

FIDELITY LIFE ASSOCIATION, A MUTUAL LEGAL RESERVE COMPANY1211 West 22nd Street, Suite 209

Oak Brook, Illinois 60523

GENERAL AGENT'S AGREEMENT

In this AGREEMENT, the words your 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 mutual legal reserve 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 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 employees.
- D. The full amount of the initial premium for the mode of premium selected must be collected by you, or your Agents or Brokers on or before delivery of any life insurance policy or annuity contract.
- E. All money you, your Producer 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 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 Agent or Broker.

You may contract directly with Producers 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 Agents or Brokers 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 acknowledged 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 Agents or Brokers that you recruit shall maintain the appropriate state insurance license and we shall obtain necessary state appointments for you and your Producers. 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 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 shall indemnify and hold us harmless from any loss or expense on account of any acts by you or any of your Agents or Brokers 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 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 have enacted similar policies (where applicable) and that you are in compliance with applicable sections of the USA Patriot Act and the regulations thereunder.

J. IMSA

You understand and acknowledge that the Company is certified as a member of the Insurance Marketplace Standards Association (IMSA). IMSA is an independent, voluntary association created by the life insurance industry to promote high standards of ethical market conduct in advertising, sales, and service for individual life insurance and annuity products.

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 to the Company for policies or contracts actually issued by us pursuant to applications procured by you or your Producers while this AGREEMENT remains in force and bearing your name and/or the name of one or more of your licensed Agents or Brokers.

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 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 Agents or Brokers 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 claiming 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 Agents or Brokers 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 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.

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 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 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.

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: _____

By: _____
(title)

Check if applicable:

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

FIDELITY LIFE ASSOCIATION, A MUTUAL LEGAL RESERVE COMPANY

By: _____ Date: _____

Name: _____ Title: _____