



American Fidelity Appointment Items Required:

- _____ American Fidelity Agent/Agency Application
- _____ Sub-Producer Agreement (**SIGN ON THE RIGHT AS SUB-PRODUCER ONLY**)
- _____ Background check authorization form
- _____ Copy of Current Group 1 (Life & Health) License for individual Agent
- _____ Copy of Current E&O Coverage

For questions about application call Kristi Jacobs 214-295-1624

Fax completed forms and copies of E&O and License to:

ATTN:

Rosh Moodley

Fax: 1-800-275-3194

Or e-mail:

rmoodley@combinedgroup.com



American Fidelity Assurance Company

A member of the American Fidelity Group

For Home Office Use Only

APPROVED _____ DISAPPROVED _____

Date _____ Signature _____

AGENT APPOINTMENT APPLICATION

PERSONAL INFORMATION

| | | | | |
|--|---------------|--------|-----|--|
| | | | | <input type="checkbox"/> Male <input type="checkbox"/> Female |
| Name: Last | First | Middle | | |
| | | | | <input type="checkbox"/> 1-12 Mos <input type="checkbox"/> 3-5 Yrs <input type="checkbox"/> 1-3 Yrs <input type="checkbox"/> Over 5 Yrs |
| Residence Address | City | State | Zip | |
| Social Security Number | Date of Birth | E-Mail | | |
| Telephone Numbers: | | | | |
| Business () _____ Fax () _____ Home () _____ | | | | |
| List your resident addresses for the past five years if not covered above: | | | | |
| Address | City | State | Zip | How Long |
| | | | | <input type="checkbox"/> 1-12 Mos <input type="checkbox"/> 3-5 Yrs <input type="checkbox"/> 1-3 Yrs <input type="checkbox"/> Over 5 Yrs |
| | | | | <input type="checkbox"/> 1-12 Mos <input type="checkbox"/> 3-5 Yrs <input type="checkbox"/> 1-3 Yrs <input type="checkbox"/> Over 5 Yrs |

BUSINESS INFORMATION

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|---|
| Business Name: _____ |
| Business Address: _____ |
| (This will be used as the mailing address unless otherwise indicated) |
| Are commissions to be paid to Agency/Corporation/Partnership? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, give Tax ID # _____ |
| Are you an officer of this Agency/Corporation? Yes <input type="checkbox"/> No <input type="checkbox"/> Is this entity incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/> Please attach Agency License. |
| Do you have authority to sign on behalf of this Agency/Corporation/Partnership? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Do you have E&O insurance on yourself? Yes <input type="checkbox"/> No <input type="checkbox"/> If "No", are you covered under your firm's policy? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Please provide a copy of your E&O Policy Schedule Page reflecting your per claim, aggregate and DEDUCTIBLE amounts. |

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|---|
| Who referred you to American Fidelity? _____ |
| Are you currently working with an American Fidelity Account Representative? _____ (Please give name) |

(Continued on reverse)

Business Background

If the answer to any of these questions is YES, please refer to Guidelines For Business Background Section.

| | |
|---|-------|
| 1. Have you EVER had any complaints made against you, been fined, refused a license, suspended or placed on probation, reprimanded, or entered into a consent order, or are you currently under investigation by any insurance department, the NASD, SEC, or any other regulatory authority? | _____ |
| 2. Have you EVER filed bankruptcy under State or Federal Bankruptcy Law, had salary garnished or had any liens or judgments outstanding against you? | _____ |
| 3. Have you EVER had any appointment or contract terminated by an insurance company or managing general agent for any alleged cause? | _____ |
| 4. Other than a minor traffic violation, have you EVER been convicted of, pled guilty or "no contest" to, or served probation for, any offense including DUI, DWI or involvement with illegal substances? | _____ |
| 5. ARE YOU A CITIZEN OF THE UNITED STATES? _____ If no, please provide country of Citizenship and a copy of VISA, passport or alien registration receipt card or other proof showing USCIS authorization to work in the U.S. | |

Employment History

List your occupation/employment for the past 5 years: (include periods of unemployment)

| Employer's Name & Address | From (Mo/Yr) | To (Mo/Yr) | Reason for Leaving |
|---------------------------|--------------|------------|--------------------|
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| Unemployment (City & State) | From (Mo/Yr) | To (Mo/Yr) |
|-----------------------------|--------------|------------|
| | | |
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| | | |

Training/Industry Designations

Ethics: please describe your ethics training in the last five (5) years:

Please list any Professional or Industry Designations you currently hold or Professional Organizations of which you are a member:

NOTICE TO AGENT:

We must advise you that American Fidelity Assurance Company (AFA) strictly adheres to the Federal Violent Crime Control and Law Enforcement Act and the IMSA Principles. As part of our normal appointment procedure, an investigative consumer report and/or a home office report may be prepared on you. This report contains information obtained via personal interviews with your neighbors, friends, or others with whom you are acquainted. These inquiries usually concern information on your character, general reputation, personal characteristics, criminal background (if any) and mode of living. Upon your written request, we can provide you with additional information as to the nature and scope of the report. By signing this application, you are representing that all the information recorded above is true and correct to the best of your knowledge. Further, you are authorizing AFA to do any background investigation or prepare any report we deem necessary to allow you to represent AFA. If you misrepresent any material fact recorded above, it will be cause for refusal or revocation of the right to represent AFA and possible notification to any state regulatory authority.

Signature of Agent _____ Date _____

CHECKLIST: (Items listed below **MUST** be submitted to properly process your appointment.)

| | |
|---|---|
| <input type="checkbox"/> <input checked="" type="checkbox"/> Appointment Fee | <input type="checkbox"/> <input checked="" type="checkbox"/> Two (2) Signed Agreements (if applicable) |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Copy of Your License | <input type="checkbox"/> <input checked="" type="checkbox"/> Two (2) Commission Schedules (if applicable) |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Copy of Agency License (If commissions are to be paid to Agency or Corporation.) | <input type="checkbox"/> <input checked="" type="checkbox"/> Signed Authorization for background investigation - M-2072 (FCRA3) |
| <input type="checkbox"/> <input checked="" type="checkbox"/> Copy of your E & O Schedule of Benefits page | <input type="checkbox"/> <input checked="" type="checkbox"/> Mail to: PO Box 25360, Oklahoma City, OK 73125 OR Fax to 405-523-5747 |



A member of the American Fidelity Group

Sub-Producer Agreement

THIS SUB-PRODUCER AGREEMENT is made and entered into on this _____ day of _____, by and between AMERICAN FIDELITY ASSURANCE COMPANY, an Oklahoma corporation (hereinafter referred to as the "Company"), and _____ an individual, partnership, limited liability company, or corporation (hereinafter referred to as "Sub-Producer"). (Please Print)

WHEREAS, the parties desire to enter into this Agreement to provide for each party's rights and obligations relating to the sale of the Company's insurance products through _____, an Agency, Agent or Broker (hereinafter referred to as "Sub-Producer").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. AUTHORIZATION AND APPOINTMENT.

That Sub-Producer is hereby appointed and authorized by the Company to act as the Company's representative in soliciting and selling the Company's insurance products through _____, (hereinafter referred to as "Producer"). Sub-Producer is assigned to, and under the jurisdiction of Producer. This appointment shall only apply in those states in which Sub-Producer is properly licensed and appointed. If Sub-Producer is not properly licensed, appointed and approved to sell the Company's products in such states, this Agreement will not take effect until Sub-Producer is properly licensed, appointed or approved to do so. By Your signature below, You acknowledge that the Company does not offer and shall not accept Earned Income Credit ("EIC") business.

2. INDEPENDENT CONTRACTOR.

The parties agree that Sub-Producer is an independent contractor. Nothing contained in this Agreement or in the rules and regulations of the Company shall be construed to create the relationship of employer and employee between Sub-Producer and the Company. Sub-Producer shall be free to exercise his/her/its own judgment as to the persons from whom Sub-Producer shall solicit business and the time, place and manner of solicitation. However, the Company may, from time to time, prescribe reasonable rules and regulations respecting the conduct of Sub-Producer's business as they relate to this Agreement, but not interfering with Sub-Producer's freedom of action.

3. COMPENSATION.

The Company has no obligation to Sub-Producer for commissions, compensation, expense allowances or any other form of compensation in connection with the services performed and expenses incurred by Sub-Producer. Sub-Producer specifically agrees to look solely to Producer for the payment of commissions or other compensation hereunder. Compensation shall only be paid as long as Sub-Producer maintains an insurance producer's license and appointment in the states in which he/she/it is required to do so hereunder.

4. VIOLENT CRIME CONTROL AND ENFORCEMENT ACT OF 1994.

Sub-Producer certifies that upon the execution of this Agreement he/she has not been convicted of a felony. In the event Sub-Producer is convicted of a felony after the execution of this Agreement, he/she shall immediately notify the Company in writing.

5. PROTECTION OF INDIVIDUAL PRIVACY/CONFIDENTIALITY REQUIREMENTS.

As a Sub-Producer appointed by the Company, You are obligated to comply with the requirements of the Federal Gramm-Leach-Bliley Act and related federal and state laws regarding the privacy of the individual, non-public personal information of Our insureds.

Based on the foregoing, You agree and warrant that You are aware of the requirements of the Federal Gramm-Leach-Bliley Act, and related federal and state laws, regulations, rules and requirements, and agree that You shall: 1) comply with all such federal and state laws, rules, regulations and requirements in the performance of Your obligations and duties as a Sub-Producer for the Company; and 2) restrict Your use of the non-public personal, medical and/or financial information that You obtain, collect, receive or otherwise access on behalf of Company pertaining to Our insureds solely for the purpose of performing the services and obligations in Your capacity as a Sub-Producer for the Company; and 3) take all reasonable steps to protect the non-public personal, medical and/or financial information pertaining to the Company's insureds, to the extent You acquire and possess such information.

You further agree that You will not: 1) sell, share, trade or disclose any non-public personal, medical and/or financial information pertaining to any individual insured of the Company who may seek to obtain or who has previously obtained any Insurance Products or services under this Agreement for personal, family or household purposes to any individual or entity, including Your affiliates, employees, agents and representatives, except those have a need to know or access such information to allow

You to perform your duties and obligations required under this Agreement on behalf of the Company in Your capacity as a Sub-Producer for the Company; and/or 2) take any action that will cause the Company to be in violation of any federal or state privacy laws and regulations.

Accordingly, You agree to hold harmless and indemnify the Company from any claims, loss, costs, damages, fines or liabilities of any kind which may result from Your disclosure or any other non-permitted use of any non-public personal, medical and/or financial information pertaining to our individual insureds in contravention of this Agreement and all applicable state and federal privacy laws and regulations. You further understand and agree that if the Company is aggrieved by Your breach of the provisions of this section and/or the requirements of any federal and state privacy laws and regulations, the Company shall be entitled to immediate injunctive relief, any other remedies afforded by law and the Company may automatically terminate this Agreement pursuant to Section 16.

6. PROTECTION OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION.

As a Sub-Producer appointed by the Company, You acknowledge and agree that You will comply with the Company's policies, producers, rules and regulations regarding the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and any other applicable law regarding the Privacy of Individually Identifiable Health Information of Our insureds for any of Company's Insurance Products that are covered by the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and any other applicable law regarding the Privacy of Individually Identifiable Health Information.

a. Definitions:

When used in this Agreement as defined terms, the following terms shall have the meanings set forth below:

1. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
2. Protected Information. "Protected Information" shall mean any information about Company's insureds, enrollees or customers or about individuals who apply for coverage with Company, regardless of whether the information is individually identifiable.
3. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used, but not otherwise defined, in Section 6 shall have the same meaning as those terms in the Privacy Rule.

b. Obligations and Activities of Sub-Producer :

1. You agree to not use or disclose Protected Information other than as permitted or required by this Agreement or as required by law; and
2. You agree to use appropriate safeguards to prevent use or disclosure of the Protected Information other than as provided for by this Agreement; and
3. You agree to mitigate, to the extent practicable, any harmful effect that is known to You of a use or disclosure of Protected Information by You in violation of the requirements of this Agreement; and
4. You agree to report to Company any use or disclosure of the Protected Information not provided for by this Agreement of which You become aware; and

5. You agree to ensure that any Producers or subcontractors to whom You provide, with Company's prior written approval, Protected Information received from, or created or received by You on behalf of Company, agree to the same restrictions and conditions that apply through this Agreement to You with respect to such information; and
 6. You agree at the request of Company to provide Company or such individual as directed by Company access to Protected Information in the format requested by the individual, unless the Protected Information is not readily producible in such format, in which case it shall be produced in a readable hard copy format; and
 7. You agree to make any amendment(s) to Protected Information that Company directs for as long as the Protected Information is in Your possession or under Your reasonable control; and
 8. You agree to make internal practices, books, and records, including policies and procedures and Protected Information, relating to the use and disclosure of Protected Information received from, or created or received by You on behalf of Company available to the Secretary or other regulatory officials as directed by Company, in a time and manner designated by the Secretary or other regulatory official, for purposes of the Secretary or other regulatory official determining Company's compliance with the Privacy Rule or other applicable law; and
 9. You agree to document such disclosures of Protected Information and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of Protected Information and provide this information to Company as it may request from time to time.
- c. Permitted Uses and Disclosures by Sub-Producer. Except as otherwise limited in this Agreement, You may use or disclose Protected Information solely for the purpose of performing Your obligations and duties as a Sub-Producer for the Company, provided that such use or disclosure would not violate the Privacy Rule or any other applicable law if done by Company or the "minimum necessary" policies and procedures of Company.
- d. Further Restrictions on Use and Disclosure by Sub-Producer. You shall limit the use and disclosure of Protected Information as Company may instruct to comply with Company's obligations under the Privacy Rule and any other applicable law.
- e. Term and Termination.
1. Term. The Term of this Agreement shall be effective as of the date listed in Section 1 of this Agreement and shall terminate as provided in Section 16 of this Agreement or for cause as set forth in Section 6 (e)(2) of this Agreement.
 2. Termination for Cause. Upon Company's knowledge of a material breach by You, Company may, at its discretion, either:
 - i. Provide an opportunity for You to cure the breach or end the violation and terminate this Agreement if You do not cure the breach or end the violation within the time specified by Company; or
 - ii. Immediately terminate this Agreement if You have breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Company shall report the violation to the Secretary.
 3. Effect of Termination.
 - i. Except as provided in Section 6 (e)(3)(ii), upon termination of this Agreement, for any reason, You shall return or destroy all Protected Information received from Company, or created or received by You on behalf of Company. This provision shall apply to Protected Information that is in the possession of Your Producers or subcontractors. You shall retain no copies of the Protected Information.
 - ii. In the event that You determine that returning or destroying the Protected Information is infeasible, You shall provide to Company notification of the conditions that make return or destruction infeasible. Upon Company's satisfaction that return or destruction of Protected Information is infeasible, You shall extend the protections of this Agreement to such Protected Information and limit further uses and disclosures of such Protected Information to those purposes that make the return or destruction infeasible, for so long as You maintain such Protected Information.
- f. Miscellaneous.
1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 2. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Company to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and any other applicable law.
 3. Survival. The respective rights and obligations of Sub-Producer Section 6 shall survive the termination of this Agreement.
 4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Company to comply with the Privacy Rule and any other applicable law.
- 7. OBSERVANCE OF LAWS, RULES.**
Sub-Producer shall follow the guidelines and rules and regulations of the Company as they may exist from time to time. The rules and regulations of the Company are hereby incorporated into this Agreement by reference. In addition, Sub-Producer agrees to comply with all laws governing the services set forth herein. Sub-Producer shall immediately notify the Company of any customer complaints, insurance department investigations, or other inquiries from any regulatory authority regarding the services contained herein.
- 8. SOLICIT INSURANCE.**
Sub-Producer shall actively solicit applications for the Company's Insurance Products for approval or disapproval by the Company, collecting initial premiums in exchange for the official receipts furnished by the Company. All applications shall be dated in the presence of the applicant with the date the application was signed. Sub-Producer will mail or deliver the application, as well as the entire gross premium collected, to the Company within fifteen (15) working days after the application is signed by the applicant. Premiums paid by the policyowner or certificate holder after the initial premium shall be payable directly to the Company. Sub-Producer will be responsible to the Company for all monies and securities collected by Sub-Producer and such funds will be promptly remitted to the Company. If the first year's premium is payable in installments, Sub-Producer will collect only the first installment thereof.
- 9. REQUIRED ACKNOWLEDGEMENT FORM.**
For each sale of the Company's Insurance Products (except for the sale of guaranteed disability income increases which do not require underwriting) in any state where You are properly licensed, appointed and approved, You are required to:
- a. offer all group and individual insurance policy applicants (including group insurance policy certificate applicants) the approved Company brochure(s); and
 - b. affix the brochure(s) number to the Company's Acknowledgement form; and
 - c. secure approval (signature) on the Company's Acknowledgement form from all group (if applicable) and individual insurance policy applicants (including group insurance policy certificate applicants); and
 - d. submit the signed Acknowledgement form to the Company with the completed application.
- 10. ALABAMA RELATED SALES.**
For each sale of the Company's Insurance Products to policyholders and certificate holders in the State of Alabama (regardless whether the application is physically taken in Alabama), in addition to the Acknowledgement form referenced in section 9, You are required to:
- a. secure approval (signature) on the Company's Arbitration form from all group (if applicable) and individual insurance policy applicants (including group insurance policy certificate applicants). This requirement shall include securing the approval of Alabama non-resident group policy certificate applicants employed in Alabama; and
 - b. submit the signed Arbitration form to the Company with the signed Acknowledgement form and completed application.
- Alabama resident applicants must elect arbitration to be considered an acceptable risk to the Company for all Insurance Products sold in that state.

11. COLLECTION OF FUNDS.

All premium payments by insureds or proposed insureds shall be by check, money order or cashiers check payable to the Company. Sub-Producer is not authorized to collect any check, money order or cashiers check payable to Sub-Producer for premiums due to the Company. All collections made by Sub-Producer shall be kept entirely separate and distinct from any other funds in Sub-Producer's possession, and Sub-Producer shall forward all such funds to the Company within fifteen (15) working days. In no case shall Sub-Producer make any use of these funds. Should Sub-Producer withhold any funds, policies, certificates, receipts or other property belonging to the Company or to any applicant for insurance, this Agreement shall be immediately terminable by the Company.

12. PRODUCT DELIVERY.

Sub-Producer shall promptly deliver all issued policies, certificates and contracts in accordance with the Company's rules.

13. RETURN OF PREMIUM.

If no policy, certificate or contract is issued on an application, then the whole amount of all monies collected by Sub-Producer shall be returned to the applicant by the Company.

14. SPECIFIC LIMITATIONS ON ACTIONS BY SUB-PRODUCER.

Sub-Producer is not authorized by or on behalf of the Company to:

- a. Incur any debt or obligation on behalf of the Company; or,
- b. Make, alter or discharge any contract or policy; or,
- c. Waive any forfeiture; or,
- d. Waive payment in cash; or,
- e. Extend the time for payment of any premium or accept payment of any past due premium; or,
- f. Extend the days of grace of any policy or certificate; or,
- g. Waive or approve evidence of good health or insurability; or,
- h. Receive any money due or to become due, to the Company, except the first premium or first installment of premium on applications obtained by Sub-Producer; or,
- i. Represent the Company, except as permitted by this Agreement.

15. ADVERTISING MATERIALS.

Sub-Producer shall use no advertising material, prospectus, proposal, or representation in relation to a particular policy of the Company unless furnished by the Company or with the prior written consent of the Company. Sub-Producer shall not issue or circulate any statement or memorandum of any sort misrepresenting the terms, benefits, or advantages of any policy, or any misleading statement as to the financial security of the Company.

16. TERMINATION OF CONTRACT.

This Agreement may be terminated pursuant to the following:

- a. By Company, with or without cause at any time; or,
- b. By mutual agreement of the parties at any time; or,
- c. By Sub-Producer upon thirty (30) days written notice to the Company.

If Sub-Producer is an individual, this Agreement shall immediately terminate, without cause, upon Sub-Producer's death. If Sub-Producer is a partnership, the death of a partner shall not terminate this Agreement, but it shall continue in force for new business only, in favor of the surviving partner(s), subject to the provisions of any written Partnership Agreement that the Company had prior written notice of. If Sub-Producer is a corporation or limited liability company, this Agreement shall immediately terminate upon Sub-Producer's dissolution, bankruptcy, or insolvency. Upon termination, Sub-Producer shall immediately deliver to the Company all funds, policies, certificates, property, records and agency supplies of every kind belonging to the Company.

17. CONFIDENTIALITY.

Each party shall protect and preserve the confidential and proprietary nature of all confidential information relating to the other party in its possession. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this Section, the provisions of this Section may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of

competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the nonbreaching party. Nothing contained herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

18. INDEMNIFICATION.

Sub-Producer agrees to reimburse and/or indemnify and hold the Company harmless from any loss, costs, liabilities, or damages which are incurred by the Company as a result of Sub-Producer's acts or omissions, including the violation of any law or regulation; and without limiting the generality of the foregoing. Sub-Producer further agrees to reimburse the Company for any expenses which it may incur in enforcing Sub-Producer's obligations hereunder, including but not limited to court costs and attorney's fees. The terms "acts or omissions" as used in this section include, but are not limited to, failure to comply with this Agreement's provisions, Company underwriting guidelines, procedures, directives, instructions or requests from Company employees, or violations of any statute, rule or regulation or failure to comply with any administrative or court order.

19. INJUNCTION.

Sub-Producer agrees that if during this Agreement, or within two (2) years after its termination, Sub-Producer does any of the acts described in Section 6, Section 14, and Section 17 of this Agreement, that damages if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event Sub-Producer does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond, restraining Sub-Producer from any such act. Sub-Producer agrees that any such act would result in continuing irreparable harm and damage to the Company, but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it, including the recovery of damages from Sub-Producer.

20. CODE OF ETHICS/MARKET CONDUCT.

The Company strives to adhere to high ethical and business principles. To promote these principles, the Company has formally adopted as corporate policy the Code and Principles of Ethical Market Conduct as promulgated and endorsed by the Insurance Marketplace Standards Association ("IMSA"). The Company has also adopted and implemented written Statements of Policy based upon the IMSA Principles and Code. The Company asks all of its Sub-Producers to join the Company in complying with and fully supporting the concepts underlying these high ethical standards:

- a. Sub-Producer will conduct his/her/its business according to high standards of honesty and fairness and render that service to Our mutual customers which, in the same circumstances, Sub-Producer would apply to and demand for himself/herself/itself;
- b. Sub-Producer will use his/her/its best efforts to notify the Company of any new designations or memberships in professional organizations which have or support ethical market conduct standards;
- c. Sub-Producer will provide competent and customer focused sales and service based upon the customer's insurable needs or financial objectives. Any information given to customers will be consistent with making buying decisions appropriate for them;
- d. Sub-Producer will engage in active and fair competition;
- e. Sub-Producer will only use advertising and sales materials that are clear as to purpose, honest and fair as to content, and have been approved by the Company prior to Sub-Producer's presentation to a customer;
- f. Sub-Producer will notify the Company immediately of all customer complaints or disputes so the Company can handle them fairly and expeditiously;
- g. Sub-Producer will never make promises for the Company without expressed written authorization;
- h. Sub-Producer will only accept signatures that Sub-Producer knows to be authentic on documents for the Company;
- i. Sub-Producer will fully comply with all laws and regulations regarding the marketing and sales of the Company's Insurance Products;
- j. Sub-Producer will agree to actively participate in periodic training and continuing education in compliance with laws and regulations relating to the marketing and sales of the Company's Insurance Products and the concepts contained within the IMSA Principles and IMSA Code;
- k. Sub-Producer will agree to refrain from making disparaging remarks about the Company's competitors. ("Disparaging remarks" do not include relevant, factually accurate information); and
- l. Sub-Producer acknowledges and agrees to comply with the IMSA Principles of Ethical Market Conduct, the IMSA Code and the AFA Statement of IMSA Policy adopted by the Company.

21. YOUR REPRESENTATIONS AND WARRANTIES.

You hereby represent and warrant to the Company that:

- a. You are and will be legally and properly qualified to act as insurance Sub-Producers for the sale of life and accident and health insurance for the Company within the areas where You are soliciting business on behalf of the Company, properly appointed and licensed; and
- b. You shall comply with all applicable federal, state and local statutes, laws, regulations and rules, including, but not limited to, the USA PATRIOT Act of 2001, Pub. L. No. 107-56 and the statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and will take such action as is necessary to amend this Agreement from time to time as is necessary for Company to comply with the requirements of the USA PATRIOT Act of 2001, Pub. L. No. 107-56 and the statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control; and
- c. You have never suffered the loss, suspension or termination of any license issued by any governmental authority in connection with the sale of any type of insurance, and certify that You are in compliance as mandated by the Violent Crime Control and Law Enforcement Act of 1994 having not been convicted of a felony; and
- d. You will diligently and to the best of Your ability ensure that the facts set forth by any potential insured in an application for insurance or coverage that You solicit are true and correct; and
- e. You will fully inform each applicant that the Company will rely solely upon the applicant's representations in rejecting, conditionally accepting or contracting with the applicant, that the subsequent discovery by the Company of material facts known by applicant and either not disclosed or misrepresented on the application can result in the rescission or cancellation by the Company of any contract entered into in reliance thereof; and
- f. You further agree and understand that an individual shall not be accepted for coverage under the Company's Insurance Products, unless and until the applications are reviewed and approved by the Company; and

- g. You will make no representation whatsoever with respect to the nature or scope of the benefits of the Company's Insurance Products except through and by means of the written material prepared and furnished to You for that purpose by the Company and that You shall have no authority to and will not purport to make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to such Insurance Products.
- h. You further agree that if You are convicted of a felony after the effective date of this Agreement, You will notify the Company in writing immediately after such conviction.

22. ERRORS AND OMISSIONS COVERAGE.

You agree to maintain in force, at Your expense, while this Agreement is in effect, errors and omissions insurance coverage acceptable to the Company. You further agree to provide Us with copies of the current binders evidencing the issuance of the errors and omissions insurance as required hereunder at the time of execution of this Agreement, and within ten business days of each date such insurance is discontinued, suspended, reduced or terminated for any reason whatsoever.

23. GENERAL PROVISIONS.

No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of Oklahoma, without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction and that venue for any legal proceeding brought under this Agreement by either of the parties hereto shall be restricted to the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma, both located in Oklahoma City, Oklahoma. This Agreement and the obligations hereunder may not be assigned by either party except upon the prior written consent of both parties. Except as noted, all notices and consents required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if and when delivered personally, transmitted by first class mail, postage prepaid, or sent by a nationally recognized express courier service, postage delivery charges prepaid, to the other party's last known address.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and declared it effective on the date first written above.

AMERICAN FIDELITY ASSURANCE COMPANY

| | |
|----------------------|----------------|
| _____ | X _____ |
| Authorized Signature | Sub-Producer |
| By: _____ | By: X _____ |
| Title: _____ | Title: X _____ |

This Sub-Producer is recommended for appointment as an agent assigned to my Contract and is subject to the terms of my Contract and this Agreement with the Company.

Date Signature of Producer Blake Y. Stock, CEO



Authorization to Conduct Background Investigations

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me, including my driving records in connection with an applicant for employment or license.

I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written authorized request. I understand this authorization is to be part of the written employment application or agent appointment application which I sign.

I have been given a stand alone, consumer notification that a report will be requested and used for the purpose of evaluating me for employment, promotion, reassignment or retention as an employee or for a license, required by law, to consider an applicant's financial responsibility.

Print name _____ Signature _____

Date of Birth _____ SSN _____
(For Identification purposes only)

Print former name _____
(Through Marriage or Other)

AGENT NOTIFICATION

American Fidelity Assurance Company discloses to you an investigative background report is being obtained for the purpose of:

- evaluating you for employment, promotion, reassignment or retention as an employee or;
- determining your eligibility for a license that is required by law and to consider your financial responsibility.

This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.

This background report is being furnished by:

Business Information Group, Inc.
1105 Industrial Highway
Southampton PA 18966
800-260-1680

Guidelines For Business Background Section

To properly underwrite your appointment application, it is imperative that you fully and honestly disclose to AFA all of the details of your “Yes” answer(s). For each “Yes” answer(s), please provide the information outlined below on a separate sheet of paper and attach it to your appointment/licensing application. At the bottom of each attachment(s), please sign your name and date it.

Question # 1: Regulatory Investigation

- investigating regulatory body
- date(s) of incident
- carrier or agency involved
- charge(s)
- final disposition of investigation (reprimand, consent order, fine*, suspension*, probation*)
- product and/or market
- provide copies of all pertinent documents

* provide amount of fine and/or length of suspension or probation, and copies of documents

Question # 2: Bankruptcy

- date(s)
- type (personal/business)
- Chapter (7, 11 or 13)
- jurisdiction (federal, state, district, superior or municipal court)
- circumstances surrounding the bankruptcy, lien(s) or judgement(s)
- provide copies of petition, discharge order

Question # 3: Appointment Termination

- date(s)
- reason for termination
- carrier or agency involved

Question # 4: Criminal Offenses

- date(s)
- description of charge (misdemeanor, felony)
- final disposition (acquittal, pled to a lesser charge, fine**, conviction**, dismissal**)
- jurisdiction (federal, state, district, superior or municipal court)

** provide amount of fine, time served, probation or suspension of sentence, and copies of court documents



American Fidelity Assurance Company

A member of the American Fidelity Group®

Corporate Philosophy

American Fidelity Assurance Company (“AFA”) is, and always has been, 100% committed to high standards of ethical conduct by all our distributors, because we believe in doing business the right way. In our opinion, the certification process promoted by the Insurance Marketplace Standards Association (“IMSA”) represents the right way to do business.

IMSA was founded by the American Council of Life Insurers to assure high standards of operation among the life insurance companies and to improve market conduct through the continuing improvement of compliance standards. As a result of poor market conduct activities among a few companies, and increased litigation, the life insurance industry believes it is better to take proactive action to improve our market conduct activities while we still can, before the federal government decides that we are unable to regulate ourselves.

AFA became IMSA certified in June 1999. However, prior to certification, to demonstrate our commitment to this worthwhile endeavor, on January 21, 1998, AFA adopted and implemented as Corporate Policy, the IMSA Six Principles of Ethical Market Conduct, IMSA Code and Twenty-Seven Statements of Policy based upon the Principles and Code.

In the same spirit of self-regulation, AFA’s interpretation of the insurance-related provisions of the Federal Violent Crime Control and Law Enforcement Act of 1994, prevents AFA from appointing any representative with a prior felony conviction. This Act applies not only to insurance carriers but to TPA’s and individual brokers as well.

We believe our corporate philosophy will result in fewer customer complaints, improved customer satisfaction, higher persistency because the business was sold properly, better company perception by customers, fewer customer service problems and improved profitability.



INSURANCE MARKETPLACE
STANDARDS ASSOCIATION

*Committed to honesty,
integrity and ethics*

Summary of Your Rights

Under the Fair Credit Reporting Act

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "Consumer Reporting Agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you - such as where you work and live, if you pay your bills on time, and whether you have been sued, arrested, or filed for bankruptcy - to creditors, employers, landlords and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires them to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1681 at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you - must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a company/person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving the notice of the action. You are also entitled to one free report every twelve (12) months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight (8) dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any changes. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove data from your file that is accurate unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone - such as a creditor who reports to a CRA - that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, they may not continue to report the error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA - usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports containing medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your consent.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete and return the CRA form provided for this purpose. You must be taken off the list indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA.

The FCRA gives several different federal agencies authority to enforce its provisions.

| FOR QUESTIONS OR CONCERNS REGARDING | PLEASE CONTACT |
|---|---|
| CRA's creditors and others not listed below | Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 Phone: 202-326-3761 |
| National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name) | Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 Phone: 800-613-7643 |
| Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) | Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 Phone: 202-452-3693 |
| Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name) | Office of Thrift Supervision Consumer Programs Washington, DC 20552 Phone: 800-842-6929 |
| Federal credit unions (words "Federal Credit Union" appear in institution's name) | National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 Phone: 703-518-6360 |
| State chartered banks that are not members of the Federal Reserve System | Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 Phone: 800-934-FDIC |
| Air, surface, or rail common carriers regulated by former Civil Aeronautics Board of Interstate Commerce Commission. | Department of Transportation Office of Financial Management Washington, DC 20590 Phone: 202-366-1306 |
| Activities subject to the Packers and Stockyards Act, 1921 | Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 Phone: 202-720-7051 |