

**FIDELITY LIFE ASSOCIATION
COMMISSION ADVANCE AGREEMENT**

Producer

This instrument sets forth the AGREEMENT between the undersigned Producer, hereinafter referred to as the “Producer” and Fidelity Life Association, a Legal Reserve Life Insurance Company, hereinafter referred to as the “Company,” relating to the payment by the Company to the Producer commissions before they are earned (“advances”). Commissions, including advances, are payable pursuant to the Schedule of Commissions and Allowances relating to the sale of the Company’s insurance products.

1. In accordance with the terms hereof, advances of commission may be made to the Producer on a regular basis as policies are issued. The amount of such advances shall be determined by the Company. These advances against future commissions shall be continued solely at the Company’s discretion. Such advances of future commissions shall be considered loans to the Producer by the Company and are subject to the terms hereof.
2. The acceptance by the Producer of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this AGREEMENT.
3. In consideration for the making of advances to the Producer against future earned commissions, the Producer hereby assigns and pledges all right, title and interest to all commissions, bonuses and overrides (collectively referred to as “commissions”) payable to the Producer pursuant to the terms of its Schedule of Commissions and Allowances or otherwise, and any other monies payable to the Producer thereunder, as collateral security for the repayment of any outstanding advance balances of the Producer owed to the Company. The Producer hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the Producer until such time as any and all advanced amounts owed to the Company by the Producer are paid in full.
4. The Producer hereby agrees that if an advance of commissions on an issued policy is made to the Producer, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the Producer. Notwithstanding the foregoing, the Producer agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the Producer if requested by the Company.
5. In all events, the Producer hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the Producer by the Company, or upon termination of the Producer’s subordinate producers, if any.
6. For any advanced commission amounts that are not repaid in accordance with the provisions of this AGREEMENT, the Producer hereby agrees to pay interest at the rate of TEN PERCENT (10%) per annum compounded monthly on the unpaid balance until such amount is paid in full to the Company.
7. The Producer warrants and represents that none of the commissions payable to the Producer by the Company are subject to any prior assignment, claim, lien, or security interest, and that the Producer is authorized to make an assignment as collateral security in accordance with the terms of this AGREEMENT. The Producer hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The Producer hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the Producer, directly pursue as the Producer’s assignee, the amounts owed by the Producer’s subordinate producers, or such other monies payable to the Producer by other insurance companies.
8. If commission advances owed to the Company, or its designee, as a result of the terms of this AGREEMENT are not repaid by the Producer when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the repayment of said obligations within thirty (30) days after the due date, the Producer hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.

9. If any amounts owed to the Company are not paid as required hereunder, the Producer hereby agrees that the Company may initiate suit against the Producer in the jurisdiction of the Company's choice. The Producer hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the Producer for amounts owing hereunder.

The foregoing sets forth the terms of the AGREEMENT between the Company and the Producer, please execute one copy of this AGREEMENT and forward the signed copy to the Company.

The Producer signing this Agreement executes this Agreement in both his or her capacity as a Producer and in his or her personal capacity.

	Producer
Dated: _____	_____
	Signature of the Producer

	Print or type name of Producer
	FIDELITY LIFE ASSOCIATION
Dated: _____	By: _____
	Its: _____