



North American Company
for Life and Health Insurance
Since 1886

CARY A. LEVINSON & ASSOCIATES, INC.
LIFE BROKERAGE SERVICES

5551 N. University Drive, Suite 201
Coral Springs, FL 33067
Local (954) 746-9531 Fax (954) 746-9535
Toll Free (800) 375-2279



O2681IMCC

IMC Contract Transmittal

Agent Name: _____

Contract Type: ☐ Producer ☐ License Only Producer ☐ Distributor ☐ Contract Change

Commission Level: **Regional Manager:** _____ (ONE LEVEL FOR ALL PRODUCTS)

Required for **ALL** Contract Types / Commission Levels: **Term** _____ **Life** _____ **Annuities** _____

Hierarchy (reports to):

Name: _____ Code: _____

Name: _____ Code: _____

Name: _____ Code: _____

Name: _____ Code: _____

Name: _____ Code: _____

Comments or Special Instructions:

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.

The individual or agency receiving the compensation from the License Only Producer production must always be licensed/appointed in every State the Producer is licensed/appointed.

Completed contracting should be forwarded to:

North American Life Division
Attention: Agency Services
P. O. Box 5088
Sioux Falls, SD 57117-5088
Phone: 877-872-0757
Fax: 877-595-8254
Email: teampurple@sfgmembers.com

North American Annuity Service Center
Attention: Agency Services
P. O. Box 79905
Des Moines, IA 50325-0905
Phone: 866-322-7068
Fax: 866-322-7072
Email: annuitylicense@sfgmembers.com

Distributor Signature _____ Distributor # _____ Date _____

North American Company for Life and Health Insurance®

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 (6798Z) 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 (9043Z-A).
- ☐ **Transmittal Form (0-2682)**

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. If you do not have E&O coverage, AON provides a discount for North American agents. Please contact them at 800-621-0711 for details.
- ☐ **State-Specific Suitability CE Requirement as applicable**

Please 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.
- ☐ **Anti-Money Laundering (AML)**

This is a USA PATRIOT ACT requirement. Please complete the required training for Anti-Money Laundering. Your username and password will be established when you are assigned your agent ID number. For previously contracted agents, this information will be the same. You will receive your information within 5-7 business days from when your contracting is processed.

 - If you have completed an AML course through another provider, please provide a copy of your 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 (8960Z) along with a voided check. Please be sure to complete the form in its entirety.**
- ☐ **Read the procedures outlined in the Compliance Manual (Life - L-2891; Annuity - 8943Z).**

Required for Annuity Agents ONLY

- ☐ **Annuity Certification**

The Annuity Service Center requires that all agents take our product certification test to familiarize you with our product line. Once you receive notification that you can take the test, visit our website at <http://nacolah.agentcertification.com>.

 - Your username and password will be supplied to you by email when your agent ID number is established.
 - **This certification must be completed before North American will process any pending annuity business.**
 - **Certification may also be required to be completed BEFORE the solicitation of annuity business as deemed necessary by the specific state you are writing business in.**
- ☐ **Read the procedures outlined in Understanding Your Client's Needs Fixed Annuity Product Guide (8109Z).**
- ☐ **You may fax or mail these required documents to Agent Contracting Services:**

Annuity Service Center
4350 Westown Parkway
West Des Moines, IA 50266
Phone: 866-322-7068
Fax: 866-322-7072

Life Division
PO Box 5088
Sioux Falls SD 57117-5088
Phone: 877-872-0757
Fax: 877-595-8254

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.



CONTRACT APPLICATION

COMPLETE ALL QUESTIONS.

FIRST NAME	MI	LAST NAME	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	DATE OF BIRTH	SOCIAL SECURITY NUMBER	NATIONAL PRODUCER NUMBER
TYPE OF APPOINTMENT <input type="checkbox"/> LIFE <input type="checkbox"/> ANNUITY		CONTRACT TYPE <input type="checkbox"/> LLC* <input type="checkbox"/> PARTNERSHIP* <input type="checkbox"/> SOLE PROPRIETORSHIP* <input type="checkbox"/> CORPORATION* <input type="checkbox"/> INDIVIDUAL			TAXPAYER ID NUMBER	CRD NUMBER
RESIDENCE ADDRESS — STREET, CITY, STATE, ZIP					RESIDENCE TELEPHONE ()	
BUSINESS NAME					BUSINESS TELEPHONE ()	
BUSINESS ADDRESS — STREET, CITY, STATE, ZIP					BUSINESS FAX ()	
PREFERRED MAILING <input type="checkbox"/> RESIDENCE ADDRESS <input type="checkbox"/> BUSINESS ADDRESS					CELL PHONE ()	
E-MAIL ADDRESS					PREFERRED CONTACT <input type="checkbox"/> RES. PHONE <input type="checkbox"/> BUS. PHONE <input type="checkbox"/> CELL PHONE <input type="checkbox"/> E-MAIL	
BROKER/DEALER NAME					PROFESSIONAL DESIGNATION <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> LUTCF <input type="checkbox"/> CFP SECURITIES LICENSES <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63 <input type="checkbox"/> RIA	
BROKER/DEALER ADDRESS — CITY, STATE					BROKER/DEALER CRD # (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 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 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 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 Has your contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm?
- ☐ Yes ☐ No 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 Are you currently involved or ever been involved in litigation?
- ☐ Yes ☐ No Do you have past due financial obligations, unsatisfied judgments or liens, including any delinquent state or federal tax obligations?
- ☐ Yes ☐ No Have you ever filed bankruptcy?
- ☐ Yes ☐ No Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business?

COMPLIANCE

- ☐ Yes ☐ No I will conform to the procedures outlined in the "Compliance Manual" and all company product guides.

Please list all relatives who are currently licensed to sell life insurance, including annuities

Name _____	Relationship _____	SSN _____
Name _____	Relationship _____	SSN _____

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* 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 and (c) authorize North American or any of its affiliates to release information about any debit balance I may incur to Vector One, its successors, or any organization designated to replace Vector One. This authorization shall remain valid and in effect during the term of my contract. We reserve 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. *Affiliate means any company owned, directly or indirectly, by Sammons Financial Group, Inc.

AGENT AUTHORIZATION — Under penalties of perjury, I certify that: 1) The Social Security Number or Taxpayer Identification 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.

AGENT SIGNATURE	OFFICER SIGNATURE*	DATE
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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
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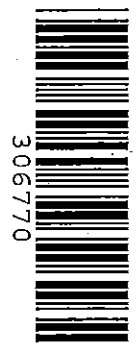
*If Officer of a Corporation, LLC, Partnership, or Sole Proprietorship please sign both as Agent and Officer.

Completed form should be forwarded to the appropriate Life Division or Annuity Service Center at the address below.

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE*

Life Division: PO Box 5088, Sioux Falls, SD 57117-5088 • Phone: 877-872-0757 • Fax: 877-595-8254

Annuity Service Center: P.O. Box 79905, Des Moines, Iowa 50325-0905 • Phone: 866-322-7068 • Fax: 866-322-7072



NORTH AMERICAN COMPANY FOR LIFE & HEALTH INSURANCE'S PRODUCER'S CONTRACT

1. RELATIONSHIPS

The ATTACHED CONTRACT is made by and between North American Company For Life and Health Insurance ("NACOLAH", "Company", "we", "us", or "its"), the undersigned Producer ("Producer", "you", "your"), and the undersigned Distributor. The Producer shall act in good faith when dealing with NACOLAH's policyholders and acknowledges that all policies and the information contained therein are the property of NACOLAH. The Producer is an independent contractor for NACOLAH and not an employee of NACOLAH. Nothing in this contract shall be construed to make you an employee of NACOLAH. You shall be free to exercise your own judgment as to the persons from whom you will solicit applications and as to the time and place of solicitation, subject to the Company's rules and 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 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, including but not limited to, any employee welfare or pension benefit plan for employees of the Company.

2. AUTHORITY

a) The Producer agrees to:

- 1) procure applications for policies underwritten by NACOLAH and, if applicable, recommend qualified Producers for NACOLAH appointment in your hierarchy,
- 2) promptly forward all applications and initial premiums to NACOLAH,
- 3) take all reasonable steps to ensure that all policies issued by NACOLAH are delivered to the policyholder within 30 days in accordance with NACOLAH's underwriting guidelines and published rules and procedures; in the event policy delivery is not possible then you must return the policies immediately to NACOLAH's home office,
- 4) make reasonable efforts to maintain NACOLAH's policies and provide reasonable assistance to NACOLAH's policyholders,
- 5) operate in compliance with all applicable laws and regulations,
- 6) supervise and be responsible for keeping your producers of NACOLAH's published rules, guidelines, procedures, and practices provided by your Distributor or published by NACOLAH,
- 7) exercise reasonable due diligence for the faithful performance, fidelity and honesty of your employees and Producers and maintain responsibility for all funds collected and business done by or entrusted to you and your employees,
- 8) promptly report to NACOLAH, in writing, any known or alleged misappropriation of funds by any Producer or employee regardless of whether such known or alleged misappropriation is with respect to funds of NACOLAH or funds of any other person or company,
- 9) fully cooperate with NACOLAH in any investigation or proceeding of any federal, state or other regulatory or governmental body, or court, if it is determined by NACOLAH that the investigation or proceeding affects matters covered by or arising out of this Contract,
- 10) immediately notify NACOLAH if served with any legal document received by you through any medium or if you have knowledge of any legal or administrative action,
- 11) maintain any and all state insurance licenses and be in good standing with all applicable state and regulatory authorities,
- 12) keep full and accurate records of the business transacted by you under this Contract and forward records to the Company as we may prescribe,
- 13) notify the Company in writing of the Producer Commission Schedule that will govern the compensation to be received by them, and
- 14) have and maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including anti-money laundering and anti-terrorism financing procedures and controls.

b) The Producer may:

1. solicit, personally and through other Producers, applications for NACOLAH insurance policies, and annuities as described in the Schedule of Commissions, and
2. collect the full initial premium for the NACOLAH policies, subject to the restrictions listed on the Company's Temporary Insurance Agreement or Conditional receipt. Checks, money orders, or other forms of payment from policy owners and applicants shall be made payable to the order of the Company and shall not be commingled with your funds. You are not authorized to collect other premiums.

3. LIMITATION OF AUTHORITY

The Producer may not:

- a) make, alter or discharge any NACOLAH policy, contract, Temporary Insurance Agreement or other NACOLAH agreement,
- b) pay any premium personally or rebate premium to any policyholder,
- c) waive or modify any terms of any NACOLAH policy or contract, including rates or conditions of limitation,
- d) execute any documents on behalf of a proposed NACOLAH insured or policyholder,

- e) approve evidence of insurability,
- f) bind or commit NACOLAH to any policy, contract, risk or otherwise, except to NACOLAH's Temporary Insurance Agreement,
- g) deliver to a NACOLAH applicant any policy where the health of the applicant at the time of the delivery is other than as stated in NACOLAH's application for insurance,
- h) receive any premiums after the initial premium,
- i) extend time for any premium payment or reinstate any lapsed policy,
- j) approve, imply approval, adjust or settle any claim,
- k) retain any issued NACOLAH policy beyond thirty (30) days of issue,
- l) enter into any legal proceedings pertaining to NACOLAH or obligate NACOLAH for any expenses with respect to such proceedings,
- m) use or cause to be used any letters, advertising of any character or medium, or promotion of any kind, descriptive of products, services, procedures, or other information about the Company unless first approved, in writing, by the Company. You shall not use the Company's name or logo without Company prior written approval. The Company shall provide you with printed materials that relate to the Company and its products on the Company website, illustration software, or material in any other medium and you may distribute such materials at your expense.
- n) exercise any authority on behalf of NACOLAH other than as authorized by Section 2 of this Contract,
- o) waive any outstanding debts of you or your Producers,
- p) incur any expenses not authorized by the Company, and
- q) act as Trustee or Fiduciary on behalf of an applicant, insured or policyowner of insurance with the Company.

4. NACOLAH'S RIGHTS

NACOLAH at any time may:

- a) discontinue any policy form in any state,
- b) change any policy form or premium rate,
- c) determine maximum or minimum policy limits,
- d) change the conditions under which any policy may be offered,
- e) change, delete or add any NACOLAH procedure, guideline 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 that shall include all Supplements to this Contract and the Company's procedures, guidelines or practices. These amendments will be effective upon mailing of such notice addressed to you at Your last known address and will be prospective in effect.
- h) determine whether to accept any applications and determine underwriting standards,
- i) recapture from the producer vendor expenses for underwriting requirements when applications for life insurance are not received and when inappropriate underwriting requirements are ordered by the producer.
- j) terminate any producer for any reason with appropriate notice,
- k) choose not to contract or appoint any producer recommended by you for any reason,
- l) reject applications for insurance submitted by you or your Producers without specifying the cause,
- m) examine your records of the business transacted by you or your Producers under this Contract at any time prior to and/or after termination of this Contract and to make copies of such records as we may deem necessary, and
- n) appoint as Producers those persons recruited by you who are deemed acceptable by the Company.

5. COMPENSATION

The Producer agrees that:

- a) the compensation from NACOLAH as specified in this Contract, applicable supplements, Schedule of Commissions and Addendums is your sole compensation for all matters covered under this Contract,
- b) commissions will be paid at the commission rate in effect at the time a NACOLAH application is submitted to us according to the "Schedule of Commissions" and payment method as determined by the Company,
- c) the Company will pay your override commissions on first year and renewal premiums where applicable on policies written by your Producers and received by the Company while this Producer contract is in effect,
- d) the Company may adjust each of your Producer's commissions in accordance with the provisions of that Producer's contract. Your percentage of commissions may increase or decrease as a result of such adjustment,
- e) the Company may charge back commissions including overrides to you in the event of rescission or cancellation, if commissions were paid in error, or if there are unearned commissions, which include but are not limited to the following: if the policy was not taken for any reason, or when there is a change in billing mode, or the policy was surrendered or lapsed in the first year, for any reason, and

- f) commissions and/or overrides are not earned on premiums being waived under any non-forfeiture or Waiver of Premium provision of any NACOLAH policy, including retroactively waived premium.

6. VESTING

The Producer agrees that:

- a) except as provided herein, all first year and renewal commissions will vest immediately, according to the contract held by your Distributor or your Producer,
- b) vesting, if any, applies only to business remaining in force after termination of this Contract,
- c) if you are terminated for cause, all commissions no longer vest,
- d) if, after termination other than by cause, commissions are less than \$600 in any calendar year, NACOLAH shall have the option of paying you the "present value" of those commissions and no further commissions shall be due to you under this Contract. "Present Value" as used here means the value of such commissions determined by NACOLAH on the basis of accepted actuarial practices,
- e) if you are appointed as a sole proprietorship and this Agreement is terminated by your death or physical disability at a time when commissions are payable to you,
 - i) the Company will continue to pay, for the vesting period specified in this section, such commissions to your legal surviving spouse during his or her life, and,
 - ii) thereafter to such persons as your spouse may appoint by will or, in default of appointment, to your spouse's legal representative, and
- f) if this Agreement is terminated by your mental disability or if you die leaving no legal surviving spouse, such commissions will be payable to your legal representative.

7. INDEBTEDNESS

- a) You shall repay the Company for any indebtedness arising from the marketing activities or transactions from you or your Producers or from the payment of any unearned commissions or bonuses if applicable to you. Any indebtedness owed by you or your Producers 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 or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you. Your indebtedness 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 to your Distributor or overriding Producer.
- b) To the extent you are liable for any Producer's or Distributor's indebtedness, the company is free to seek satisfaction and/or offset of the debt from you at any time and is not obligated first to seek satisfaction or offset from the Distributor or Producer involved.
- c) You shall be responsible for your and your employees' present and future indebtedness to NACOLAH. The Company may offset such indebtedness from compensation otherwise due to the Distributor from NACOLAH. Any unsatisfied indebtedness to NACOLAH shall accrue interest at a rate equal to NACOLAH's current practice rate and shall be payable upon demand together with all collection costs incurred by NACOLAH.
- d) Transactions that may result in your indebtedness to the Company include, but are not limited to, the following:
 - 1. The advance payment of commissions or payment of commissions to you that are not earned due to any of the following:
 - a) a policy cancellation under a "free look" provision,
 - b) a policy surrender, lapse, or a change in the frequency of premium payment,
 - c) a policy not being accepted by the applicant after commission is paid,
 - d) a refund of premium or rescission of the policy by the Company for any reason, or
 - e) change in billing mode.
 - 2. The payment of a death benefit, which would have been denied but for your prior knowledge a material misrepresentation had been made;
 - 3. Cancellation fees charged to you when a policy was delivered more than 30 days from the date of issue and the policy is subsequently canceled or refused;
 - 4. Causing the Company expense in defending against a charge that you, your employee, or your Producer violated an insurance law or regulation;
 - 5. Causing the Company expense in settling a consumer complaint arising out of alleged negligent, fraudulent, illegal, or unauthorized acts or transactions by you, your employee, or your agent, or
 - 6. Any other transactions or activity by you, your employee or your agent, which results in your indebtedness to the Company.

8. TERRITORY

The Producer has not been assigned an exclusive territory or market segment.

9. ASSIGNMENT

NACOLAH, by any of its officers or designated employees, must approve in writing any assignment of this Agreement or any current or future compensation assignment under this Agreement. NACOLAH does not assume any responsibility for the validity, sufficiency, or tax consequences of any assignment. No assignment shall be effective until any indebtedness to NACOLAH incurred prior to, or subsequent to, such assignment is satisfied.

10. INDEMNITY AND ERRORS & OMISSIONS INSURANCE

- a) The Producer will indemnify and hold NACOLAH harmless from all expenses (including reasonable attorneys' fees incurred by the Company), loss or damages (including punitive and extra contractual damages) suffered by NACOLAH because of 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 the Producer or the Producer's employees in the performance of its services under this Contract.
- b) NACOLAH will indemnify and hold the Producer harmless for all non-commission related expenses, loss or damage suffered by the Producer resulting from any intentional act or omission by the Company or any of its employees contrary to the terms and provisions of this Agreement. However, NACOLAH will not be liable to the Producer for any legal or other expense the Producer chooses to incur, solely on its own, in connection with any such error.
- c) The Producer shall maintain Errors & Omissions liability insurance coverage in such amount during the term of this Agreement and in such terms as NACOLAH may from time to time determine. The Producer shall provide evidence of such coverage with submission of contract and subsequent renewal of coverage each year.
- d) Additionally, the Producer will communicate that the Company requires all producers and brokers to have and maintain Errors and Omissions liability insurance covering themselves during the term of this Contract and also provide evidence of such coverage with submission of contract and subsequent renewal of coverage each year.

11. PRIVACY AND CONFIDENTIALITY

You shall follow the Company's published Privacy Policy. This includes, but is not limited to:

- a) We require you protect the confidentiality of the underwriting information received by an applicant for insurance.
- b) You will maintain and dispose of all personal information in a secured manner as required by federal and state law. You will disclose all underwriting information only to us.
- c) You will maintain physical, electronic, and procedural safeguards that comply with federal and state standards.
- d) You will allow only designated personnel or service providers to have access to such information for our underwriting purposes.

12. TERMINATION

Termination of this Contract will automatically include termination of all supplements, amendments, addendums, and guarantees. The Producer agrees that:

- a) this Contract may be terminated without cause at any time by mutual agreement, or by you or the Company by depositing written notice in regular U.S. mail addressed to the last known address of the other party at least 30 days prior to the date of such termination,
- b) if the Producer is a corporation, corporate dissolution or cessation of doing business will cause immediate termination of this Contract,
- c) if the Producer is a partnership, death of one of the partners will cause immediate termination of this Contract,
- d) if the Producer is an individual, his or her death will cause immediate termination of this Contract,
- e) if the Producer is an individual or corporation, bankruptcy or commission of any act of bankruptcy will cause immediate termination for cause of this Contract,
- f) NACOLAH at any time also may terminate this Contract immediately for cause. "For cause" includes, but is not limited to, any determination by NACOLAH that the Producer:
 1. has breached this Contract, Company rules, guidelines or procedures, or state or federal law or regulation,
 2. has become involved in any legal or regulatory proceeding which might impair its ability to perform its obligation,
 3. has committed, or attempted to commit, an illegal or fraudulent act,
 4. has encouraged, induced or attempted to induce the replacement, lapse, or other termination of NACOLAH policies,
 5. has acted detrimentally towards NACOLAH or its policyholders,
 6. has withheld funds or documents from NACOLAH or its policyholders,
 7. has misrepresented NACOLAH's products or services, or
 8. has misrepresented, falsified or omitted (or has encouraged or attempted to misrepresent, falsify, or omit) material information furnished to NACOLAH on any applicable license or bond or if the applicable license or bond is refused, canceled, or not renewed,
- g) upon termination, the Producer and/or their legal representatives will immediately cease acting on behalf of NACOLAH, will return all of NACOLAH's property, and will promptly account to NACOLAH for all funds held on behalf of NACOLAH, and
- h) commissions will continue to vest as provided in Section 6 of this Contract.

13. CONSTRUCTION AND EFFECT

The Producer and NACOLAH agree that:

- a) as used in the Contract, the term "Producer" includes the Producer and the Producer's employees,
- b) the term "contract" includes any NACOLAH policy, certificate, endorsement, rider, Temporary Insurance Agreement, addendum or agent Contract,
- c) all notices under this Contract must be delivered by regular mail, addressed to the last address furnished in writing by either party to this Contract to the other,
- d) Illinois law governs this Contract.

14. **NON WAIVER** Failure of the Company to require strict compliance with any of the terms of this Contract shall not constitute a waiver of such terms or conditions nor affect the right of the Company thereafter to require such compliance.
15. **SEPARABILITY** The provisions of this Contract will be considered to be separable and independent from each other, and in the event any provision of this Contract is found to be invalid, it will not affect the validity or effectiveness of the remaining provisions.
16. **SUPPLEMENTS, ADDENDUMS, AND AMENDMENTS** Supplements, Addendums and Amendments to this Contract shall run concurrently with it and are subject to the terms and conditions of the contract thereof, except as specifically modified by the Supplement, Addendum or Amendment.
17. **MEDIATION AND ARBITRATION OF DISPUTES** Any disputes or controversies between you and the Company arising out of or relating to your contract may, upon written demand of either party, be submitted to mediation and non-binding arbitration administered by the American Arbitration Association or a similar arbitration organization agreed upon by you and the Company, under the organization's then-applicable mediation and arbitration rules. This clause in no way limits or restricts the rights of you or the Company to obtain relief in a court of competent jurisdiction.
18. **ENTIRETY OF CONTRACT** This Contract and any supplements, amendments, addendums, or guarantees plus the producer contract application and agreement form the complete contract between you and the Company. Any amendment, supplement, or addendum to this contract must be in writing. Your signed Contract on file with the Company will control as to form and content.

By: (Signature on Contract Application #O-2622 incorporated herein)
Recruiting Agent

BY:

David A. Garlock
Company Officer

Accepted:

By: (Signature on Contract Application #O-2622 incorporated herein)
Managing General Agent

BY:

Jeannette M. Ruge
Company Officer



CREDIT AUTHORIZATION FOR: CALIFORNIA, MINNESOTA AND OKLAHOMA RESIDENTS

Thank you for completing an application for appointment with North American.

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. Please indicate by checking the appropriate box whether or not you would like a copy of the report.

- ☐ Yes, please send a report to the residence address I indicated on my application.
- ☐ No, I do not wish to have a copy of the report sent to me.

Please send this authorization back along with your completed contract application, including your signature and report choice above 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

SSN

Date

Completed form should be forwarded to the appropriate Life or Annuity Division at the address below.

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE®

Life Division: P.O. Box 5088, Sioux Falls, SD 57117-5088 • Phone: 877-872-0757 • Fax: 877-595-8254

Annuity Service Center: P.O. Box 79905, Des Moines, Iowa 50325-0905 • Phone: 866-322-7068 • Fax: 866-322-7072

Commission Direct Deposit Authorization Form

It is the policy of North American to deposit your commissions directly to an account of your choosing at a designated financial institution.

1. Mark the appropriate box specifying that your pay will be deposited to either your checking account or savings account.
2. Complete the requested information about you, your financial institution and your account.
3. Submit a voided check for verification of all financial institution information.

DIRECT DEPOSIT AUTHORIZATION - Please fill out and return to the Agency Services Dept.

☐ Annuity ☐ Life (Please check all that apply)

I authorize you and the financial institution listed below to automatically deposit my net amounts earned and payable to my:

☐ Checking Account

☐ Savings Account - **Note:** If choosing the Savings Account option, please supply the information on bank letterhead.

Should an incorrect deposit be made, the financial institution is authorized to process debit entries to my account and return to North American the amount of any such overage. Taxable earnings will be reported on the Tax ID in which they are earned, regardless of the payee/account in which they are paid.

In the event you incur a commissions debt to North American we will not debit your account without prior permission from you.

This agreement will remain in effect until I have cancelled/changed it in writing.

Financial Institution's Name

Agent/Agency Name and Number

Branch

Account Number

City

State

Routing Number

Agent/Principal Signature

Date

Mail, fax, or email completed form along with a voided check to the appropriate address below.

VOIDED CHECK REQUIRED

North American Company for Life and Health Insurance®

4350 Westown Parkway, West Des Moines, Iowa 50266

Phone: (866) 322-7068 • Fax: (866) 322-7072 • Email: nacontracting@sfgmembers.com



North American Company
for Life and Health Insurance
Since 1886



02839

BUSINESS ENTITY CERTIFICATE

This Certificate is delivered to North American Company for Life and Health Insurance® (the "Company"), pursuant to the contract application on behalf of _____ [name of entity], a _____ [State of entity's domicile; insert type of entity: corporation; limited liability company; partnership; sole proprietorship] to be a Producer or Distributor of the Company (the "Contract Applicant").

The undersigned, on behalf of the Contract Applicant, and not in his or her individual capacity, hereby certifies to the Company as follows:

1. The undersigned is authorized to execute and deliver this Certificate on behalf of the Contract Applicant.
2. The Federal Tax I.D. of the Contract Applicant is: _____.
3. The officers of the Contract Applicant are (attach additional pages of necessary) *(Required for Corporations and LLC's; only required for other entity types if applicable)*:

Name	Office
	President
	Vice President
	Secretary
	Treasurer

4. The directors or managers of the Contract Applicant are (attach additional pages if necessary) *(Required for Corporations and manager-managed LLC's; only required for other entity types if applicable)*:

Name	Director/Manager

5. The four (4) largest stockholders, members or partners of the Contract Applicant are *(Required of all entity types)*:

Name	Name

6. As of the date of this Certificate, the following persons are those authorized to execute each document to which the Contract Applicant is or will be a party and who is authorized to act on behalf of the Contract Applicant, and each such person's true signature is set forth adjacent thereto *(Required for all entity types)*:

Name	Office	Signature

IN WITNESS WHEREOF, the undersigned has executed this Certificate this _____ day of _____, 20_____.

Signed:	
Printed Name:	
Title:	

Completed form should be forwarded to the appropriate Life or Annuity Division at the address below.

O-2839

09/12

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE®
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North American Company
for Life and Health Insurance
Since 1886



ASSIGNMENT OF EARNINGS

For value received, but subject to all the terms and provisions of any and all contracts and agreements and any amendments, schedules, addenda and supplements thereto, at any time, whether heretofore or hereafter, entered into by and between me ("Assignor") and North American Company for Life and Health Insurance® (the "Company") and whether now in full force and effect (collectively, the "Contracts") or not, I hereby assign and transfer unto

Name _____

herein called "Assignee," whose address is _____

Street

City

State

Zip

all compensation becoming due me under the following code(s) ("Earnings") _____

Code

Code

Code

after the Effective date of this Assignment, and otherwise due me, subject to any offset by the Company for any indebtedness incurred under the Contracts. The Company is hereby authorized and directed to pay all such Earnings to Assignee and payment in accordance with this assignment shall, to the extent of payment, fully and finally discharge the Company from all liability under the Contracts. I shall indemnify and hold the Company harmless from and against any and all claims resulting or arising out of this Assignment of the payment of Earnings to Assignee as set forth herein.

This Assignment shall remain in full force and effect until released in writing by Assignee. Payment to Assignee of the Earnings herein assigned shall fully discharge the Company of all liability with respect to the Earnings so paid.

I recognize and acknowledge this Assignment shall not become effective until it is properly executed by me and delivered to the Company, and there at the Company's discretion, processed and accepted by the Company, and I fully recognize that the acceptance of this Assignment if it does become effective, shall relate only to Earnings becoming payable by the Company after the Effective Date.

Executed at: _____

City

State

on _____

Month

Day

Year

Assignor (Please Print Name and Code)

Assignor (Signature)

The foregoing Assignment is hereby accepted, subject, however, to all the terms and provisions of any and all Contracts. The Company, however, assumes no responsibility for the validity of this Assignment; provided, however, the Assignment shall not be operative while any indebtedness to the Company under the Contracts remains unsatisfied and this Assignment shall be subject to any existing or future indebtedness of Assignor to the Company under such Contracts

IMPORTANT NOTICE

For Income Tax purposes ALL Earnings paid will be reported to the Assignor's Taxpayer Identification Number (TIN)

FOR OFFICE USE ONLY

Processed and Accepted by the Company:

By: _____

Date: _____

("Effective Date")

This section to be completed only when obligation has been completed.

RELEASE

The consideration for which the above Assignment was made having been fully satisfied, Assignee hereby relinquishes all interest in said Assignment. This release shall be considered effective upon receipt by the Company.

In witness hereof, Assignee hereby executes this Release.

Assignee Signature _____

Title _____

Date _____

FOR OFFICE USE ONLY

Receipt by the Company:

By: _____

Date: _____

NOTE: If Earnings are assigned to a Corporation, LLC, Sole Proprietorship or Partnership an officer must sign the Release.

O-2761

09/12



Annualization Addendum

Distributor/Producer Name (please print): _____

Distributor/Producer Code: _____

In signing this Annualization Addendum, I acknowledge I have read the applicable terms and conditions. I understand any amounts paid as Annualization Commissions are loans and not advances. In the event I am no longer under contract, any Unearned Annualization 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 Annualization per Annualized Policy at \$ _____ ("Annualization Cap").

Signature of Distributor/Producer: (Required)	Date:

Signature of Distributor: (Required)	Date:

Please retain a copy of this Addendum for your records and send the original to the Company.

FOR OFFICE USE ONLY

Processed and Accepted by the Company:

By: _____

Date: _____

("Effective Date")

Terms and Conditions

1. Definitions.

- All capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in your contract with the Company (the "Contract").
- An "Annualized Commission" is an advance of a percentage of first year commissions on New Business to you. Annualized Commissions are computed by multiplying the Annualization 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.
- The "Annualization Percentage" is the percentage of first year commissions that the Company will pay you. The Annualization 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.
- "Annualized Policy" means New Business for which an Annualized Commission has been paid to you.
- "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.
- "Unearned Annualized Commissions" means Annualized Commissions for which the first year commission on New Business has not been earned.

2. Annualized Commission Payment.

- The Company will pay an Annualized Commission to you on New Business eligible for annualization. The Company reserves the right, in its sole discretion, to determine whether New Business is eligible for annualization under this Addendum.
- An Annualized Commission will be reported as income for tax purposes at the time it is paid to and received by you.
- The Company will credit first year commissions, as those commissions are earned, against the sum of Annualized Commissions paid on Annualized Policies pursuant to the Automatic Commission Withholding Process set forth in Section 3 below. Any remaining balance of first year commissions, after crediting those commissions against paid Annualized Commissions, will be paid to you as earned.

3. Automatic Commission Withholding Process.

- You shall be provided a commission statement via the Company's website, which statement shall accumulate new available Annualization Commissions and generate electronic funds transfers for amounts payable of \$50 or more.
- Annualized Commissions will be deposited to your bank account on the second working day after a commission cut-off is completed.
- In consideration for receipt of Annualized Commissions under the Annualization 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 Annualized Commissions paid for that Annualized Policy.
- If first year commissions earned on an Annualized Policy are insufficient to offset Unearned Annualized Commissions for that Annualized Policy, the Company reserves the right to offset any Unearned Annualized Commissions from all first year and renewal commissions otherwise be payable to you.
- In the event an outstanding balance of Unearned Annualized Commissions exists despite (d) and (e) above, the Company reserves the right to seek repayment of that outstanding balance from you pursuant to the Contract.
- Any indebtedness incurred under this Addendum for which recovery cannot be made pursuant to (d), (e) or (f) 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.



Agent Contract Guarantee Agreement Form

Levinson & Associates, Inc. has agreed to guarantee the obligation(s) of the undersigned to repay loans, advances of commissions and/or overpayment of commissions made by various insurance companies to the undersigned. In the event at any time in the future Levinson & Associates, Inc. pays any of the aforesaid obligations; the undersigned agrees to reimburse Levinson & Associates, Inc. for the sums paid by Levinson & Associates, Inc. and further agrees that Levinson & Associates, Inc. shall have the right and is hereby authorized to charge any credit cards identified below as a non-exclusive method of receiving payment for said sums. The undersigned acknowledges that said sums may be charged at any time after Levinson & Associates, Inc. pays the obligation and acknowledges that payment by Levinson & Associates, Inc. may not be made for several years after the obligation is incurred by the undersigned. The undersigned hereby waives any statute of limitations with regard to sums owed by the undersigned to Levinson & Associates, Inc. and agrees that, in the event of nonpayment by the undersigned, Levinson & Associates, Inc. may report said obligation as unpaid to any credit bureau or reporting agency.

The undersigned agrees to immediately notify Levinson & Associates, Inc. in the event that any of the credit cards listed below are revoked, surrendered, terminated or credit is no longer available under said card. The undersigned further agrees to provide all updated information, including any replacement or expiration of said card. In the event that the undersigned contests any charge and the charge is deemed valid, the undersigned shall reimburse Levinson & Associates, Inc. for all costs and fees, including attorneys' fees, associated with such contest.

Because this authorization relates to an on-going guarantee of commercial obligations, the undersigned agrees that this authorization shall be irrevocable.

Date _____

Signature _____

Printed Name _____

AUTHORIZATION TO CHARGE SUMS TO CREDIT CARD Please initial one of the following:

☐

I do not require commission loan advancement, and therefore am not providing credit card information below. I understand, however, that I am required to reimburse Levinson & Associates, Inc. for any sums paid as guarantee for obligations as detailed above.

☐

I request commission loan advancement, and am providing two (2) credit card numbers below.

Card One (Required) ☐ VISA ☐ MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Page 2 of 2

Billing Address: _____

Cardholder Signature: _____

Card Two (Required) ☐ VISA ☐ MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Billing Address: _____

Cardholder Signature: _____