

AGENT'S LOAN AGREEMENT

Interstate Specialty Marketing, Inc. ("ISM") agrees, subject to ISM's unconditional right to discontinue at any time, to grant loans to the Agent as indicated below for all new life insurance business sold on a monthly payroll deduction or pre-authorized check ("PAC") or electronic funds transfer ("EFT") basis.

All loans made under this agreement shall be secured by the Agent's commission earnings resulting from the sale of Life, Annuity and Health Insurance products produced by Agent and shall be individually guaranteed by the person who signs this agreement on behalf of Agent, even if such signature is stated to be in a representative capacity. It is fully agreed that amounts loaned under this agreement are payable in full by the Agent or Guarantor upon demand. Cancelled checks or business records of ISM will be considered prima facie evidence of the amount owed and will be admissible to establish a rebuttable presumption of the amount owed to ISM by the Agent.

Any indebtedness of the Agent to ISM shall be subject to a finance charge established by ISM from time to time. The finance charge will not exceed the rate allowed by law and will be calculated based upon the Agent's previous month ending balance as indicated on ISM records. The undersigned Agent expressly acknowledges his/her obligation to repay the amount of indebtedness indicated on ISM records, including any finance charges imposed. It is further understood that commissions shall be earned when due premium, with respect to which a commission is payable, has been paid and received by ISM. The Agent expressly authorizes ISM to set-off or retain any earned commissions to satisfy the amount owed pursuant to this loan agreement. Agent understands and agrees that the commissions earned will be first applied to outstanding indebtedness owed to Fidelity Security Life Insurance Company arising from any existing or prior agreements, including debts arising from the failure of Sub-Agents to pay amounts for which they are responsible.

Additionally, the Agent agrees that he/she shall be responsible for all costs, including reasonable attorneys' fees and costs, the fees of a collection agency, if any, incurred in the collection of any outstanding loan balances accruing pursuant to this agreement and further agrees to the jurisdiction of the court of competent jurisdiction in California for purposes of resolving any conflicts under this agreement or for purposes of allowing ISM to recover any amounts owed, including amounts loaned subsequent to the execution of the agreement. The Agent knowingly waives any objections to venue or the jurisdiction of the court, and agrees that process in any such action may be served by registered mail, with the same effect as if personally served.

This agreement shall be effective as of _____ day of _____, 20____.

INTERSTATE SPECIALTY MARKETING, INC.

By: _____
Agent Name/Number (Print) _____ Officer

Agent Signature _____ Date _____ Title (If Applicable) _____

GUARANTEE

The above agreement having been executed at undersigned's request, the undersigned Supervisor hereby guarantees payment of all sums loaned pursuant to the foregoing agreement. You understand any and all commissions, both first year and renewals, under any contract I have or will enter into with Interstate Specialty Marketing, Inc., are hereby assigned as security for the repayment of sums guaranteed hereon and that I am individually responsible upon demand for the repayment of any loans made by ISM and pursuant to this agreement.

Supervisor/Guarantor Name and Code Number (Print) _____ Date _____ Supervisor/ Guarantor Signature _____

ELECTRONIC FUND TRANSFER

ISM will deposit your commission check directly to your bank account. We make the deposit according the current Commission Deposit Schedule. Below is an authorization form so that you may sign up for this service. Just complete the form and return it to our Commissions department.

FUND TRANSFER AUTHORIZATION

I (We) do hereby authorize the deposit of all commission payments due me/us to my/our checking account indicated below and the Depository Financial Institution named below to credit the payment(s) to such account by Interstate Specialty Marketing, Inc.

Account _____

Financial Institute Name: _____

City: _____ State: _____

I (We) reserve the right to revoke and cancel this authorization, such revocation and cancellation to take effect upon written notice received at the office of Interstate Specialty Marketing, Inc., within reasonable time to act upon such notice.

Date _____ Agent Number _____ Agent Signature _____

Please complete and include with your Agent Agreement and Agent Data Sheet and forward the package

To: ISM, 17722 Irvine Boulevard, Tustin, CA 92780, 714-505-1100

.....

**Attach Original, Voided Check Here
(Deposit Slips are NOT Acceptable)**