



## Contracting Procedures:

All contracting paperwork and instructions can be found & downloaded from Freedom Equity Group's Website in "THE WAR ROOM" under the *Licensing* tab.

**\*All submitted contracts should include full supporting documentation\***

Supporting Documents Include the Following:

- State License(s)
- FEG Direct Deposit Form
- FEG W-9 Form
- Voided Check or Direct Deposit Authorization Form
- Proof of E&O (Errors & Omissions) coverage showing current limits
- AML (Anti-Money Laundering) certification
- Proof of continuing education (Annuity & Any Required Individual State Training)
- If background/credit concerns provide a detailed letter or explanation

*\*Annuity Product specific training MUST be completed before the date of sale on client application.*

*\*If you do not have E&O Coverage, it will be your responsibility to submit prior to soliciting business or receiving commissions/overrides. You cannot be paid on personal business or overrides until E&O has been submitted.*

*\*Please Note: LSW (National Life Group) and ANICO (American National) contracts are strictly paperless\**

***Please submit all completed contracts to the Freedom Equity Group Licensing Department. Please allow 24-48 hours processing time.***

### **Contact Us:**

Email: [licensing@fegcorp.com](mailto:licensing@fegcorp.com)

Phone: (877) 329-6608

Fax: (619) 870-0212



# Contracting Procedures

## North American Contract

**Every submitted NA contract should include the following:**

- Appointment Contract Application (Pages 1& 2)
- Agent Contract (all 10 pages, signed on last page)
- Agency Background Agreement (all 14 pages, signed on last page)
- Signed Annuity Contract Transmittal Form
- Signed Agent Contract Transmittal Form
- W-9 Form – Completed
- If background/credit concerns provide a detailed letter or explanation

*\*If you do not have E&O Coverage, it will be your responsibility to submit prior to soliciting business or receiving commissions/overrides. You cannot be paid on personal business or overrides until E&O has been submitted.*

***\*Do not fax or email individual contract pages, please submit complete contracts.***

***Please submit completed contract to the Freedom Equity Group Licensing Department. Please allow 24-48 hours processing time.***

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# North American annuity contracting checklist



This checklist is intended to provide you with a list of steps to help have a successful appointment with North American.

## Follow these easy steps to get an agent contracted:

- ☐ **Complete a Contract application in its entirety.**
  - If you are contracting your corporation, include your name and Social Security number as well as the corporation's name and Taxpayer ID number.
  - If you have a Broker/Dealer, include their information.
  - If you are a resident of California, Minnesota or Oklahoma, the Credit authorization form is required.
- ☐ **Transmittal form**  
This form will need to be completed by your supervising entity, FMO or MGA office.
- ☐ **Include proof of current Errors and Omissions (E&O) coverage (declaration page).**  
North American requires coverage of \$1 million aggregate and \$1 million per occurrence. Typically this comes in the form of a declaration page from the contract.
- ☐ **Anti-Money Laundering (AML)**  
This is a USA PATRIOT ACT requirement. We have LIMRA training available to you or, if you have completed this through another source, provide a copy of the certificate for the course completed.
- ☐ **It is required to have your commissions deposited directly into your bank account. Send a completed Direct deposit authorization form along with a voided check. Please be sure to complete the form in its entirety.**

## Annuity product training:

- ☐ **Annuity product training** may be required to be completed *before* the solicitation of annuity business as deemed necessary by the specific state in which you are writing business.
  - The product training must be completed before any pending annuity business will be processed.
  - To complete product training via the RegED Platform, visit <https://secure.reged.com/TrainingPlatform/> at any time to register your account.
- ☐ **Read the product details of Fixed annuity product guide.**
- ☐ **State-specific suitability CE requirement as applicable**  
Be sure to check with your state's department of insurance for any suitability requirements that are required to sell annuities. The state-specific suitability requirement is for both residents and non-residents alike to be completed as the states deem necessary before soliciting annuity business.
- ☐ **Read the procedures outlined in the Annuity Compliance manual.**

**Note:** If you are submitting a new business application, please complete the above requirements prior to meeting with the client. This will help your future business process efficiently.



## NOTICE REGARDING CONSUMER REPORTS

In connection with your application for an agent's contract with North American Company for Life and Health Insurance, North American may obtain one or more reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living from Business Information Group and Vector One. If North American plans to use any information in a consumer report in a decision not to contract with you or to make any other adverse contracting decision regarding you, we will provide you with a copy of the credit report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before it takes any adverse action. If any adverse action is taken against you based upon a consumer report, North American will notify you that the action has been taken and that the consumer report was the reason for the action.

## Credit authorization for: California, Minnesota and Oklahoma Residents

Thank you for completing an application for appointment with North American Company for Life and Health Insurance®.

Under state law we must inform you that we utilize Business Information Group, Inc., a consumer-reporting agency, to obtain records of employment history, credit history, financial status, or record of any illegal activity on applicants for appointments with our Company. Your signature on the Contract application authorizes North American, or its duly authorized representative, to contact Business Information Group, Inc., its successors, or any organization designated to replace Business Information Group, Inc., in order to obtain a record of employment history, credit history, financial status, or record of any illegal activity on you; and also authorizes the release of such information by Business Information Group, Inc., its successors, or any organization designated to replace Business Information Group, Inc., in connection with your application. In addition, your signature on the application authorizes North American to release information about any debit balance you may incur to Vector One, its successors, or any organization designated to replace Vector One.

With your signature below, we will obtain an employment-only credit check that does not include a credit score. An employment credit check will not negatively affect your credit score or status with the credit-reporting agencies.

Also, under state law, you are entitled to a copy of the record North American obtains from Business Information Group, Inc. This report can be provided upon request.

Send this authorization back along with your completed Contract application in order to complete the processing of your application. Your agent Contract will remain at a pending status and a consumer report will not be ordered until this requirement is satisfied. Thank you.

Signature	Social Security number	Date (mm/dd/yyyy):
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# Contract application

Complete all questions



P.O. Box 14432, Des Moines, IA 50306-3432

Name (first, middle initial, last)

Gender <input type="checkbox"/> M <input type="checkbox"/> F		Date of birth (mm/dd/yyyy)	Social Security number	National Producer number
Type of appointment (select one) <input type="checkbox"/> Life <input type="checkbox"/> Annuity	Contract type <input type="checkbox"/> LLC* <input type="checkbox"/> Partnership* <input type="checkbox"/> Corporation* <input type="checkbox"/> Individual		Taxpayer Identification number	CRD number
Residence address (street, city, state, ZIP)				Residence phone number
Business name (DBA)				Business phone number
Business address (street, city, state, ZIP)				Business fax number
Preferred mailing <input type="checkbox"/> Residence address <input type="checkbox"/> Business address				Cell phone number
E-mail address (required)			Preferred contact <input type="checkbox"/> Residence phone <input type="checkbox"/> Business phone <input type="checkbox"/> Cell phone <input type="checkbox"/> E-mail	
Broker/dealer name (if Registered Representative or affiliated with Broker/dealer)				
Broker/dealer address (street, city, state, ZIP)				Broker/dealer CRD number (if known)

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "yes" to any questions, you must attach an explanation with all relevant information and supporting documents.

- ☐ Yes ☐ No 1. Have you ever been convicted, pled guilty or nolo contendere, or do you have pending charges to a felony or misdemeanor? If yes, attach copy of court records.
- ☐ Yes ☐ No 2. Have you ever had any regulatory action taken against you, or had your insurance or securities license denied, suspended, terminated or revoked by an insurance department, FINRA, or any other regulatory agency?
- ☐ Yes ☐ No 3. Have you ever had a complaint filed or do you anticipate a complaint being filed against you by a consumer, an insurance department, FINRA or any other regulatory agency?
- ☐ Yes ☐ No 4. Has your Contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm?
- ☐ Yes ☐ No 5. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance and/or securities sales?
- ☐ Yes ☐ No 6. Are you currently involved or ever been involved in litigation?
- ☐ Yes ☐ No 7. Do you have past due financial obligations?
- ☐ Yes ☐ No 8. Have you ever filed bankruptcy?
- ☐ Yes ☐ No 9. Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business?

E&O Policy carrier: \_\_\_\_\_ E&O Policy number: \_\_\_\_\_ According to the Individual Agent/Master Distributor Contract, you are responsible for keeping your E&O coverage current for the duration of your relationship with North American.

## Compliance

☐ Yes ☐ No

I will conform to the procedures outlined in the "Compliance Manual" and all company product guides.

## Privacy Policy

☐ Yes ☐ No

I have reviewed and consent to the terms contained within the [Privacy Policy](#), which can be found on [www.sammonsfinancialgroup.com](http://www.sammonsfinancialgroup.com).

\*California Applicants: The Privacy Policy is intended to comply with the California Consumer Privacy Act (CCPA), as amended, and its Notice at Collection requirement.

**Conditions and agreements** – By signing this application, I hereby acknowledge I have read a specimen copy of the proposed Contract and all applicable supplements and addendums thereto to be entered into between myself and North American Company for Life and Health Insurance® (North American). I agree to be bound by all of the terms and conditions of such Contract, supplements and addendums, which includes applicable commission schedule(s), and further agree that upon authorization to solicit business by North American, such Contract, supplements and addendums shall be legally binding on me without further action required on my part. Thereafter, such Contract, supplements, and addendums shall govern my relationship with North American, a personalized copy of which shall be made available to me by North American by electronic delivery. I agree not to solicit business until I have been notified by North American that I am authorized to do so. I represent and warrant that all information and answers to questions are true and complete. I understand the Fair Credit Reporting act requires North American to notify me that, as a routine part of processing my Contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, and personal characteristics or mode of living. I further authorize North American or its affiliates<sup>1</sup> to obtain a consumer report and Vector One report in connection with this Contract application. I further authorize North American or any of its affiliates or their duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity to (a) obtain a record of such history, status, or activities and (b) hereby authorize the release of such information by such organization or individual in connection with this application. This authorization shall remain valid and in effect during the term of my Contract. North American has the right to obtain subsequent consumer reports and/or investigative consumer reports on an as needed basis. Any Marketing materials which have not been provided by North American must be approved by North American prior to their use. I understand that any specimen sales brochures and material I have received are provided only for my personal examination of product provisions and rates. A photocopy of this authorization shall be as valid as the original, regardless of the date it is signed. <sup>1</sup>Affiliate means any company owned, directly or indirectly, by Sammons Financial Group, Inc. I will not sell or solicit North American products in NY.

**AGENT AUTHORIZATION** – 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and; 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and; 3. I am a U.S. citizen or other U.S. person, and; 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

**In addition to the above, by signing below, I hereby:**

- (A) Authorize the company to use my information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, Contract, tenure, or other relationship with the company, utilizing Debit-Check.
- (B) Authorize the company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.
- (C) Authorize and direct Vector One to receive and process my information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the company.
- (D) Authorize the company to submit my information to the Debit-Check service in the event of termination or expiration of my engagement with the company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the company.
- (E) Authorize and direct Vector One to receive and process my information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing my information the results of my commission related debit balance screening, which will contain my information, to the extent a debit balance is owed.

Agent signature	Officer signature* 	Date (mm/dd/yyyy)
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I have reviewed the above application and I hereby recommend this agent Contract for consideration by North American.

Distributor signature	Code	Date (mm/dd/yyyy)
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\*If Officer of a Corporation, LLC, or Partnership please sign both as Agent and Officer.



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## AGENT CONTRACT

North American Company for Life and Health Insurance (hereinafter the "Company," "we," "us" or "our") and the person named above (hereinafter "Agent," "you" or "your"), in consideration of your undertaking to sell any life insurance policy, annuity and/or other products offered by the Company (the "Company Products") for the consideration as stated in this Agent Contract and the applicable Commission Schedule Addendum(s) and other Schedules, as may be amended from time to time, provided or made available to you (collectively, the "Contract") and made a part hereof, mutually agree to the terms contained herein. All Commission Schedule Addendums and other Schedules to the Contract may be provided to you in accordance with the notice provision contained in the Contract or by posting such Commission Schedule Addendums or other Schedules on a Company website to which you are given access. In the event of any conflict between this Contract and any other documents, but specifically excluding the Commission Schedule Addendums and other Schedules, the language of this Contract shall control.

**1. Appointment.** If you are not an existing Agent of the Company, the "Effective Date" of this Contract is the date on which the Company executes this Contract, and you shall be considered to have been appointed by the Company to be an Agent on that date. If you currently are appointed as an Agent of the Company, the "Effective Date" of this Contract shall be the date on which you receive any compensation from the Company or the date on which the Company receives an application from you for a Company Product, whichever date occurs first. Once this Contract becomes effective, you may procure applications for those Company Products set forth on the Commission Schedule Addendums that are applicable to you. By accepting this appointment, you agree to the terms, conditions, and limitations of the appointment set forth herein. You are authorized to do business under the terms of this Contract only in those states or territories where the Company is approved to conduct business and where you are duly licensed to conduct such business.

**2. General Agreements.** You shall be duly licensed by and have an active appointment in good standing with all applicable state insurance departments, federal regulatory agencies and other governmental bodies having jurisdiction. You shall operate in strict conformance with all applicable laws and regulations in all states and territories in which you transact business and in conformity with the rules and regulations of the Company. You shall immediately notify the Company when any federal, state or regulatory body terminates or suspends your license. You acknowledge, understand and agree that the Company has the right itself, or through a third party, to periodically conduct background checks on you and to review publicly available resources related to you. You will act in good faith when dealing with owners of the Company Products and you acknowledge that all Company Products are the property of the Company. You agree to exert your best efforts to keep all Company Products that you sell in full force and effect.

**3. Independent Contractor.** It is understood and agreed that you are an independent contractor for the Company and not an employee of the Company. Nothing contained in this Contract shall create, or shall be construed to create, the relationship of an employer and employee between the Company and you. You shall be free to exercise your own judgment as to the persons from whom you will solicit applications and as to the time, manner and place of solicitation, subject to applicable federal and state regulations. You may represent other insurance companies while this Contract is in force; provided, however, that while doing so you may not hold yourself out in any manner as acting on behalf of the Company. You shall bear your own costs and expenses in performing your duties under this Contract. You agree that your compensation is determined by the terms of this Contract or addendums to the Contract. You are not eligible to participate in any employee benefit programs that the Company offers to its employees.

You or your corporate agency may have relationships with other agents who also are contracted with the Company. For instance, you may recruit other agents or subagents who report to you under a formal or informal arrangement in which commissions are shared. You are responsible for training and supervising any such agents or subagents who report to you. In all such circumstances, each agent or subagent shall have a separate contract directly with the Company and shall be considered independent contractors of the Company. The Company shall not be a party to any form of agreement between you and such agents and subagents and shall have no responsibility



with regard to such relationship. The Company reserves the right to terminate the appointments of any agents or subagents at any time pursuant to the Company's direct contractual rights.

**4. Authority and Responsibilities of Agent.** You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in the Company's name or account, to enter into any legal proceedings in connection with any matter pertaining to our business, or to make, alter, waive or discharge any of the provisions of any Company Products. Except for that provided by the Company, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products or that results in, or is intended to result in, the sale of any Company Product may be used, or be permitted to be used, in any medium only with the Company's prior written approval. You may distribute all such materials provided or approved by the Company at your expense. Sammons Financial Group, Inc. ("SFG") is the insurance holding company of the Company and is the owner of all common law and statutory trademark rights and accompanying goodwill of the names and marks associated with the Company Products provided by the Company. You may use the trademarks only for the purpose of promoting, advertising and selling the Company Products and related services of the Company for which you are authorized. All of your use of the trademarks inures to the benefit of SFG, and you acquire no ownership rights by virtue of such use. Without exception, all consumer advertising (including websites) and agent-use only recruiting material or sales literature mentioning the Company or any of the Company Products or using any of SFG's trademarks must be submitted for advertising review and approval prior to use. You must make any changes requested by the Company related to your use of trademarks. You are prohibited from registering trademarks, domain names and trade names that consist of or contain any of SFG's trademarks or any colorable imitation of any of SFG's trademark names or marks.

You agree to: (a) procure applications for Company Products; (b) promptly forward all applications and initial premiums to the Company; (c) take all reasonable steps to ensure that all Company Products are delivered to the policyholder in accordance with the Company's underwriting guidelines and published rules and procedures and as required by applicable laws and regulations; (d) make reasonable efforts to provide reasonable assistance to prospective and existing owners of Company Products; (e) operate in compliance with all applicable laws and regulations; (f) be aware of and comply with all of the Company's rules, guidelines, procedures and practices provided or published by us; (g) promptly report to the Company, in writing, any known or alleged misappropriation of funds by any agent, subagent or other person who reports to you regardless of whether such known or alleged misappropriation is with respect to funds of the Company or funds of any other person or company; (h) fully cooperate with the Company in any investigation or proceeding of any federal, state or other regulatory or governmental body or court;

(i) immediately notify us if you become aware of any policyholder complaints regarding the Company or any agent or subagent who reports to you, or if you or any other agent or subagent is served with any legal document relating to the Company or any Company Products; (j) maintain any and all applicable licenses and registrations and be in good standing with all applicable federal, state and other regulatory authorities; (k) have and maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including, without limitation, anti-money laundering and anti-terrorism financing procedures and controls as more specifically described herein; and (l) defer to the Company's discretion to resolve consumer complaints directed at the Company and seek appropriate commission chargebacks.

You agree, on behalf of yourself, any agents or subagents who report to you, and any other individual whom you may employ, engage, or contract to assist you in connection with your work for the Company, to keep and maintain for a period of at least 10 years all records that are related in any way to the Company or the Company Products, including, but not limited to, policy applications, correspondence, meeting notes, delivery receipts, proof of payment, and communications with prospective and actual policyholders. You further agree that all such records shall at all times be open to the inspection or audit by the Company, including, but not limited to, the 10-year period following the termination of this Contract for any reason, and shall, upon the termination of this Contract, be surrendered to the Company on demand.

You agree to comply with the Company's compliance manual and avoid all conflicts of interest including being named as a trustee for a trust named as owner or beneficiary of a policy owner's policy, being named as guardian or conservator for a policy owner or beneficiary of a policy owner, or any other conflict of interest under the applicable state law for which a fiduciary duty exists or for which a conflict of interest may exist.

**5. Delivery; Premiums.** All Company Products must be delivered in accordance with applicable federal and state laws, rules and regulations and the Company's current rules and regulations. Where applicable, delivery of a Company Product may be made only if the proposed insured for the Company Product at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the applications for such Company Product, the first premium has been fully paid, and thirty (30) days has not elapsed from the date said Company Product was issued by the Company. A Company Product not so delivered shall be immediately returned so that the Company physically receives it no later than three (3) days after an unsuccessful delivery attempt has been made. We may require that you reimburse the Company for underwriting expenses in the event that (a) a Company Product that has been issued in a form that is consistent with the underlying application is rejected by the applicant; or (b) a Company Product is rewritten by the Company at your request.

You shall immediately forward to the Company any initial premium taken with an application and you shall not at any time deduct from it or any other premium payment any amount, including any amount for any commission owed to you or to any agents or subagents who report to you. The initial premium shall be made payable to the Company and shall not be commingled with your funds. You are not authorized to pay any premium personally, rebate premium to any policyholder, or collect any other premiums. Any premiums you do receive are received as an agent and fiduciary of the Company and immediately become property of the Company. All initial premiums, entire or partial, taken with an application shall be immediately forwarded to the Company.

**6. Company's Rights.** We may, at any time and in our sole discretion: (a) discontinue any Company Product in any state; (b) change any Company Product, including, but not limited to, the premium or renewal rate; (c) determine maximum or minimum policy limits; (d) change the conditions under which any Company Product may be offered; (e) change, amend, delete or add any Company procedures, guidelines or practices; (f) cease doing business in any state; (g) unilaterally amend the payment of commissions, bonuses, and benefits under this Contract as to amount, conditions, and vesting of payment, including, without limitation, all Commission Schedule Addendums to this Contract, provided such amendments will be prospective in effect and will be effective upon being provided or made available to you in accordance with the notice provisions contained in this Contract or by posting such amendments on a Company website to which you are given access; (h) determine whether to accept any applications and determine underwriting standards; (i) recapture from you vendor expenses incurred by us for underwriting requirements when applications for Company Products are not timely received or when inappropriate underwriting requirements are ordered by you or any agents and subagents who report to you; (j) enter into or not enter into a contract with any persons recruited by you to be agents or subagents; (k) reject applications for Company Products submitted by you, or by any agents and subagents who report to you, without specifying the cause; (l) examine any records related to Company Products, including, but not limited to, records related to applications for Company Products, at any time prior to and/or after the termination of this Contract and to make copies of such records as we may deem necessary; and (m) periodically conduct background checks and review publicly available resources related to you, either by us or through a third party. Amendments, changes, revisions or updates to Commission Schedule Addendums and any policies, guidelines or procedures of the Company shall be considered effective by posting them on a Company website to which you are given access. Information about changes or updates to Company Products may also be made available to you by posting such information on the Company website. You acknowledge, understand and agree that you have the affirmative responsibility to regularly check such Company website for such amendments, changes, revisions or updates.

**7. Compensation.** Generally, you shall be paid commissions, service fees, and other forms of payment, if applicable, on premiums received by the Company in accordance with the applicable Commission Schedule Addendum provided or made available to you. We have certain products for which we do not pay commissions, service fees, or other forms of payment and these products are not included in a Commission Schedule Addendum. No commissions will be payable on premiums paid in advance until such premiums are earned as determined by then current Company policies, guidelines or procedures. First year and renewal commissions shall be paid as set forth in the applicable Commission Schedule Addendum. Commissions shall be payable by the Company to the Agent less any commissions paid to those agents and subagents who report to you and less any deductions that may be required because of indebtedness to the Company or its affiliates; provided, however, we reserve the right to establish an aggregate minimum dollar amount for commissions to be issued. The minimum amount shall be determined by the Company in its sole discretion and may be changed by the Company from time to time at its sole discretion with or without notice to you.

Should the Company, in its sole discretion, deem it appropriate at any time and for any reason to refund any premium or payment on which you or any agents and subagents who report to you were paid any commission, then such commission may be charged back against any other commissions that are due or become payable to you. In the event no other commissions are due or become payable, you shall repay to the Company upon demand any such commissions received by you or by any agents and subagents who report to you that have been charged back by the Company.

Notwithstanding anything to the contrary herein, we reserve the right to unilaterally revise the commission rates or conditions on any one or all of the Company Products at any time at our sole discretion. In addition, each of the foregoing terms and conditions is subject to the consequences of a termination pursuant to Sections 11(a) and 11(b) below and the corresponding loss of future commissions and other compensation that would otherwise have been payable to you.

**8. Indebtedness.** You shall repay the Company or any of its affiliates for any indebtedness arising from your sales activities or transactions and you shall be jointly and severally liable with any agents and subagents who report to you for the payment of all such amounts owed to the Company or any of its affiliates, including any advances or liabilities due or owed to the Company by you or any agents and subagents who report to you. Liabilities due or owed include any chargebacks, advances, loans or liabilities under this Contract and any agent's or subagent's contract and liabilities created by your or their misfeasance or malfeasance concerning the Company's (and our affiliates) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company (or any of its affiliates). Transactions which may result in your indebtedness to the Company include, but are not limited to: (a) the Company's payment of a death benefit on a policy which was approved by the Company based upon a material misrepresentation about which you had prior knowledge; (b) cancellation fees, if any, charged to you when a Company Product is canceled or refused; (c) causing the Company expense in defending against a charge that you violated an insurance law or regulation; (d) causing the Company expense in settling a consumer complaint or regulatory action arising out of alleged negligent, fraudulent, illegal, or unauthorized acts or transactions by you or any agents and subagents who report to you; and (e) any other transactions or activity by you which results in your indebtedness to the Company.

Any indebtedness owed by you to the Company is a legal debt. The Company is hereby given a first lien upon any amounts due you, your estate, successors, or assignments under this Contract or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you. Such amounts due from you shall be debited on the books of the Company with the amount of such obligation, when the same is due and unpaid from you or any agents and subagents who report to you, and on demand, you shall promptly pay the Company the amount of such debt. Notwithstanding the foregoing, your indebtedness, together with interest at a rate to be set by the Company from time to time, may be offset by any sum due to you or thereafter becoming due from the Company for the satisfaction of the debt. The Company at any time may pursue additional means to satisfy your then-outstanding indebtedness to the Company, and may assign its right to collect this debt.

The parties agree that the Company retains the absolute and unilateral right and discretion to settle and resolve any and all claims that are asserted against the Company, you or any agents or subagents who report to you, which relate to the Company, the Company Products or any action or omission by you or any agents or subagents who report to you relating to this Contract. Your joint and several liability shall not be contingent on your participation or notice of any such claims or assertions. Pursuant to Section 9 below, you agree to indemnify the Company for any attorneys' fees, court costs, expenses, loss and/or damages incurred by the Company in connection with the collection of any indebtedness owed by you pursuant to this Contract or owed by any agents or subagents who report to you.

**9. Indemnification and Liability; Insurance.** You will indemnify and hold the Company harmless from all attorneys' fees, court costs, expenses, verdicts, judgments, settlements, loss and/or damages (including, but not limited to, punitive, special, consequential, statutory, tort, contractual and extra-contractual damages) suffered by the Company because of your violation of, or refusal or failure to comply with the terms of this Contract or with any federal or state laws, rules or regulations, or resulting from unauthorized acts or transactions, errors or omissions by you or any agents and/or subagents who report to you in the performance of your services under this Contract. This indemnification obligation includes actions that the Company files against you or any third party, and those that the Company must defend, as a result of your actions or those of any agent or subagent who reports to you. You expressly acknowledge that the Company's indemnification rights herein apply even if the Company is alleged to have participated in the alleged negligence, misfeasance or malfeasance and regardless of whether you or the agents or subagents who report to you are parties to the claim or legal proceeding.



During the term of this Contract, you agree to maintain professional errors and omissions liability insurance coverage in such minimum amounts and including such terms as we may, in our discretion, require and which we shall notify you of in accordance with the notice provisions of this Contract or by posting such information on the Company website. We reserve the right to require you to provide evidence of such coverage with submission of this Contract and subsequent renewal of coverage each year and you shall give us immediate written notification of cancellation or changes in coverage.

#### **10. Privacy, Confidentiality and Use of Electronic Signatures.**

(a) Privacy and Confidentiality. You shall follow the Company's published Privacy Policy and comply with all applicable federal and state laws, rules and regulations related to privacy, security and confidentiality of personal information. In addition, you and the Company both acknowledge that as a result of this Contract, each party may have access to and receive from the other party non-public personally identifiable financial and/or health information ("NPI"), as defined under federal and state law, regarding consumers, customers, former customers and/or their beneficiaries. The parties hereto agree to maintain the confidentiality of such NPI and shall not use, disclose, furnish or make accessible such NPI to anyone other than authorized employees and agents of the party as necessary to carry out the party's obligations under this Contract. The parties agree to cooperate with each other and provide reasonable assistance in ensuring compliance with applicable laws, rules or regulations, report to the other party any unauthorized disclosures of or access to NPI, and cooperate with any security assessments the other party may determine are necessary. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the NPI. At the request of the party that owns the NPI, or in the absence of such request, upon termination of this Contract, the other party shall promptly return all NPI which has been provided to it, or dispose of such NPI in a manner agreed upon by the parties, unless the party is required to maintain such NPI under federal or state laws or regulations. The obligations of confidentiality, non-use and non-disclosure set forth in this Section shall survive the return and/or destruction of such confidential information and the termination or expiration of this Contract. Each party acknowledges that any violation of the provisions of this Section 10 by either party may cause the other party immediate and irreparable damage for which the non-breaching party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, the non-breaching party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate, and the non-breaching party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The parties agree that such equitable or injunctive relief will be in addition to any damages or other remedies provided by law and otherwise available to the non-breaching party by reason of the other party's breach.

(b) Use of Electronic Signatures. An "Electronic Signature" is an electronic sound, symbol, or process attached to or logically associated with a contract, application, administrative form, or any other record and is then executed or adopted by a person with the intent to sign the record. A "Digital Audit Trail" means a document accompanying an Electronic Signature that includes the signers IP address, date and/or time stamps, and any identity authentication details. If you, or any of your agents or subagents, submits an Electronic Signature on behalf of themselves or another individual then: (i) you represent and warrant that it is your responsibility to obtain and maintain any consumer consents and disclosures required by state or federal law or regulation in order to transact business and accept signatures electronically prior to submitting any Electronic Signature to the Company; (ii) you represent and warrant that you will obtain valid, authentic Electronic Signatures and it is your responsibility to validate the identity of any applicant, proposed insured, insured owner or any other party to whom an Electronic Signature is obtained in connection with Company Products under this Contract, and to take any necessary steps to authenticate signers of documents signed electronically; (iii) you are required to maintain in your records a Digital Audit Trail of any document containing an Electronic Signature that you have submitted to the Company and the Company may in its discretion institute guidelines that may include submission of the Digital Audit Trail at the time of the receipt of the Electronic Signature or at any other time as may be reasonably required; (iv) it is agreed by the parties that a reasonable retention timeframe begins when an Electronic Signature and corresponding Digital Audit Trail is submitted in connection with any Company Products and ends when the Company Product ends by surrender, lapse with failure to reinstate, or death; and (iv) the Company has complete discretion to limit the types of documents or transactions for which it will accept Electronic Signatures, unilaterally create and modify guidelines or requirements regarding Electronic Signature submission, and to require prior approval before Agency can submit Electronic Signatures and revoke such approval at any time in its sole discretion.

## **11. Termination.**

(a) Automatic Termination. Except to the extent prohibited by applicable law, this Contract shall be automatically terminated, without notice, in the event that you: (i) cease to be licensed to sell the products offered by the Company, including being placed on suspended status, as required by a state insurance department or governmental body having jurisdiction over such licensing; (ii) fail to pay, withhold or misappropriate any money or property belonging to the Company; (iii) commit any felony, engage in fraudulent or dishonest conduct, or engage in any other act of moral turpitude; (iv) any failure to comply with Section 10(b)(ii) herein; or (v) upon your death.

(b) Termination by the Company. The Company may terminate this Contract, at any time, by delivering or mailing written notice of such termination as provided in this Contract in the event the Company determines, in its sole and exclusive discretion, that you have: (i) exposed the Company to potential liability due to your misfeasance or malfeasance; (ii) failed to conform to the business policies, guidelines, procedures and/or practices of the Company; (iii) failed to comply with the laws, rules or regulations of any federal, state or other governmental agency or body; (iv) directly or indirectly solicited, induced or attempted to solicit or induce any person to replace any Company Product with any competitive contract, policy or product issued by another company; (v) directly or indirectly solicited, induced or attempted to solicit or induce any agent of the Company to terminate the agent's contract with the Company; (vi) failed to pay any indebtedness owed to the Company or our affiliates in accordance with this Contract; (vii) sold your agency or brokerage to another entity; (viii) filed for bankruptcy or been subject to an involuntary assignment of your assets for the benefit of your creditors; (ix) become unable to fulfill your obligations under this Contract on account of a disability; or (x) otherwise breached any provision of this Contract. For purposes of determining whether this Contract should be terminated under this Section 11(b), the acts of any agents or subagents who report to you and any other individuals who you employ, engage, or with whom you contract to assist you in connection with your work for the Company shall be deemed your acts.

(c) Termination by Either Party. This Contract may be terminated at will by either party for any reason or no reason, with or without cause, by giving thirty (30) days advanced written notice to the other party.

(d) Effect of Termination. With the exception of a termination on account of your death or disability, in the event that this Contract is terminated for any of the reasons set forth in subsections (a) and (b) above, you will lose any and all rights to post-termination payments under this Contract. In the event that you are currently appointed as an Agent of the Company and this Contract is terminated on account of your death pursuant to subsection (a)(4) above, your estate shall receive the present fair market value as determined by the Company of all future payments owed under this Contract. In the event that this Contract is terminated on account of your disability pursuant to subsection (b)(ix) above or pursuant to subsection (c) above, you shall continue to receive the payments owed under this Contract until your death, at which point any further obligation on the part of the Company to make payments under this Contract shall terminate; provided, however, that the Company reserves the right to terminate your post-termination payments at any time in the event that you or any agents or subagents who report to you breach any of the provisions of this Contract after it has been terminated. All post-termination payments shall be subject to offset for indebtedness as provided in this Contract. In the event of the termination of this Contract for any reason pursuant to subsections (a), (b) and (c) above, you and any agents and/or subagents who report to you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business. After termination of this Contract, the Company is not obligated to provide Company Product information to you or to any agents and/or subagents who report to you. Except as otherwise set forth herein, your obligations arising under this Contract shall survive the termination of the Contract, whether such obligations arose prior or subsequent to the termination of this Contract. Until the effective date of termination, all rights of the Company to accept or reject applications for Company Products and determine underwriting standards as set forth in Section 6 of this Contract shall be applicable. Following the effective date of termination, all pending business and new applications will be rejected by the Company.

(e) Service Only Agent Status. Upon your request, and at the option of the Company in its sole discretion, instead of termination the Company may allow you to continue to service existing Company Products as a "Service Only Agent." We may apply Service Only Status to all Company Products or a subset of Company Products previously sold by you. If your status is that of a Service Only Agent, then the following applies with respect to the Company Products under which you have been placed in Service Only Agent status and the corresponding contracts and

policies previously sold by you: (i) you are no longer authorized to solicit applications or engage in any selling or marketing activity on behalf of the Company; (ii) you are no longer permitted to have any agents, subagents, agencies and/or subagencies under you; (iii) any pending business or new applications will be rejected by the Company; (iv) you agree to continue to provide service to all contracts or policies under which your Service Only Agent status applies; (v) we may provide you access to systems and records to permit you to service contracts or policies and you agree in accessing any systems or records to follow all of the Company's policies, procedures and requirements including, but not limited to Section 10 herein; and (vi) any compensation or service fees will continue to be paid as if you were terminated pursuant to Section 11(c) above.

In the event you have been placed in a Service Only Agent status, you are still bound by this Contract and all of our rules, guidelines, procedures and practices provided or published by us. We reserve the right at any time to revoke Service Only Agent status and terminate you consistent with this Section 11 and in our sole discretion. Any request to change your status as a Service Only Agent is subject to any requirements Company may impose and will be subject to Company approval. The Company may deny any request to change from a Service Only Status for any reason or no reason and in its sole discretion.

## **12. Arbitration Agreement and Class Action Waiver.**

(a) Subject to any party's right to seek equitable or injunctive relief in court (i) to protect NPI as described in Section 10 above, (ii) to enforce this arbitration provision as described in Section 12(k) below, or (iii) to allow or prevent conduct affecting the retention of existing policyholders or agents by the Company, the Company and Agent agree that any dispute arising under or related in any way to this Contract, including, but not limited to, the Commission Schedule Addendums and the payment or non-payment of commissions (a "Dispute"), shall be subject to mandatory and binding arbitration to the maximum extent allowed under the Federal Arbitration Act (the "FAA"). The types of Disputes that are included within the scope of this arbitration agreement include, but are not limited to, (i) claims for breach of contract, including claims for fraud and duress in the formation of a contract and for negligent or intentional interference with contractual relations; (ii) tort claims, including claims for negligent or intentional infliction of emotional distress; (iii) claims arising under any federal, state or local statute, rule or regulation prohibiting discrimination, harassment or retaliation; and (iv) federal, state or local statutory or common law claims. All past, present and future parents, subsidiaries and affiliates of the Company and, for each of those entities, all stockholders, directors, officers, employees, agents, partners, joint venturers, independent contractors (including other Agents) and attorneys who are alleged to be liable or may be liable in any manner to either party based upon the allegations and claims asserted in the Dispute are intended to be third-party beneficiaries of this arbitration agreement with full rights to enforce it. Except where prohibited by law, the parties irrevocably waive any right to a jury or to sue in a court of law to resolve any Dispute.

(b) The arbitration and the arbitration proceeding for any Dispute shall be governed by

(i) the FAA; (ii) the provisions of the arbitration agreement contained in this Section 12; and

(iii) the American Arbitration Association's Commercial Arbitration Rules (the "AAA Commercial Rules"). It is understood and agreed that, to the extent there is any conflict between or among the provisions of the FAA, this arbitration agreement and the AAA Commercial Rules, the provisions of the FAA shall prevail, followed by the provisions of this arbitration agreement, followed by the provisions of the AAA Commercial Rules.

(c) A party shall provide notice of a Dispute to the other party or parties in accordance with the notice requirements described below in Section 19. The parties agree to attempt to resolve all Disputes informally within fifteen (15) business days of the date that a party has given notice of the existence of a Dispute. If the parties do not resolve the Dispute within such 15-day period, the Dispute shall be resolved by a single arbitrator. The parties shall seek to mutually agree on the arbitrator who will resolve the Dispute. If the parties are unable to mutually agree on the arbitrator, they shall request that the AAA provide them with a panel of five qualified arbitrators from which the arbitrator who will decide the Dispute shall be selected. The arbitrator shall be selected as a result of the parties exercising alternate peremptory strikes from the five-arbitrator panel, with the party who initiated the Dispute exercising the first strike.

(d) The arbitrator shall allow discovery as permitted by the Federal Rules of Civil Procedure, including the exchange of initial disclosures, the service of interrogatories and document requests and the right to take depositions, and shall work with the parties to agree on a reasonable discovery plan. In allowing discovery, however, the arbitrator



shall balance the need for discovery against the policy favoring the cost-effective, expeditious resolution of the Dispute. The arbitrator shall also permit the parties to submit dispositive motions, including motions for summary judgment, and shall not schedule a hearing until all dispositive motions have been decided. Unless otherwise agreed to by the arbitrator and the parties, the arbitration hearing shall be conducted in the city and state of the Agent's principal place of business. Upon request by any party, the hearing shall be recorded by a stenographer at the Company's cost. At the request of any party, the arbitrator shall permit post-hearing briefs.

(e) The arbitrator shall have the authority to award any remedy for any claim for which any party would be entitled in a court of law. The arbitrator's award shall be in writing, shall set forth the basis for the arbitrator's decision, and shall be signed and dated by the arbitrator. The arbitrator's award shall be final and binding on the parties and shall completely resolve the Dispute, subject only to the grounds permitted under the FAA for vacating, correcting, or modifying an award.

(f) Agent's share of the AAA Commercial Rules filing and other fees and the arbitrator's fees will not exceed an amount equal to the civil filing fee in the area of the Agent's principal place of business. The Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA unless, in accordance with applicable law, an arbitrator orders a different allocation of those fees and costs. Applicable law shall also determine any party's right to recover attorneys' fees and/or the costs and expenses of arbitration for any claim asserted in the arbitration.

(g) Except as otherwise prohibited by applicable law, any party may request that the arbitration proceeding, including communications between or among the parties and the arbitrator, information and documents produced by any party, hearing or deposition transcripts, and the award and all rulings of the arbitrator, be kept strictly confidential. If any of the parties elects to keep the arbitration proceedings confidential, all parties agree to enter into an appropriate confidentiality agreement and, further, agree that all papers filed in court in connection with any action to enforce the parties' arbitration agreement or the arbitrator's award shall be filed under seal.

(h) A party may seek an order of any court of competent jurisdiction to enforce the arbitration agreement contained in this Section 12.

(i) If either party has more than one Dispute against the other party, each party agrees to bring all such Disputes together in a single arbitration proceeding so that they may be resolved at the same time.

(j) Neither the Company nor the Agent shall have the right to initiate, file, join, participate in, or intervene in any class or collective lawsuit, court case or arbitration that in any way relates to a Dispute that is covered by this arbitration agreement, and the Company and Agent hereby waive their right to initiate, file, join, participate in, or intervene in any class or collective action filed in state or federal court or with an arbitrator. ALL DISPUTES SHALL BE ADJUDICATED ON AN INDIVIDUAL, NON-CLASS AND NON-COLLECTIVE BASIS THROUGH THE ARBITRATION PROCESS DESCRIBED IN THIS ARBITRATION AGREEMENT. Moreover, neither the Company nor Agent shall have the right to join or consolidate the claims of two or more parties with separate Disputes into the same arbitration proceeding. Notwithstanding anything else in this Contract to the contrary, the parties understand and agree that the class action waiver contained in this Section 12(j) shall not be severable from the remainder of this arbitration agreement. Consequently, if the class action waiver contained in this Section 12(j) is found to be unenforceable for any reason by a court or an arbitrator, then the entire arbitration agreement in Section 12 shall be void and unenforceable by either party.

(k) Any court of competent jurisdiction is authorized to issue any injunctive or other equitable relief in aid of arbitration, including, without limitation, a temporary restraining order or preliminary injunction enjoining either party from violating any provision of this Contract, thereby preserving the status quo during arbitration of the Dispute.

(l) Except as otherwise required by applicable law, the parties agree that the arbitrator shall apply the substantive law of the State of Iowa to resolve a Dispute.

**13. Assignment.** You shall not have the right, power or authority to assign, pledge or hypothecate all or any portion of this Contract or its rights hereunder, or to delegate any duties or obligations arising under this Contract, voluntarily, involuntarily, or by operation of law, without the Company's prior written consent or acceptance in its sole discretion. In addition, you shall notify the Company at least thirty (30) days in advance of any anticipated assignment, assumption or other transfer of this Contract to another party. It is understood and agreed, however, that any such assignment, assumption or other transfer of this Contract to another party will be subject to the Company's prior written consent

or acceptance in its sole discretion, which shall include the right to request additional information of such new party. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

**14. Entire Agreement; Amendments.** This Contract, including all Commission Schedule Addendums and other Schedules hereto no matter how provided or made available to you, contains the entire agreement between us with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between us, except as to any vested rights under such prior agreements. All prior contracts are otherwise terminated effective as of the Effective Date hereof. Supplements to this Contract, including the applicable Commission Schedule Addendum(s) and other Schedules, shall run concurrently with this Contract and shall be subject to the terms and conditions hereof, except as specifically modified by the supplement. Commission Schedule Addendums may be updated, amended, revised or modified by the Company in its sole discretion effective upon such updated, amended, revised or modified Commission Schedule Addendums being provided or made available to you (using the means set forth herein), which updated, amended, revised or modified Commission Schedule Addendum shall be considered accepted by you as a result of your continuing to write business under this Contract. Company may amend, modify or supplement this Contract at any time in its sole discretion by providing notice to you. You may reject any amendment, modification or supplement to this Contract by providing notice of termination under Section 11(c) within thirty (30) days of receipt of any such amendment, modification or supplement. Company may place you on Service Only Agent status during the pendency of such termination.

**15. No Waiver.** No modification or waiver of this Contract, or any terms hereof, shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**16. Severability.** Unless otherwise provided herein, any provision or part of this Contract which is invalid or unenforceable in any situation, in any jurisdiction, shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof, or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

**17. Anti-Money Laundering.** You agree to comply with all applicable anti-money laundering ("AML") laws, regulations, rules and government guidance currently and as may be amended, including, but not limited to, the reporting, record keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA PATRIOT Act (the "Patriot Act"), its implementing regulations, and related SEC, NASD and other self-regulatory organization ("SRO") rules. These requirements include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement AML compliance program that includes policies, procedures and internal controls for complying with the BSA; policies, procedures and internal controls for identifying, evaluating and reporting suspicious activity; a designated compliance officer or officers, training for employees and registered representatives; and an independent audit function.

You represent that, to the extent required by the BSA, the Patriot Act and any of their implementing regulators or other related SEC, NASD or SRO rules, you have established and maintain a comprehensive AML compliance program, including, but not limited to, a Customer Identification Program ("CIP"). You certify that your CIP, at a minimum, requires: (a) the verification of identity of any customer seeking to open an account; (b) the retention of record of the information used to verify each customer's identity; and (c) the determination, within a reasonable time before or after the account is opened, as to whether the customer appears on any lists of known or suspected terrorist organizations as provided to it by any government agency. In addition, you agree that you will verify the identity of each customer you introduce to the Company, or its affiliates where applicable, whether through documentary or non-documentary means, and hereby acknowledge that the Company, or its affiliates where applicable, shall rely upon such verification, as prescribed by the regulations promulgated under Section 326 of the Patriot Act in accordance with the safe-harbor provided in Section 103.122(b)(6) of the regulations under the Patriot Act. You certify, and shall certify to the Company, or its affiliates where applicable, annually hereafter, that



you have: (y) provided AML training to any agents and subagents who report to you and that such AML training is in full compliance with the final regulations set by the U.S. Treasury, and any subsequent updates, revisions, changes made; and (z) established and implemented a CIP, in compliance with applicable laws, as part of your AML compliance program.

Further, you agree to comply with the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). You certify and shall certify to the Company, or its affiliates where applicable, annually hereafter, that you have an OFAC compliance program in place which includes procedures for checking customer names and the names of persons with signature authority over accounts against the OFAC lists of sanctioned governments and specially-designated nationals, terrorists and traffickers; the screening of wire transfers and other payments against the OFAC lists; a designated compliance officer; an internal communication network; training of appropriate personnel; and an independent audit function. You agree to promptly notify the Company whenever questionable activity, suspicious activity or OFAC matches are detected. You further agree to investigate any potentially suspicious activity and to take appropriate action, including the blocking of accounts, the filing of suspicious activity reports and the reporting of matches to OFAC.

**18. Notice.** Except as otherwise provided herein, any notice that is required to be provided under this Contract shall be in writing. Notice from the Company to the Agent may be provided via (a) U.S. Mail, return receipt requested; (b) a nationally recognized package delivery service (e.g., Federal Express or UPS); (c) e-mail to the Agent's e-mail address on record with the Company; or (d) via Company website notice for certain matters as described above. Notice from the Agent to the Company may be provided via (y) U.S. Mail, return receipt requested; or (z) a nationally recognized package delivery service (e.g., Federal Express or UPS) to the attention of the Company's General Counsel at 8300 Mills Civic Parkway, West Des Moines, Iowa, 50266. The Company shall provide the Agent with notice of any change(s) to its business address in accordance with the notice provisions described in subsections 18(a-c) above.

**19. Counterparts; Electronic Signatures.** This Contract may be executed in two or more counterparts, which may include your application, and each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Use of electronic means to affix your signature to your application to this Contract and related forms shall be as valid and binding as an original signature.

**20. Construction.** This Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The captions and headings of the sections of this Contract are for convenience of reference only and are not to be considered in construing this Contract. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural.

**21. Choice of Law.** Except as otherwise required by applicable law, this Contract, and the legal relations between the parties hereto, will in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Iowa.

Executed as of the Effective Date

**NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE®**

By (Signature on Contract Application incorporated herein)

Agent

By



Company Officer

Accepted:

By (Signature on Contract Application incorporated herein)

Sammons Financial® is the marketing name for Sammons® Financial Group, Inc.'s member companies, including North American Company for Life and Health Insurance®. Annuities and life insurance are issued by, and product guarantees are solely the responsibility of, North American Company for Life and Health Insurance.

## **AGENCY AGREEMENT**

### **BACKGROUND**

For the purpose of this Agency Agreement ("Agreement"), Agency shall mean any non-natural-person that is a party to this Agreement, and includes but is not limited to, Sole Proprietorship, Partnerships, Corporation, Limited Liability Corporation ("LLC"), or Limited Partnership ("LP");

North American Company for Life and Health Insurance ("Company") desires to enhance the marketing and sale of certain fixed insurance products issued by Company ("Products");

Agency markets, wholesales, and assists with issuance of Company's insurance products, including recruiting and training agents;

North American Company for Life and Health Insurance ("Company") desires to enhance the marketing and sale of certain fixed insurance products issued by Company ("Products");

Company desires to appoint Agency to market, distribute and administer the Products and to recruit and recommend agents to Company and any insurance company affiliate of Company; and

Agency desires to represent Company and any insurance company affiliate of Company, and perform the services described in this Agreement, all upon the terms and subject to the conditions set forth more fully below.

### **REPRESENTATIONS**

#### **REPRESENTATIONS BY COMPANY**

Company represents that it is duly licensed in accordance with all applicable laws and regulations and has the authority to issue Company Products in the states where the Agency is authorized to conduct business, except as disclosed to Agency in writing. Company agrees to notify Agency promptly of any changes in such authority. Company will seek to have Company Products approved by state insurance authorities in jurisdictions where those Products will be offered.

Company represents that it will conduct its activities pertaining to this Agreement in material conformity with all applicable federal and state laws and/or regulations. Company represents that all material that Company makes available to Agency will comply in all material respects with any and all applicable federal and state securities laws.

Company represents that the entering into and performance of this Agreement does not and will not conflict with or cause a breach of any other agreement to which it is a party and that it has full power and authority to enter into this Agreement and to carry out its duties and obligations hereunder.

#### **REPRESENTATIONS BY AGENCY**

Agency represents that it has the authority to execute this Agreement on its own behalf and on behalf of any of its affiliated agencies providing the services set forth in this Agreement.

Agency represents that it will conduct its activities pertaining to this Agreement in material conformity with all applicable federal and state laws, rules and/or regulations.

Agency represents that it and its affiliated agencies will comply with all applicable state insurance requirements and have obtained and will maintain any security and/or insurance licenses required by the state insurance authorities for the types of Company Products it will offer and service.

Agency represents that it has all necessary contractual arrangements in place to receive any payment for the sale of any Product on its behalf and on behalf of its affiliated agencies.

Agency represents that it will ensure that duly licensed agents recommend applications only in those states in which such Company Products are approved.

Agency represents that the entering into and performance of this Agreement does not and will not conflict with or cause a breach of any other agreement to which it is a party and that it has full power and authority to enter into this Agreement and to carry out its duties and obligations hereunder.

**NOW THEREFORE**, in consideration of the foregoing background recitals, representations and the mutual promises and undertakings set forth herein, the parties hereto, intending to be legally bound, agree as follows:

## **1. AUTHORIZATION**

**1.1 Appointment and Exclusivity.** Company appoints Agency on a non-exclusive basis as an insurance agency to facilitate agents in soliciting applications for those Company Products set forth on the Commission Schedule Addendum and applicable to Agency. The "Effective Date" of this Agreement is: (a) the date Company executes this Agreement if Agency is not currently appointed by Company; or (b) the earlier of the date on which you receive any compensation from Company or Company receives an application from you for a Company Product if you are a currently an appointed Agency with Company. Agency hereby accepts Company's appointment. By accepting this appointment, Agency agrees to the terms, conditions, and limitations of the appointment set forth herein. Agency is authorized to conduct business on behalf of Company under the terms of this Agreement and only in those states and territories where Company is authorized to conduct business and where Agency is duly licensed to conduct such business.

### **1.2 Recruiting.**

(a) Agency may recommend to Company duly licensed subagencies, agents, or subagents to solicit Company Products subject to the requirements of Company. Company, in its sole discretion, may refuse to appoint any agency, agent or subagent recommendation pursuant to this Section.

(b) At Company's discretion, each agent or subagent recommended to and acceptable to Company shall enter into a written agreement directly with Company (an "agent contract") in form and content acceptable to Company.

(c) At Company's discretion, each subagency recommended by Agency, and acceptable to Company, shall enter into a separate written agreement directly with Company ("agency agreement") in form and content acceptable to Company. subagency shall mean any non-natural-person that is a party to an agency agreement with Company and is in the Agency's Downline.

(d) Downline, for the purpose of this Agreement, shall mean any subagency, agent or subagent appointed with Company that is a party to a written agency agreement or agent contract with Company and assigned to Agency.

(e) Compensation payable to Agency's Downline shall be limited to and paid consistent with the Commission Schedule Addendums included as part of the Downline's agent contract or agency agreement, as applicable, Agency shall be responsible for the compensation payable to any Downline who is not required by Company to enter into a contract or other written agreement, subject to the terms of this Agreement.

(f) Company may terminate the appointment, agent contract, or agency agreement with any subagency, agent, or subagent at any time, for any reason, or for no reason.

**1.3 Agents.** Each agent, including any subagency or subagent, shall be duly licensed and appointed at all times to offer, market, sell, distribute, and service Company Products as required by law, this Agreement and the agent contract or agency contract, as applicable.

**1.4 Instructions.** In performing its obligations under this Agreement, Agency shall comply with all lawful rules, practices, instructions, regulations, procedures and guidelines (collectively, the "Instructions") as may be established by Company from time to time and of which Agency has received notice. Company will provide notice to Agency of Instructions and any changes thereto using any of the methods as provided in the Notice section of this Agreement, including posting said changes to a Company website to which Agency has access.

**1.5 Reporting Violations.** Agency shall promptly notify Company in writing if Agency obtains knowledge that any agent recruited by Agency, or it's Sub-Agencies, under this Agreement has failed to comply with (a) any applicable federal or state laws and/or regulations; or (b) any Instructions; or (c) any policies or procedures of Company. **1.6 Status as Independent Contractor.** It is understood and agreed that Agency, any subagency, agent, or subagent, are independent contractors of Company and are not employees of Company. Nothing contained in this Agreement shall create, or be construed to create, the relationship of an employer and employee between Company and Agency or any of Agency's employees, subagencies, agents, or subagents. Agency shall be free to exercise its own judgment as to the persons from whom it will solicit applications and as to the time, manner and place of solicitation, subject to applicable federal and state laws and regulations. Agency may represent other insurance companies while this Agreement is in force; provided, however, that while doing so Agency may not hold itself out in any manner as acting on behalf of Company. Agency shall bear its own costs and expenses in performing its duties under this Agreement. Agency agrees that its compensation is determined by the terms of this Agreement or any Commission Schedule Addendums or other addendums to this Agreement. Agency is not eligible to participate in any employee benefit programs that Company offers to its employees.

Agency may have relationships with subagencies, agents, and subagents who also are contracted with Company. For instance, Agency may recruit other subagencies, agents or subagents who report to Agency under a formal or informal arrangement in which commissions are shared. Agency is responsible for training and supervising any such agencies, agents or subagents report to Agency. In such circumstances where appropriate, each subagency, agent or subagent shall have a separate agency agreement or agent contract, as applicable, directly with Company and shall be considered independent contractors of Company. Company shall not be a party to any form of agency agreement, agent contract, or other agreement between Agency and such agencies, agents and subagents and shall have no responsibility with regard to any such relationships. Company reserves the right to terminate the appointments of any subagencies, agents or subagents at any time pursuant to Company's direct contractual rights.

**1.7 Limitations.** Unless otherwise authorized in writing by Company, Agency shall have no authority on behalf of Company to:

- (a) accept risks, determine insurability, or bind Company or any affiliate of Company in any way;
- (b) misrepresent any Products or services of Company or any affiliate of Company, make or modify Products or other products on behalf of Company or any affiliate of Company, or waive any rights or requirements of Company or any affiliate of Company;
- (c) extend the time of payment of any premium or accept the payment of past due premium;
- (d) collect or receive deferred or renewal premiums;
- (e) endorse, cash or deposit any check or draft made payable to Company or any affiliate of Company;
- (f) accept or deposit any check or draft for premiums made payable to any person or entity other than Company;
- (g) open any bank account or trust account on behalf of, for the benefit of, or containing the name of Company or any affiliate of Company;
- (h) settle any claim or claims related to the Products;
- (i) commence any suit or action before any court or authority relating to any of the Products;
- (j) directly or indirectly rebate any portion of the premium to the insured or to any other party;
- (k) directly or indirectly cause or attempt to cause any employee, agent or representative of Company or any affiliate of Company to terminate or alter his or her association with Company or such affiliate;
- (l) induce or attempt to induce any policyholder of Company or any affiliate of Company to relinquish, surrender, replace or lapse their policies;
- (m) incur any indebtedness on behalf of Company or any affiliate of Company;



(n) use, alter, amend or remove any trade name, brand, trademark or service mark of Company or any affiliate of Company (collectively, "Trademarks") from any Product or other property of Company without prior written approval of Company;

(o) use any property of Company or any affiliate of Company, including but not limited to Trademarks, policy forms, applications, records, manuals, or supplies after termination of this Agreement, or

(p) do or perform any act or exercise any authority on behalf of Company or any affiliate of Company other than expressly authorized herein, without the prior written consent of Company.

**1.8 Company's Rights.** In addition to any other rights of Company specified in this Agreement, Company may at any time and in its sole discretion: (a) discontinue any Company Product in any state; (b) change any Company Product, including, but not limited to, the premium or renewal rate; (c) set maximum or minimum limits on any Company Product; (d) change the conditions under which any Company Product may be offered; (e) change, amend, delete, add or otherwise modify Instructions; (f) cease doing business in any state or territory; (g) unilaterally amend the payment of any commissions, bonuses, benefits or other compensation that may be payable under this Agreement as specified in Section 4.3; (h) reject any submitted applications; (i) establish and apply underwriting standards to any applicant, insured, or annuitant; (j) refuse to appoint or contract any subagency, agent, or subagent recruited by Agency; and (k) periodically conduct background checks and review publicly available resources related to you, either by us or through a third party.

## 2. AGENCY RESPONSIBILITIES

In addition to those duties set forth under Article I hereof, Agency represents, warrants and covenants as follows:

**2.1 Legal Compliance and Licensing.** Agency shall at all times (a) hold, maintain and keep in good standing all licenses, registrations and appointments necessary to perform its duties hereunder, and (b) fully comply with all applicable laws and regulations.

**2.2 Investigations: Customer Complaints.** Agency agrees to cooperate fully in any insurance and other regulatory or judicial investigation or proceeding arising in connection with the Products, Company, Agency or any agent recruited by Agency under this Agreement. Agency shall permit appropriate federal and state insurance and other regulatory authorities to audit Agency's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether Agency or any agent recruited by Agency under this Agreement is complying with all applicable laws and/or regulations. Agency agrees to notify Company of any consumer complaints with respect to the Products and to cooperate with Company in resolving all customer complaints with respect to the Products, Agency or any agent recruited by Agency under this Agreement.

**2.3 Advertising Materials.** All advertising material, including but not limited to internet website illustrations and sales promotional material published by Agency, that specifically names Company or references the Products shall be submitted to Company for its approval prior to its use by Agency. If required, Agency shall be responsible for filing such material with the appropriate regulatory or governmental authority.

**2.4 Quotes.** Agency shall provide accurate quotations on premiums, features and interest rates for the Products.

**2.5 Applications.** Agency shall promptly forward to Company all applications received in connection with the Products, regardless of the results of any medical examination. Company, in its sole discretion, may reject or require the amendment of any application for insurance.

**2.6 Suitability.** Agency agrees to ensure it acts in accordance with the suitability standards required pursuant to any and all laws, rules or regulation adopted by any applicable state. At Company's periodic request, Agency agrees to certify to Company that it is complying with suitability laws. Agency agrees to notify Company if any significant failures are discovered in the suitability of the sale of the Products sold under this Agreement. In the event a claim against Company is made with regard to the suitability of a sale of any of the Products sold under this Agreement; Agency will reasonably cooperate with Company and will provide written or other materials upon Company's request.

## **2.7 Collection of premiums. Agency shall:**

- (a) Transmit to Company, within two business days of receipt, applications for a Product and all amounts received by Agency for or on behalf of Company. All premium payments shall be in the form of checks made payable to Company.
- (b) Pay all premiums to Company without offset or deduction.
- (c) Be responsible for instructing its agents to remit the entire premium to Company immediately upon receipt thereof together with all application and related information.

**2.8 Delivery of Products.** Agency shall deliver Products as required by law notwithstanding the requirements of this section. Agency shall not deliver a Product unless: (a) the person to be insured is in good health and insurable condition at the time of delivery and (b) the first premium has been fully paid.

**2.9 Maintenance of Products.** Agency shall use best efforts to maintain in force the Products solicited by it or its agents and shall render all reasonable assistance to Company in connection therewith.

**2.10 Property.** Agency shall return to Company upon termination of this Agreement or on demand, all property of Company, including but not limited to all records, manuals, supplies, policy forms and applications.

**2.11 Insurance.** Agency shall at all times carry errors and omissions insurance coverage in such minimum amounts and including such terms as established by Company in its sole discretion or in any greater amount as may be required under applicable law or regulation.

## **2.12 Indemnification.**

(a) Company agrees to indemnify and hold Agency harmless from any and all losses, claims, damages, liabilities or expenses to which Agency may become subject under any statute, regulation, common law or otherwise, insofar as such losses, claims, damages, liabilities or expense relate directly to the sale of the Products and arise as a direct consequence of: (i) any material misrepresentation or omission, or alleged misrepresentation or omission, contained in the Products; (ii) any failure by Company or its agents, whether negligent or intentional to perform the duties and discharge the obligations contemplated in this Agreement; (iii) any fraudulent, unauthorized or wrongful act or omission by Company, its employees, contractors or representatives, excluding agents entering into agent contracts or otherwise recruited by Agency pursuant to this Agreement.

(b) Agency, including and on behalf of its Sub-Agency(s), agents, sub-agents and/or employees, agrees to indemnify and hold Company and its officers, directors, employees and agents harmless from any and all losses, claims, damages, liabilities or expense to which Company may become subject under any statute, regulation, common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses relate directly to the sale of the Products and arise as a direct consequence of: (i) any material misrepresentation or omission, or alleged misrepresentation or omission involving the sales subject to this Agreement, provided that such misrepresentations or omissions are caused by Agency; (ii) any failure by Agency whether negligent or intentional, to perform the duties and discharge the obligations contemplated in this Agreement; (iii) any fraudulent, unauthorized or wrongful act or omission by Agency or its agents; (iv) any and all actions conducted on the part of Agency or its agents, resulting from a finding by any regulatory agency with jurisdiction over Company that a sale of a policy was unsuitable.

(c) No party shall be liable as the indemnifying party pursuant to this Section, to the extent that the losses, claims, damages, liabilities or legal expense incurred by the indemnified party arise out of the indemnified party's willful misfeasance, bad faith, or gross negligence in the performance of its duties, or through the reckless disregard of the indemnified party's duties, under this Agreement.

The parties will promptly notify each other of the commencement of any litigation or proceedings, or the assertion of any claim or any material inquires related to the duties set forth in this Agreement. The indemnifying party shall have control of the defense of any such action, including appeals, and of all negotiations relating thereto, including the right to effect the settlement or compromise thereof.

Nothing in this Section shall preclude the parties from exercising any other rights and remedies that may be available to them at law or in equity.

**2.13 Expenses.** Agency shall be solely liable for all costs and expenses relating to or arising from performance of its obligations under this Agreement.

**2.14 Security Codes.** Agency shall be responsible for the confidentiality of any access number(s), password(s) and account number(s) (collectively referred to as "Security Codes") provided to Agency by Company. Agency shall be liable for all transactions entered through the use of Agency's Security Codes. All transactions received by Company through the use of Agency's Security Codes will be deemed to have been executed by Agency. Agency shall immediately notify Company upon becoming aware of any unauthorized use, loss or theft of Agency's Security Codes.

**2.15 Data Security.** Agency is responsible for ensuring information and data it receives from Company and collects and records on behalf of Company, including non-public personally identifiable financial and/or health information, is secure. Agency is responsible to comply with any data and information security Instructions provided by Company. Agency shall immediately notify Company in the event there is any data breach resulting in the disclosure of any information under this Agreement to any party not entitled to such information. Agency shall comply with all requirements of Section 6 of this Agreement regarding privacy, confidentiality and the use of electronic signatures. Agency is responsible for ensuring its subagencies, agents, and subagents comply with this Section 2.15 and Section 6 of this Agreement.

### 3. RECORDS AND REPORTING

**3.1 Records.** The parties will maintain full, complete and accurate books, files and records as required to record and document the services provided under this Agreement (collectively, the "Records"). Each party shall have the right during regular business hours, upon reasonable notice, to examine, inspect and copy the Records. The Records maintained by Agency shall either (a) be maintained by Agency for a period of at least ten (10) years following termination of this Agreement, or (b) be delivered to Company for safe-keeping.

**3.2 Cooperation.** Agency shall cooperate and use its best efforts to provide such other records and reports as Company may require in connection with this Agreement and the services contemplated hereunder.

### 4. FINANCIAL TERMS

**4.1 Payment of Compensation.** In consideration for the services provided by the Agency under this Agreement, Company agrees to pay Agency the compensation set forth on the Commission Schedule Addendum attached as Exhibit A ("Commission Schedule Addendum"); subject to compensation payable to any subagency agent and/or subagent as set forth on separate Commission Schedule Addendums included as part of their respective agent Agreement or agent contract in connection with the sale of the Products, as applicable. Upon receipt of prior written notice from Agency and such other information as Company may require, Company shall pay on behalf of Agency the commissions due from Agency to each Sub-Agency or agent. Notwithstanding anything to the contrary in this Agreement, no Sub-Agency or agent shall have any claim against Company, and shall not be an intended or unintended third party beneficiary of this Agreement. Notwithstanding any other provision of this Agreement, Company shall not be obligated to pay any compensation which would be in violation of the applicable laws, rules or regulations of any jurisdiction.

**4.2 Payment Procedures.** Company shall pay compensation (a) in accordance with its usual and customary procedures, which Company, in its sole discretion, may change from time to time, and (b) only on premiums paid to Company. No premium shall be considered paid until it has been actually received by Company.

**4.3 Changes in Commission Schedule Addendum; Unscheduled Commissions.** Company may, in its sole discretion and at any time, unilaterally (a) amend or modify the payment of any compensation under this Agreement, including, but not limited to, any commissions, bonuses, benefits, payments or other remuneration; (b) amend the Commission Schedule Addendum except as to Products issued prior to the date of the change, (c) determine the amount of commissions or other compensation to be paid on any products not provided for in the Commissions Addendum.

Company changes to compensation will only apply on a prospective basis and upon being provided or made available to Agency on a Company website to which it has access or by otherwise providing notice in accordance with the Notice section of this Agreement.



**4.4 Temporary Insurance.** Company shall not pay compensation in connection with any temporary insurance or binders.

**4.5 Premium Refunds.** If Company refunds to a customer premium for any reason, Agency who received any compensation or other payment calculated in connection with the refunded premium shall immediately repay to Company all such compensation or other payments received.

**4.6 Reassignment.** Company may, in its sole discretion, remove Agency, subagency, agent, , or subagent as the servicing agent of a Product and reassign another agent to service such Product. If the reassignment is requested by the policyholder under the Product, Company may pay the compensation for such reassigned Product arising after the date of reassignment to the new agent.

**4.7 Replacements.** Compensation arising in connection with any Product that replaces an existing policy or product issued by Company or any affiliate thereof shall be subject to replacement rules of Company. In certain instances, Company will not pay compensation on replacements.

**4.8 Reinstatements.** If a Product written by Agency is terminated and subsequently reinstated solely as a result of the efforts of Agency, Agency shall continue to receive any renewal compensation from the date of reinstatement. If a Product is terminated and subsequently reinstated for any other reason, Company may determine, in its sole discretion, which agent is entitled to renewal compensation and the amount of such compensation.

**4.9 Legal Restrictions.** Notwithstanding anything else in this Agreement, Company will not make any compensation payments in violation of any law, including, but not limited to, state licensing requirements or any state or federal law, rule or other regulation. If applicable, no party may pay any compensation (including, but not limited to, any compensation or expense allowance), or may cause the payment of any compensation that would be in violation of any applicable law, rule or regulation, and no party may receive any compensation in violation of any similar law, rule or regulation.

**4.10 Indebtedness.** Agency shall repay Company for any indebtedness arising from its sales activities or transactions and shall be jointly and severally liable with any subagency, agents and subagents to Company for the payment of all such amounts, including any advances or liabilities due or owed to Company, including any affiliated entity of Company, by Agency or any of your agents and subagents. Liabilities due or owed include any chargebacks, advances, loans or liabilities under this Agreement and any subagencies, agents or subagents, contract and liabilities created by its or any subagency's, agent's and subagent's misfeasance or malfeasance concerning Company's (and our affiliates) business and any other amount due under a contract, agreement or arrangement of any kind between said subagencies, agents and subagents with Company (or any of its affiliates). Transactions which may result in Agency's indebtedness to Company include, but are not limited to: (a) the payment of a death benefit, which would have been denied, but for its prior knowledge that any material misrepresentation had been made; (b) cancellation fees, if any, charged to Agency when a Company Product is canceled or refused; (c) causing Company expense in defending against a charge that Agency violated an insurance law or regulation; (d) causing Company expense in settling a consumer complaint or regulatory action arising out of alleged negligent, fraudulent, illegal, or unauthorized acts or transactions by Agency or its agents and subagents; and (e) any other transactions or activity by Agency which results in its indebtedness to Company.

The determination of the amount of any liabilities or advances due or owed shall be at the sole discretion of Company. Any indebtedness owed by Agency to Company is a legal debt. Company is hereby given a first lien upon any amounts due to the Agency, its successors, or assigns under this Agency Agreement or any other agency agreement, agent contract, or other agreement with Company or its affiliates as security for payment of any indebtedness owed to Company by Agency. Such amounts due from Agency shall be debited on the books of Company with the amount of such obligation, when the same is due and unpaid from Agency or any subagencies, agents and subagents to Company, and on demand, Agency shall promptly pay Company the amount of such debt. Notwithstanding the foregoing, Agency's indebtedness, together with interest at a rate to be set by Company from time to time, may be offset by any sum due to Agency or thereafter becoming due from Company for the satisfaction of the debt. Company at any time may pursue additional means to satisfy Agency's then-outstanding indebtedness to Company, and may assign its right to collect this debt.



The parties hereto agree Company retains the absolute and unilateral right to settle and resolve all claims or causes of action, in its sole discretion, raised or asserted by any person, concerning the actions by Agency or any subagencies, agents, and subagents. Agency's joint and several liability shall not be contingent on its input or participation or notice of or concerning any such claims or assertions. Agency agrees to indemnify Company for any attorney fees, court costs, expenses, and/or money damages that Company incurs in the collection of any indebtedness owed by Agency to Company pursuant to this Agreement, and/or for any legal action brought by or against Agency, its agents or subagents, and/or Company arising out of or relating to this Agreement.

**4.11 Right of Set-Off.** With respect to any compensation owed by Company to Agency, Company shall have a right to set off against and deduct from such compensation (a) any monies or indebtedness due and owed by Agency to Company, and (b) any damages, costs or expenses incurred by Company arising out of any breach of this Agreement by Agency.

## **5. AMENDMENT, TERMINATION AND ARBITRATION**

**5.1 Term.** This Agreement shall remain in force unless terminated pursuant to Section 5.3 herein.

**5.2 Amendment.** Company may amend, modify, or supplement any portion of this Agreement at any time in its discretion by providing Agency notice as provided in the Notice section.

### **5.3 Termination.**

(a) Automatic Termination. Except to the extent prohibited by applicable law, this Agreement shall be automatically terminated, without notice, in the event Agency (i) ceases to be licensed, including being placed on suspended status, as required by a state insurance department or governmental body having jurisdiction over such licensing; (ii) fail to pay, withhold or misappropriate any money or property belonging to Company; (iii) commit any felony, fraud, embezzlement, or other acts of moral turpitude; (iv) is legally or contractually dissolved; and (v) failure to comply with Section 6.2(b) herein. Should Agency be terminated under this Section 5.3(a), it will forfeit all its rights to any further payments under this Agreement.

(b) Termination by Company. Company may terminate this Agreement, at any time, by delivering notice of such termination as provided in this Agreement in the event Company determines, in its sole and exclusive discretion that Agency has: (i) exposed Company to potential liability due to Agency's misfeasance or malfeasance (ii) failed to conform to the business policies, guidelines, procedures and/or practices of Company; (iii) failed to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over the products offered by Company; (iv) replaced any Company Products with contracts, policies or products issued by another company; (v) induced holders of Company Products or other agents of Company to leave Company; (vi) failed to pay indebtedness owed to Company or our affiliates in accordance with Section 4 of this Agreement; or (vii) undergone a Change of Control: or (viii) been terminated by their upline Agency. Should this Agreement be terminated for any of the reasons set forth in this Section 5.3(b), Agency will forfeit all its rights to any further payments under this Agreement. For purposes of determining whether this Agreement has been breached under this Section 5.3(b), the acts of all your employees, and any subagencies, agents, and subagents, as the case may be, shall be deemed its acts. Company may also elect to exercise its right to terminate this Agreement at any time, upon giving notice (as provided in Section 8.3), in the event of an involuntary assignment by Agency for benefit of its creditors or the Agency's bankruptcy. As used herein, "Change of Control" shall mean and shall be deemed to have occurred upon (i) a sale of all or substantially all of Agency's assets used in the business; or (ii) the approval by Agency's voting equity holders of a sale, merger, reorganization, or consolidation whereby Agency's voting equity holders immediately prior to the approval do not own more than fifty percent (50%) of the combined voting power of the surviving entity immediately after consummation of such reorganization, merger or consolidation.

(c) Termination by Either Party. This Agreement may also be terminated by either party for any reason or no reason, with or without cause, by giving thirty (30) days advanced written notice to the other party. Company retains the right, based on subsequently obtained information, to effect a termination as to any subsequently accruing commissions, for any of the reasons stated in the preceding subsections (a) and (b) above. The right of termination under this Section 5.3(c) is not restricted by the provisions in the subsections above.

(d) Effect of Termination. Except as set forth in any applicable Commission Schedule Addendum, in the event this Agreement is terminated due to any other reason set forth in this Section 5, Agency shall automatically forfeit any and all rights to any further payments due or to become due under this Agreement, and Agency shall immediately pay in cash to Company any and all sums due and payable to Company hereunder. In the event of the termination of this Agreement for any reason, Agency and its agents and/or subagents shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions Company by name, our rate books, and all other such supplies connected with our business. No Company Product information will be provided to Agency or any subagencies, agents, and/or subagents after termination of this Agreement. Except as otherwise set forth herein, the obligations of Agency, and any subagencies, agents, and subagents arising under this Agreement shall survive the termination of this Agreement, whether such obligations arose prior or subsequent to the termination of this Agreement. Until the effective date of termination, all rights of Company to accept or reject applications for Company Products and determine underwriting or suitability standards as applicable. Following the effective date of termination, all new applications will be rejected by Company, and pending applications may be closed.

**5.4 No Recourse.** Agency agrees that it shall have no recourse for any injury that it may suffer by reason of termination of this Agreement, and hereby waives all direct, indirect, incidental or consequential damages against Company.

**5.5 Arbitration Agreement and Class Action Waiver.**

(a) Subject to any party's right to seek equitable or injunctive relief in court (i) to protect NPI as described in Section 6 below, (ii) to enforce this arbitration provision as described in Section 5.5(k) below, or (iii) to allow or prevent conduct affecting the retention of existing policyholders or agents by the Company, Company and Agency agree that any dispute arising under or related in any way to this Agreement, including, but not limited to, the Commission Schedule Addendums and the payment or non-payment of commissions (a "Dispute"), shall be subject to mandatory and binding arbitration to the maximum extent allowed under the Federal Arbitration Act (the "FAA"). The types of Disputes that are included within the scope of this arbitration agreement include, but are not limited to, (i) claims for breach of contract, including claims for fraud and duress in the formation of a contract and for negligent or intentional interference with contractual relations; (ii) tort claims, including claims for negligent or intentional infliction of emotional distress; (iii) claims arising under any federal, state or local statute, rule or regulation prohibiting discrimination, harassment or retaliation; and (iv) federal, state or local statutory or common law claims. All past, present and future parents, subsidiaries and affiliates of the Company and, for each of those entities, all stockholders, directors, officers, employees, agents, partners, joint venturers, independent contractors (including other Agents) and attorneys who are alleged to be liable or may be liable in any manner to either party based upon the allegations and claims asserted in the Dispute are intended to be third-party beneficiaries of this arbitration agreement with full rights to enforce it. Except where prohibited by law, the parties irrevocably waive any right to a jury or to sue in a court of law to resolve any Dispute.

(b) The arbitration and the arbitration proceeding for any Dispute shall be governed by

(i) the FAA; (ii) the provisions of the arbitration agreement contained in this Section 5.5; and

(iii) the American Arbitration Association's Commercial Arbitration Rules (the "AAA Commercial Rules"). It is understood and agreed that, to the extent there is any conflict between or among the provisions of the FAA, this arbitration agreement and the AAA Commercial Rules, the provisions

of the FAA shall prevail, followed by the provisions of this arbitration agreement, followed by the provisions of the AAA Commercial Rules.

(c) A party shall provide notice of a Dispute to the other party or parties in accordance with the notice requirements described below in Section 19. The parties agree to attempt to resolve all Disputes informally within fifteen (15) business days of the date that a party has given notice of the existence of a Dispute. If the parties do not resolve the Dispute within such 15-day period, the Dispute shall be resolved by a single arbitrator. The parties shall seek to mutually agree on the arbitrator who will resolve the Dispute. If the parties are unable to mutually agree on the arbitrator, they shall request that the AAA provide them with a panel of five qualified arbitrators from which the arbitrator who will decide the Dispute shall be selected. The arbitrator shall be selected as a result of the parties exercising alternate peremptory strikes from the five-arbitrator panel, with the party who initiated the Dispute exercising the first strike.

(d) The arbitrator shall allow discovery as permitted by the Federal Rules of Civil Procedure, including the exchange of initial disclosures, the service of interrogatories and document requests and the right to take depositions, and shall work with the parties to agree on a reasonable discovery plan. In allowing discovery, however, the arbitrator shall balance the need for discovery against the policy favoring the cost-effective, expeditious resolution of the Dispute. The arbitrator shall also permit the parties to submit dispositive motions, including motions for summary judgment, and shall not schedule a hearing until all dispositive motions have been decided. Unless otherwise agreed to by the arbitrator and the parties, the arbitration hearing shall be conducted in the city and state of the Agent's principal place of business. Upon request by any party, the hearing shall be recorded by a stenographer at the Company's cost. At the request of any party, the arbitrator shall permit post-hearing briefs.

(e) The arbitrator shall have the authority to award any remedy for any claim for which any party would be entitled in a court of law. The arbitrator's award shall be in writing, shall set forth the basis for the arbitrator's decision, and shall be signed and dated by the arbitrator. The arbitrator's award shall be final and binding on the parties and shall completely resolve the Dispute, subject only to the grounds permitted under the FAA for vacating, correcting, or modifying an award.

(f) Agent's share of the AAA Commercial Rules filing and other fees and the arbitrator's fees will not exceed an amount equal to the civil filing fee in the area of the Agent's principal place of business. The Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA unless, in accordance with applicable law, an arbitrator orders a different allocation of those fees and costs. Applicable law shall also determine any party's right to recover attorneys' fees and/or the costs and expenses of arbitration for any claim asserted in the arbitration.

(g) Except as otherwise prohibited by applicable law, any party may request that the arbitration proceeding, including communications between or among the parties and the arbitrator, information and documents produced by any party, hearing or deposition transcripts, and the award and all rulings of the arbitrator, be kept strictly confidential. If any of the parties elects to keep the arbitration proceedings confidential, all parties agree to enter into an appropriate confidentiality agreement and, further, agree that all papers filed in court in connection with any action to enforce the parties' arbitration agreement or the arbitrator's award shall be filed under seal.

(h) A party may seek an order of any court of competent jurisdiction to enforce the arbitration agreement contained in this Section 5.5.

(i) If either party has more than one Dispute against the other party, each party agrees to bring all such Disputes together in a single arbitration proceeding so that they may be resolved at the same time.

(j) Neither the Company nor the Agent shall have the right to initiate, file, join, participate in, or intervene in any class or collective lawsuit, court case or arbitration that in any way relates to a Dispute that is covered by this arbitration agreement, and the Company and Agent hereby waive their right to initiate,

file, join, participate in, or intervene in any class or collective action filed in state or federal court or with an arbitrator. ALL DISPUTES SHALL BE ADJUDICATED ON AN INDIVIDUAL, NON-CLASS AND NON-COLLECTIVE BASIS THROUGH THE ARBITRATION PROCESS DESCRIBED IN THIS ARBITRATION AGREEMENT. Moreover, neither the Company nor Agent shall have the right to join or consolidate the claims of two or more parties with separate Disputes into the same arbitration proceeding. Notwithstanding anything else in this Agreement to the contrary, the parties understand and agree that the class action waiver contained in this Section 5.5(j) shall not be severable from the remainder of this arbitration agreement. Consequently, if the class action waiver contained in this Section 5.5(j) is found to be unenforceable for any reason by a court or an arbitrator, then the entire arbitration agreement in Section 5.5 shall be void and unenforceable by either party.

(k) Any court of competent jurisdiction is authorized to issue any injunctive or other equitable relief in aid of arbitration, including, without limitation, a temporary restraining order or preliminary injunction enjoining either party from violating any provision of this Contract, thereby preserving the status quo during arbitration of the Dispute.

(l) Except as otherwise required by applicable law, the parties agree that the arbitrator shall apply the substantive law of the State of Iowa to resolve a Dispute.

## **6. PRIVACY, CONFIDENTIALITY AND USE OF ELECTRONIC SIGNATURES**

**6.1 Privacy and Confidentiality.** Agency shall follow Company's published Privacy Policy and comply with all applicable federal and state laws, rules and regulations related to privacy, security and confidentiality of personal information. In addition, Agency and Company both acknowledge that as a result of this Agreement, each party may have access to and receive from the other party non-public personally identifiable financial and/or health information ("NPI"), as defined under federal and state law, regarding consumers, customers, former customers and/or their beneficiaries. The parties hereto agree to maintain the confidentiality of such NPI and shall not use, disclose, furnish or make accessible such NPI to anyone other than authorized employees and agents of the party as necessary to carry out the party's obligations under this Agreement. The parties agree to cooperate with each other and provide reasonable assistance in ensuring compliance with applicable laws, rules or regulations, report to the other party any unauthorized disclosures of or access to NPI, and cooperate with any security assessments the other party may determine are necessary. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the NPI. At the request of the party that owns the NPI, or in the absence of such request, upon termination of this Agreement, the other party shall promptly return all NPI which has been provided to it, or dispose of such NPI in a manner agreed upon by the parties, unless the party is required to maintain such NPI under federal or state laws or regulations. The obligations of confidentiality, non-use and non-disclosure set forth in this Section shall survive the return and/or destruction of such confidential information and the termination or expiration of this Agreement. Each party acknowledges that any violation of the provisions of this Section 6(a) by either party may cause the other party immediate and irreparable damage for which the non-breaching party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, the non-breaching party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate, and the non-breaching party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The parties agree that such equitable or injunctive relief will be in addition to any damages or other remedies provided by law and otherwise available to the non-breaching party by reason of the other party's breach.

**6.2 Use of Electronic Signatures.** An "Electronic Signature" is an electronic sound, symbol, or process attached to or logically associated with a contract, application, administrative form, or any other record and is then executed or adopted by a person with the intent to sign the record. A "Digital Audit Trail" means a document accompanying an Electronic Signature that includes the signers IP address, date and/or time stamps, and any identity authentication details. If Agency, or any of its subagencies, agents



or subagents, submits an Electronic Signature on behalf of themselves or another individual then: (a) Agency represents and warrants that it is responsible to obtain and maintain any consumer consents and disclosures required by state or federal law or regulation in order to transact business and accept signatures electronically prior to submitting any Electronic Signature to Company; (b) Agency represents and warrants that it will obtain valid, authentic Electronic Signatures and it is responsible to validate the identity of any applicant, proposed insured, insured owner or any other party to whom an Electronic Signature is obtained in connection with Company Products under this Agreement, and to take any necessary steps to authenticate signers of documents signed electronically; (c) Agency is required to maintain in its records a Digital Audit Trail of any document containing an Electronic Signature that it has submitted to Company and Company may in its discretion institute guidelines that may include submission of the Digital Audit Trail at the time of the receipt of the Electronic Signature or at any other time as may be reasonably required; (d) it is agreed by the parties that a reasonable retention timeframe begins when an Electronic Signature and corresponding Digital Audit Trail is submitted in connection with any Company Products and ends when Company Product ends by surrender, lapse with failure to reinstate, or death; and (e) Company has complete discretion to limit the types of documents or transactions for which it will accept Electronic Signatures, unilaterally create and modify guidelines or requirements regarding Electronic Signature submission, and to require prior approval before Agency can submit Electronic Signatures and revoke any such approval at any time in its sole discretion.

## **7. ANTI-MONEY LAUNDERING AND OFFICE OF FOREIGN ASSET CONTROL**

### **7.1 Anti-Money Laundering Compliance.**

(a) Agency agrees to comply with all applicable anti-money laundering ("AML") laws, regulations, rules and government guidance currently and as may be amended, including, but not limited to, the reporting, record keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA PATRIOT Act (the "Patriot Act"), its implementing regulations, and related SEC, NASD and other self-regulatory organization ("SRO") rules. These requirements include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement AML compliance program that includes policies, procedures and internal controls for complying with the BSA; policies, procedures and internal controls for identifying, evaluating and reporting suspicious activity; a designated compliance officer or officers, training for employees and registered representatives; and an independent audit function.

(b) Agency represents that, to the extent required by the BSA, the Patriot Act and any of their implementing regulators or other related SEC, NASD or SRO rules, it has established and maintains a comprehensive AML compliance program, including, but not limited to, a Customer Identification Program ("CIP"). Agency certifies that its CIP, at a minimum, requires: (i) the verification of identity of any customer seeking to open an account; (ii) the retention of record of the information used to verify each customer's identity; and (iii) the determination, within a reasonable time before or after the account is opened, as to whether the customer appears on any lists of known or suspected terrorist organizations as provided to it by any government agency.

(c) Agency agrees that it will verify the identity of each customer Agency introduces to Company, or its affiliates where applicable, whether through documentary or non-documentary means, and hereby acknowledge that Company, or its affiliates where applicable, shall rely upon such verification, as prescribed by the regulations promulgated under Section 326 of the Patriot Act in accordance with the safe-harbor provided in Section 103.122(b)(6) of the regulations under the Patriot Act. Agency certifies, and shall certify to Company, or its affiliates where applicable, annually hereafter, that it has: provided AML training to any subagencies, agents and subagents who report to it and that such AML training is in full compliance with the final regulations set by the U.S. Treasury, and any subsequent updates, revisions, changes made; and established and implemented a CIP, in compliance with

applicable laws, as part of its AML compliance program.

**7.3 Office of Foreign Asset Control Compliance.** Agency agrees to comply with the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Agency certifies and shall certify to Company, or its affiliates where applicable, annually hereafter, that Agency has an OFAC compliance program in place which includes procedures for checking customer names and the names of persons with signature authority over accounts against the OFAC lists of sanctioned governments and specially-designated nationals, terrorists and traffickers; the screening of wire transfers and other payments against the OFAC lists; a designated compliance officer; an internal communication network; training of appropriate personnel; and an independent audit function. Agency agrees to promptly notify Company whenever questionable activity, suspicious activity or OFAC matches are detected. Agency further agrees to investigate any potentially suspicious activity and to take appropriate action, including the blocking of accounts, the filing of suspicious activity reports and the reporting of matches to OFAC.

## 8. MISCELLANEOUS

**8.1 Assignment.** This Agreement shall be binding upon the parties and their respective successors and assignees. Agency may not assign or pledge any rights under this Agreement without the prior written consent of Company.

**8.2 Entire Agreement.** This Agreement, including any amendments, exhibits, addendums, and Commission Schedule Addendums, constitutes the entire agreement between Company and Agency and supersedes all prior agreements, understandings and arrangements, oral and written, between the parties with respect to the subject matter hereof.

**8.3 Notice.** Except as otherwise provided herein, any notice that is required to be provided under this Agreement shall be in writing.

(a) Notice from Company to Agency may be provided via (i) U.S. Mail, return receipt requested; (ii) a nationally recognized package delivery service (e.g., Federal Express or UPS); (iii) e-mail to the Agency's e-mail address on record with Company; or (iv) via Company website notice for certain matters as described above.

(b) Notice from the Agent to Company may be provided via (i) U.S. Mail, return receipt requested; or (ii) a nationally recognized package delivery service (e.g., Federal Express or UPS) to the attention of Company's General Counsel at 8300 Mills Civic Parkway, West Des Moines, Iowa, 50266. Company shall provide the Agency with notice of any change(s) to its business address in accordance with the notice provisions described in subsections 8.3(a)(i) through (iii) above.

Agency acknowledges, understands and agrees that it shall have the affirmative responsibility to regularly check Company's website to which it has been provided access for any amendments, changes, revisions, updates to Instructions, or any other notices and updates under this Agreement.

If to the Agency: At the address set forth on the application or to such other address as Agency may from time to time designate by notice to Company.

**8.4 Notice of Legal Proceedings.** Agency shall promptly transmit to the Home Office of Company, by certified mail, any paper or other documents served upon or delivered to the Agency or upon or to any of its respective directors, officers, employees, agents, or representatives in connection with any proceedings against or involving in any way Company or any of its directors, officers, employees, agents or representatives.

**8.5 Waiver of Agreement.** The forbearance or neglect of Company or Agency to insist upon strict compliance by a party with any of the provisions of this Agreement, whether continuing or not, or to declare a forfeiture of termination against that party, shall not be construed as a waiver of any of the rights or privileges of the parties. No waiver of any right or privilege of Company or Agency arising from any default or failure of performance by a party shall affect the rights or privileges of the other parties in the event of a further default of performance.



# Annuity Contract transmittal form



Agent name: \_\_\_\_\_ Agent code (if known): \_\_\_\_\_

**If New Business is submitted with or prior to a contracting application or contract change please indicate below**

Issue state of pending business	Client name	Policy/Contract number
---------------------------------	-------------	------------------------

**Choose the contract type and level for the agent/agency**

Contract type: ☐ License only producer ☐ Producer ☐ Distributor ☐ Contract change (Agent signature required)

Commission level

**Indicate the appropriate hierarchy below**

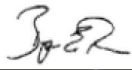
Immediate upline name*	Code
Top level upline name*	Code

\* Required field

**Comments or special instruction**

Any pending business will be paid according to the agent Contract (if any) in effect prior to receipt of this Transmittal form by North American Company for Life and Health Insurance\*.

Certain states require a supervising agent/agency to be licensed to receive override commissions. If a license is not held in these states when business is written, override commissions will not be paid.

Distributor signature 	Distributor number	Date (mm/dd/yyyy)
Agent signature (if applicable)	Agent code	Date (mm/dd/yyyy)



# Advance addendum



## Distributor/Producer information

Distributor/Producer name (please print):

Distributor/Producer code:

In signing this advance addendum, I acknowledge I have read the applicable terms and conditions. I understand that advance amounts will be distributed in the same cycle as my standard compensation. I understand any amounts paid as advance commissions are loans. In the event I am no longer under Contract, any unearned advance commission amounts paid to me are to be repaid to the company on demand. The company reserves the right to accept or reject this addendum and I understand and acknowledge the company may terminate this addendum at any time and for any reason. This addendum shall terminate automatically upon termination of my Contract with the company.

Please set maximum amount of advance per annualized policy at \$ \_\_\_\_\_ ("Advance cap").

Signature of distributor/producer (required):	Date (mm/dd/yyyy):
Signature of distributor (required):	Date (mm/dd/yyyy):

*Please retain a copy of this addendum for your records and send the original to the company.*

## Terms and conditions

### 1. Definitions.

- a. All capitalized terms not otherwise defined in this addendum shall have the meaning set forth in your Contract with the company (the "Contract").
- b. An "advance commission" is an annualization of a percentage of first year commissions on new business to you. Advance commissions are computed by multiplying the advance percentage by the first year commission rate for new business, as specified in the applicable commission schedule. Commissions will only be annualized in year 1 of the company product.
- c. The "advance percentage" is the percentage of first year commissions that the company will pay you. The advance percentage is identified above and may be modified from time to time by the company upon written notice to you as set forth in the Contract.
- d. "Annualized policy" means new business for which an advance commission has been paid to you.
- e. "New business" means a life insurance policy issued by the company for which the company has received full payment of the first modal premium and all outstanding policy requirements. New business does not include annuities or unscheduled or excess premiums on universal life products.
- f. "Unearned advance commissions" means advance commissions for which the first year commission on new business has not been earned.

### 2. Advance commission payment.

- a. The company will pay an advance commission to you on new business eligible for advance. The company reserves the right, in its sole discretion, to determine whether new business is eligible for advance under this addendum.
- b. An advance commission will be reported as income for tax purposes at the time it is paid to and received by you.
- c. The company will credit first year commissions, as those commissions are earned, against the sum of advance commissions paid on annualized policies pursuant to the automatic commission withholding process set forth in section 3. Any remaining balance of first year commissions, after crediting those commissions against paid advance commissions, will be paid to you as earned.
- d. Commissions will not be paid outside of the regular cycle for advances.

- e. The advance addendum must be submitted with new contracting or before your first policy is placed in force. Advance is not eligible for retroactive commissions on any policy that is placed in force and has paid out.
- f. The maximum advance amounts allowed as a percentage of advance commissions shall be seventy-five percent (75%).
- g. The company reserves the right to determine the maximum amount of Advance commissions to be paid in any calendar month to you.
- h. The advance cap is the maximum amount of advanced commissions to be paid on new business. Such amount shall not exceed: \$10,000.

### 3. Automatic commission withholding process

- a. Agent shall be provided a commission statement via the company's website, which statement shall accumulate new available advance commissions and generate electronic funds transfers for amounts payable of \$50 or more.
- b. Advance commissions will be deposited to your bank account on the second working day after a commission cut-off is completed.
- c. In consideration for receipt of advance commissions under the advance Addendum, you authorize the company to withhold first year commissions earned on an annualized policy until the sum of those first year commissions equals the amount of advance commissions paid for that annualized policy.
- d. If first year commissions earned on an annualized policy are insufficient to offset unearned advance commissions for that annualized policy, the company reserves the right to offset any unearned advance commissions from all first year and renewal commissions otherwise be payable to you.
- e. In the event an outstanding balance of unearned advance commissions exists despite (c) and (d) above, the company reserves the right to seek repayment of that outstanding balance from you pursuant to the Contract.
- f. Any indebtedness incurred under this Addendum for which recovery cannot be made pursuant to (c), (d) or (e) of this Section 3 shall be governed by the terms for indebtedness included in the Contract.

### 4. The terms and conditions of the Contract are applicable to this addendum.



\*O-2844\*

# AGENT CONTRACT TRANSMITTAL FORM

**PLEASE PRINT ALL INFORMATION CLEARLY**

Complete this form for new agents (supervised by another agent), or to make changes to an existing agent's commission level and/or supervising agent (also known as the upline hierarchy).

☐ New Agent

☐ Existing Agent Code \_\_\_\_\_

\_\_\_\_\_  
Agent and/or Agency Name (please print)

\_\_\_\_\_  
Contract Level for Agent

Any pending annuity business will be paid according to the agent contract (if any) in effect prior to receipt of this Transmittal Form by North American Company for Life and Health Insurance.

Commissions are payable based on the date on which the annuity application was signed - not the date that commissions are actually paid by North American.

\_\_\_\_\_  
Agent Signature

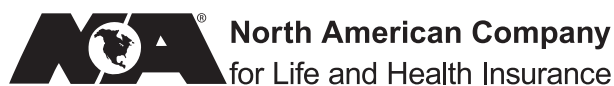
\_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature Date

\_\_\_\_\_  
Supervising Agent Name - Agent Code (please print)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature Date



**AFTER COMPLETING THIS FORM,  
PLEASE FAX BACK TO 866-322-7072**



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they