

Fort Dearborn Life Insurance Company

New Agent Name: _____

Appointing Agent: _____

Appointing Agent Contracted? If **Yes**, give Agent Code # _____
If **No**, please attach contracts and license(s)

New Agent Commission Level: _____ State(s) to be licensed in: _____
(Attach license copies)

Appointment Checklist

- Complete and Sign General Agent/Producer Request For Appointment
- Complete and Sign Form W-9
- Complete and Sign Producer's Commission Contract
- Complete and Sign Amendment to Producer's Commission Contract
- Include a copy of Resident State Life License

Please return to:

The Benefit Pros Life and Annuity Brokerage
Box 1014
Granite City IL 62040
Ph: 618/931-6023 Fax: 408/228-0876
Email: david@thebenefitpros.com
www.thebenefitpros.com

COMMUNICATION AUTHORIZATION

Beginning July 1st, 2005, FCC regulations require us to obtain a written consent from all our clients enabling us to utilize fax or email communications. Without express written consent, we will not be allowed to send you any form of communication by fax or email. The following authorization acknowledges that The Benefit Pros and Annuity Brokerage may send fax and/or email communications to the numbers/addresses listed below.

Select the method(s) of communication you will allow. (You may select both.)

Fax Fax Number: _____

Email Email Address: _____



x _____
Authorized Signature Date

This authorization will remain in effect and have no expiration date, unless revoked in writing.



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. censored 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: _____



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.





**FORT DEARBORN LIFE INSURANCE COMPANY
PRODUCER'S COMMISSION CONTRACT**

UNDER THIS AGREEMENT effective this ____ day of _____, 20 __, by and between Fort Dearborn Life Insurance Company ("FDL") and _____ (the "Producer"). FDL, based on the representations made on the Appointment Request Form which is incorporated herein by reference, appoints the Producer and the Producer accepts such appointment subject to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date stated above.

Fort Dearborn Life Insurance Company

Producer

Agent
Sign

A Duly Authorized Officer

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

1. **Commissions.** Upon submission and acceptance of a completed and signed application and correct premium FDL agrees to pay the Producer the commission as set forth in the Table of Commissions under the Producer Agreement Addendum attached and incorporated herein. Commissions shall be paid based on the accepted Premium and shall be payable so long as the Producer is the Producer of Record for the account. FDL reserves the right to unilaterally change the rate of commission paid on any products under this Agreement at any time.

If for any reason FDL refunds a premium, the Producer shall repay upon demand the commissions received on such premium. If the Producer submits an application for a policy which FDL in its sole discretion considers to replace in whole or in part a policy previously issued by FDL, the amount of the commissions paid thereon, if any, shall be determined by FDL. Any commissions due to a Producer hereunder shall be subject to reduction or offset for any indebtedness of the Producer. In the event that the Producer becomes indebted to FDL for any reason, FDL shall have a first and prior lien against any and all commissions due or that may become due.

2. **Payment Procedure.** Commissions shall be paid on a threshold basis as follows:

Amount of Commission	Frequency of Payment
\$ 0.00 - \$ 10.00	Semi-Annually
\$10.01 - \$ 50.00	Quarterly
\$50.01 - \$250.00	Monthly
\$250+	Semi-Monthly

For example, if the Producer generated \$30 of commissions in one month and \$30 in the next month, the Producer will be paid at the end of the second month because the \$50.01 threshold had been reached.

FDL may, at its sole discretion, pay commissions more frequently as is feasible administratively.

**PLEASE REFER TO REVERSE SIDE FOR FURTHER EXPLANATION OF TERMS AND
CONDITIONS**

3. **Terms and Conditions.**

- A. **Independent Contractor.** The Producer is an independent contractor and nothing in this Agreement will be construed to create any partnership, joint venture, agency or employment relationship of any kind between the Producer and FDL.
- B. **Best Efforts.** The Producer shall use his or her best efforts to promote the business and interests of FDL and shall conduct his or her business so as not to adversely affect the business, good standing or reputation of FDL. The Producer agrees that at all times he or she shall act ethically and serve the client's interest fairly and honorably.
- C. **Unauthorized Acts.** The Producer is without authority to do or perform and expressly agrees not to do or perform the following acts on behalf of FDL: (1) incur any indebtedness or liability; (2) make, alter or discharge contracts; (3) waive forfeitures; (4) quote rates other than those quoted by FDL; (5) extend the time for the payment of premium; (6) waive payment in cash; (7) violate state insurance law or regulations including but not limited to selling any insurance product without a valid license; (8) withhold money or property from FDL; (9) rebate or offer to rebate any portion of premium on any policy issued by FDL; or (10) induce or endeavor to induce any policy owner to discontinue the payment of premiums. In the event that the Producer engages in the unauthorized acts described in items (7), (8), (9) or (10), FDL's obligation to pay compensation to the Producer shall terminate immediately.
- D. **FDL Rules and Regulations.** The Producer agrees to abide by all of FDL's rules and regulations. The Producer agrees not to use or produce any advertising literature, sales aids, promotional materials, or presentations without FDL's prior written approval.
- E. **Indemnity.** Producer shall indemnify FDL for any damages resulting from the Producer's negligence, willful acts, or omissions.
- F. **Notice Regarding Legal Actions.** The Producer agrees to notify FDL of any fact, occurrence or incident that may result in a claim or loss to FDL, including but not limited to forwarding any legal notice, complaint whether oral or written, or regulatory inquiry within 2 days of receipt. Producer agrees that all further communication or action in regard to such matters shall be by FDL unless FDL specifically authorizes otherwise in writing.
- G. **Collection of Premium.** The Producer shall directly remit to FDL upon receipt without deduction all premiums, deposits and other funds. After the initial premium, the Producer has no right to collect money on behalf of FDL.
- H. **Prohibition can Assignment.** No right, duty or interest arising under this agreement may be Assigned by the Producer to another party.
- I. **Waiver.** No act of forbearance or failure to assist on prompt performance of the Producer of any provisions of this Agreement, expressed or implied shall be construed as a waiver of any rights of FDL.
- J. **Entire Contract.** This agreement supersedes any and all contracts and agreement, written or oral, between FDL and the Producer.
- K. **Governing Law.** This Agreement is governed by the laws of the state of Illinois.
- L. **Termination.** Either party may terminate this Agreement with 10 days prior written notice to the other party. This Agreement shall automatically terminate upon the Producer's death, dissolution of the Producer's corporation or partnership, inability to perform his or her duties under the Agreement, or cancellation of the Producer's license to sell insurance.
- M. **Personal Guarantee.** If the Producer is a corporation, the person who executes this Agreement on behalf of the Producer personally guarantees the Producer's performance of all of its obligations under this Agreement.

**AMENDMENT
FORT DEARBORN LIFE INSURANCE COMPANY
PRODUCER 'S COMMISSION CONTRACT**

Effective as of _____, 20____, Fort Dearborn Life Insurance Company ("FDL") and _____ ("Producer") agree to add the following provisions to the Fort Dearborn Life Insurance Company Producer's Commission Contract dated _____ to which this Amendment is attached.

1. STATUS.

A. Felony Conviction. The Producer represents and warrants that the Producer has not been convicted of a felony and the Producer will report any future felony convictions to FDL immediately. Any felony conviction entered against the Producer involving dishonesty or breach of trust shall be grounds for immediate termination of this Contract.

B. Government Business. The Producer hereby represents and warrants that neither the Producer nor its employees have been: (1) charged with a criminal offense involving government business, (2) listed by a federal government agency as debarred, (3) proposed for disbarment or suspension, or (4) otherwise excluded for federal program participation. The Producer 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 Producer further acknowledges and agrees that any misrepresentation of its status as it pertains to government contracting shall be grounds for immediate termination of this Contract at the sole discretion of FDL.

2. COMPLIANCE WITH PRIVACY LAWS. Producer acknowledges that FDL, as a financial institution as defined under the Gramm-Leach Bliley Act (GLB) and to the extent it is a hybrid covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and under other privacy laws and rules, has certain obligations regarding privacy. Producer acknowledges that by its relationship and the duties it performs under this Contract, it may be subject to the same laws and rules. Producer hereby agrees that the following shall 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 and rules on privacy.

A. 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 as such term is defined in the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation." ("NPI"). Such NPI shall be:

- 1) held confidentially, except to the extent permitted under any written agreement between the parties, as permitted under the Privacy Policy and Practices of FDL as communicated in writing to Producer, or as permitted by law. Provided, however, that, no disclosure shall occur until Producer first notifies FDL as soon as possible after receipt of such legal order to disclose; and
- 2) 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 Producer's state of domicile and the states in which Producer does business, whichever is applicable; and
- 3) used for the purposes authorized by FDL in its Contract with Producer, the primary purpose of which is to facilitate services on behalf of FDL.

B. Producer 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 Producer agrees that, Producer may have independent obligations under the privacy laws and agrees to abide by such obligations.

C. Producer 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 Contract shall obligate Producer to indemnify and hold FDL, its affiliates and subsidiaries, their officers, directors, employees, 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 Contract or thereafter, except to the extent any such loss or damage was caused or contributed to by FDL.

This Amendment shall supercede any provisions in any agreements which the parties may have to the extent this Amendment conflicts with such agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**FORT DEARBORN LIFE
INSURANCE COMPANY**

PRODUCER

BY: _____ **BY:** _____

DATE: _____ **DATE:** _____