

8. LIABILITY. Commissions will be subject to reduction by the Insurer for any amount due the Insurer from Second Party or for any amount of claims made against the Insurer 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 Insurer representatives, however designated in their separate contracts, on whose production Second Party is contractually entitled to any override commission or service fee from the Insurer.

To secure the repayment to the Insurer of such debit balances, whether now existing or hereafter arising, Second Party agrees that the Insurer may apply any and all existing future indebtedness of Second Party to the Insurer against any earned commissions or other sums payable to Second Party by the Insurer. To further secure such repayment, the Second Party hereby assigns and grants to the Insurer 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 Insurer. The Insurer'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 Insurer and the Insurer may, at any time without notice, apply such commissions and other sums payable to such indebtedness.

9. REFUNDS. Should the Insurer 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 Insurer, and any assignments so authorized will be subject to any and all indebtedness of Second Party to the Insurer then existing or thereafter accruing.

11. FORFEITURE. Should Second Party at any time endeavor to induce representatives of the Insurer 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 Insurer.

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 Insurer.

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

13. ACCOUNTING. The Insurer 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 Insurer from Second Party will be immediately payable without demand or notice therefore by Second Party to the Insurer 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 Insurer all undelivered policies, rate books, such correspondence and records, and other property of the Insurer 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 Insurer 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 Insurer unless it is signed by the President, a Vice President or Secretary of the Insurer, 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 Missouri.

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

By: _____
Fidelity Security Life Insurance Company ("Insurer")

By: _____
Agent ("Second Party")