

Licensing Checklist

- Appointment Questionnaire (*Important! Answer all questions and fill out completely. Be sure to attach any supporting documents where requested.*)
- Fair Credit Reporting Act Disclosure - (*Be sure to print and sign name and list social security number.*)
- IRS Form W-9
- "I certify" letter (*if agent contract*) – Recruiting General Agent must sign this form
- "I Understand" letter (*if appointment only*) – Needed only if General Agent (not company) is paying commissions
- Medicare and Short-Term Care Compensation Schedules
Signed and dated by new Agent or new Agent and General Agent (*if applicable*)
- Life & Health Compensation Schedules
Signed and dated by new Agent or new Agent and General Agent (*if applicable*)
- Brokerage General Agent or Broker Contract Shell – Signed and dated
- Copy of Life and Health License
- Check for appointment fee of \$ _____
- If agent has an agency licensed within their home state, we need a copy of both the individual and agency license along with double fees.
- Form # BDDAA-01 Direct Depositing of Agent Commissions. If you would like your commissions deposited directly into your checking, savings or credit union account, please complete this form (*see form for complete instructions*).

Completed paper work can be Faxed to 404-926-4046 or email to bflagency@atlam.com.

The Licensing Department will process your paperwork as diligently and as expediently as possible. We are constantly looking for ways to make the process easier and faster while continuing to meet compliance requirements. The largest cause of processing delays is the submission of incomplete and unsigned paperwork. We ask that you please review your paperwork for completeness. Please be aware that all incomplete paperwork must be returned. We ask your help in avoiding these significant processing delays.

NOTE: Agents cannot write business until approved and have been notified by the Home Office.

Appointment Fees

State	Fee	State	Fee	State	Fee	State	Fee
AZ	No Fee	KY	R - \$40.00 NR - \$50.00	NE	\$10.00	SC	*No Fee
AR	*No Fee	**KS	\$5.00	NV	\$15.00	SD	R - \$10.00 NR - \$20.00
CO	No Fee	LA	\$20.00	NH	\$25.00	TN	\$15.00
DC	\$25.00	MA	\$75.00	NM	\$23.00	TX	\$10.00
DE	\$25.00	ME	R - \$30.00 NR - \$70.00	NC	\$10.00 Medicare \$20.00 LH	UT	No Fee
FL	\$60.00	MD	No Fee	ND	\$10.00	VA	\$12.00
GA	\$10.00	MI	R - \$5.00 NR - \$10.00	OK	\$40.00	WA	\$20.00
IA	\$10.00	MS	\$10.00	OR	No Fee	WI	R - \$7.00 NR - \$24.00
ID	No Fee	MN	\$10.00	OH	\$20.00	WV	\$25.00
IL	No Fee	MO	No Fee	PA	\$15.00	WY	\$15.00
IN	No Fee	MT	No Fee	RI	No Fee		

*Company pays Appointment Fee.

(Agency information on back)

**Need copy of Errors & Omissions Certification for appointment in the state of Kansas.

The following states require an agency/business insurance license:

Arizona	Maryland	Ohio
Arkansas	Massachusetts	Oklahoma
Colorado	Michigan	Oregon
Delaware	Minnesota	Pennsylvania
District of Columbia	Mississippi	Rhode Island
Georgia	Missouri	South Carolina
Idaho	Montana	South Dakota
Illinois	Nebraska	Texas
Indiana	Nevada	Utah
Kansas	New Hampshire	Virginia
Kentucky	New Mexico	Washington
Louisiana	North Carolina	Wisconsin
Maine	North Dakota	Wyoming

The following states require a Company appointment for the agency/business:

Arkansas	Massachusetts	Oregon
District of Columbia	Michigan	Pennsylvania
Idaho	Montana	South Dakota
Kansas	Nevada	Texas
Kentucky	New Hampshire	Utah
Louisiana	North Dakota	Virginia
Maine	Ohio	Washington
Maryland	Oklahoma	Wyoming

ALL QUESTIONS MUST BE ANSWERED

- 28. How long have you held an insurance license? _____
- 29. Were you associated with the insurance industry before receiving your insurance license? Yes No
If so, in what capacity? _____
- 30. Do you carry Errors & Omissions Insurance or are you bonded in any state or by an insurance carrier? . Yes No
If yes, provide company name and policy number. _____

If your answer to any of the questions from 31 to 40 is marked "Yes," please attach complete documentation.

- 31. Are you presently indebted to any insurance company or managing general agent? Yes No
- 32. Are you presently indebted to any county, state or federal agency? Yes No
- 33. Within the past ten years, have you filed, have pending or discharged a bankruptcy (Chapter 7, 11 & 13)?..... Yes No
- 34. Do you have any outstanding liens or judgments against you?..... Yes No
- 35. Are there any criminal charges pending against you, or have you ever been convicted of or pleaded nolo contendere to any felony or misdemeanor, except traffic offenses? If yes, give complete information and attach copy of the court order. Yes No
- 36. Have you ever been denied or forfeited a bond or defaulted on a student loan?..... Yes No
- 37. Have you ever been named a party in any lawsuit (other than divorce)?..... Yes No
- 38. Have you ever been the subject of any investigation or proceeding by any insurance department or been expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry? Yes No
- 39. Have you ever had any agent/agency contract or company appointment terminated for cause? Yes No
- 40. Have you ever been refused a license to sell insurance, had a license suspended or revoked, or withdrawn any application or surrendered any license to avoid any disciplinary action? Yes No

I certify that I have answered all questions honestly and to the best of my knowledge.

Date _____ **Signature** _____

CRIMES BY OR AFFECTING PERSONS ENGAGED IN THE BUSINESS OF INSURANCE WHOSE ACTIVITIES AFFECT INTERSTATE COMMERCE.

Under the Violent Crime Control & Law Enforcement Act of 1994 (18 USC 1033 § 1034), there are criminal penalties for anyone who willfully allows a person who has been convicted of any criminal felony involving dishonesty or a breach of trust, to participate in the business of insurance. It further prohibits any individual, who has been convicted of any criminal felony involving dishonesty or a breach of trust, to willfully engage in the business of insurance. Violators may be subject to imprisonment for up to 5 years and/or fines of \$50,000.

For consideration of any appointment, the following question must be answered, the agent's initial placed where indicated, and the form signed and dated below.

Have you ever been arrested for any crime, other than a traffic offense? (Answer YES or NO) _____ Your Initials _____

If "Yes," provide the date, jurisdiction, charge and sentence. _____

Date _____ **Applicant's Signature** _____

Bankers Fidelity Life Insurance Company

4370 Peachtree Road, N.E., P. O. Box 105185, Atlanta, Georgia 30348-5185

Local: (404) 266-5600; Toll Free: (800) 241-1439

THIS FORM MUST BE COMPLETED, SIGNED AND DATED FOR ALL AGENTS SEEKING APPOINTMENT.

FAIR CREDIT REPORTING ACT DISCLOSURE

A consumer report may be prepared whereby information is obtained through a consumer reporting agency. This inquiry may include information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living. This report may be obtained for employment purposes including employment, promotion, reassignment, retention or any other legitimate business purposes. In the event of your termination, Bankers Fidelity Life may obtain a consumer report as defined above for the purpose of determining your ability to repay any debit balance owed to Bankers Fidelity Life at the time of your departure.

I _____, hereby authorize
(Print or Type Name & Social Security Number)

Bankers Fidelity Life Insurance Company to obtain a consumer report on my behalf under any of the circumstances described above. I further acknowledge Bankers Fidelity Life's right to obtain a consumer report about me after my termination and recognize that it will be used in the review or collection of my debit account with Bankers Fidelity Life.

Date _____ Signature _____

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		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
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. 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 2.** 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 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 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. person (including a U.S. resident alien).

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 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



shall, within thirty (30) days of the date the policy was mailed to the Broker, return said policy to the Company with a written statement indicating the specific reason(s) for non-delivery thereof.

- E. The Broker shall not be authorized to solicit and submit business to the Company unless and until Broker receives notice (either written, electronic or otherwise) from Company that Broker is authorized to do so and a Broker's number has been assigned by the Company.
 - F. The Broker shall not sell any of Company's products in conjunction with the concurrent sale of any non-insurance related product, nor shall Broker represent any non-insurance related product as being associated with, condoned or endorsed by Company.
 - G. The Company reserves the right, in its sole discretion, to terminate, modify or discontinue any insurance product line or annuity it offers.
- 2. RELATIONSHIP.** Nothing contained herein shall be construed as creating the relationship of employer and employee between Company and Broker. Broker shall be an "Independent Contractor" for all purposes and reserves full control of and responsibility for Broker's activities with the right to exercise independent judgement as to Broker's time, the method of Broker's work, etc. so long as such is lawful and consistent with the rules and regulations of the Company and State Insurance Department or other regulatory agency of the state(s) in which the Broker is operating.
- 3. COMPENSATION.** Subject to: (i) all applicable terms and conditions both set forth herein and/or pursuant to any other written agreement by and between Broker and Company; and, (ii) Company retaining Compensation (as hereinafter defined) for the repayment of any indebtedness due Company by the Broker or for other reasons as stated herein or as allowed by law, Company shall pay Broker (or Broker's agents, sub-agents, employees, successors, assigns and/or affiliates), as the Company, in its sole discretion, may deem is appropriate, as full payment for business submitted to the Company by or through the Broker and accepted by the Company, commissions in accordance with the attached Compensation Schedule (hereinafter referred to as "Compensation") which expresses Compensation as being a percentage of commissionable premiums received and accepted by the Company. However, Compensation will only be issued to the Broker when the amount due is \$30.00 or more. Further, in the event Broker has assigned all or any part of any Compensation to be paid hereunder pursuant to paragraph 10 of this Agreement, Broker, by and through this Agreement, hereby consents to the payment of any such Compensation so assigned directly to Broker's assignee, with Broker receiving only the remaining portion due, if any, of said assigned Compensation. Further, if Broker assigns any such Compensation hereunder pursuant to paragraph 10 of this Agreement, Broker shall immediately notify Company regarding the nature and extent of such assignment and the address of the assignee. Further, Broker shall be responsible for the payment of any unpaid amounts and/or uncollected balances due the Company from any of Broker's agents, sub-agents, employees, assigns and/or affiliates.

From time to time, Company, in its sole discretion, may increase premiums charged to its insureds. Broker shall not be entitled to Compensation on any such premium increases for business/policies sold prior to the premium increase.

Broker shall not be entitled to any Compensation for premiums paid to Company for any insurance rider, unless agreed to by Company in writing.

- 4. VESTING.** Except as otherwise provided herein, Compensation on first year and renewal commissions and override commissions shall be fully vested through the 10th policy year and shall be payable according to the terms of the Compensation Schedule to the Broker, Broker's heirs, executors, administrators, trustees, successors, assigns, agents, sub-agents, employees and/or affiliates, as the case may be. Broker shall receive a service fee from the 11th policy year until termination, surrender, cancellation, or lapse of the policy payable according to the terms of the Compensation Schedule. The vesting and service rights of this paragraph are subject to termination upon Compensation derived from Broker's renewal commissions decreasing to a monthly level of fifty dollars (\$50.00) or less for three (3) consecutive months, in which case the vesting and service fee provisions of this Agreement shall be deemed to be automatically terminated on the last day of the third consecutive calendar month in which the above described minimum level was not maintained. In order to resume writing policies for the Company the Broker must enter into a new agreement with the Company and be issued a new writing agent number. Broker's vesting rights shall also be terminated immediately upon termination of this Agreement with cause.
- 5. ASSISTANCE FEE:** If this Agreement has been terminated for any reason and Broker continues to be owed Compensation on any policy other than a life insurance policy (hereinafter "Health Policy") then, to the extent Company or its designee is in its sole discretion required to service a Health Policy, Company or its designee may in its sole discretion, keep up to twenty-five percent (25%) of any Compensation otherwise owed Broker on any Health Policy which Company or its designee is required to service as an Assistance Fee. The Company, or its designee, reserves the right in its sole discretion and at such time as it deems appropriate to discontinue the Assistance Fee and resume payment of any Compensation otherwise owed on the Health Policy to Broker.

From time to time, Broker may be requested by Company to service another Broker's Health Policies and, if Broker agrees to do so, Broker shall receive the Assistance Fee. Company has the right and sole discretion to reassign the servicing of another Broker's Health Policies in which case Broker shall no longer be entitled to the Assistance Fee.

- 6. COLLECTIONS.** All premiums collected by the Broker shall be remitted to the Company daily by first class mail without any deduction whatsoever.
- 7. REFUNDS.**
- A. In the event the Company shall, either during the continuance of this Agreement or after its termination, refund premiums under any policy except as policy benefits, the Broker shall forfeit all right to Compensation on said policy and shall immediately return to the Company any Compensation paid attributable to the premium refunded.
 - B. If, during the first policy year and for any reason it becomes necessary for the Company to refund premium paid by the Insured on the Modified Death Benefit Plan, the Company shall charge Compensation based upon the entire first year earned commission against any other Compensation owed Broker.
- 8. SUPPLIES.** Any policy forms and other Company supplies furnished by the Company to the Broker shall always remain the property of the Company and shall be accounted for and returned by the Broker to the Company on demand. All accounting or other records of the Broker pertaining to the business of the Company shall be subject to inspection at any time by the Company or its designated representative(s).
- 9. LICENSES AND EXPENSES.**
- A. The Broker shall be responsible for and shall maintain at Broker's own expense, all appropriate licenses to perform Broker's duties hereunder.
 - B. The Broker and not the Company shall be responsible for Broker's and Broker's agency's expenses such as rent, transportation, facilities, clerk hire, solicitor's fees, postage, telegrams, telephone, expressage, advertising exchange, or any other expenses whatsoever connected with the performance of Broker's duties hereunder.
 - C. The Broker shall furnish bond in an amount and surety satisfactory to the Company for purposes of assuring the discharge and performance of all Broker's duties and obligations hereunder.

- 10. ASSIGNMENT.** No assignment of any rights or obligations hereunder made by Broker shall be binding upon the Company unless in writing and accepted at the Home Office of the Company by an authorized officer at Company's sole discretion. Any assignment by Broker not made in accordance with this provision shall be null and void.
- 11. ADVERTISING.** The Company, prior to its use or publication, must approve any and all written, oral or electronic communication of any nature that is designed to induce someone to purchase or retain insurance products of the Company in writing. The failure to obtain such prior written approval shall be grounds for immediate termination of this Agreement, with cause.
- 12. INDEBTEDNESS AND SECURITY AGREEMENT.** From time to time, and at the Company's sole and absolute discretion, Company may loan money to the Broker in the form of a Compensation advance. Further, in the event Company does loan money to the Broker, Broker shall grant Company a first priority security interest in all of Broker's Compensation, or other such collateral or security as requested by Company. Any such loan and security interest shall be made pursuant to and in accordance with a separate agreement entitled "BROKER'S ADVANCE COMPENSATION AND LOAN AGREEMENT." Further, Broker shall not be eligible for a loan from Company until such time as: (i) Company has approved said loan; and, (ii) Broker has delivered to Company a duly executed Broker's Advance Compensation and Loan Agreement.

Broker agrees he shall not pledge, offer as security nor collateral nor otherwise encumber any of the commissions, monies or other Compensation due or to become due under this Agreement without the written permission of Company which permission shall be in Company's sole and absolute discretion.

- 13. CONTRACT YEAR.** "Contract Year" as used herein shall mean each calendar year after the Agreement Date; provided, that period between the Agreement Date and the beginning of the first calendar year shall be prorated to a full year.
- 14. EXTRA PREMIUMS.** Compensation may be payable on permanent and extra premiums charged by the Company because of an insured's occupation or other impairment. The premium shall be considered as all other premium and the payment for same shall be calculated pursuant to the attached Compensation Schedule. Provided, however, no extra nor temporary premiums charged for aviation during the first policy year shall be included in the Compensation calculation, nor shall any temporary nor extra premiums charged for five years or less be included in the Compensation calculation.
- 15. CONVERSIONS.** Compensation on any individual policy conversion (excluding group insurance) shall be paid as follows:
- A. Original date conversions. The Compensation on a policy converted from a term policy to an ordinary whole life policy whereby the conversion is deemed effective as of the original effective date of the term policy shall be as follows: The premiums and the resulting Compensation due, accrued and previously paid on the term policy shall be calculated from its effective date (hereinafter "the Term Policy Compensation"). The premiums and the resulting Compensation which would have been due, accrued or previously paid on the term policy had it been a whole life policy initially shall be calculated from the initial effective date of the term policy (hereinafter "the Whole Life Policy Compensation"). Compensation on the converted policy shall be the difference between the Term Policy Compensation and the Whole Life Policy Compensation, if any.
 - B. Attained age conversions. Compensation on conversions at the attained age of the Insured shall be payable as if the policy were a new policy issued at the attained age of the Insured subject to the following reductions:
 - (1) where the date of conversion is less than one year from the date of the converted policy's original issuance or the rider effective date, the Compensation shall be reduced by the Compensation previously paid or accrued on the converted policy or rider;
 - (2) where there is a conversion of a Term Policy or Rider, no Compensation shall be payable on any Term Allowance credited to the Insured by the Company.
- 16. REPLACEMENTS.** The Company reserves the right to not pay Compensation and/or terminate the Agreement of a Broker who issues or attempts to have issued:
- A. any policy similar to a former policy issued by the Company on the same Insured which former policy has been terminated, lapsed, cancelled or surrendered within one year prior to the date of the application for the new policy; whether the new policy is with Bankers Fidelity Life or another insurance company; or,
 - B. any new policy which, in the sole judgement of the Company takes or is to take the place of other insurance on the same person.
- 17. ADVANCE PREMIUMS.** No Compensation is payable on premiums paid in advance (except as applied toward payment of currently owed premiums) nor on premiums for Preliminary Term Insurance.
- 18. ADDITIONAL BENEFITS.** Compensation on premium paid for additional benefits not included in the Compensation Schedule hereof shall be payable at the same rate as the policy for which they are a part, unless otherwise specified in writing by the Company.
- 19. TWISTING.** The Company reserves the right in its sole discretion to terminate all Compensation otherwise owed or to be owed to Broker who, during the term of this Agreement, induces or attempts to induce any policyholder of the Company to relinquish, cancel, surrender or lapse said policyholder's policy.
- 20. WITHHOLDING PREMIUMS.** Failure of the Broker to pay and/or remit premiums to the Company as required herein shall result in the immediate termination of this Agreement and forfeiture of any Compensation which is payable or which would otherwise accrue hereunder.
- 21. TERMINATION OF AGREEMENT.**
- A. This Agreement may be terminated at anytime by the Broker or the Company, without cause, upon thirty (30) days written notice of termination being sent by either party to the other in the following manner: either by (i) U.S. Mail, First Class to the party's last known mailing address; (ii) facsimile transmission; or, (iii) electronic mail.
 - B. This Agreement will terminate immediately upon Broker's loss or suspension of licenses or other credentials necessary to perform Broker's duties hereunder, without cause.
 - C. This Agreement will terminate immediately, subject to Paragraph 4, upon the death or the total and permanent disability of the Broker. After the death or permanent disability of Broker, Compensation will be paid to the Broker's estate or Broker, as the case may be, as they come due, subject however to: (i) the Vesting Clause; and, (ii) the repayment of all indebtedness due Company by Broker; and (iii) all other provisions of this Agreement.
 - D. This Agreement may be terminated immediately for failure of the Broker to notify the Home Office in writing within fifteen (15) days of any change of address or telephone number. A returned envelope for address correction will constitute failure of compliance with this provision.
 - E. This Agreement will terminate immediately upon Broker breaching any of the terms and conditions contained herein or engaging in any conduct which in the Company's sole discretion, is detrimental to the Company and/or its business. In such instance the Company may, in its sole discretion, withhold any Compensation otherwise due or to become due.
 - F. Upon termination of this Agreement, for any reason, all business on which a commission or other Compensation is due or is to become due and

which has been transacted by Broker shall be consolidated and accounted for under a single agent number.

- 22. **VENUE AND JURISDICTION.** In any action, suit or other proceedings, including non-contractual disputes, venue shall be in DeKalb County, Georgia and both parties waive any other venue unless agreed to in advance in writing by the parties. Broker hereby consents to and subjects Broker to the courts of general jurisdiction in DeKalb County, Georgia.
- 23. **POST-TERMINATION ACTIVITY.** In consideration and receipt of Company trade secrets, business methods and procedures which are the property of the Company and which enable the Company to compete successfully in its business, Broker agrees that for a period of two (2) years following termination of this Agreement for any reason, Broker shall not, on Broker's own behalf or on behalf of any person, firm, partnership, association, corporation, or business organization, entity or enterprise solicit, contact, call upon, communicate with or attempt to communicate with any Company policy owner or prospective policy owner with a view to sell or provide any product competitive with or potentially competitive with any product sold or provided by the Company during the two-year period prior to the termination of this Agreement. The restrictions set forth in this paragraph shall only apply to policy owners or prospective policy owners of the Company with whom Broker had contact during the two-year period prior to the termination of this Agreement.

Broker agrees that any violation of the above-referenced covenant not to solicit Company's policyholders, may result in the cessation and termination immediately of all Compensation, commissions, fees, payment, or other enumeration to which Broker is or may be entitled whether vested or not. Breach of this provision shall also entitle the Company to injunctive relief. Broker hereby waives the right to contest the bringing or the granting of said injunctive relief, and Broker further agrees that Broker shall be liable for the Company's reasonable attorneys fees and court costs in the event the Company employs any attorney and files a legal action to enjoin such violation of these provisions of the Agreement and/or to seek any and all remedies available hereunder or at law.

In any successful action by the Company to enforce the above-referenced covenant, Broker shall be liable in addition to the above, for liquidated damages in an amount equal to 60 percent of the annualized first year premium of each Company policy which lapsed, surrendered, terminated, cancelled or was replaced as a result of Broker's violation of said covenant. Broker acknowledges that should he violate any of the provisions of this paragraph, the damage to Company would be difficult or impossible of estimation. Hence, Broker agrees that the 60 percent figure referenced above is a reasonable pre-estimate of the probable loss to Company and does not constitute a penalty.

- 24. **COMPLIANCE WITH PRIVACY LAWS.** The Broker shall comply with all statutes, rules, regulations and laws of every nature, both state and federal, relating to the prohibition on the dissemination of any personal, financial and/or health related information of any former, current or prospective policyholder of Company, including, without limitation, strict adherence to the provisions of the Gramm-Leach-Bliley Act, Public Law 106-102. Further, and in addition to all other requirements set forth herein, the Broker shall not provide any other insurance carrier with information of any nature which the Broker has obtained from a prospective policyholder without the written consent of said policyholder.
- 25. **PRIOR AGREEMENTS.** This Agreement replaces and terminates all other agreements between the Broker and the Company, except that all first year and renewal commissions on business written under any prior agreement will be paid in accordance with the provisions of that agreement. Further, and not withstanding the aforesaid, any and all obligations of Broker to Company under any prior agreement(s), including, without limitation, Broker's obligation to pay any amounts due Company by Broker under any said prior agreement(s), shall be merged into this Agreement, and all said amounts due Company by Broker shall be due and payable in accordance with the terms and provisions of this Agreement.
- 26. **MISCELLANEOUS.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties. Except as set forth herein, it may only be modified, amended, or altered in writing, signed by the parties hereto. Headings of the Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. The failure of the Company to demand strict compliance of the Broker with the terms hereof shall not constitute a waiver of the Company's right to subsequently require strict compliance with the terms of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Georgia.
- 27. **DAMAGES, ATTORNEYS' FEES AND COSTS.** Broker shall indemnify, hold harmless and defend Company from and against any and all damages, losses, claims, demands, suits, actions, expenses and liabilities of any nature, including, without limitation, reasonable attorneys' fees and court costs, which arise out of, involve or relate to Broker's breach of this Agreement and/or any actions by Broker, Broker's agents, sub-agents, employees, successors, assigns and/or affiliates, which cause Company to incur damages of any nature, including attorneys fees.
- 28. **NOTICES.** For purpose of this Agreement, the addresses and phone numbers of the parties are as follows:

If to Company: Bankers Fidelity Life Insurance Company P. O. Box 105185, Atlanta, Georgia 30348-5185 404-266-5600 Attn: Agency Dept.-Licensing & Contracting	If to: Broker: _____ _____ (Print Name) Address: _____ _____ Telephone No.: _____
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PERSONAL GUARANTY

The undersigned hereby personally guarantee(s) all obligations and indebtedness of Broker under the foregoing Agreement.

(Signature)

(Signature)

(Print Name)

(Print Name)

**Bankers Fidelity Life Insurance Company
Agent Commissions**

DIRECT DEPOSIT AUTHORIZATION AGREEMENT

I authorize Bankers Fidelity Life Insurance Company to deposit the entire amount of my commission check into the account indicated below. Additionally, if errors occur, I authorize correcting entries to my account indicated below. This agreement shall remain in force until terminated by either party.			
Financial Institution Name, City & State		Transit Routing Number	Account Number
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Printed Name as Signed on Account		BFLIC Agent Writing Numbers	
Signature			
Date	Social Security No. / Tax ID No.		
<p>NOTE: Please verify the routing number and account number with your financial institution. A voided check must be submitted with this authorization form.</p>			

GENERAL INFORMATION

To participate in our Agents Commission Direct Depositing Program, please complete the authorization form above and return it to the Agency Department. To properly effect the process, you must submit a voided check with your authorization. Deposit slips *cannot* be accepted in lieu of a voided check. A separate authorization must be submitted when commissions generated on particular writing number are deposited into another account. Those individuals requesting deposit into savings accounts must contact their financial institution customer service representative to obtain ACH deposit information to be submitted with their authorization form.

Once you submit your authorization agreement, we will verify all deposit information with a pre-notification to your financial institution when we send your check. Pre-notes can only be generated when you are due a weekly advance check or a monthly renewal check. Direct depositing of your commission check will begin within 30 days following the pre-note provided everything is coded correctly.

Once service has begun and you change banks or bank account numbers, you must submit a new authorization agreement and a new voided check. As with establishment of new service, another pre-note is required. Faxes of change information will not be accepted.

Either BFLIC or you may terminate this agreement by providing a thirty day written notice by either party to the other. All cancellations should be submitted to the Agency Department in the Home Office. Faxes are acceptable when you are stopping your direct deposit.