

**FORT DEARBORN LIFE INSURANCE COMPANY
GENERAL AGENT'S AGREEMENT**

UNDER THIS AGREEMENT effective this _____, 20___, FORT DEARBORN LIFE INSURANCE COMPANY ("FDL"), with administrative offices located in Downers Grove, Illinois hereby appoints _____ ("General Agent"), with home office located in _____, as General Agent which hereby accepts such appointment to solicit applications for and sell the Product on behalf of FDL.

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

1. DEFINITIONS.

"Compensation" shall mean first year and renewal commissions and overrides, allowances, service fees and any other payment due the General Agent for the sale of the Product.

"Complaint" shall mean any written or oral communication expressing grievance from an owner, participant or any person with an interest in any Product.

"Law" shall mean any federal, state or other governmental body's laws, rules, regulations or orders.

"Product" shall mean those insurance policies or related services as described in the Product Addendum attached to and incorporated into this Agreement.

"Records" mean all documents or electronic storage medium regarding the Product or the business or affairs of FDL or any of its affiliates or subsidiaries. Records shall not include information, data or documents which are not produced at the request of or on behalf of FDL and which do not contain identifiable information about the owner, participants or any party claiming an interest in the Product.

"Subagents" shall mean those appropriately licensed general agents and insurance agents, solicitors, brokers or employees employed or recruited by, under contract with or supervision of the General Agent.

2. APPOINTMENT & DUTIES.

A. Appointment. The General Agent hereby warrants and represents that it and its Subagents are duly licensed and authorized to lawfully market, solicit and distribute the Product as set forth in this Agreement. The General Agent hereby accepts this appointment. This appointment is not exclusive.

B. Duties. The General Agent is appointed to:

- 1) solicit applications for the Product, deliver and service the Product in accordance with applicable Laws and the rules and regulations of FDL, and use its best efforts to promote the business and welfare of FDL;
- 2) collect and promptly remit the first premium on applications solicited by or through the General Agent;
- 3) recruit, train and supervise Subagents that to the best of the General Agent's knowledge have a reputable background and character to solicit applications for the Product; so that they conform to the rules and practices of FDL or those insurers or other issuers of the Product;
- 4) immediately forward all Complaints to FDL; and
- 5) cooperate with FDL in responding to any regulatory investigation or any judicial proceeding.

3. INDEPENDENT CONTRACTOR. The relationship between FDL and the General Agent is intended to be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship of any kind between FDL and the General Agent or any employee or Subagent of the General Agent. Further, the General Agent is free to exercise its independent judgment as to the time and the manner of performance of the acts authorized under this Agreement. Notwithstanding the independent contractor relationship, the General Agent shall not discriminate against any worker, employee, applicant, Subagent or member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin or status of discharge from the military, nor shall the General Agent otherwise commit an unfair employment practice.

4. FIDUCIARY & BOND. The General Agent shall act in a fiduciary capacity in the collecting and handling of any premiums. Where so required by Law or if so required by FDL, the General Agent shall procure the necessary fidelity bonds in the amount specified by FDL or any applicable regulatory authority, whichever is greater. At all times, however, the General Agent and its Subagents shall maintain

Errors & Omissions coverage in the amounts required by FDL and with carriers rated "A" or better by A. M. Best.

5. UNAUTHORIZED ACTS. In addition to those acts in Section 8F of this Agreement, the General Agent shall not have any authority, implied or otherwise, to alter, waive, modify or discharge any of the terms, rates, conditions of the applications, insurance policies or contracts or other forms of any Product; to incur any indebtedness or liability on behalf of FDL; to collect renewal premiums or contributions; to charge any fees other than those pre-authorized by FDL in writing; to authorize premium payments or contributions other than cash or cash equivalents; to pay or allow, or offer to pay or allow any inducement or rebate of premium or other consideration not specified in the policy except where permitted by Law; to institute any legal proceeding involving FDL or the insurers unless such proceeding shall have been approved in writing by an officer of FDL; to adjust or settle any claim or commit to adjust or settle any claim on any Product; to publish, circulate or otherwise distribute any advertisement, sales literature, Product analyses or comparisons, proposals or other printed material referring to FDL, its affiliates or parent or the insurers or their officers, without FDL's prior written approval which approval shall not be unreasonably withheld; or to solicit or permit to be solicited applications for Product in any state or jurisdiction without proper license(s).

6. RESERVATION OF RIGHTS. With reasonable notice to the General Agent, FDL reserves the right to implement and modify any of its rules and regulations; cease doing business in any state or geographically defined area; modify any Product Addenda, including but not limited to Compensation Schedules; substitute a similar Product or cease offering a Product; and refuse to accept applications if such applications do not meet FDL's underwriting or other standards.

7. SUBAGENTS.

A. Appointment. The General Agent may appoint Subagents in the territory and for the Product which the General Agent is authorized to sell. FDL reserves the right to approve and to terminate any appointment or license at any time.

B. Fees & Expenses. FDL shall not be responsible for any licensing fees, salaries, travel expenses, benefits, commissions and any other expenses of such Subagents.

C. Responsible Party. The General Agent retains the responsibility for recruiting, training, supervising and disciplining all Subagents appointed thereunder. The General Agent shall exercise direction over the

Subagents to comply with FDL's standards, guidelines and rules in all transactions of FDL's business.

The General Agent acknowledges all acts and failures of its Subagents that may have a materially adverse effect upon FDL and of which the General Agent knew of or should have known of as acts and failures of the General Agent and assumes the responsibility therefore to FDL. Any surety, fidelity or indemnifying bond required of appointees shall be for the benefit of FDL first and thereafter for the benefit of the General Agent, but in no event shall FDL's recourse on the General Agent be conditioned on or in any manner delayed or impaired by the existence or nonexistence, solvency or insolvency, enforcement or failure of such bond.

8. COMPENSATION.

A. Amount Payable. Subject to the terms of the Product Addendum or any other addendum in effect at the time the application for such Product is submitted to FDL and subject to Section 8F of this Agreement, FDL shall pay Compensation to the General Agent personally for the sale of the Product by the General Agent or by Subagents who are accepted by FDL and recruited by the General Agent or assigned to the General Agent by FDL. Compensation statements shall be prepared monthly by FDL and shall be deemed accepted as correct by the General Agent unless the General Agent notifies FDL to the contrary and provides FDL with evidence of any alleged discrepancy within 30 days following the mailing of each Compensation statement. At the request of the General Agent, FDL will perform agency accounting for the General Agent to the extent of establishing Subagent bookkeeping accounts, issuing Compensation checks payable to the Subagent or his assignee (if agreed to by FDL) and issuing the annual 1099 statements to the General Agent.

B. Vesting. Compensation shall be fully vested and paid as earned subject to any Product Addenda and Section 8F of this Agreement. No Compensation shall vest until the entire first year premium is paid. If the General Agent is a corporation, vested Compensation shall be paid to the lawful assigns or successors of such corporation.

C. Chargebacks. Compensation is earned as FDL earns premiums. Notwithstanding Section 8A, the General Agent shall reimburse FDL immediately upon notice from FDL for any Compensation already paid if FDL, in its sole discretion, deems it appropriate to rescind or cancel a policy or service and/or refund any premium on which the General Agent was paid Compensation. If General Agent has succeeded to and carries on any agency formerly conducted by another, General Agent shall refund Compensation on return premiums or contributions on such business as was written by the predecessor agency or agents in the

same manner and to the same extent as upon General Agent's own business.

D. Reversionary Compensation. During the second and later policy or service years on Product issued and applications accepted while this Agreement is in effect, the General Agent shall be entitled to Compensation otherwise payable to Subagents recruited by or assigned to the General Agent and which are not payable to the Subagent under the terms of the Subagent's Contract with the General Agent, provided this Agreement is in effect when the Subagent's Contract terminates. Reversionary Compensation shall not vest and shall be paid so long as this Agreement is in effect.

E. Indebtedness. The General Agent's indebtedness shall include any advance or loan; annualization of Compensation or extension of credit from FDL to the General Agent to its Subagents; any debt incurred because of the fraud or criminal act of the General Agent; any outstanding chargebacks; and all collection expenses and attorneys fees. The entire indebtedness as shown in FDL's general ledger accounts may be deemed due and payable at any time and FDL may exercise any rights or remedies thereunder, including but not limited to charging the General Agent interest at ten percent per annum or the legal rate of interest in the domicile state of the General Agent, whichever is lower, on the balance of the indebtedness. The General Agent further assigns to FDL an interest in all Compensation due or to become due and all other sums which may be on deposit with FDL. The General Agent's indebtedness shall constitute a first and prior lien against any and all Compensation due or to become due General Agent or its Subagents and FDL may offset such indebtedness against such Compensation in addition to any other remedies available by law. Should FDL grant an extension of time for the payment of the indebtedness, such extension shall not affect in any way the terms of this Agreement or impair the liability of the General Agent.

F. Forfeiture of Compensation. At any time during the term of this Agreement or after this Agreement terminates, the General Agent shall forfeit and not be entitled to receive any Compensation due or to become due, whether or not vested, if the General Agent:

- 1) fails to return upon demand any records or property of FDL;
- 2) systematically induces or attempts to induce any FDL customer, representative or agents to terminate Product respectively except when Product is replaced by a new Product issued through FDL;
- 3) systematically twists or attempts to twist any policyholder or producers of FDL;

- 4) perpetuates any fraud or commits any act of dishonesty upon an applicant, policyholder, beneficiary or any party with an interest in the Product;
- 5) is convicted of a felony involving dishonesty or breach of trust;
- 6) misrepresents its status or its status changes as pertains to government business;
- 7) violates applicable state insurance Law or any Law related to anti-terrorism or anti-money laundering;
- 8) fails to promptly account for or to pay over to FDL money due it according to FDL's records;
- 9) has its license suspended or canceled by any governmental authority; or
- 10) fails to correct a noncompliance of this Agreement within 30 days after receiving written demand from FDL regarding such noncompliance.

9. CONFIDENTIAL INFORMATION.

A. General. Any information including, without limitation, any manuals, guides, books, tapes, programs, computer hardware and software and other materials relating to FDL or the Product exchanged prior to and during the term of this Agreement, and any information about the policyholders, insureds or other parties with an interest in the Product whether or not developed by FDL (collectively the "Confidential Information") and delivered to the General Agent or its Subagents shall remain the property of FDL and shall be received in the strictest confidence. Such Confidential Information shall be used solely in the solicitation and servicing of the Product and may not be reproduced, disclosed, distributed or otherwise divulged in any way by the General Agent, its Subagents, their agents or employees without the prior written consent of FDL.

B. Disclosure. The General Agent hereto agrees to take all reasonable precautions to prevent the disclosure to outside parties of the Confidential Information.

10. PRIVACY LAWS

A. Compliance Generally. General Agent acknowledges that FDL, as a financial institution as defined under the Gramm-Leach Bliley Act (GLB) and under other privacy Laws, has certain obligations regarding privacy. General Agent acknowledges that by its relationship and the duties it performs under this Agreement, it may be subject to the same Laws. General Agent hereby agrees that Section 10B below 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 on privacy.

B. GLB. 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").

- 1) NPI shall be:
 - i. 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 General Agent, or as permitted by law. Provided, however, that, no disclosure shall occur until General Agent first notifies FDL as soon as possible after receipt of such legal order to disclose; and
 - ii. 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 General Agent's state of domicile and the states in which General Agent does business, whichever is applicable; and
 - iii. used for the purposes authorized by FDL in this Agreement with General Agent, the primary purpose of which is to facilitate services on behalf of FDL.
- 2) General Agent 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 General Agent agrees that, General Agent may have independent obligations under the privacy Laws and agrees to abide by such obligations.
- 3) In addition to the indemnity provisions contained in Section 14 of the Agreement, General Agent 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 Agreement shall obligate General Agent to indemnify and hold FDL, its affiliates and subsidiaries, their officers, directors, employees, General 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 Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by FDL.

11. RECORDS.

A. Recordkeeping Duty. All records shall remain at all times the property of FDL. The General Agent shall keep true and correct records and keep books of accounts on all transactions arising out of this arrangement and shall preserve and hold all records which come into its possession or under its control relating to the Product which it is entitled to solicit, sell and/or issue for FDL. Both FDL and the General Agent agree to keep all information required by applicable laws; to maintain the books, accounts and records in a manner which clearly and accurately disclose the precise detail of the transaction; and to assist one another in the timely preparation of any reports required by law. The General Agent shall furnish to FDL any reports and information which FDL may request for the purpose of meeting its reporting and Recordkeeping requirements under the laws of the various states in which it does business.

All information relating to commission levels, experience reports, and rates shall be maintained by the General Agent in confidence and shall not be divulged without the prior consent of FDL.

B. Return of Records and Nonrecords. In the event that this Agreement shall be terminated for any reason, the General Agent shall return on demand from FDL all Records in its hands and shall make available the records of the General Agent insofar as they relate to the business of FDL and shall allow FDL to make copies thereof. All policies provided by FDL shall remain the property of FDL and shall be returned to FDL immediately upon termination of this Agreement.

C. Disclosure. Unless otherwise agreed to, no party to this Agreement shall voluntarily disclose to any third party any Records, books, reference manuals, instructions, information or data which concern the other party's business and which are exchanged during the negotiation and performance of this Agreement. The General Agent may disclose such Records only if FDL had authorized disclosure and if the disclosure is permitted by applicable law governing privacy of Records. In the event the General Agent is served with a subpoena or any other court order which mandates disclosure of Records, the General Agent must notify FDL immediately by sending a copy of the subpoena or other document and allow FDL sufficient proceeding so as to protect its interest.

12. OTHER LAWS.

A. Generally. The General Agent acknowledges that FDL is subject to other Laws governing the Products and the conduct of its business. To the extent that such Laws require the agents of FDL to comply with such Laws, either directly or indirectly, the General

Agent agrees to implement the processes and/or procedures required by FDL at the General Agent's cost.

B. USA Patriot Act and Anti-Terrorism. As of the date of this Agreement, the General Agent agrees that USA Patriot Act may impose obligations on the General Agent and, at the direction of FDL, agrees to abide by such requirements. Other regulatory requirements, such as the Executive Orders of the U.S. President on terrorism may require agent compliance independent of any FDL directive. General Agent agrees to abide by such requirements and agrees that non-compliance, notwithstanding any other section of this Agreement, shall be grounds for immediate termination of this Agreement.

C. Felony Conviction. The General Agent represents and warrants that neither the General Agent nor its Subagents have been convicted of a felony and the General Agent will report any future felony convictions to FDL immediately. Any felony conviction entered against the General Agent involving dishonesty or breach of trust shall be grounds for immediate termination of this Agreement.

D. Government Business. The General Agent hereby represents and warrants that neither the General Agent nor its employees or Subagents 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 from federal program participation. The General Agent 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 General Agent further acknowledges and agrees that any misrepresentation of its status or any change in its status as it pertains to government contracting at any time during the term of this Agreement, shall be grounds for immediate termination of this Agreement. at the sole discretion of FDL.

13. AUDITS. FDL and its representatives shall be permitted to audit, at its own expense, the corporate and financial records of General Agent and General Agent's compliance as they pertain to the terms and conditions of this Agreement. In order to perform any such audit, FDL and its representatives shall be permitted to (a) visit and inspect any of the properties of General Agent, (b) examine the corporate and financial records of General Agent and make copies thereof or extracts therefrom as they pertain to the Products and this Agreement, and (c) discuss the affairs, finances and accounts of General Agent with the directors, officers, key employees and independent accountants of General Agent. General Agent shall fully cooperate, at its own expense, with FDL in the performance of any such audit.

14. INDEMNIFICATION. The General Agent, on behalf of itself and its Subagents, agrees to indemnify and hold harmless FDL and the insurers from any and all expenses, costs, losses, claims, damages or liabilities, joint or several, (collectively the "liabilities") to which FDL or any of its directors, officers or employees thereof may become subject insofar as the liabilities arise out of or are based upon: a) any nonperformance or breach of any provision of this Agreement; b) any act or omission which is negligent, fraudulent or unauthorized; or c) any violation of any law or regulation or failure to comply with any court order. FDL in its sole discretion may defend or settle any such liabilities.

15. TERMINATION.

A. Without Cause. This Agreement shall terminate:

- 1) Automatically if:
 - i. the Agreement is assigned, unless otherwise agreed to in writing;
 - ii. FDL stops doing business involuntarily in the territory embraced in the Agreement;
 - iii. the General Agent becomes insolvent, bankrupt or suffers some other financial impairment which may affect its performance under this Agreement.
- 2) upon 30 days written notice by either party to the other;
- 3) upon the death or disability of the General Agent; or
- 4) upon any event legally or contractually causing a dissolution of the General Agent's partnership or, if a corporation, a termination or dissolution of the corporation. FDL may rely on this Agreement as existing prior to the dissolution of the partnership until such time as FDL has formal written notice of such dissolution.

B. With Cause. This Agreement shall terminate immediately without notice of any kind and at FDL's sole option, if the General Agent at any time commits any of the acts in Section 8F.

C. Post Termination Duties. The parties shall have no duties upon termination of this Agreement except to settle their accounts including payment of Compensation on Product in effect on the date of termination or issued pursuant to applications received by FDL prior to termination; to pay any existing indebtedness which shall become due and owing in full as of the termination date; to reimburse or indemnify as set forth in this Agreement; and to carry out any residual obligations which arose while this Agreement was in force. In the event this Agreement terminates due to death or legal incompetence of the General Agent, the representatives of the General

Agent may perform these duties if so approved by FDL.

D. Post Termination Solicitation. Upon termination of this Agreement, no matter what the reason, FDL shall have the right to solicit for sale the Product and to preserve in-force Product and to otherwise conduct its business without any limitation except that imposed by Law. Further, both parties agree that all provisions of this Agreement shall remain in effect for a period of two years. During said two year period, General Agent shall not attempt to transfer business placed through FDL with a new insurer.

16. PUBLICITY RELEASES. Neither party shall disclose the other party's name or identity or relationship with the other in any press release or other public announcement or in any document or material filed with any governmental entity, without the prior written consent of the nondisclosing party unless such disclosure is required by applicable law or governmental regulations or by order of a court of competent jurisdiction, in which case prior to making such disclosure the disclosing party shall give written notice to the nondisclosing party describing in reasonable detail the proposed content of such disclosure and shall permit the nondisclosing party to review and comment upon the form and substance of such disclosure.

17. MODIFICATION. This Agreement may be modified only if in writing. FDL may modify this Agreement without General Agent's consent to comply with any Law.

18. ESTOPPEL. The failure by either party to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

19. ASSIGNMENT. Neither the General Agent nor its successor or assigns may assign this Agreement, in whole or in part, or any rights or obligations or Compensation arising from this Agreement unless agreed to in writing by FDL.

20. MERGERS. FDL may merge with, be consolidated into or transfer substantially all of its business and assets to another corporation. No other mergers are permitted under this Agreement without the prior written consent of FDL.

21. DELEGATION. General Agent shall not delegate any of its functions or duties without the prior written consent of FDL.

22. ENTIRE CONTRACT. This Agreement and any Product Addenda supersede any and all previous contracts, stipulations and agreements, written or oral. Any superseded agreement under which compensation is still payable shall be considered as continuing in force solely for the purpose of such payments but shall be subject to any liens or assessments contained therein or in this Agreement.

23. NOTICES. Unless otherwise provided in this Agreement, all notices and other communications which must be provided under this Agreement shall be in writing and shall be deemed to have been given on the date of service if served personally on the addressee or to have been given five days after the day of mailing if sent by first class mail.

24. APPLICABLE LAW. This Agreement shall be governed by the Law of the State of Illinois.

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

**FORT DEARBORN LIFE
INSURANCE COMPANY**

GENERAL AGENT

BY: _____
Ken DiFrancesca, Vice President

BY: _____

TITLE: _____

Tax I.D.: _____

DATE: _____

DATE: _____