

# **Agency/Agent Profile**

Date:	
(Agency appointment must include writing agent for submission)	
Agency Name (required if applicable)*:	
Agency TIN (required if applicable)*:	
Agency Phone Number*:	
Agency Fax Number*:	
Agency Email Address (if applicable)*:	
Agent Full Neme*	
Agent Full Name*: Agent SSN*:	
Agent Contact Name:	
Agent Contact Phone Number*:	
Agent Contact Fax Number*:	
Agent Email Address*:	
Agent/Agency	
Physical Address*:	
City/State/Zip*	
Mailing Address (if different)*:	_
City/State/Zip*	_
General Agent Name (if applicable):	
General Agency TIN (required if applicable)*:	
Mailing Address (if different)*:	
City/State/Zip*	
Agency Fax Number*:	
Agency Email Address (if applicable)*:	
Commissions Payable to*:	
Commission Address (if different from mailing)*:	
Address:	
City/State/Zip:	

Rev.	8/1/13

FIDELITY SECURITY LIFE INSURANCE COMPANY
AGENCY/AGENT DATA SHEET
OMISSION OF ANY INFORMATION WILL RESULT IN A
DELAY OF APPOINTMENT AND PAYING OF COMMISSION

Agent #\_\_\_\_\_ Date\_\_\_\_\_

**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.

### FOR AGENCY APPOINTMENT: (Required only if agency appointment is being requested)

Agency Name as shown on license:	FEIN:
Agency Address:	
	WEBSITE ADDRESS:

NOTE: A data sheet should be completed and attached for each licensed individual named on agency license.

### FOR AGENT APPOINTMENT:

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

Name (Last, First, Middle)						Sex: M	F
Social Security Number	Date of Birth	Place of E	Birth	Tax I.D	. No.		Age
Firm Name (Agency Name if applicable)							Send Mail to:
Business Address					Telephone &	z Fax #	
Street City	State	County	Zip	(	)		
Resident Address					Telephone &	z Fax #	
Street City	State	County	Zip	(	)		
E-Mail Address:	T						
Currently Licensed By State Of:	License No.		Issued To:				
(attach a copy of home state license)			Ind.	Corp.	Partnership	Sole Propri	etor
What type of product(s) do you plan to sell for H			alth/Accident		Fixed Annuity		
<ul> <li>B. BACKGROUND - Use separate page DATES.</li> <li>1. Have you ever had ownership interest in a breact (If Yes, give month and year.)</li> <li>2. Have you been a Judgment Debtor or ever de and the second standing and full compliance (If no, give details.)</li> <li>4. Have you ever had a bond declined or cance to disclose a felony conviction will result</li> <li>6. Have you ever been convicted for any offense to disclose a felony conviction will result</li> <li>6. Have you ever been short in accounts with a 8. Do you owe an unpaid balance to any insura</li> <li>9. Are you now employed by, or associated with and loan or other financial institution?</li> <li>10. For Agents applying to sell individual case Have you completed Anti-Money Launderin If yes: Attach copy of proof of completion If no: I hereby request that FSL enroll metal am enclosing my check for \$7.50 made p</li> </ul>	usiness venture which de eclared personal bankru e with respect to state ta lled? e other than a minor tra <b>in an automatic denial</b> revoked or refused a lic ny employer? nce company? h to any degree, directly <b>h value life insurance</b> or provide details or provide details in the AML training cou ayable to öFidelity Secu	eclared bankr ptcy? (If Yes axes or child affic violation l. wense by any s y or indirectly and/or annu urse offered b urity Life Insu	uptcy? s, give month an support? ? <b>Your failure</b> state? 7, a bank, saving <b>ities:</b> y LIMRA International States (Company)	d year.) gs mational.	Yes No	Month/Year	

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

From	То	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. If I reside in CA, OK, or MN, I have the right to obtain a copy of my background report by notifying FSL in writing.

Date	Signature	0		Ũ	•	•	-	Corporate Officer
								Representative (Agent)

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

### Florida Non-Resident County Appointment Form

If you are a non-resident of Florida and you physically enter the state of Florida to conduct business, you must be appointed in all Florida counties in which you sell Avēsis products. Please complete this form and submit it to your sales office contact.

oducer Name	(Last Name)	(First Name)	(Middle Name)
SN		(First Name)	(middle Hume)
ease check the Florida	counties below in which you	sell Avēsis products	
All Counties			
Alachua	Jefferso		i
Baker	Lafayet		
∐ Bay	Lake	🗌 Washing	yton
Bradford			
Brevard	Leon		
Broward	Levy		
	Liberty		
Charlotte	Madiso		
Citrus	Manate	e	
Clay	Marion		
Collier	Martin		
Columbia	Monroe		
Dade	☐ Nassau		
De Soto			
Dixie	Okeech		
Duval	Orange		
Escambia	Osceola		
Flagler	Palm Bo	each	
Franklin	Pasco		
Gadsden	Pinellas	\$	
Gilchrist	Delk		
Glades	Putnam		
Gulf	Santa R		
	Sarasot		
	Semino		
Hendry	St. John		
Hernando	St. Luci		
Highlands	Sumter		
Hillsborough	Suwane	)e	
Holmes	☐ Taylor		
Indian River	Union		

City

THIS AGREEMENT is made and effective this date, \_\_\_\_\_ described as "Administrator"), and \_\_\_\_\_ 20\_, between Avesis Third Party Administrators, Inc., (hereinafter

State

County

Zip

Name of Agent

(hereinafter described as "Second Party").

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

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

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

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

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

Authority to solicit is subject to appointment of the Second Party with the Insurer as required by the insurance law in such states as the Second Party is licensed and authorized to solicit. The Administrator will pay such fees on behalf of the Second Party for the initial appointment. The Second Party will pay to the Administrator such fees as may be required for renewal of appointment and termination of appointment in each and every state where the Second Party must be appointed in order to solicit. In lieu of billing the Second Party, the Administration may chose to deduct the appointment fees from commissions due to the Second Party. Additionally, Second Party will be responsible for payment of all such fees for sub-producers under Second Party's supervision who are appointed with the Administrator to solicit and notifying Administrator of appointments which should be non-renewed or terminated. 3. LIMITATION OF AUTHORITY. Second Party has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Administrator's policies or contracts. Second Party will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning the Administrator or its policies without written permission of the Administrator, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by the Administrator. The Second Party shall give the Administrator immediate notice of any legal proceedings initiated against it or against any sub-producer of which it has notice.

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

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

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

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

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

**7. BENEFICIARY.** In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Second Party under this Agreement will be paid by the Administrator to

\_\_\_\_\_, if living, who bears the relationship of

, otherwise to Second Party's estate.

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

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

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

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

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

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

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

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

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

#### 14. TERMINATION OF AGREEMENT.

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

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

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

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

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

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

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

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

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

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

By:

Avesis Third Party Administrators, Inc. ("Administrator")

Ву: \_\_\_

Agent ("Second Party")

Name (as shown on your income tax return)

N.	Business name/disregarded entity name, if different from above							
page								
pa	Check appropriate box for federal tax classification:							
uo								
oe ons								
Print or type Specific Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	ship) ►	Exempt payee					
Print c Ins	☐ Other (see instructions) ►							
pecifi	Address (number, street, and apt. or suite no.)	Requester's name and address (option	nal)					
See <b>S</b>	City, state, and ZIP code							
	List account number(s) here (optional)							
Par	t I Taxpayer Identification Number (TIN)							
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name							
	vid backup withholding. For individuals, this is your social security number (SSN). However, fo							
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other the s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>		-					
	n page 3.							
	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identification nur	nber					
	er to enter.							
Par	t I 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
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign	Signature of
Here	U.S. person ►

#### **General Instructions**

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

#### **Purpose of Form**

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Date •

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

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

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

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



## AGENT COMMISSION SCHEDULE PAYMENT AGREEMENT

EFFECTIVE DATE: \_\_\_\_\_

COMMISSIONS PAYABLE TO: \_\_\_\_\_

## **COMMISSIONS SCHEDULE**

Commissions shall be paid not less often than quarterly, nor more frequently than monthly.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by these authorized signatures. The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Arizona.

FOR AGENT OR COMPANY/AGENCY

FOR AVESIS THIRD PARTY ADMINISTRATORS, INC

Signature

Date

Date



### **Dear Broker:**

Avesis now offers our brokers the option to receive their commission payments by ACH Credit (automated clearinghouse). This allows us to send payment directly to your business checking account instead of printing and mailing you a check. Additionally, all brokers who enroll in our ACH Commission Program will have their monthly commission detail emailed to them.

## The benefits of ACH and emailed commission detail include:

- Payments are scheduled for the same time each month
- Streamline transaction processing
- · Reduce paper, postage, and administrative costs

## To enroll in the ACH Commission Program

Please complete the form below

## **Contact Information**

Broker Name:	
Contact Name:	
Contact Phone Number:	
Contact Fax Number:	
Contact E-mail Address:	
E-mail Address to send Commission Detail: (if different than contact's)	

## **Financial Institution Information**

Bank Name:

Bank Routing Number:

Bank Account Number:

Please include a copy of a voided check from your business checking account with the completed form

## **Commission Schedule**

As an amendment to the Agent Appointment Package, Avēsis offers the following standard commission schedule to sales agents.

- New sales and in force business of all vision insurance sales will generate a **10% standard commission rate**, payable monthly unless otherwise agreed upon by Agent and Avēsis
- Signature of Agent required
- Commissions are paid only for premium received
- Commissions are paid on earned premium
  - This means commissions are paid for received premium for the current or previous months. Advance payments for future months will be paid during the month that premium is due.

#### Standard commission rate is 10% unless directed below.

Commission Rate:	
Group ID:	
Name:	
Broker Name:	
Broker Signature:	
Date:	
Avēsis:	
Avēsis Signature:	
Date:	