

National Insurance Marketing  
 915 Saxonburg Blvd.  
 Suite 217  
 Pittsburgh PA 15223

**FIDELITY SECURITY LIFE INSURANCE COMPANY  
 AGENT DATA SHEET**

Agent # _____
Date _____

**OMISSION OF ANY INFORMATION WILL RESULT IN A  
 DELAY OF APPOINTMENT AND PAYING OF COMMISSION**

**NOTE:** No person is permitted to solicit, sell or procure an application for insurance until he has in his possession an insurance agent's license authorizing him to solicit, sell or procure applications for Fidelity Security Life Insurance Company.

**A. IDENTIFICATION:** (Please print in ink or type - **Do Not Abbreviate**)

Name (Last, First, Middle)					Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Social Security Number		Date of Birth	Place of Birth		Tax I.D. No.	
Firm Name (Agency Name if applicable)						Send Mail to:
Business Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
Resident Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
<b>E-Mail Address:</b>						
Currently Licensed By State Of:		License No.		Issued To:		
(attach a copy of home state license)				<input type="checkbox"/> Ind.	<input type="checkbox"/> Corp.	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
What type of product(s) do you plan to sell for FSL?			<input type="checkbox"/> Life	<input type="checkbox"/> Health/Accident	<input type="checkbox"/> Fixed Annuity	

**B. BACKGROUND** - Use separate page if needed .....IF YES TO ANY OF QUESTIONS 1-9, PLEASE ATTACH DETAILS AND DATES.

	Yes	No	Month/Year
1. Have you ever had ownership interest in a business venture which declared bankruptcy? (If Yes, give month and year.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Have you been a Judgment Debtor or ever declared personal bankruptcy? (If Yes, give month and year.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Are you in good standing and full compliance with respect to state taxes or child support? (If no, give details.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Have you ever had a bond declined or cancelled?	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Have you ever been convicted for any offense other than a minor traffic violation? <b>Your failure to disclose a felony conviction will result in an automatic denial.</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Have you ever been cited, fined, suspended, revoked or refused a license by any state? (If Yes, give state, month and year.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Have you ever been short in accounts with any employer?	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Do you owe an unpaid balance to any insurance company?	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Are you now employed by, or associated with to any degree, directly or indirectly, a bank, savings and loan or other financial institution?	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. <b>For Agents applying to sell cash value life insurance and/or annuities:</b> Have you completed Anti-Money Laundering training? <b>If yes, attach copy of proof of completion or provide details.</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Please provide the carrier for your Errors & Omissions coverage, the policy number and the name of the insured. _____			_____

12. List past and current companies you represent or have represented in the last 5 years.

From	To	Name	Street Address, City, State, Zip	Telephone No.
				( )
				( )

**C. CERTIFICATION / AUTHORIZATION**

13. a. I certify that I have answered all questions honestly and to the best of my knowledge.  
 b. I also authorize Fidelity Security Life Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial resources, and/or public records, or personal interviews with third parties, such as family members, business associates and/or others with whom I am acquainted.

This inquiry may include information as to my character, general reputation, personal characteristics, mode of living or educational background. I understand I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Appointing Premier General Agent \_\_\_\_\_

Owner or Partner  
 Corporate Officer  
 Representative (Agent)



# FIDELITY SECURITY LIFE INSURANCE COMPANY

## Agent Commission Agreement

THIS AGREEMENT is made and effective this date, \_\_\_\_\_ 20\_\_, between Fidelity Security Life Insurance Company, (hereinafter described as "Insurer"), and

\_\_\_\_\_  
County                      Name of Agent                      State                      Zip                      City  
(hereinafter described as "Second Party").

**1. COMMISSION.** Subject to the provisions of this Agreement, in accordance with the rules and regulations of the Insurer, and as hereinafter set out, the Insurer, or its duly authorized representative, will pay Commissions to Second Party on premiums received in cash by the Insurer for policies issued during the term of this Agreement upon applications procured and submitted by Second Party. Such Commissions will be calculated in accordance with the provisions of the Commission Schedules, attached hereto.

- (a) Commissions will not be paid on premiums waived, premiums paid in advance (except as they are applied toward payment of the current premium) or premiums paid subsequent to a lapse of a policy unless the policy is reinstated solely through the instrumentality of the Second Party.
- (b) The Insurer has the right, at its sole discretion, to modify any Commission Schedule attached hereto, by furnishing Second Party advance written notice of any such modification. However, any such modification will not apply to any policy whose effective date was prior to the effective date of the modification.
- (c) The insurance products governed by this Agreement are outlined in the attached Commission Schedule, which may be modified by the Insurer from time to time by the addition or deletion of products.

**2. AUTHORITY TO SOLICIT.** Second Party is authorized to solicit applications for insurance for the Insurer, collect the first premium on each policy of insurance applied for and pay the same over to the Insurer in accordance with the Insurer's procedures; deliver the policies of insurance as directed by the Insurer; and do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Insurer.

This authority granted the Second Party is subject to the rules of the Insurer and statutes and regulations of applicable insurance departments, including licensing requirements.

The Second Party shall be responsible to the Insurer for all business conducted by it or entrusted to persons employed by it, and shall indemnify and hold the Insurer harmless for all costs, cause of actions, and damages resulting from acts or transactions by the Second Party, its officers or its salaried employees.

Authority to solicit is subject to appointment of the Second Party with the Insurer as required by the insurance law in such states as the Second Party is licensed and authorized to solicit. The Insurer reserves the right to require the Second Party to pay to the Insurer such fees as may be required for appointment, renewal of appointment and termination of appointment in each and every state where the Second Party must be appointed in order to solicit. Additionally, Second Party will be responsible for payment of all such fees for sub-producers under Second Party's supervision who are appointed with the Insurer to solicit and notifying Insurer of appointments which should be non-renewed or terminated.

**3. LIMITATION OF AUTHORITY.** Second Party has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Insurer's policies or contracts. Second Party will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning the Insurer or its policies without written permission of the Insurer, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by the Insurer. The Second Party shall give the Insurer immediate notice of any legal proceedings initiated against it or against any sub-producer of which it has notice.

**4. RELATIONSHIP.** The relationship between the Insurer and Second Party will be that of independent contractor and contractee, and not that of employer and employee. Within the territory herein designated, Second Party will be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Agreement, but the Insurer may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of Second Party, which rules and regulations Second Party will conform to and observe.

**5. TERRITORY.** The area within which Second Party will have the right to represent the Insurer may be as directed from time to time by the Insurer but this territory is not assigned exclusively to Second Party.

**6. VESTED COMMISSIONS.** In the event of termination of this Agreement, except in the case of death, commissions will be payable under the following conditions, subject to the provisions of this Agreement:

One Hundred Percent (100%) of the commissions will be payable after its effective date.

Second Party will forfeit all of his/her interests under this Agreement in the event of termination of this Agreement if Second Party sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Second Party by the Insurer, or violates the insurance laws of any state, or withholds any money, policy or receipt contrary to the provisions of this Agreement or regulations made thereunder. Such sale, offer of sale, violation of law, or dereliction will, without further notice, work an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Second Party has against the Insurer, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of the Insurer against Second Party.

**7. BENEFICIARY.** In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Second Party under this Agreement will be paid by the Insurer to \_\_\_\_\_, if living, who bears the relationship of \_\_\_\_\_, otherwise to Second Party's estate.

**8. LIABILITY.** Commissions will be subject to reduction by the Insurer for any amount due the Insurer from Second Party or for any amount of claims made against the Insurer because of any action or inaction of Second Party. This right of off-set will also apply to any renewal Commissions.

Second Party will be jointly and severally liable for debit balances of all classes of the Insurer representatives, however designated in their separate contracts, on whose production Second Party is contractually entitled to any override commission or service fee from the Insurer.

To secure the repayment to the Insurer of such debit balances, whether now existing or hereafter arising, Second Party agrees that the Insurer may apply any and all existing future indebtedness of Second Party to the Insurer against any earned commissions or other sums payable to Second Party by the Insurer. To further secure such repayment, the Second Party hereby assigns and grants to the Insurer a security interest in all commissions and any other sums payable, which are now or may from time to time hereafter be due to Second Party from the Insurer. The Insurer's right of off-set, as described herein, and security interest, as granted herein, constitute a paramount and prior lien on any and all commissions or any other sums payable to Second Party by the Insurer and the Insurer may, at any time without notice, apply such commissions and other sums payable to such indebtedness.

**9. REFUNDS.** Should the Insurer for any reasons refund any premium on any policy secured hereunder, the Second Party will repay, on demand, any commission received on that premium.

**10. ASSIGNMENT.** No assignment of any commission or any other amounts, or any portion thereof, due or to become due to Second Party hereunder will be valid unless authorized in advance in writing by the Insurer, and any assignments so authorized will be subject to any and all indebtedness of Second Party to the Insurer then existing or thereafter accruing.

**11. FORFEITURE.** Should Second Party at any time endeavor to induce representatives of the Insurer to discontinue their Agreement, or its policyholders to relinquish their policies, Second Party will forfeit any and all commissions that he/she might otherwise have acquired under any and all contracts with the Insurer.

In the event the renewal commissions due Second Party are less than One Hundred Eighty Dollars (\$180.00) for any calendar year, any subsequent renewal commissions will be continued or discontinued at the option of the Insurer.

**12. EXPENSES.** Second Party will pay all expenses incurred in the performance of this Agreement, and when requested by the Insurer, will furnish a bond of indemnity in such form and amount as approved by the Insurer.

**13. ACCOUNTING.** The Insurer will furnish Second Party with monthly accounts showing commission payments made to Second Party within such accounting period.

**14. TERMINATION OF AGREEMENT.**

(a) Termination Without Cause

(1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.

(2) This Agreement will automatically terminate, without notice, on the date of Second Party's death.

(b) Termination for Cause. Upon failure of either Party to perform

any of its obligations or covenants hereunder, the other Party may terminate and cancel this Agreement effective immediately upon service of notice of such termination on the other Party, which notice will specify the cause of termination. This Agreement will be automatically cancelled without notice by reason of fraud, misappropriation or withholding of funds, by Second Party, or if the Second Party will file a Petition in Bankruptcy (for any purpose whatsoever) or if he/she will make an assignment for the benefit of creditors or will be adjudicated bankrupt or if a receiver or conservator will; be appointed for him, and anything contained in this Agreement to the contrary notwithstanding, thereafter no compensation of any kind will be payable to Second Party.

Anything to the contrary in this Agreement notwithstanding, all indebtedness due to the Insurer from Second Party will be immediately payable without demand or notice therefore by Second Party to the Insurer upon termination of this Agreement regardless of whether such terminations is with or without cause.

In the event of termination, the Second Party shall immediately turn over to the Insurer all undelivered policies, rate books, such correspondence and records, and other property of the Insurer as pertain to business produced by the Second Party, or agencies recruited by Second Party during the term of this Agreement, which are then in its possession.

Except as specifically provided in this Agreement, no commissions, service fees or other compensation of any kind will be payable to Second Party following termination of this Agreement.

**15. ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**16. SOLE AGREEMENT.** This Agreement supersedes any and all previous agreements between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein, and the payment of commissions on premiums on policies issued by the Insurer under previous contract with Second Party is not hereby impaired.

This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Insurer unless it is signed by the President, a Vice President or Secretary of the Insurer, which expresses an intention to modify or change this Agreement.

**17. GOVERNING LAW.** This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Missouri.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

By: \_\_\_\_\_  
Fidelity Security Life Insurance Company ("Insurer")

By: \_\_\_\_\_  
Agent ("Second Party")

**FIDELITY SECURITY LIFE INSURANCE COMPANY**

**Agent Information Questionnaire**

**Agent appointment**  **Company appointment**  Please note that appointment fees may apply. To appoint an agent and a company will require at least two appointment fees. Please make all checks payable to Fidelity Security Life Insurance for your appointment fee.

**Agent Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**Social Security #** \_\_\_\_\_ **Tax I.D. #** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**If partnership or corporation is appointed please list all members requesting appointment**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMISSION SCHEDULE - The ONE Dental Plan**

	<i>First Year</i>	<i>Renewal</i>
Commissions	10 %	10 %

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

This product is not approved for sale in all states. For a current listing of state availability, contact Marketing Benefits, Inc., P.O. Box 1459, Orange Beach, AL. 36561 (1-800-811-1600).