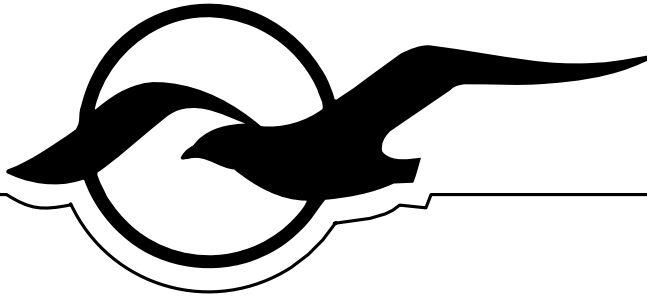


**Group
Producer Agreement**



**IAC PRODUCER AGREEMENT
IAC Group Insurance Plans**

Producer's Name _____ **Date** _____, 20____

- 1) Producer is hereby notified that Producer may procure applications for insurance programs subject to the terms and conditions of this Agreement with Insurers Administrative Corporation, hereinafter referred to as I.A.C. Producer understands and agrees that territory is not assigned to Producer exclusively.
- 2) It is understood and agreed:
 - (a) This agreement does not create a relationship of employer/employee, principal/agent, master/servant or other similar relationship between I.A.C. and the Producer.
 - (b) Producer acknowledges that he/she is not and shall not be considered an agent or representative of I.A.C. and that he/she will not expressly or impliedly represent himself/herself as such.
 - (c) Although I.A.C. may provide information regarding insurance programs to the Producer, neither this information nor any terms contained in this Producer's Agreement provides I.A.C. with any right or ability to control the Producer's activities and/or communications with any proposed insured or Insured Individual.
 - (d) Medical insurance commissions are calculated using the Standard Medical Premium Rate for the Employee and Dependent Unit Census at the time of issue. The Standard Medical Premium includes any applicable industry loads, but does not include the amount of premium increase due to risk loads that may be applicable.
 - (e) Medical insurance commission percentage rates at each renewal date are based upon the then current census of the enrolled group and are applied to the Standard Medical Premium Rate in effect at that time.
 - (f) First-year and renewal commission percentage rates for Life and Dental Insurance are based upon the full amount of the applicable Life and Dental Premium for the case.
- 3) Producer Agrees to:
 - (a) Remit all gross premiums and/or policy fees received or collected by Producer at once to I.A.C. with a full and detailed statement.
 - (b) Observe and comply with the insurance laws and regulations of the state or states in which Producer operates.
 - (c) Hold all supplies furnished by I.A.C. as property of I.A.C. provided for Producer's use while this agreement remains in effect and return same upon demand.
 - (d) Provide prompt, courteous service to certificate holders.
- 4) Producer has no authority and agrees not to:
 - (a) Bind I.A.C. or any of the Underwriting Companies available through I.A.C. by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of the Insurance Policies administered by I.A.C.
 - (b) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the Insurance Policy or allowed by law.
- 5) Producer agrees that:
 - (a) I.A.C. may offset against any compensation due Producer hereunder, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this Agreement.
 - (b) Producer may not assign this Agreement or the compensation accruing under it to any interest therein except with the prior written consent of I.A.C., and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
- 6) Producer agrees that this Agreement, together with any and all riders and supplements hereto, shall terminate:
 - (a) Thirty days following written notice by either party mailed to the last known address of such other party.
 - (b) Immediately for any act of dishonesty or fraud as determined at I.A.C.'s sole discretion. Upon the occurrence of such event, either before or after termination of this Agreement, all of Producer's rights under this Agreement, including Producer's rights to any commissions to which Producer might otherwise become entitled, shall thereupon cease.

- Continued -

- 7) Producer agrees that:
 - (a) This Agreement contains the entire agreement among the parties hereto and supersedes any and all previous contracts and agreements between Producer and I.A.C.
 - (b) Failure of I.A.C. to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
 - (c) No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of I.A.C.
- 8) **LIABILITY** - Producer shall indemnify I.A.C. for, and hold I.A.C. harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that I.A.C. may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 9) Producer understands and agrees that:
 - (a) I.A.C. reserves the right to discontinue or withdraw any plan of insurance and to set the commission percentage rates on plans which are now, or may hereafter, be offered by I.A.C.
 - (b) I.A.C. reserves the right to change commission percentage rates by providing a dated addendum to this Producer's Agreement.
 - (c) If I.A.C. for any reason refunds any premium or part of a premium on any policy, any commissions paid Producer on the amount refunded shall be repaid to I.A.C.
- 10) **RENEWAL COMMISSIONS** - The schedule of renewal commission percentage rates set forth herein begins with the second policy year and is applicable thereafter so long as this Agreement is in full force and effect and the Producer is recognized as the Agent of Record by the Insured.

This Agreement ("Addendum") is executed pursuant to the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, Subparts A and E, ("Privacy Rule") published by the Department of Health and Human Services ("DHHS") to implement the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA").

- 1) Definitions. Terms used this Exhibit not already defined in the Agreement are defined as follows:
 - a) *Business Associate* shall mean Producer.
 - b) *Covered Entity* shall meaning the insurer issuing the health or major medical insurance coverage.
 - c) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
 - d) *Personally Identifiable Financial Information* is any information regarding a specific consumer that is obtained in connection with the transactions processed or services provided under the Agreement.
 - e) *Individually Identifiable Health Information* is health information, including demographic information, collected from an individual that (i) is created or received by a health care provider, Covered Entity, employer or health care clearinghouse; (ii) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (iii) either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - f) *Protected Health Information* ("PHI") means Individually Identifiable Health Information that is recorded or maintained in any format or medium.
 - g) *Protected Personal Information* ("PPI") means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including by electronic media, and/or transmitted in any form, including by electronic media.
 - h) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.
- 2) Relationship of the Parties. IAC is a Business Associate of the Covered Entity. For purposes of this Addendum, Producer is deemed to be a Business Associate of IAC. Nothing herein shall create an employee/employer, master/agent or anything other than an independent contractor relationship between IAC and Producer.
- 3) Producer's Obligations. At all times Producer each agrees to:
 - a) Refrain from using or disclosing PPI for any purpose other than as specifically permitted or required by the Agreement and this Addendum; as specifically required in order to perform the services for which Producer has been engaged; or as permitted by law;
 - b) Implement and utilize appropriate safeguards to prevent the use or disclosure of PPI other than as permitted by the Agreement and this Addendum and by the Privacy Rule;
 - c) Mitigate, to the extent practicable, any harmful effect that is known to Producer as a result of a use or disclosure of PPI by Producer in violation of the requirements of the Agreement and this Addendum;
 - d) Report to IAC any use or disclosure of PPI not permitted by the Agreement and this Addendum of which Producer becomes aware;
 - e) Ensure that any subcontractor or consultant to whom Producer provides PPI received from IAC, or PPI created or received by Producer on behalf of IAC, agrees to the same restrictions that apply through the Agreement and this Addendum to Producer with respect to such information before April 14, 2004;
 - f) Provide PPI to IAC or, as directed by IAC, to an Individual, in a reasonable time and manner, in order to meet the requirements of the Privacy Rule or applicable state law;

- g) Make any amendment(s) to PHI that IAC directs Producer to make in order to comply with the Privacy Rules;
 - h) Make Producer's internal practices and records relating to the use and disclosure of PPI available to IAC or to the DHHS as required by law;
 - i) Document disclosures of PHI and information related to such disclosures as would be required in order to permit IAC to respond to a request by an Individual for an accounting of such disclosures of PHI in accordance with the Privacy Rules and either (i) provide such documentation to IAC or (ii) provide such documentation to an Individual at IAC's direction;
 - j) Implement and utilize safeguards to use or disclose only the minimum necessary information in the performance of Producer's obligations under this Agreement; and
 - k) Train Producer's employees regarding the HIPAA Privacy Rule and Producer's obligation under this Agreement.
- 4) IAC's Obligations. At all times IAC agrees to:
- a) Notify Producer of any limitation(s) in the Notices of Privacy Practices of any Covered Entity for whom IAC administers coverage, to the extent that such limitation may affect Producer's use or disclosure of PPI;
 - b) Notify Producer of any changes in, or revocation of, permission by an Individual to use or disclose PPI, to the extent that such changes may affect Producer's use or disclosure of PPI;
 - c) Notify Producer of any restriction to the use or disclosure of PPI that any Covered Entity for whom IAC administers coverage has agreed to, to the extent that such restriction may affect Producer's use or disclosure of PPI;
 - d) Refrain from requesting that Producer use or disclose PPI in any manner that would not be legally permissible if done by IAC or a Covered Entity except to the extent necessary for any data aggregation services or Producer's management and administrative activities;
- 5) Permitted Usage of PPI. Producer may use or disclose PPI for the following purposes:
- a) Except as otherwise limited in the Agreement or Addendum, to provide the services for which Producer has been engaged provided that such use or disclosure of PPI would not violate the Privacy Rule if done by IAC or Covered Entity;
 - b) Except as otherwise limited in the Agreement or Addendum, for the proper management and administration of Producer and to carry out Producer's legal responsibilities;
 - c) Except as otherwise limited in the Agreement or Addendum, for the proper management and administration Producer, provided that disclosures are required by law, or Producer obtains reasonable assurances from the person or entity to whom the PPI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Producer of any instances of which it is aware in which the confidentiality of the PPI has been breached; and
 - d) To subcontractors and consultants of Producer in order to permit such contractors, consultants and Producers to perform the services for which they have been engaged.
- 6) Term and Termination.
- a) The Term of this Addendum shall be April 14, 2003 and shall run concurrently with the Agreement.
 - b) Upon IAC's knowledge of a material breach of this Exhibit by Producer, IAC may either: (i) provide an opportunity for Producer to cure the breach or end the violation or terminate the Agreement, or (ii) if cure is not possible, immediately terminate the Agreement
 - c) If neither termination nor cure is feasible, IAC may report the violation to the Covered Entity to determine whether a report to the Department of Health and Human Services is necessary or appropriate.
- 7) Obligations upon Termination of this Agreement
- a) Upon the termination of the Agreement, Producer shall return to IAC all PPI that Producer has in its possession and retain no copies of such PPI, except Producer may retain that PPI that is necessary for it's management and administration. This provision shall apply to PPI that is in the possession of Producer's subcontractors and consultants.
 - b) If Producer is unable to return the PPI provided to Producer by IAC or created by Producer on IAC's behalf, Producer shall: (i) provide to IAC notification of the conditions that make return or destruction infeasible; and (ii) permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
 - c) If the return or destruction of the PPI is not feasible, Producer shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI indefinitely and not make any further use or disclosure of the PPI.
- 8) Survival of Obligations All restrictions regarding the use and disclosure of PPI contained in the Agreement and Addendum shall survive the termination of this Addendum for as long as Producer retains PPI.
- 9) Interpretation and Amendment. A reference in this Addendum to the Privacy Rule means the section of the Privacy Rule then in effect or as amended. The parties each agree to amend this Addendum as may be necessary for IAC or a Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Any ambiguity in this Addendum shall be resolved to permit IAC to comply with the Privacy Rule and HIPAA.

SCHEDULE OF COMMISSIONS – IAC GROUP PLANS

<p align="center">GROUP MEDICAL CASES</p> <p><i>To determine the commission rate payable, we annualize the group's Standard Medical Premium by multiplying the first month's Standard Medical Premium by 12. Then, we determine a LEVEL percentage commission rate for 12 months based on the categories below. (For example, \$2,000 of monthly Standard Medical Premium = \$24,000 Annualized Standard Medical Premium, which earns an 8% LEVEL commission.)</i></p>	<p align="center">Temp Med STM</p> <p><i>Commissions will be calculated based upon the Standard Medical Premium</i></p>	<p align="center">GROUP LIFE & AD&D</p> <p><i>Commissions will be calculated based upon the full Life Insurance and AD&D premium.</i></p>	<p align="center">GROUP DENTAL</p> <p><i>Commissions will be calculated based upon the full Dental Insurance premium.</i></p>	<p align="center">GROUP VISION</p> <p><i>Commissions will be calculated based upon the full Vision Insurance premium</i></p>
<p align="center">Annualized Standard Medical Premium Categories LEVEL First-Year and Renewals are...</p> <p>\$25,000 or less*8%</p> <p>\$25,001 to \$50,000..... 7%</p> <p>\$50,001 to \$75,000..... 6%</p> <p>\$75,001 +..... 5%</p>	<p align="center"><u>First-Year And Renewals</u></p> <p align="center">18%</p>	<p align="center"><u>First-Year and Renewals</u></p> <p align="center">8%</p>	<p align="center"><u>First-Year and Renewals</u></p> <p align="center">10%</p>	<p align="center"><u>First-Year and Renewal</u></p> <p align="center">10%</p>

* For Employer Groups with up to four (4) employees applying: 4% first-year and renewals. Does not apply in Oklahoma where the first-year and renewal rates are as listed in the above chart.

<p><i>I direct my compensation to be made payable as follows:</i></p>	<p>General Agent Recommendation for Appointment</p>
<p>Agent/Agency Name:</p>	<p><i>I hereby recommend this individual to I.A.C. for acceptance of this Producer's Agreement. I understand our Agency will provide the Producer training and service for I.A.C. products,</i></p>
<p>Address:</p>	<p>G.A. Name:</p>
<p>City, State, Zip:</p>	<p>G.A. Signature:</p>
<p>E-mail Address:</p>	<p>G.A. I.A.C. Number:</p>
<p>Social Sec. or Fed Employer I.D.</p>	<p align="center">For IAC Use Only</p> <p>_____ Date Accepted</p> <p>Insurers Administrative Corporation</p> <p>Assigned Producer Number: _____</p>
<p>Dated at:</p>	
<p>Date:</p>	
<p>Producer's Signature:</p>	

Return to →	
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**FIDELITY SECURITY LIFE INSURANCE COMPANY
AGENT DATA SHEET**

Agent # _____
Date _____

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

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

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

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

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

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

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

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

C. CERTIFICATION / AUTHORIZATION

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

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

Date _____	Signature _____	<input type="checkbox"/> Owner or Partner
		<input type="checkbox"/> Corporate Officer
		<input type="checkbox"/> Representative (Agent)
Date _____	Appointing Premier General Agent _____	