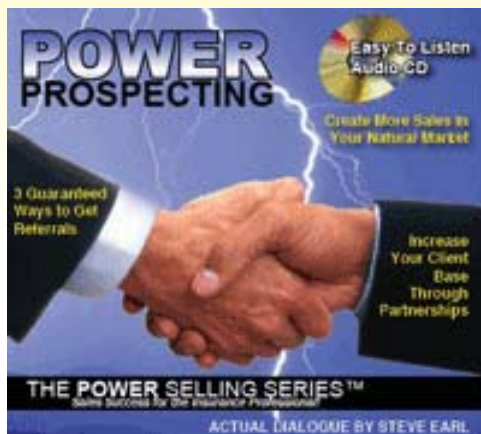
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- **Prospect with guaranteed referral systems**
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# Fidelity Life

## 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 \_\_\_\_/\_\_\_\_/\_\_\_\_

# General Agent Application



Fidelity Life Association  
8700 W. Bryn Mawr Ave., Ste. 900S  
Chicago, IL 60631  
(888)440-1540

## Organization

Check one:  Corporation  Partnership  Sole Proprietorship

Name under which requested contract(s) to be held:

\_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

\_\_\_\_\_

Business phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Social Security or IRS Tax ID # (circle one) \_\_\_\_\_

Name of Principal (if other than contract holder): \_\_\_\_\_

Principal Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_

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

Are you/is your firm currently in debt to any life insurance company?  Yes  No  
 If "yes", explain on separate sheet and attach.

May we contact your present carriers?  Yes  No

Have you/has your firm ever been insolvent or filed for bankruptcy?  Yes  No  
 If "yes", explain on separate sheet and attach.

Are any judgments or suits pending against you, your firm, or any member of your firm?  Yes  No  
 If "yes", explain on separate sheet and attach.

Has any license you/your firm ever held been revoked, suspended or cancelled?  Yes  No  
 If "yes", explain on separate sheet and attach.

Have you ever plead 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

**Production**

Indicate the annualized premium and percentage derived from each of the following product categories in the last full calendar year (must total 100%):

	Annualized Premium	Percentage
Annuities	\$ _____	_____ %
Life Insurance	\$ _____	_____ %
Other:	\$ _____	_____ %

**Production and Persistency**

First year's Fidelity Life premium expectations \_\_\_\_\_

Complete the grid below detailing your firm's production and persistency.

Year	LIFE INSURANCE		ANNUITIES	
	Annualized Premium	Persist	Annualized Premium	Persist
4 Yrs Ago		%		%
3 Yrs Ago		%		%
2 Yrs Ago		%		%
Last Year		%		%
Current *		%		%

\*Projected sales volume

**Recruiting General Agent Commission Authorization**

I, the below signed Recruiting General Agent, authorize Fidelity Life Association to pay a portion of my total compensation to \_\_\_\_\_ a General Agent under my hierarchy. The percentage of compensation is to be governed by the following Commission Level (Contract Code): \_\_\_\_\_

**Advance Information**

By my signature below I authorize Fidelity Life Association to pay a portion of the above General Agent's annualized commissions at the time a policy is placed in force. The percentage of the annualized commission to advance is (enter 0% for no advancing): \_\_\_\_\_ (Note, may not be available on all products.)

➔ Recruiting General Agent Signature: \_\_\_\_\_

Recruiting General Agent Printed Name: \_\_\_\_\_

Recruiting General Agent Email Address: \_\_\_\_\_

Reports To Name: \_\_\_\_\_

Reports To Agent Code: \_\_\_\_\_

**Assignment Information (Indicate Who Should Be Paid Commission)**

Circle One:      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

\_\_\_\_\_  
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.

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 \_\_\_\_\_

Mail To: Fidelity Life Association  
: 922"Y 0Dt {p"O cy t"Cxg0"Ug0; 22U  
Chicago, IL 60631

(attach a voided or cancelled check from your banking institution)

Or Fax To: Fidelity Life Association, 866-947-8738

You are responsible for ensuring all information is correct.

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## 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.

## Rapid Decision Universal Life

### Requirement for Certificate of Anti-Money Laundering Certification

Prior to accepting any RD UL business or paying commissions on any submitted RD UL policies, agents must have a copy of their anti-money laundering training certification on file with Fidelity Life Association. Please fax along with this form to Fidelity licensing department at: 866-947-8738 or email to: [agents@fidelitylife.com](mailto:agents@fidelitylife.com)

Agents and/or General Agents will not receive commissions, as RD UL policies will not be issued without having submitted this form. Commission levels will be added per the current RDT level agent/GA at which the agent or GA is already set up. Please contact upline or Fidelity Sales and Marketing for new RD UL comp level and schedules.

Name of Writing Agent intending to sell RD UL:

---

Agent/GA Number: \_\_\_\_\_ Date: \_\_\_\_\_

\* Please include a copy of Anti-Money Laundering training certification.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**  
**877 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: \_\_\_\_\_

**FIDELITY LIFE ASSOCIATION  
COMMISSION ADVANCE AGREEMENT**

**General Agent**

This instrument sets forth the agreement between the undersigned General Agent, hereinafter referred to as the “GA” and Fidelity Life Association, a Legal Reserve Life Insurance Company, hereinafter referred to as the “Company,” relating to the payment by the Company to the GA commissions before they are earned (“advances”). Commissions, including advances, are payable in accordance with the provisions of the General Agent Agreement between the GA and the Company, relating to the sale of the Company’s insurance products.

1. In accordance with the terms hereof, advances of commission may be made to the GA on a regular basis as policies are issued pursuant to the terms of the GA’s agreement with the Company relating to the sale of the Company’s insurance products. The amount of such advances shall be determined by the Company. These advances against future commissions shall be continued solely at the Company’s discretion. Such advances of future commissions shall be considered loans to the GA by the Company and are subject to the terms hereof.
2. The acceptance by the GA of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this Agreement and the GA Agreement.
3. In consideration for the making of advances to the GA against future earned commissions, the GA hereby assigns and pledges all right, title and interest to all commissions, bonuses, and overrides (collectively referred to as “commissions”) payable to the GA pursuant to the terms of its General Agent Agreement or otherwise with the Company, and any other monies payable to the GA thereunder, as collateral security for the repayment of any outstanding advance balances of the GA owed to the Company. The GA hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the GA under the terms of the General Agent agreement, until such time as any and all advanced amounts owed to the Company by the GA are paid in full.
4. The GA hereby agrees that if an advance of commissions on an issued policy is made to the GA, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the GA. Notwithstanding the foregoing, the GA agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the GA if requested by the Company.
5. In all events, the GA hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the GA’s General Agent Agreement with the Company or upon termination of any Producer or subordinate General Agent on whose policies of insurance the GA receives commissions.
6. For any advanced commission amounts that are not repaid in accordance with the provisions of this Agreement, the GA hereby agrees to pay interest at the rate of TEN PERCENT (10%) per annum compounded monthly on the unpaid balance until such amount is paid in full to the Company.
7. The GA warrants and represents that none of the commissions payable to the GA by the Company are subject to any prior assignment, claim, lien, or security interest, and that the GA is authorized to make an assignment as collateral security in accordance with the terms of this Agreement. The GA hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The GA hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the GA, directly pursue as the GA’s assignee, the amounts owed by the GA’s agents and sales representatives, or such other monies payable to the GA by other insurance companies.
8. If commission advances owed to the Company, or its designee, as a result of the terms of this Agreement are not repaid by the GA when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the

repayment of said obligations within thirty (30) days after the due date, the GA hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.

9. If any amounts owed to the Company are not paid as required hereunder, the GA hereby agrees that the Company may initiate suit against the GA in the jurisdiction of the Company's choice. The GA hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the GA for amounts owing hereunder.

**The foregoing sets forth the terms of the Agreement between the Company and the GA. Please execute one copy of this Agreement and forward the signed copy to the Company.**

**The General Agent signing this Agreement executes this Agreement in both his or her capacity as a General Agent and in his or her personal capacity.**

General Agent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of the General Agent

\_\_\_\_\_  
Print or type name of General Agent

FIDELITY LIFE ASSOCIATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Commission Direct Deposit Request

Fidelity Life Association, A Mutual Legal Reserve Company (FLA/"the Company")  
Administrative Offices  
1211 West 22<sup>nd</sup> Street  
Suite 209  
Oak Brook, IL 60523  
630-522-0392

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 Print

\_\_\_\_\_  
Agent/Agency Name Date

\_\_\_\_\_  
Business Phone Fax Number

\_\_\_\_\_  
Email Address SSN/TIN

This account is (check one):             Checking Account             Savings Account

\_\_\_\_\_  
Account Name            9 Digit ABA Number            Account Number

\_\_\_\_\_  
Bank Name            City            State/Zip Code

To assist in sending a confirmation that your direct deposit request has been processed, please provide your business address information.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street/PO Box

\_\_\_\_\_  
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 Commission Department 630-522-0392.

\_\_\_\_\_  
Agent Signature

Mail to: Fidelity Life Association, 1211 West 22<sup>nd</sup> Street, Suite 209, Oak Brook, IL 60523  
(attach a voided or cancelled check from your banking institution)

Or Fax to: Fidelity Life Association, 630-522-0397

You are responsible for ensuring all information is correct.