



Partner's Advantage
Insurance Services LLC

Company Appointment Materials

Request for Appointment Checklist

To ensure proper appointment, please include all of the following:

- Completed and Signed Appointment Form (GA-2-3/98)
- Signed and Completed Insurance Producers Contract (including Amendment where applicable)
- Completed and Signed W-9 Form
- Complete Commission Electronic Funds Transfer (Audit No.)
Be sure to attach an Unsigned-VOIDED check or deposit ticket
- Current copy of Individual and Corporate (if applicable) State Insurance License
- A Signed State Specific Form If Applicable (for questions, call 1-800-621-3251)
- California Agents must provide:
 - California License Number
 - California License Start and Stop Dates
 - California Specific Continuing Education Certificate
 - California Specific Continuing Education Completion Date
 - Number of California Specific Continuing Education Hours Completed

Submission: Please return all of the above listed items to your Marketing Organization.

Fort Dearborn Life Insurance Company
1020 West 31st Street
Downers Grove, IL 60515
(800) 282-6363
Fax: (630) 824-5412



Fort Dearborn Life Insurance Company

General Agent/Producer Request for Appointment Form

Please select one:

- Producer is currently appointed with FDL List State(s): _____ FDL Agent # _____
- Producer was previously appointed with FDL List State(s): _____
- This is a new Request for Appointment with FDL

Producer Identification: Producer/Broker General Agent NMO TPA Other: _____

PLEASE PRINT - All questions must be completed

Full Legal Name: _____
First Middle Last

Business Name: _____

[Note: Please list all business names utilized]

(Check Box for desired mailing address)

Resident Address _____
Street City State County Zip + 4

Resident Phone: _____ FAX: _____

Business Address _____
Street City State County Zip + 4

Business Phone: _____ FAX: _____

Email Address: _____

Social Security #: _____ Date of Birth _____

Drivers License Number: _____ State of Drivers License _____

Corporation Tax ID #: _____ Name Principals: _____

Partnership Tax ID #: _____

Commissions:

Send To: Residence Address Business Address

LICENSE INFORMATION - ATTACH CURRENT COPY OF LICENSE AND APPROPRIATE STATE FORMS.

(License(s) must be provided in order to receive commissions)

Products:

- Group Life Health 401(k) [Series VI & Variable License]
- Group LTD Life 403(b) (transfers only)

Resident State License Number(s): _____

Requested RESIDENT Appointment (Appt.) for:

State: _____ Type: _____ License #: _____

Requested NON-RESIDENT Appt. for: **Requested NON-RESIDENT Appt. for:** **Requested NON-RESIDENT Appt. for:**

State: _____ State: _____ State: _____

Type: _____ Type: _____ Type: _____

License #: _____ License #: _____ License #: _____

If more space is needed, please attach additional information.



LICENSE INFORMATION - continued

Evidence of Errors and Omissions Insurance (Please provide)

Copy of Application, policy face page and evidence that it is in-force

PRODUCER QUESTIONS - If your answer is "Yes" to any of the questions below, please write details on a separate sheet and attach. **FAILURE TO DISCLOSE MAY RESULT IN A DECLINE OF YOUR APPLICATION.**

- 1. Are you now being sued or have you ever been sued or had a judgment rendered against you? Yes No
- 2. Have you ever filed for bankruptcy or sought protection from your creditors?..... Yes No
- 3. Have you ever been charged, convicted, or pled guilty or nolo contendere ("no contest") to:.....
 - a. Any felony? Yes No
 - b. Any misdemeanor involving investments, securities, insurance, real estate, or any type of financial instrument? Yes No
- 4. Has any federal or state regulatory agency ever:
 - a. censured you, threatened to suspend or terminate, or suspended or terminated your license(s) to sell securities, insurance, annuities, real estate, or any other type of financial instrument? Yes No
 - b. found you made false statement(s) or omissions or been dishonest, unfair, or unethical? Yes No
 - c. found you have been involved in a violation of investment, real estate, or insurance related statutes or regulations?..... Yes No
 - d. found that you were a cause in an investment, real estate, or insurance agency or business having its authorization to do business denied, suspended, revoked or restricted? Yes No
- 5. Are you now or have you ever been prevented from engaging in any activities related to securities, insurance, annuities, real estate, or any other type of financial instrument?..... Yes No
- 6. Have you ever been discharged or permitted to resign because you were accused of violating investment, real estate, or insurance related statutes, regulations, rules of industry standards of conduct?..... Yes No
- 7. In the last five years, have any agent or broker contracts which you held with investment, real estate, or insurance companies or agencies been canceled for cause? Yes No
- 8. In the last five years, has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or refused renewal? Yes No
- 9. Has any insurance company ever paid a claim on a bond taken out on your behalf? Yes No

CREDIT / INVESTIGATIVE REPORT NOTICE and RELEASE FORM

As part of the application procedure, Fort Dearborn Life Insurance Company ("the Company") may have an investigative consumer report prepared. The investigative report may consist of an investigative consumer report, criminal record reports, insurance department inquiries, and interviews with third parties such as former employers, financial sources, or others. These reports may include information as to my character, general reputation, personal characteristics, and mode of living. Upon my written request to the home office of the Company, the Company will provide me with additional detailed information as to the nature and the scope of this investigation. Should a report have an adverse effect on my application, the Company will notify me in writing and identify the name and address of the reporting agency that prepared the report. I have received a copy of a notice of my rights under the Fair Credit Reporting Act.

I hereby authorize the Company to conduct all such inquiries and obtain these investigative reports. I authorize all persons, firms, and entities having information about me to give the Company all information that it requests. I release from liability all persons, firms or entities supplying such information to the Company, and I agree to hold the Company harmless from and indemnify it from any liability which it may incur as a result of conducting any of the inquiries contemplated herein. The Company may provide to its affiliate companies all information it receives during its investigation. The Company may provide to its affiliate companies or third parties, including agencies that assume my debit balance, any financial, business, legal or tax information regarding me that is not part of the investigative report that it receives from third parties or its affiliate companies. I authorize the Company to provide information concerning any past-due debts owed the Company to the credit reporting services to which it subscribes. These authorizations shall remain in effect for two (2) years after the date I sign this application.

I certify that I have reviewed this application and that my answers are true. I acknowledge that this application will form a part of my agent's contract with the Company. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of the Company for rejecting this application or for termination of my contract.

Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this form is my correct taxpayer identification number.

Signature of Applicant: _____ Date: _____

Signature of FDL Sales/Marketing Representative _____ Date: _____



**FORT DEARBORN LIFE INSURANCE COMPANY
GENERAL AGENT'S AGREEMENT**

UNDER THIS AGREEMENT, effective as of the date stated above the signatures to this Agreement, or if none is given then the date executed by FORT DEARBORN LIFE INSURANCE COMPANY ("FDL"), FDL with its main administrative office at 1020 31st St., Downers Grove, Illinois

**and _____
_____ ("General Agent"), located in**

_____, enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. DEFINITIONS.

"Compensation" means overrides, commissions, allowances, service fees, any other remuneration due the General Agent for the General Agent's role in the sale and servicing of the Product.

"Complaint" means any written or oral communication from any person expressing a grievance regarding either: (a) an FDL Product or service, or (b) an action or communication of the General Agent or one of its present or former officers, employees, or any Subagent.

Intermediate Subagent(s) shall mean those appropriately licensed General Agents, insurance agents, producers, and brokers or employees employed or recruited by, under contract with or supervision of, the General Agent, or such parties otherwise under the purview of the General Agent, who are accepted, designated, or assigned by FDL to be an Intermediate Subagent of the General Agent. An Intermediate Subagent is a party which has one or more Writing Subagents assigned to it by FDL. An Intermediate Subagent may also be contracted by FDL under a general agent agreement.

"Law" shall mean any Federal, State or other governmental body's laws, regulations, or orders.

"Product" means those insurance policies, annuity contracts or related services as described in the Product Addendum attached to and incorporated into this Agreement.

"Records" means all documents or electronic storage medium regarding the Product or the business or affairs of FDL or any of its affiliates or subsidiaries. Records shall not include information, data or documents which are not produced at the request of or on behalf of FDL and which do not contain identifiable information about the owner, participants, or any party claiming an interest in the Product.

"Subagent(s)" shall mean those appropriately licensed general agents, insurance agents, producers, Writing Subagents, Intermediate Subagents, solicitors, brokers or employees employed or recruited by, under contract with or supervision of, the General Agent, or such parties otherwise under the purview of the General Agent, who are accepted, designated, or assigned by FDL to be a subagent of, and/or under, the General Agent.

Writing Subagent(s) shall mean those appropriately licensed insurance agents, producers, solicitors, brokers or employees employed or recruited by, under contract with, or supervision of, the General Agent, or such parties otherwise under the purview of the General Agent, who are accepted, designated, or assigned by FDL to be a Subagent of the General Agent directly as a writing subagent, or to be a Subagent of an Intermediate Subagent under the General Agent. FDL reserves the right to require all Writing Subagents who have not done so, to execute an agent or producer agreement directly with FDL.

2. APPOINTMENT AND DUTIES.

A. Appointment. FDL hereby appoints the General Agent to lawfully market, solicit and distribute the Product on behalf of FDL as set forth in this Agreement. The General Agent hereby accepts this appointment. The General Agent warrants and represents that it and its Subagents are duly licensed and authorized to lawfully market, solicit and distribute the Product as set forth in this Agreement. This appointment is not exclusive.

B. Duties. The General Agent agrees that it shall:

- (1) solicit applications for the Product, deliver and service the Product in accordance with the terms and conditions of the Product, any FDL rules or practices, any applicable Laws, this Agreement, and any approved marketing materials provided to the General Agent by FDL, which materials are incorporated into this Agreement by reference;
- (2) collect and promptly remit to FDL, except as otherwise expressly provided, all applications taken and premium or payment for any Product received, and all required forms regarding Products solicited by or through the General Agent;
- (3) ensure that all Products issued by FDL sent to the General Agent or one of its Subagents for delivery to a FDL customer are delivered to that customer within thirty (30) days of receipt;
- (4) maintain appropriate insurance licenses and be in good standing with all applicable regulatory authorities;
- (5) maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including anti-money laundering and anti-terrorism financing procedures and controls;
- (6) immediately forward all Complaints to FDL in accordance with **Section 32**;
- (7) cooperate with FDL in responding to any regulatory investigation or any judicial proceeding;
- (8) comply with all Laws applicable to activities it conducts under or related to this Agreement;
- (9) comply with all the rules and practices of FDL;
- (10) monitor its Subagents and communicate information from FDL to its Subagents;

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- (11) recruit Subagents who, to the best of the General Agent's knowledge, have a reputable background and character to represent FDL and to solicit applications for the Product;
- (12) train, manage, and supervise Subagents as necessary so that they conform to all applicable Laws and the rules and practices of FDL; and
- (13) be responsible to ensure that all its Subagents comply with all the above.

3. INDEPENDENT CONTRACTOR.

The relationship between FDL and the General Agent is intended to be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship of any kind between FDL and the General Agent or any employee or Subagent of the General Agent. Further, the General Agent is free to exercise its independent judgment as to the time and the manner of performance of the acts authorized under this Agreement. Notwithstanding the independent contractor relationship, the General Agent shall not discriminate against any worker, employee, applicant, Subagent or member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin or status of discharge from the military, nor shall the General Agent otherwise commit an unfair employment practice.

4. FIDUCIARY & BOND.

The General Agent will act in a fiduciary capacity in the collecting and handling of any premiums. Where so required by Law or if so required by FDL, the General Agent will obtain, and require its Subagents to obtain, necessary fidelity bonds in the amount specified by FDL or any applicable Law, whichever is greater, and will provide evidence of the bond to FDL. A surety, fidelity or indemnifying bond required of Subagents will be for the benefit of FDL first and thereafter for the benefit of the General Agent, but in no event shall FDL's recourse against the General Agent be conditioned on or in any manner delayed or impaired by the existence or nonexistence, solvency or insolvency, enforcement or failure of such bond.

5. ERRORS AND OMISSIONS INSURANCE

At all times, the General Agent shall maintain Errors & Omissions coverage covering the General Agent and its employees with limits of no less than one million dollars (\$1,000,000) issued by a carrier rated "A" or better by A. M. Best or other rating agency acceptable to FDL. At all times, the General Agent's Subagents shall maintain Errors & Omissions coverage covering the Subagent and its employees with limits of no less than one million dollars (\$1,000,000) issued by a carrier rated "A" or better by A. M. Best. The General Agent and its Subagents agree to provide evidence of coverage to FDL when requested. Failure to maintain adequate Errors and Omissions coverage may result in the termination of this Agreement.

6. UNAUTHORIZED ACTS.

The General Agent and its Subagents shall not have any authority, implied or otherwise:

- (1) to alter, waive, modify or discharge any of the terms, rates, conditions of the applications, insurance policies or annuity contracts or other forms of any Product;
- (2) to incur any indebtedness or liability on behalf of FDL;
- (3) to charge any fees other than those pre-authorized by FDL in writing;
- (4) to authorize premium payments or contributions other than cash or cash equivalents;
- (5) to pay or allow, or offer to pay or allow any inducement or rebate of premium or other consideration not specified in the policy except where permitted by Law;
- (6) to institute any legal proceeding involving FDL or its affiliates, unless such proceeding shall have been approved first in writing by an officer of FDL;
- (7) to adjust or settle any claim or commit to adjust or settle any claim on any Product, unless first authorized in writing to do by FDL;
- (8) to obtain prior written approval from FDL before using, disseminating or publishing any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving FDL's or its officers', affiliates', or parent's name or products or services; or
- (9) to solicit or permit to be solicited applications for Product in any jurisdiction without proper license(s).

7. RESERVATION OF RIGHTS.

FDL reserves the right, immediately, and without prior notice, to: implement and modify any of its rules, guidelines or practices; cease doing business in any State; modify any Product Addenda, including but not limited to Compensation Schedules; substitute a similar Product or cease offering a Product; and refuse to accept applications if such applications do not meet the underwriting or other standards of FDL.

8. SUBAGENTS

A. Appointment. The General Agent may request that FDL establish a relationship with producers, who are properly licensed, to solicit and offer the Product which the General Agent is authorized to sell. Such producers may serve as Intermediate Subagents or Writing Subagents. If such Producer's meets the necessary requirement of the Law and FDL's rules, FDL will appoint such producers, upon the request of the General Agent; and, until FDL notifies the General Agent that FDL will no longer do so, FDL will pay the necessary appointment fees. General Agent acknowledges and agrees that FDL reserves the right to:

- (1) refuse to appoint any producer;

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- (2) determine which Intermediate Agent or General Agent to assign any Subagent;
- (3) terminate an appointment of any producer; and
- (4) require any producer or Subagent to complete such agreements and forms as FDL in its sole discretion may require.

B. Fees and Expenses. Other than the appointment fees referenced in **Section 8.A.**, FDL shall not be responsible for other fees, salaries, travel expenses, benefits, or other expenses of the General Agent, or any of its Subagents, except as specifically agreed to otherwise by FDL.

C. Responsible Party. The General Agent is responsible for recruiting, training, and supervising all its Subagents, except as expressly provided otherwise. The General Agent will take appropriate steps to direct its Subagents to comply with all Laws and all standards, guidelines and rules that FDL may issue, and which are incorporated by reference into this Agreement.

The General Agent acknowledges that if one of its Subagents commit an act or omission in violation of this Agreement, or the Subagent's agreement with FDL, that has an adverse effect upon FDL, the General Agent is responsible to FDL for the act or omission of the Subagent. In addition to any liability the General Agent has under this Agreement directly to FDL, the General Agent also shall be jointly and severally liable with each of its Subagents to FDL for liabilities such as Subagent has directly to FDL under the Subagent's agreement with FDL.

9. COMPENSATION.

A. Amount Payable. Subject to the terms of any Product Addendum, Compensation Schedule, or as otherwise stated in this Agreement, FDL shall pay Compensation to the General Agent for the General Agent's role in the sale of the Product by the General Agent or by its Subagents. Compensation is earned by the General Agent as FDL receives premiums. Compensation statements shall be prepared monthly by FDL and shall be deemed accepted as correct by the General Agent unless the General Agent notifies FDL, as required in **Section 32** below, to the contrary and provides FDL with evidence of any alleged discrepancy within thirty (30) days following the mailing of each Compensation statement.

B. Subagent compensation. Subject to the terms of any Product Addendum, Compensation Schedule, or as otherwise stated in this Agreement, all compensation payable to a Subagent shall be paid directly to that Subagent, and the compensation payable to the General Agent for its role in that sale shall not include such amount. However, to the extent expressly provided otherwise by a Commission Schedule or other applicable provision of this Agreement, FDL shall pay compensation payable to a Writing Subagent or Intermediate Subagent to the General Agent rather than such Writing Subagent or Intermediate Subagent. In such case, the following will become applicable:

- (1) The General Agent shall be wholly liable to that Writing Subagent or Intermediate Subagent for all such sums once FDL has paid the General Agent such amount; and

- (2) The General Agent shall be responsible for issuing compensation checks payable to the Subagent or his assignee and issuing the annual 1099 statements to the Subagent and satisfying any other applicable compensation accounting or documentation.

C. Vesting. Compensation will be fully vested and paid as received, subject to any Product Addenda, Compensation Schedule, or other written provision regarding such compensation. No compensation will vest until the entire first year premium upon which it is derived is received. If the General Agent is a corporation, vested compensation will be paid to the lawful assigns or successors of such corporation.

D. Chargebacks. Notwithstanding **Section 9.A.**, the General Agent will reimburse FDL, immediately upon notice from FDL, for:

- (1) any Compensation already paid, and,
- (2) if **Section 9.B. (1)** and **9.B. (2)** have become applicable, for compensation for a Subagent paid by FDL to the General Agent, already paid,

if FDL, in its sole discretion, deems it appropriate to rescind or cancel a policy, contract or service and/or refund any premium on which such compensation was based. If the General Agent has succeeded to and carries on any agency formerly conducted by another party, the General Agent will refund compensation on returned premiums or contributions on such business as was written by the predecessor agency or agents in the same manner and to the same extent as upon the General Agent's own business.

E. Indebtedness.

- (1) General Agent's Debts. The General Agent's indebtedness shall include any debt incurred because of the fraud or criminal act of the General Agent; any outstanding chargebacks; and all collection expenses and attorneys fees. The entire indebtedness as shown in FDL's general ledger accounts may be deemed due and payable at any time, and FDL may exercise any rights or remedies including, but not limited to, charging the General Agent interest at ten percent per annum or the legal rate of interest in the State of Illinois, whichever is lower, on the balance of the indebtedness. The General Agent further assigns to FDL an interest in all compensation due or to become due and all other sums which may be on deposit with FDL. The General Agent's indebtedness shall constitute a first and prior lien against any and all compensation due or to become due General Agent or to any of its Subagents whose compensation is or was payable when **Section 9.B. (1)** and **9.B. (2)** have become applicable to such compensation, and FDL may offset such indebtedness against such compensation in addition to any other remedies available by law. Should FDL grant an extension of time for the payment of any indebtedness, such extension shall not affect in any way the terms of this Agreement or impair the liability of the General Agent to FDL.

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- (2) Subagent's Debts. As to any Subagent whose compensation is or was payable when **Section 9.B. (1)** and **9.B. (2)** have become applicable to such compensation, the General Agent's indebtedness shall include any debt incurred by a such a Subagent which remains due and unpaid for more than 90 days after it is due. FDL shall have the right at its sole discretion to pursue such debt from either the General Agent or Subagent who incurred it.

F. Forfeiture of Compensation. At any time during the term of this Agreement or after this Agreement terminates, the General Agent shall forfeit and not be entitled to receive any compensation due or to become due, whether or not vested, if the General Agent:

- (1) fails to return upon demand any records or property of FDL;
- (2) systematically induces or attempts to induce any FDL customer, representative or agents to terminate Product prior to the end of any surrender schedule or period applicable to such Product, except when Product is replaced by a new Product issued through FDL;
- (3) perpetuates any fraud or commits any act of dishonesty upon an applicant, policyholder, beneficiary or any party with an interest in the Product;
- (4) is convicted of a felony involving dishonesty or breach of trust;
- (5) misrepresents its status, or its status changes, as pertains to government business;
- (6) violates any Law related to the activities the General Agent conducts or is expected to conduct under this Agreement, including but not limited to, any applicable state insurance Law or any Law related to anti-terrorism or anti-money laundering;
- (7) fails to promptly account for or to pay over to FDL money due FDL according to FDL's records;
- (8) has its license suspended, revoked or canceled by any governmental or other regulatory authority; or
- (9) fails to correct any noncompliance of this Agreement within thirty (30) days after receiving written demand from FDL regarding such noncompliance.

10. CONFIDENTIAL INFORMATION.

A. Confidentiality. During the course of performance under, and during the negotiations preceding, this Agreement, each party will obtain or have access to certain proprietary information, as defined herein, of the other party. Each party acknowledges that all such material is offered on a proprietary basis, for the sole purpose of enhancing this Agreement. Further each party agrees that the original owner of these materials is deemed to be the sole owner of these materials. Each party will only disclose the other party's Confidential Information to those persons who require such information for the purpose of this Agreement and who have been advised and agree to be bound by the terms of this Section.

B. FDL Confidential Information. The term Confidential Information shall mean the following as it relates to FDL: the names of policyholders or contractholders, insured persons,

and beneficiaries, the identity and production of producers, producer Compensation levels, the identity and types of insurance purchased, the distribution network, rate manuals, experience reports, and underwriting standards. The parties agree that confidential information shall not include:

- (1) information already legally in a party's possession prior to the execution of this Agreement;
- (2) information a party legitimately receives from a third party which has a legal right to such information;
- (3) information in the public domain;
- (4) information provided to a State or Federal tax authority pursuant to judicial, regulatory or statutory mandate; and/or
- (5) information, other than as referenced in **Section 10.B. (4)**, which a party discloses pursuant to judicial, regulatory or statutory mandate,

provided that the disclosing party has taken all necessary and appropriate steps to advise the other party of such disclosure prior to release of such information and affords the other party adequate opportunity, to the extent legally permissible, to review and, if the other party deems appropriate, contest such disclosure.

C. Disclosure. The General Agent also agrees to take all reasonable precautions to prevent the disclosure of the Confidential Information except as permitted under this Agreement.

D. Tax matters. This **Section 10** does not apply for Federal or State tax purposes.

E. Survival. This **Section 10** shall survive termination, for any cause, of this Agreement.

11. PRIVACY LAWS

A. General. General Agent acknowledges that FDL, as a financial institution as defined under the Gramm-Leach-Bliley Act (GLB) and under other privacy Laws, has certain obligations regarding privacy. General Agent acknowledges that by its relationship and the duties it performs under this Agreement, it may be subject to the same Laws. General Agent agrees that **Section 11.B.** below will govern it in regards to GLB and agrees to execute such documents as may be required by FDL and to cooperate with FDL in its compliance efforts with Federal and State laws on privacy.

B. GLB. During the course of the parties' relationship, whether or not in writing, a Party (the "Owner") or its agent may make available to the other Party ("Recipient") or its agent certain non-public personal information ("NPI") as such term is defined in the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation".

- (1) NPI will be:
 - (a) held confidentially, except to the extent permitted under any written agreement

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between the parties, as permitted under the Privacy Policy and Practices of FDL as communicated in writing to General Agent, or as permitted by Law. Provided, however, that, no disclosure will occur until General Agent first notifies FDL as soon as possible after receipt of such legal order to disclose; and

- (b) protected from unauthorized access with the degree of security as required by the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation" or the law enacted by General Agent's State of domicile and the states in which General Agent does business, whichever is applicable; and
 - (c) used for the purposes authorized by FDL in this Agreement with General Agent, the primary purpose of which is to facilitate services on behalf of FDL.
- (2) General Agent agrees that, while FDL is generally deemed to be the sole owner of NPI, such NPI may on occasion be jointly owned. In that situation General Agent agrees that, General Agent may have independent obligations under the privacy Laws and agrees to abide by such obligations.
- (3) In addition to the indemnity provisions contained in **Section 21** of this Agreement, General Agent agrees that any use, furnishing, disclosure, dissemination, publication, or revealing in any way of NPI to any person, organization, firm or government agency contrary to Law or to this Agreement will obligate General Agent to indemnify and hold FDL, its affiliates and parent, their officers, directors, employees, other general agents and representatives harmless from any damages, litigation, liability, or claimed liability, claims, and any expenses, including reasonable attorney's fees, and incidental expenses resulting from any such gross negligent use, furnishing, disclosure or revealing of NPI, whether occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by FDL.

12. RECORDS.

A. Recordkeeping Duty. All Records will remain at all times the property of FDL. The General Agent will keep true and correct Records and keep books of accounts on all transactions arising out of this arrangement and will preserve and hold all Records which come into its possession or under its control relating to the Product and to keep such records in a durable medium as required by any applicable Law. Both FDL and the General Agent agree to keep all information required by applicable Laws; to maintain the books, accounts and records in a manner which clearly and accurately disclose the precise detail of the transaction; and to assist one another in the timely preparation of any reports required by Law. The General Agent will give FDL reports and information which FDL may request for the purpose of meeting its reporting and Recordkeeping requirements under any applicable Law. All information relating to commission levels, experience reports, and rates shall be maintained by the General Agent in

confidence and shall not be divulged without the prior consent of FDL.

B. Return of Records. On termination of this Agreement, the General Agent shall return all Records to FDL at reasonable cost to FDL for the packaging and shipping of the records.

C. Disclosure. Unless otherwise agreed to, no party to this Agreement shall voluntarily disclose to any third party any Records, books, reference manuals, instructions, information or data which concern the other party's business and which are exchanged during the negotiation and performance of this Agreement. The General Agent may disclose such Records only if FDL authorizes disclosure and if the disclosure is permitted by applicable Law governing privacy of records. In the event the General Agent is served with a subpoena or any other court order which mandates disclosure of records, the General Agent must notify FDL immediately by sending a copy of the subpoena or other document to allow FDL sufficient time to protect its interests, in accordance with **Section 32**.

13. ADVERTISING AND PUBLICITY.

The General Agent agrees to obtain prior written approval from FDL before using, disseminating or publishing any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving FDL's or its officers', affiliates', or parent's name or products or services.

14. APPLICATION TREATMENT.

The General Agent and its Subagents must ensure the completeness of the application for each Product including, but not limited to, information necessary to comply with the USA PATRIOT Act anti-money laundering requirements. The General Agent and its Subagents must also ensure the completeness of replacement forms, suitability forms and any other forms required by Law or FDL. All the responses to the questions on the application and other forms shall completely and accurately reflect the applicant's responses. General Agent or its Subagent shall ensure that the applicant reviews the application and all other forms required by Law or FDL before they are signed by the applicant. All such forms must be signed in the presence of the General Agent or a Subagent.

15. AGENT OF RECORD.

The agent of record for any Product will be determined by the records of FDL. FDL reserves the right to change the agent of record according to procedures established by FDL.

16. SOLICITATION RIGHTS.

General Agent agrees that FDL has the right, both during and after the termination of this Agreement, to communicate with the policyholders of the Products for any purpose, including, but not limited to: advertising FDL's products; responding to inquiries; conservation of business; servicing the Products; and paying claims.

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17. MARKET CONDUCT PROGRAM

General Agent agrees to comply fully without limitation with, and require its Subagents to comply with, all present and future rules, regulations and directives of any nature issued by FDL with respect to market conduct, including, but not limited to:

- A. Replacements.** General Agent agrees to comply with, and require its Subagents to comply with all applicable Laws, and all present and future rules, regulations and directives of any nature issued by FDL, with respect to replacements.
- B. Suitability.** General Agent agrees to comply with, and require its Subagents to comply with, all present and future rules, regulations and directives of any nature issued by FDL, or any applicable Law, relating to suitability in the marketing or sales of life insurance and/or annuity products. In the event that FDL determines, in its sole discretion, that a sale of a FDL Product was made in violation of any FDL rule, regulation and directive, or any applicable Law, regarding suitability in the marketing or sales of life insurance and/or annuity products, and FDL determines that all premium or contributions received for the Product involved in such transaction should be refunded, the General Agent agrees to forfeit and/or refund commission on any such Product, as requested by FDL.

18. OTHER LAWS.

- A. Generally.** The General Agent acknowledges that FDL is subject to Laws governing the Products and the conduct of its business. To the extent that such Laws require the agents of FDL to comply with such Laws, either directly or indirectly, the General Agent agrees to implement the processes and/or procedures required by FDL at the General Agent's cost.
- B. USA PATRIOT Act and Anti-Terrorism.** The General Agent agrees that USA Patriot Act imposes obligations on the General Agent and, at the direction of FDL, agrees to abide by such requirements as provided by Law and/or delineated in this Agreement or by separate written rule or directive from FDL. Other regulatory requirements, such as the Executive Orders of the U.S. President on terrorism may require agent compliance independent of any FDL directive. General Agent agrees to abide by such requirements and agrees that non-compliance, notwithstanding any other section of this Agreement, shall be grounds for immediate termination of this Agreement, and may result in the declination of an application for Product submitted to FDL.

19. DECLARATIONS.

- A. Felony Convictions.** The General Agent represents and warrants that neither the General Agent nor any of its Subagents have been convicted of a felony, and the General Agent will report any felony convictions to FDL immediately. Any felony conviction entered against the General Agent involving dishonesty or breach of trust shall be grounds for immediate termination of this Agreement.
- B. Government Business; Debarment.** The General Agent certifies that neither it nor its employees or subcontractors have been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract; (ii) listed by a

federal governmental agency as debarred; (iii) proposed for debarment or suspension or otherwise excluded from federal program participation; (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v) within a three (3) year period preceding the date of this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

The General Agent also acknowledges and agrees that it has a continuing obligation to notify FDL in writing within seven (7) business days if any of the above-referenced representations change. The General Agent further acknowledges and agrees that any misrepresentation of its status or any change in its status at any time during the term of this Agreement may be grounds for immediate termination of this Agreement, at the sole discretion of FDL.

20. AUDITS.

FDL and its representatives will be permitted to audit, at its own expense, the corporate and financial records of the General Agent and the General Agent's compliance as they pertain to the terms and conditions of this Agreement. In order to perform any such audit, FDL and its representatives will be permitted to (a) visit and inspect any of the properties of the General Agent, (b) examine the corporate and financial records of the General Agent and make copies or extracts of them as they pertain to the Products and this Agreement, and (c) discuss the affairs, finances and accounts of the General Agent with the directors, officers, key employees and independent accountants of General Agent. The General Agent will fully cooperate, at its own expense, with FDL in the performance of any such audit.

21. INDEMNIFICATION.

The General Agent agrees, on behalf of itself and its Subagents, to indemnify, defend, and hold harmless FDL from any and all expenses, costs, losses, claims, damages or liabilities, joint or several, (collectively the "liabilities") to which FDL or any of its directors, officers or employees thereof may become subject insofar as the liabilities arise out of or are based upon: (a) any nonperformance or breach by the General Agent of any provision of this Agreement; (b) any act or omission of the General Agent which is negligent, reckless, fraudulent or unauthorized; (c) any violation of any Law or failure to comply with any court order by the General Agent; or (d) any other act or omission for which the General Agent is responsible or liable for under this Agreement. Without limiting any of its rights to indemnification, FDL in its sole discretion may negotiate, defend, settle or pay any such liabilities. FDL is entitled to reimbursement for any amount paid plus any and all fees and expenses incurred in investigating, defending against or paying the liabilities.

**FORT DEARBORN LIFE INSURANCE COMPANY
GENERAL AGENT'S AGREEMENT**

22. TERMINATION.

A. Without Cause. This Agreement shall terminate:

- (1) Automatically if:
 - (a) FDL stops doing business; or
 - (b) the General Agent suffers a financial impairment which, in the opinion of FDL, may affect the General Agent's performance under the Agreement.
- (2) Upon thirty (30) days written notice by either party to the other;
- (3) Upon the death or disability of the General Agent; or
- (4) Upon any legal or contractual event causing a dissolution of the corporate structure of the General Agent. FDL may rely on this Agreement as existing prior to the dissolution until such time as FDL has formal written notice of such dissolution.

B. With Cause. This Agreement shall terminate immediately without notice of any kind and at the sole option of FDL, if the General Agent at any time:

- (1) breaches any of the terms restrictions, or limitations of this Agreement; and/or
- (2) fails to perform any of its duties or obligations under this Agreement; and/or
- (3) commits any of the acts in **Section 9.F.** that justify a forfeiture of Compensation under this Agreement.

C. Post Termination Duties. The parties shall have no duties upon termination of this Agreement except to settle their accounts including payment of compensation on Product in effect on the date of termination or issued pursuant to applications received by FDL prior to termination; to pay any existing indebtedness which shall become due and owing in full as of the termination date; to reimburse or indemnify as set forth in this Agreement; and to carry out any residual obligations which arose while this Agreement was in force. In the event this Agreement terminates due to death or legal incompetence of the General Agent, the representatives of the General Agent may perform these duties if so approved by FDL.

D. Post Termination Solicitation. For two (2) years following termination of this Agreement, the General Agent shall not transfer or attempt to transfer business placed by the General Agent through FDL with a new insurer. Following termination of this Agreement, for whatever reason, FDL shall have the right to sell the Product directly or through other General Agents, Subagents or Producers, to preserve in-force Product, and to otherwise conduct its business without any limitation except that imposed by Law.

23. MODIFICATION.

This Agreement may be modified only if in writing. FDL may modify this Agreement without General Agent's consent in order to comply with any Law.

24. ESTOPPEL

The failure by either party to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

25. ASSIGNMENT.

The General Agent will not transfer or assign this Agreement in whole or in part, or any right or obligations or compensation arising from this Agreement unless agreed to in writing by FDL.

26. GENERAL AGENT MANAGEMENT/OWNERSHIP CHANGES.

General Agent agrees to give FDL timely notice of all changes in the management or ownership of the General Agent, which shall include a merger of the General Agent with any other entity. Timely notice in no event shall mean more than thirty (30) following the event requiring notice. FDL reserves the right to terminate this Agreement if it does not approve, in writing, of the change in management or ownership of the General Agent.

27. FDL MERGERS.

FDL may merge with, be consolidated into or transfer substantially all of its business and assets to another corporation.

28. DELEGATION.

General Agent will not delegate any of its functions or duties without the prior written consent of FDL.

29. ENTIRE CONTRACT.

This Agreement and any Product Addenda or Compensation Schedule or other document executed as part of this Agreement, supersede any and all previous FDL contracts, stipulations and agreements, written or oral with respect to the Product. Any superseded agreement under which compensation is still payable shall be considered as continuing in force solely for the purpose of such payments, but will be subject to any liens or assessments contained therein or in this Agreement.

30. SURVIVAL

No termination of this Agreement will affect any covenants, conditions, commitments, undertakings and rights, agreements, or obligations of either party made in this Agreement which are intended to survive such termination.

31. SEVERABILITY; INTERPRETATIONS.

Should one or more provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

32. NOTICES.

Unless otherwise provided in this Agreement, all notices and other communications, which must be provided under this Agreement, must be in writing and will be deemed to have been given on the date of service if served on the addressee personally, by e-mail, or by facsimile, or to have been given (5) five days after the day of mailing, if sent by first class mail

**FORT DEARBORN LIFE INSURANCE COMPANY
GENERAL AGENT'S AGREEMENT**

to, in the case of the General Agent, to the last known address and, in the case of FDL, to the Vice President, Individual and Annuity, with a copy to the General Counsel at the main administrative offices of FDL in Downers Grove, Illinois.

33. RIGHT TO CONTRACT.

The General Agent hereby represents and warrants to FDL that it is not bound by any regulatory, contractual, or other restriction or negative covenant, which in any way would prohibit or otherwise affect its right to enter into this Agreement with FDL or would otherwise impede its ability or right to perform any of its duties or obligations under this Agreement.

34. GOVERNING LAW.

This Agreement will be administered, construed and enforced according to the laws of the State of Illinois (without regard to any conflicts of law provisions).

35. ARBITRATION AGREEMENT.

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the parties from which one will be chosen using the applicable rules. The hearing shall be conducted at a mutually agreeable location in

DuPage County, Illinois. The decision of the arbitrator shall be final and binding upon all parties.

Each party shall bear its own expenses of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this agreement. Any questions involving contract interpretation shall use the laws of Illinois. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder. Any action filed in order to enforce this Agreement, including an arbitration award shall be filed solely in the courts located in DuPage County, Illinois.

36. REPLACEMENT OF PRIOR CONTRACTS.

This Agreement replaces and supersedes all previous agreements between the General Agent and FDL relating to the sale and servicing of FDL products and services, except as expressly provided in this Agreement; provided that any compensation earned by the General Agent on business submitted prior to the date of this Agreement, that was vested under such prior agreement(s), shall remain vested as provided in such prior agreement(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

to be effective: _____
(Date)

FORT DEARBORN LIFE INSURANCE COMPANY

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

GENERAL AGENT

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Tax I.D.: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Phone Number: (800) 538-0379
Fax Number: (972) 996-9368

Administrative Office:
P.O. Box 655403
Dallas, Texas 75265-5403

Instructions: Complete all sections of this form; date, sign and return the form with a voided check or deposit ticket, if a savings account.

Check one of the following choices:

- New Electronic Funds Transfer (EFT) payment program** – Begin paying my individual commissions directly into the bank account shown below.
- Change my existing EFT payment program** – Change my EFT payment program as follows (check any that apply):
 - Change bank information
 - Change account information

I hereby certify that the checking or savings account indicated below is under my direct control and access; therefore, I authorize Fort Dearborn Life Insurance Company (FDL) to initiate credit entries, and initiate adjustments for credit entries made in error, to the account number below. I also authorize the bank named below to credit and/or debit the same account number. This authority is to remain in full force and effect until FDL has received written notification from me of its termination or change in such time and manner as to afford FDL a reasonable opportunity to act on it.

Bank Deposit Information:

Producer Name: (Last, First, Middle Initial)

Name of Financial Institution:

Local Branch telephone number with area code:

Bank Branch location: (city, state, zip code)

Bank transit routing and account number

: :

(Nine-digit bank transit routing number) (Bank Account Number)

Print Producer/Account Holder Name above

Producer (Account Holder) Signature

Daytime Phone Number of Producer

Date

Please Attach an Unsigned-VOIDED check or deposit ticket here:

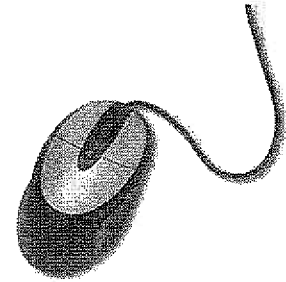
(Failure to attach a voided check or deposit ticket will delay processing your EFT request.)

Note: FDL is not responsible for the result of inaccurate information provided on this form. Inaccurate/illegible entries may delay processing.



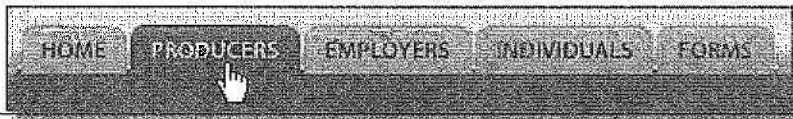
NOW YOU CAN REGISTER ONLINE FOR FORT DEARBORN LIFE'S EXPANDED ANNUITY SERVICES.

We not only have a brand new Agent Portal but we've also improved our registration process for all licensed and appointed producers.



How do I register for Producers Corner?

- Go to fdl-life.com.
- Click on the "Producers" tab at the top of the page.



- Select the "Producers Corner" option on the right-hand side of the page, and follow the registration steps.

Annuity Producers

Learn more about our Annuity products. Connect to our online annuity producer support services to access our current interest rates, product information, marketing materials, sales and administrative forms. Find all the tools you need to service your clients.

- **Product Information**
Fort Dearborn Life offers a diverse line of fixed and index annuity products designed to meet your clients' retirement planning needs.
- **Producers Corner**
Producers Corner gives you the online tools you need to sell and service our Annuity products.
- **Become a Producer**
Not appointed with Fort Dearborn Life? Learn more about the benefits of working as a Fort Dearborn Life producer.

Once your registration and appointment is verified, you will be notified by e-mail that your registration is final and you can begin exploring the benefits and features of Fort Dearborn Life's expanded and enhanced **Annuity Producers Corner!**

Having a problem? Contact Annuity Sales & Marketing at **1-800 282-6363**.