



Fidelity Security Life Insurance Company
3130 Broadway
Kansas City, MO 64111
www.fslins.com

Licensing Checklist

- Agent Data Sheet**
- Agent Contract**
- Commission Schedule**
- License Copy**
- Copy of E&O deck sheet**
- Appointment Fees**

Make check payable to Fidelity Security Life

Please send all of the originals to:

**Unkefer & Associates
7029 N. 55th Drive
Glendale, AZ. 85301**

If you have any questions please contact:

**Unkefer & Associates
800-523-5851**

Fidelity Security Life Insurance Company

Agent Licensing Compliance

DATE: January 1, 2004

TO: All Producers

SUBJECT: **State Mandated Appointment Requirements**

As you know, each state has its own set of agent licensing and appointment requirements with which agents and insurers must comply in order to transact business.

Moreover, agent or company failure to fulfill all of the mandated obligations may result in penalties imposed by the state, including fines and revocation of licenses.

Accompanying this bulletin is a chart which contains data that describes on a state-specific basis the point in time during or at the completion of the appointment process, when an agent may solicit business on behalf of an insurer.

Fidelity Security Life Insurance Company will always inform the agent in writing of his or her company appointment date.

State	<i>When An Agent May Solicit New Business</i>
AL	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
AK	An agent does not need an appointment in hand with first piece of business but should obtain one within 30 days. Commissions are paid immediately after appointment is submitted to the state.
AZ	No appointment is necessary.
AR	Immediately after appointment is submitted to the state..
CA	An agent does not need an appointment in hand with first piece of business but should obtain one within 14 days. Commissions are paid immediately after appointment is submitted to the state.
CO	No appointment is necessary.
CT	Immediately after appointment is submitted to the state..
DE	After approval is received from the state.
DC	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
FL	SEE APPOINTMENT MANUAL
GA	Five days after appointment is submitted to the state.
HI	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
IA	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
ID	Five days after appointment is submitted to the state.
IL	No appointment is necessary.
IN	No appointment is necessary.
KS	An agent does not need an appointment in hand with first piece of business. Commissions are paid 3 days after appointment is submitted to the state.
KY	After approval is received from the state.
LA	After approval is received from the state.
ME	Five days after appointment is submitted to the state.
MD	An agent does not need an appointment in hand with first piece of business but should obtain one within 30 days. Commissions are paid after approval is received from the state.
MA	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
MI	After approval is received from the state.
MN	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
MS	An agent does not need an appointment in hand with first piece of business but should obtain one within 15 days. Commissions are paid after approval is received from the state.
MO	No appointment is necessary.
MT	Five days after appointment is submitted to the state.
NE	Ten working days after appointment is submitted to the state.
NV	Immediately after appointment is submitted to the state.

<i>State</i>	<i>When An Agent May Solicit New Business</i>
NH	Immediately after appointment is submitted to the state.
NJ	Ten working days after appointment is submitted to the state.
NM	After approval is received from the state.
NC	Immediately after appointment is submitted to the state.
ND	Five days after appointment is submitted to the state.
OH	An agent does not need an appointment in hand with first piece of business. However, no commissions are paid until approved appointment is received.
OK	Immediately after appointment is submitted to the state.
OR	Immediately after appointment is submitted to the state.
PA	Immediately after appointment is submitted to the state.
RI	No appointment necessary.
SC	An agent does not need an appointment in hand with first piece of business but should obtain one within 14 days. However, no commissions are paid until approved appointment is received.
SD	Five days after appointment is submitted to the state.
TN	An agent does not need an appointment in hand with first piece of business. Commissions are paid immediately after appointment is submitted to the state.
TX	An agent does not need an appointment in hand with first piece of business. Commissions are paid immediately after appointment is submitted to the state.
UT	An agent does not need an appointment in hand with first piece of business. Commissions are paid immediately after appointment is submitted to the state.
VT	After approval is received from the state.
VA	An agent does not need an appointment in hand with first piece of business but must obtain one within 30 days. Commissions are paid five days after appointment is submitted to the state.
WA	After approval is received from the state.
WV	An agent does not need an appointment in hand with first piece of business but must obtain one within 15 days. Commissions are paid five days after appointment is submitted to the state.
WI	Ten working days after appointment is submitted to the state.
WY	Immediately after appointment is submitted to the state.

Revised 2/18/04



P.O. BOX 418131 • 3130 BROADWAY • KANSAS CITY, MO 64141-9131
 800-648-8624 (ALL AREAS) • FAX 816-751-6060

APPOINTMENT GUIDELINES

State	License # or SSN	Agent Fees R/NR	Agency Fees R/NR
AK	License	N/A	N/A
AL	License	\$30	N/A
AR	License	FSL \$20	FSL \$60
AZ	License	N/A	N/A
CA	License	\$24/\$24	\$24/\$24
CO	License	N/A	N/A
CT	License	\$45/\$45	\$45/\$45
DC	License	\$25/\$25	\$25/\$25
DE	License	\$25/\$25	N/A
FL	License	\$60/\$66	N/A
GA	License	\$21/\$21	N/A
HI	License	N/A	N/A
IA	License	N/A	N/A
ID	License	N/A	N/A
IL	SSN	N/A	N/A
IN	License	N/A	N/A
KS	SSN	\$5/\$5	\$5/\$5
KY	SSN	\$40/\$50	\$100/\$120
LA	License	\$20	\$20
MA	License	\$75/\$75	\$75/\$75
MD	License	N/A	N/A
ME	License	\$30/\$70	\$30/\$70
MI	SSN	\$5/\$5	\$5/\$5
MN	License	\$10/\$10	N/A
MO	License	N/A	N/A

State	License # or SSN	Agent Fees R/NR	Agency Fees R/NR
MS	License	\$10/\$10	N/A
MT	License	N/A	N/A
NC	SSN	\$20/\$20	\$20/\$20
ND	SSN	\$10	\$10
NE	License	\$10/\$10	N/A
NH	License	\$25/\$25	\$25/\$25
NJ	License	N/A	N/A
NM	License	\$23/\$23	N/A
NV	License	\$15/\$15	\$15/\$15
OH	License	\$20/\$20	\$20/\$20
OK	License	\$40/\$40	\$40/\$40
OR	License	N/A	N/A
PA	License	\$15/\$15	\$15/\$15
RI	SSN	N/A	N/A
SC	License	FSL \$40	FSL \$40
SD	SSN	\$10/\$20	\$10/\$20
TN	License	\$15/\$15	N/A
TX	License	\$10/\$10	\$10/\$10
UT	License	N/A	N/A
VA	SSN/TIN	\$14/\$14	\$14/\$14
VT	License	\$60/\$60	N/A
WA	License	\$20/\$20	\$20/\$20
WI	License	\$7/\$24	N/A
WV	License	\$25/\$25	N/A
WY	License	\$15/\$15	\$15/\$15



This Contract is made and entered into this ___day of _____, 20___ by and between **FIDELITY SECURITY LIFE INSURANCE COMPANY ("FSL")**, an insurance company incorporated under the laws of the state of Missouri, and _____, ("_____").

WHEREAS, FSL is duly licensed as an insurance company in certain states of the United States, engaging in life insurance business, and underwrites Policy(ies)/Certificate(s) (herein called "Policy" or "Policies") identified in the attached Commission Schedule; and

WHEREAS, General Agent is engaged in writing the same or different types of insurance coverage for which General Agent is duly licensed, and, desires to sell said Policies on behalf of FSL; and

WHEREAS, FSL has designated General Agent to recruit, manage, supervise Producers on behalf of FSL; and

WHEREAS, the parties desire to enter into the following Contract for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

The following words are defined as follows:

1. "FSL" means and includes its successors and assigns (included by way of liquidation and by any corporation resulting from or surviving any merger and consolidation to which it or its successors may be a party).
2. "_____" means and includes its employees, agents, successors and assigns (included by way of liquidation and by any corporation resulting from or surviving any merger and consolidation to which it or its successors may be a party).
3. "Producer(s)" means and includes General Agent and agents that solicit policies as set forth in the attached Commission Schedule. Producer(s) includes the Producer(s)' employees, and agents.
4. "Policies" means those Policy(ies)/Certificate(s) identified in the attached Commission Schedule.
5. "Herein", "Hereunder", "Hereof", "Hereafter", and other equivalent words refer to this entire Contract and not solely to the particular portion hereof in which such word is used.

**ARTICLE II
HEADINGS**

The headings herein are for the purpose of convenience only and shall not be construed to affect the meaning of any of the provisions of this Contract.

**ARTICLE III
SERVICES PERFORMED BY GENERAL AGENT**

FSL hereby designates and appoints General Agent for the policies listed in the attached Commission Schedule. General Agent hereby accepts such appointment to perform the

following services to and in accordance with premium rates, rules, and instructions now in force or as may be amended or supplemented from time to time as promulgated by FSL:

1. General Agent shall have an appropriate insurance license to sell and provide services for life insurance; no Producer(s) shall be permitted by General Agent to transact any insurance business with FSL without first having an insurance license from the state the business is being transacted, and/or appointment with FSL, when the same is required by the state. It shall be the duty of the General Agent to secure the necessary licensing information to enable FSL to make the appropriate appointment for the Producer, including the fee required by FSL to process the appointment with the state, and any termination fee to terminate the appointment. FSL shall have the right to cancel the appointment of any Producer(s) appointed with FSL with no liability to General Agent when, in the opinion of FSL such Producer(s)' operations are detrimental to the best interest of FSL.
2. General Agent shall recruit and recommend qualified Producer(s) for appointment to solicit, procure, and transmit applications for the Policy(ies) described in the attached Commission Schedule(s). Such recommendation shall be forwarded for review and approval or disapproval to FSL. FSL reserves the right to approve or disapprove Producer(s) recommended for appointment by General Agent. The General Agent may designate Producer(s) on whose production he/she is to receive compensation from us.
3. General Agent shall train and supervise those Producer(s) appointed in the solicitation and writing of insurance applications.

4. General Agent may represent one or more insurance companies writing similar or different types of coverage than FSL without affecting its rights hereunder; however, the Policy(ies) identified in the attached Schedule will be the only single premium life contract marketed on a national basis by the General Agent.
5. General Agent is required to purchase and maintain errors and omission insurance coverage in a minimum amount of \$100,000.00 per occurrence and \$1,000,000 in the aggregate, or that amount required by state law, whichever is greater.
6. General Agent shall comply with all applicable federal, state, and local insurance laws, regulations, and ordinances.
7. In consideration of the authority granted herein, General Agent agrees to faithfully represent FSL in all matters pertaining to and within the jurisdiction and scope of this Contract; and with fidelity serve FSL in the capacity of General Agent and exercise diligence in the performance of all instructions and requests of FSL.
8. General Agent shall forward all applications, or Policies for insurance, if any, to FSL no later than monthly, as well as all premium that may be due, unless instructed in writing to the contrary.
9. The USA Patriot Act requires that each customer's identification be verified. Therefore General Agent shall be responsible to train and supervise, the Producer(s) to:
 - a. Advise each applicant that they are required to confirm the identity of each applicant.
 - b. Confirm the individual's identity by personally viewing the applicant's valid state issued driver's license, state identification, passport or other identification accepted by FSL;
 - c. Document such confirmation pursuant to FSL's written procedures.
10. General Agent shall promptly deliver or cause the prompt delivery of all Policies issued and to forward any certificate delivery documentation as may be required by FSL.
11. All monies received or collected for on behalf of FSL, if any, shall be the property of FSL and shall be held in trust by the General Agent and/or Producer(s) for the sole purpose of being remitted to FSL as directed, on a monthly basis. In the event of premium being refunded by FSL, General Agent shall refund to FSL any commissions and fees paid to General Agent or Producer(s) on said refunded premium even though this Contract may have been terminated as herein provided.
12. It will be the duty of General Agent to maintain up-to-date and correct records for examination by FSL, or its

representative(s), at such times as FSL desires during General Agent 's regular business hours, so long as any outstanding liability exists on any insurance issued through the efforts of General Agent and/or its Producer(s). Thereafter, FSL or its representative(s), shall have the right to make such examination, if it is deemed in the best interest of FSL. General Agent shall maintain these records for the longer of seven (7) years, or the period required by law or regulation in the state the business is written.

13. General Agent shall keep confidential all product promotional material, documents and information obtained from FSL and shall not communicate or distribute, either directly or indirectly, such materials, documents or information to any competitor of FSL. Each party shall be entitled to retain its own marketing materials that do not reference the other party or program. General Agent shall retain the rights to any graphic design and trademark name developed and utilized solely by General Agent with regard to the product only; however, the General Agent does not have exclusive rights to any marketing text, including but not limited to the description of the product, policy, policy benefits, and policy exclusions. General Agent has no rights to utilize the graphic design or marketing text with regard to the name of FSL.
14. FSL shall pay to the General Agent as full compensation for its services, costs and expenses, commissions computed on the premiums paid to and received by FSL upon Policies underwritten by FSL on applications produced by General Agent through its Producer(s) under the General Agent's control and supervision in accordance with the attached Commission Schedule. FSL shall be responsible for any income tax reporting or withholding which may now or hereafter be required in connection with such commission payments.
15. The General Agent shall immediately forward by overnight mail or via fax to FSL, to the attention of its Legal Department, all state insurance department complaints and inquiries received by it, and all correspondence from Attorneys contesting claims or adverse underwriting decisions. The v shall be fully cooperative in providing all information from its records which will assist FSL in responding to such complaints, inquiries, legal proceedings or action. The General Agent shall also immediately forward by overnight mail or via fax to FSL to the attention of its Legal Department all notices it receives of the commencement of any legal proceeding.
16. General Agent shall immediately forward all correspondence, consumer complaints or inquiries contesting claims, adverse underwriting decisions or any other administrative matter to FSL.
17. FSL may offset against and deduct from any compensation accruing hereunder any indebtedness, if any, of General

Agent to FSL and such indebtedness shall be a first lien against all such compensation.

ARTICLE IV OFFICE OF GENERAL AGENT

General Agent agrees to maintain General Agent's office for the operation contemplated and to conduct said operations. General Agent is responsible for all expenses incurred in the production of insurance for FSL.

General Agent has full corporate power and authority to execute and deliver this Contract and to perform in accordance therewith. No consent, approval, authorization or order of any court, governmental body or any other person or entity is required for the execution and delivery by the General Agent of this Contract and the performance of its obligations hereunder.

General Agent represents that neither it nor its properties is, to its knowledge, subject to or bound by any pending or threatened lawsuit, action, arbitration or legal or administrative or other proceeding which might have a material adverse affect on its ability to perform its obligations under this Contract or which might have a material adverse effect on its financial condition or business prospects.

ARTICLE V SERVICES PERFORMED BY FSL

FSL agrees to perform the following services:

1. FSL agrees to cooperate fully with the General Agent and render all assistance reasonably required in order to enable General Agent to carry out the obligations and undertakings hereunder and to enable General Agent to fulfill the purposes for his appointment as a non-exclusive General Agent.
2. If mutually agreed on, FSL will appoint recommended agents to solicit applications for the Policy(ies) described in the attached Commission Schedule(s).
3. FSL has the right to decline any application for insurance. No compensation will be paid on any application which is declined, not taken, or withdrawn.
4. FSL shall pay all customary underwriting costs, including reasonable costs to obtain medical and other information we consider necessary to determine the insurability of the applicant.
5. FSL will furnish General Agent such policies, forms, advertising material, software, access to PARTNERS ONLY portion of its web site, and other supplies, as it may deem necessary. These materials shall be vested in FSL. General Agent may not make any modifications to the software or other forms or materials furnished by FSL. General Agent may not transfer, rent, sell, or in any way make available such materials to anyone not an employee of General Agent or FSL.
6. If any risk under this Contract becomes unprofitable to FSL, it is understood and agreed that the Policy(ies) may be terminated for new business; alternately, if it appears practicable to attempt to save the risk, the General Agent is to cooperate fully with FSL to that end by such adjustment

of rates, commissions, allowances or procedures as shall be deemed necessary by FSL.

7. FSL has the right to discontinue writing all or any part of its business in any particular territory. Additionally, FSL has the right, at any time, by reason of unfavorable legislation, regulation, or treasury rate, to discontinue writing new business by providing immediate notice to General Agent.

ARTICLE VI TAXES AND LICENSE FEES

General Agent shall make and file all reports and returns required by General Agent by any municipal, state, or federal statute or regulation, and shall pay all taxes levied directly against General Agent by any municipal, state, or federal government by virtue of General Agent doing business as an independent contractor. The reports, returns, and taxes, which are required of General Agent, shall not include state premium taxes or any other taxes levied against FSL, or any reports or returns which must be made by FSL.

All license fees required of General Agent under local ordinance for the privilege of transacting business in a particular state shall be paid for by General Agent.

ARTICLE VII NOTICES

All notices required to be given under the terms of this Contract or which either of the parties hereto may desire to give hereunder, shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at its principal place of business, such address to be furnished by each party to the other in writing. Any change thereof shall be given in writing and until such change of address is received by the other party, any notice addressed to the previously designated place of business shall be deemed sufficient.

ARTICLE VIII FORMS OF POLICIES OR CERTIFICATES

FSL shall prescribe the form, plan, type, and character of policies or certificates for which applications may be solicited and may from time to time change or discontinue any form, plan, type, or character of policy or certificate now or hereafter in use. General Agent shall ensure that only forms, plans, applications, certificates, policies and other advertising materials that have been approved by FSL shall be used or distributed to the public.

ARTICLE IX OBLIGATING FSL

General Agent shall not waive, alter, or change any provision or condition of any of the insurance applications, certificates, policies, or related literature or bind coverage without the express written authorization of FSL. General Agent shall not enter into any contract or incur any expense or obligation on behalf of FSL unless FSL has given General Agent express written consent to do so. General Agent shall not advertise FSL's services, or publish or cause to be published or printed anything concerning FSL's business, without prior written approval of the respective party. General Agent shall not

misquote any rates or values for any of FSL's products. The General Agent is not authorized and agrees not to (1) pay or attempt to pay as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy; or (2) make any misrepresentation or incomplete comparison for the purpose of inducing a policyholder in this, or any other FSL policy, to relinquish an existing policy of insurance.

ARTICLE X AMENDING THE CONTRACT

This Contract shall not be amended by any verbal statements by whomsoever made and no such statement shall be binding upon either party unless the same shall have been approved in writing by an authorized official of the respective party.

ARTICLE XI INDEPENDENT CONTRACTOR

The General Agent shall act as an independent contractor and shall be master of its own time and effort. Nothing herein set forth shall be construed to create the relationship of partnership, joint venture or employer-employee of FSL.

ARTICLE XII COMMISSIONS

In consideration of all insurance services performed hereunder by General Agent, General Agent shall be entitled to commissions on premiums paid in cash to FSL in accordance with the Commission Schedule attached hereto and made a part hereof.

General Agent agrees that should the rates applicable to any of the types of coverage written under the terms of this Contract be changed by any federal law or regulation, statute of any state, or any regulation of any commissions of any state in which General Agent shall write such coverage, or the same becomes unprofitable to FSL, FSL shall have the right to amend the percentage of commissions applicable hereunder so FSL will continue to receive the same dollar amount of premium as is provided under the terms hereof.

1. General Agent renewal commission shall be paid only if this Contract is in force and 1) a minimum of six new business applications are issued during the preceding calendar year and five Policyholders are still in force on the date the renewal commission is due; or 2) General Agent has a minimum of 10 Certificates/Policies in force as of December 31 of the preceding calendar year.
2. Joint Commissions – In case any Producer or other person acting for us shall secure an application jointly with General Agent, the credit for such business shall be equally divided (unless otherwise shown on the application) among those whose names appear on the application, and General Agent shall be paid commission on his/her share of the business only.
3. We may change the Commission Schedule(s) at any time with prior notification to General Agent. Any changes we made will apply only to Certificates/Policies issued after the effective date of any new or revised Commission

Schedule(s).

4. We are under no obligation to pay full or reduced compensation on a new certificate when an old certificate issued on the same person terminates within six months prior to or after the date of the new application.
5. We will reverse compensation paid to General Agent on premiums refunded for any reason except surrender or death of insured. Should any such reversal of compensation create a deficit on General Agent's earnings statements, the deficit will be repaid to FSL upon demand and will be offset against compensation otherwise payable to General Agent.
6. We will furnish General Agent a copy of his/her commission account at least once a month. Unless General Agent notify us in writing within sixty (60) days after receipt of such statement of any differences between such statement and his/her account, General Agent shall have waived the right to contest the accuracy, correctness and basis of the statement. Such statement shall be competent and conclusive evidence of the status of General Agent's account.
7. General Agent's and or Producer(s)' indebtedness to FSL as may be charged from time to time to the General Agent's account(s). The term "Producer(s)' indebtedness" means the individual or aggregate indebtedness of any General Agent's (as shown in FSL's books and records).
 - a. Prior to charging Producer's indebtedness to the General Agent's account(s), FSL will terminate such Producer's Contract and make written demand upon the Producer, who is indebted to FSL in his own right, or who has responsibility for such Producer, for payment of such indebtedness. Thereafter, if the Producer fails to pay such indebtedness, FSL will charge it to the General Agent's account(s).
 - b. Upon full payment to FSL of Producer's indebtedness charged to the General Agent's account(s), the PGA will be subrogated to FSL's rights under the Producer's Contract to collect Producer's indebtedness.
8. The termination of this Agreement or any authority under this Agreement shall affect the payment of commissions to the General Agent as follows:
 - a. With regard to applications for coverage accepted by FSL before the termination of the Agreement, first-year and renewal commissions are payable to the General Agent after the termination of this Agreement, except in the case in which the Agreement was terminated by FSL for cause identified in Article XVII (i) –(iv), in which case no further commissions are payable.
 - b. If at any time the renewal commissions payable amount to \$250.00 or less in a calendar year, FSL, at its option, may compute the present value of all future commissions and pay a single sum in settlement of the renewal account.

ARTICLE XIII INDEMNIFICATION

General Agent agrees to defend, indemnify and hold harmless FSL and its directors, officers, employees and agents with

respect to any and all claims, suits, actions, liabilities, losses, damages, attorney's fees, interest, penalties, costs and any other losses of any kind resulting from General Agent's breach of this Contract or the negligence or willful misconduct of General Agent in the performance of its obligations under this Contract.

FSL agrees to defend, indemnify and hold harmless General Agent and its directors, officers, employees and agents with respect to any and all claims, suits, actions, liabilities, losses, damages, attorney's fees, interest, penalties, costs and any other losses of any kind resulting from FSL's breach of this Contract, respectively, or the negligence or willful misconduct of FSL in the performance of its obligations under this Contract.

General Agent shall be liable for all acts of its employees, General Agent and Producers, or brokers. Any acts performed by any employees, General Agent and Producers, or brokers under the control and supervision of the General Agent which are illegal, unlawful or contrary to any of the provisions and conditions of this Contract shall constitute a breach of this Contract as if committed by the General Agent. General Agent shall have responsibility for each Producer(s)' compliance with all federal, state, and local licenses, permits and authorizations by governmental authorities.

ARTICLE XIV ASSIGNMENT OF INTERESTS

Neither this Contract nor the rights, and interest of General Agent hereunder shall be pledged, assigned, sold, or otherwise alienated without the written consent of FSL. Any assignment without the written consent of FSL will render this Contract void and without effect in its entirety.

ARTICLE XV TERM OF CONTRACT and TERMINATION OF THE CONTRACT

This Contract shall be unlimited as to its duration but may be terminated by either party upon sixty (60) days written notice to the other party at any given time.

This Contract shall automatically terminate upon: i) the death of General Agent, if General Agent is an individual; ii) the dissolution of the partnership, if General Agent is a partnership; iii) the dissolution of a corporation, if General Agent is a corporation; (iv) upon the occurrence of the following: Misappropriation of funds; Malfeasance or misfeasance or willful fraud; Material breach of any term of this Contract, which breach is not cured within thirty (30) days after notice thereof; bankruptcy, insolvency or the assignment of its accounts for the benefit of creditors; General Agent's replacement of any business written by FSL with another insurance company; Misrepresenting the terms of any of FSL's insurance product; Conviction of any criminal laws of the United States or any state in which the General Agent solicits policies for FSL; and Failure to maintain necessary insurance licenses in the General Agent's states of operation.

Upon any termination for cause set forth above in (i) through (iv):

FSL reserves the right to suspend this Contract and to suspend further payment of compensation to General Agent

for such reasonable time as may be necessary to investigate any conduct or activities of General Agent potentially affecting FSL's rights and liabilities hereunder.

FSL or other duly authorized agent of FSL, reserves the right to assume the duties and powers possessed by the General Agent under this Contract.

Any indebtedness of General Agent to FSL at the termination of this Contract shall be deducted from any payments provided for herein.

Upon termination of this Contract, General Agent's authority and duties shall cease. General Agent shall then make a final report and shall turn over to FSL, as directed, all monies, receipts, reports, books, stationery, forms, applications, certificates, policies, advertising, computer disks and software, and any other property of FSL which General Agent then or thereafter possesses or controls.

After termination of this Contract, each party agrees he/she/it will not, directly or indirectly induce or urge any of the insureds to lapse, surrender, or otherwise terminate any policy, or induce or urge any member of our field force to terminate any on-going relationship. In the event this provision is violated, and without limitation of our other monetary remedies, each party also entitled to seek injunctive relief to prevent further breaches of this provision, both parties recognizing that money damages may be an inadequate remedy.

On termination of the Contract, all commissions due and owing to the General Agent will first be applied by FSL against any debit balances, chargebacks, and other indebtedness, including that of any Producer or General Agent upon whom demand has been made and who has failed to pay, with interest at prime (as set by FSL's main banker) plus 2%. FSL will pay the General Agent that portion of the withhold remuneration that exceeds his/her potential chargebacks and other indebtedness.

ARTICLE XVI PRIVACY

In accordance with applicable laws and FSL policies, General Agent shall maintain the confidentiality of health and financial information about an individual that is not publicly available ("non public personal information") gathered on behalf of FSL. Such nonpublic personal information includes personally identifiable financial or health information provided by the policyholder, applicant or FSL; or otherwise obtained by FSL or the General Agent, including such information obtained on FSL forms, through electronic or other databases maintained by FSL and/or in connection with names, service marks or privacy notices of FSL. For purposes of receiving or providing information, or any indemnity herein, FSL shall include its parent, successor, subsidiary and affiliated entities. General Agent may only disclose such non public personal information to the individual who is the subject of the information, FSL, and service providers designated by FSL, for those purposes identified in FSL's policies and procedures. General Agent shall take reasonable efforts to secure the privacy of nonpublic

personal information so that it is not disclosed to third parties or the public; or in violation of this section, applicable law and/or FSL's Privacy Policy. General Agent's obligation to maintain the confidentiality of this non public personal information and the restrictions on the use and disclosure of such information continue after the relationship of the General Agent or the individual (who is the subject of the information) with FSL ends. General Agent will hold harmless and indemnify FSL from all damages, including attorney's fees and costs, arising out of General Agent's failure to comply with these requirements of FSL's Privacy Policy, other FSL policies and procedures, any state or federal privacy laws and/or regulations including but not limited to, the Fair Credit Reporting Act, the Gramm-Leach-Bliley-Act, any Driver Privacy Protection law or for any violation of this Contract pursuant to nonpublic personal information. The obligations concerning nonpublic personal information under this Contract shall continue after termination of this Contract.

**ARTICLE XVII
WAIVER**

The failure of FSL to exact strict compliance with the terms of this Contract, or the failure to declare any default when same

shall become known to it, shall not operate as a waiver of such condition, nor release the General Agent from its obligation to perform this Contract strictly in accordance with its terms.

This Contract replaces all prior verbal or written Contract between FSL and General Agent. It does not release General Agent from financial obligations owed or assumed prior to its effective date.

FSL reserves the right, in its sole discretion, when settling disputed claims or complaints of a policyholder to refund any premium or premiums paid on a policy or certificate produced under this Contract directly by General Agent or by a Producer(s) of the General Agent. If such refund is made, other than as part of the benefits provided by the policy or certificate, General Agent shall be charged with and shall repay to FSL, any compensation paid to General Agent or General Agent's Producer(s) the premium or premiums so refunded. This Contract shall be subject to and construed under the laws of the state of Missouri.

This Contract shall be executed simultaneously in two (2) counterparts, each of which shall be deemed as original which together will constitute one and the same Contract.

FIDELITY SECURITY LIFE INSURANCE COMPANY
3130 Broadway
Kansas City, Missouri 64111
816-756-1060

By _____

Title _____

Date _____

By _____

Title _____

Date _____



Fidelity Security Life Insurance Company
 3130 Broadway
 Kansas City, MO 64111
 www.fslins.com

**Estate Enhancer
 General Agent(GA)**

COMMISSION SCHEDULE

POLICIES AND COMMISSION

Commissions are equal to the percentages shown shall apply to premiums received on Certificates/Policies placed in force under this Contract during the effectiveness of this Schedule. The Policy(ies) covered by the Contract to which this Commission Schedule is attached, are as follows:



Commissions*

Policy WL-33	First Year**	_____
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Commissions will be paid when a minimum of \$25.00 is accumulated.

*Any commissions paid or credited to your sub-Agents/Producers will reduce the commission percentages shown. Unless otherwise identified, commissions will only be applied to collected premiums.

** **New Business:** First Year Commissions on issue ages 81-85 are reduced by 50%.

All compensation may be adjusted in accordance in the provisions of the Contract.

Vesting

First year commissions vest immediately for life in the name of the individual or company as provided by the Contract under Article XII.

Chargebacks

We will reverse compensation paid to you on premiums refunded for any reason except surrender or death of insured. Should any such reversal of compensation create a deficit on your earnings statements, the deficit will be repaid to FSL upon demand and will be offset against compensation otherwise payable to you.

This Schedule is not valid or effective until properly endorsed and counter-signed by a duly authorized representative of FSL.

FIDELITY SECURITY LIFE INSURANCE COMPANY

By _____

By _____

Title _____

Title _____

Date _____

Date _____