



PLEASE PRINT OR TYPE CLEARLY

A. General Information

1. Name (as appears on license and contract) _____
2. Social Security Number _____ 3. Business Phone _____
4. In what name should agent contract be issued? _____
5. Current residence _____
- Street (P O Box unacceptable) _____ City _____ State _____ Zip _____ County (how long?) _____

Residence Address for Previous Five Years

Date From	Date To	Street Address	City	State	Zip Code

6. Business address _____
- Street/P O Box _____ City _____ State _____ Zip _____
7. Residence Phone _____ Cell Phone _____ Fax _____ E-mail _____
8. Preferred earned commission frequency: (please select one) ☐daily ☐weekly ☐semimonthly ☐monthly
9. Preferred method of communication: (please select one) ☐e-mail ☐fax ☐mail
10. Date of Birth _____ Marital Status _____ Spouse's Name _____

B. Licensing Information (Please attach copies of licenses for state(s) where you wish to be appointed with NWL®)

Presently Licensed? ☐Yes ☐No If licensed, license type ☐Individual ☐Agency ☐Corporate ☐Life ☐Accident & Health

State(s) where appointment with National Western Life (NWL®) is being requested _____

Primary Markets _____ Years in Insurance sales _____ List insurance company appointments held for the last five years _____

C. Agent's Statements

For questions 1-8, if your answer is "yes" to any of the questions, please write details on a separate sheet of paper and attach it to this application.

1. Are you currently employed by or associated with a financial institution? ☐Yes ☐No
2. Have you ever plead nolo contendere (no contest) or been found guilty of a felony? ☐Yes ☐No
3. Have you ever plead nolo contendere (no contest) or been found guilty of a misdemeanor other than a traffic violation? ☐Yes ☐No
4. Are you now, or have you ever been, party to a legal hearing (including lawsuits initiated by private or government parties) related to your activities in the Insurance Industry? ☐Yes ☐No
5. Are you now, or have you ever been, under sanction in any manner, or a party to an insurance department or regulatory agency hearing relating to your activities in the insurance industry? ☐Yes ☐No
6. Are you indebted to any insurance company, or does any insurance company claim you owe them a debt? ☐Yes ☐No
7. Are you now, or have you ever been, a party to the misappropriation of money, funds, premiums, or other property? ☐Yes ☐No
8. Are you now, or have you ever been, a party to a legal settlement of a dispute involving a client or company for which you worked? ☐Yes ☐No
9. **Is new business being submitted to NWL® with this contract?** ☐Yes ☐No
- If so, on what date was the application written?** _____
10. Do you authorize NWL® to provide your name and contact information to other NWL® agents, customers, and/or potential NWL® customers seeking an NWL® agent in their area? ☐Yes ☐No

I hereby represent and warrant to NWL® that the execution by me of an agency contract with NWL® will in no manner breach or violate any existing contractual relationship between me and any other party or entity. Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. I understand that commission reports and taxable earnings reports via IRS Forms 1099 Misc. are posted on the agent website. I understand that no paper copies of the commission reports will be mailed to me.

I hereby authorize any individual or company to give NWL®, or its authorized representative, any and all information with reference to my character, credit, business reputation, criminal records, employment history including information whether or not among their records (collectively "My Information"), and I release said individual or company from any and all liability whatsoever which results, or might result, from the disclosure of My Information. I hereby authorize NWL® to disclose at its sole discretion My Information to any of its agents that have a need for such information. A photocopy of this Authorization shall be as effective as the original.

For California*, Minnesota, and Oklahoma Applicants Only: A consumer credit report will be obtained through Business Information Group, Inc., P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. By marking Yes or No below, I have indicated whether I would like a copy.

Yes _____ No _____

If an **investigative consumer report** is processed, I understand that I am entitled to receive a copy. By marking Yes or No below, I have indicated whether I would like a copy.

Yes _____ No _____

***California Applicants:** If you chose to receive a copy of the consumer report, we will send it to you within three (3) days of us receiving a copy of the consumer report and, if you elected to receive a copy of the investigative report, you will receive it within seven (7) days of our receipt of the report.

You can review the privacy policies and practices of the investigating consumer reporting agencies that provide reports to National Western Life before your background investigations take place. The web addresses where the privacy policies can be viewed are shown below:

<http://www.bigreport.com/Subpage.aspx?channelID=14>
<http://www.experian.com/privacy/index.html>
<http://www.transunion.com/corporate/privacyPolicy.page>
<http://www.geninfo.com/privacy.asp>

Signed ★ _____ **Date** _____

D. Anti-Money Laundering Certification of Compliance

I certify that I have completed National Western's anti-money laundering training regarding U.S. anti-money laundering laws and the responsibilities that agents have in detecting and preventing money laundering. I understand my responsibilities as an agent of National Western under the Anti-Money Laundering Compliance Program and will comply with the requirements of this program.

Signed ★ _____ **Date** _____

Other Anti-Money Laundering training courses are not acceptable in lieu of the Company-Specific AML training to which you certified above.

In addition, upon approval of your agent contract, you will be automatically enrolled in AML training with LIMRA.

If you've never taken AML training with LIMRA or it has been more than 2 years since you've taken a course, you must complete LIMRA AML training within 30 days after approval of your agent contract. Instructions for completing the training through LIMRA will be available to you on the agent website upon approval of your agent contract.

PLEASE PRINT OR TYPE CLEARLY**E. Agency Appointment** (Please complete this section only if you wish to be appointed and contracted as an Agency.)

Agency Name _____

Please select one: ☐ Partnership ☐ Sole-proprietorship ☐ Corporation

Tax identification number (or employer ID number assigned to your Agency by the IRS) _____

Agency Principals

Name	Date of Birth	Title	Social Security Number
		President	
		Vice President	
		Treasurer	
		Secretary	

F. Recruiting Agent's Statement

I, the undersigned, do certify that I am personally familiar with the integrity and character of _____, that her/his reputation is good, and that she/he is trustworthy. To the best of my knowledge, all statements contained in the Agent Data form are true and correct. This agent is qualified to act as an insurance agent of National Western Life before the general public.

Signed★ _____ Date _____
Name printed or typed / Agent #

National Western Life is pleased to offer you the convenience of electronic funds transfers (EFT) for your commission payments. Commissions payable to you can be automatically deposited to your bank or savings account.

To arrange for this service, please complete and return the information requested on the second page of this notice. Your commissions will begin to be automatically transferred to the designated bank/savings account after a pre-note testing period of 7 banking days.

Be sure to attach to the notice a voided check from your checking account (or a deposit slip from your savings account) before you return the notice to us. The information should be sent to:

National Western Life Commission Department
850 East Anderson Lane
Austin, TX 78752-1602
Fax (512) 719-8506

Answers to Common Questions

1. *How long does it take for EFT commissions to begin once I return the completed form to NWL®?*
Answer: A pre-note testing period is required. This usually lasts only a day or two. Commissions payable to you after the pre-note testing will be transmitted electronically.
2. *When will my bank receive my deposit?*
Answer: On the 3rd NWL® working day following the last premium entry day for the pay cycle. If your premium entry cut-off day falls on the 15th, commissions payable to you would be deposited into your bank/savings account by the 18th, or within 3 NWL® work days following the 15th. The only exceptions are bank holidays. Funds cannot be transmitted or deposited on bank holidays.
3. *Can National Western deduct funds from my bank/savings account?*
Answer: No.
4. *When and how can I find out the amount of the deposit?*
Answer: Commission information is available every afternoon after 3 p.m. Central Standard Time via the Agent's website at www.nationalwesternlife.com. You may also wish to phone your bank or savings and loan to confirm that an ACH deposit was made to your account and to confirm when the funds will be available for your use.
5. *Will my commission statements continue to be provided to me?*
Answer: Yes, commission statements will be available on the Agent's website at www.nationalwesternlife.com by 3 p.m. Central Standard Time on the same day that they are calculated.
6. *What do I do when I change banks or need to change my bank account information?*
Answer: Send the Commission Department a new EFT Information Form and attach a voided check for the new account.

Other questions? Please contact us at 1 (800) 760-3434 Ext. 210, 343, 381, and 203.

AGENCY FAX (512) 719-8506

I hereby authorize National Western Life Insurance Company[®] (NWL[®]) to electronically deposit into my checking/savings account all commission payments that are payable to me. I authorize NWL[®] to electronically deduct from my checking/savings account, as a correcting adjustment, any deposits it may electronically transmit to my checking/savings account in error. This authority remains in force until NWL[®] receives written notice from me terminating this service or notice from me changing the account information for this service.

I agree to provide written notice to NWL[®] of any bank/savings account information changes prior to their effective date so that NWL[®] can act on them before the next commission payment is due me. I understand that NWL[®] is not responsible for any payments made prior to its receipt of written change notice.

Please print or type legibly:

I am requesting: ☐ EFT for the first time ☐ a change in my existing EFT instructions.

NWL[®] Agent Commission Account Number _____

Agent Name _____

I have a(n) ☐ Checking Account ☐ Savings Account ☐ Investment Account

Name(s) on my Bank/Savings Account _____

Account Number _____

Financial Institution Information:

Name of Institution	Address	City	State	Telephone Number	EFT Routing Number
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Agent's Signature _____

Date _____

PLEASE ATTACH YOUR VOIDED CHECK HERE

(Concerned about mailing a voided check? Cut off your signature line as an added precaution.)

Anti-Money Laundering Training For Agents

I. INTRODUCTION

The United States imposes anti-money laundering restrictions to protect the integrity of the U.S. financial sector and to prevent criminals and terrorists from abusing the U.S. financial system for their illicit activities.

II. MONEY LAUNDERING AND TERRORIST FINANCING DEFINED

According to the U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN), money laundering "involves disguising financial assets so they can be used without detection of the illegal activity that produced them. Through money laundering, the criminal transforms the monetary proceeds derived from criminal activity into funds with an apparently legal source." In short, illegally-obtained funds are filtered through a series of transactions that cause the money to appear legitimate—in other words, it is the process by which "dirty" money is "cleaned" or "laundered."

There are three steps to money laundering:

1. Placement – Illegally-derived funds are placed into the stream of commerce.
2. Layering – A transaction occurs to disguise the true source of the funds.
3. Integration – The money is repatriated into the economy in its disguised form.

Terrorist financing involves using money that can be obtained lawfully or unlawfully to fund illegal activities. Because terrorists can engage in money laundering to fund their illicit activities, U.S. anti-money laundering laws and regulations also are designed to disrupt and prevent terrorism-related money laundering activities.

III. NATIONAL WESTERN'S RESPONSIBILITIES

Insurance companies are required by federal law to "develop and implement a written anti-money laundering program applicable to its covered products that is reasonably designed to prevent the insurance company from being used to facilitate money laundering or the financing of terrorist activities."

The law also sets out minimum requirements for such a program; the program must (1) "incorporate policies, procedures, and internal controls based upon the insurance company's assessment of the money laundering and terrorist financing risks associated with its covered products," which includes, among other things, "integrating the company's insurance agents and insurance brokers into its anti-money laundering program, and obtaining all relevant customer-related information necessary for an effective anti-money laundering program"; (2) "designate a compliance officer" who will be responsible for the program; (3) "provide for ongoing training of appropriate persons concerning their responsibilities under the program"; and (4) "provide for independent testing to monitor and maintain an adequate program, including testing to determine compliance of the company's insurance agents and insurance brokers with their obligations under the program."

Federal law also requires that insurance companies file "a report of any suspicious transaction" that meets certain designated criteria and that the company "establish and implement policies and procedures reasonably designed to obtain customer-related information necessary to detect suspicious activity from all relevant sources, including from its insurance agents and insurance brokers." Insurance companies must report such suspicious transactions by completing a Suspicious Activity Report by Insurance Companies (SAR-IC).

These laws are not applicable to all insurance products; the U.S. Treasury Department has identified categories of “covered products” that presented sufficient money laundering risk to justify regulation. However, National Western has voluntarily decided to include all of its products in its anti-money laundering program.

National Western is committed to maintaining company-wide awareness of the importance of these laws and regulations and has developed an Anti-Money Laundering Compliance Plan, setting forth National Western’s internal rules and procedures designed to ensure full compliance with applicable U.S. anti-money laundering laws and regulations.

IV. RESPONSIBILITIES OF NATIONAL WESTERN’S INSURANCE AGENTS AND BROKERS

Due to the nature of its business, National Western engages in business dealings with its customers primarily through its domestic agents and international brokers (hereinafter, “agents”). Therefore, all agents are required to follow National Western’s policy and procedures with respect to compliance with all applicable U.S. anti-money laundering laws.

Agents must not engage in, or facilitate others engaging in, money laundering activities regardless of whether National Western’s products or services are involved.

In addition to the duties described in the Agent’s Procedure (Rules and Regulations) Manual, agents of National Western have the following responsibilities:

- Agents must ensure that, in the application and supporting documents, *all* questions are answered and *all* information requested is given. Agents should understand that incomplete applications will be returned immediately for completion, thereby resulting in processing delays.
- Agents must closely scrutinize all transactions involving “red flags,” which are specifically defined below. Notify National Western immediately if you detect any of these red flags so that the Company can determine whether a Suspicious Activity Report must be filed with the U.S. Department of the Treasury.
- Confidentiality: If a suspicious transaction is reported by National Western to the U.S. government pursuant to the requirements of federal law regarding Suspicious Activity Reports, **the Company and its agents are prohibited by law from disclosing to the customer, or any person involved in the suspicious transaction, that the transaction was reported.**
- Agents must give heightened scrutiny to the receipt of cash or cash equivalents in excess of \$10,000 for the sale of National Western’s products. For the purpose of reviewing transactions, the term “cash” includes U.S. and foreign coin or currency, while “cash equivalents” include cashier’s checks, bank drafts, traveler’s checks, and money orders that meet the definition of cash under the U.S. Internal Revenue Code (described more fully below). Agents must also comply with local law requirements (if the threshold amount for the review of cash transactions is lower under local law than under U.S. law, agents should use such lower amount as a trigger for heightened scrutiny).

Notice: The U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) maintains a List of Specially Designated Nationals and Blocked Persons (SDN List), which includes, among others, individuals and entities that have been designated as terrorists by the U.S. government for the purpose of economic sanctions laws and regulations (see <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>). As required by U.S. law, National Western will report to OFAC any policy applicant who is on the SDN List. Any premiums received will be blocked immediately.

Agents must also employ the following procedures under National Western's Anti-Money Laundering Compliance Plan:

A. VERIFICATION OF IDENTITY ("KNOW YOUR CUSTOMER")

National Western relies on its agents to verify the identity of its customers. Consequently, agents of National Western have several responsibilities with respect to customer identification.

Agents must identify customers on the basis of an official identifying document and record the identity of all customers when establishing business relations. Because no single form of identification can be guaranteed to be genuine, National Western's identification process will be cumulative, requiring agents to obtain enough information and documentation to assure the agent and National Western that the customer has been adequately identified.

Agents must, at a minimum, ensure that all information required in the policy application is complete and accurate and must obtain and record the following information about each customer as part of the application process:

- ✓ Full name
- ✓ Taxpayer identification number or a national identification card number
- ✓ Address
- ✓ Telephone number
- ✓ Occupation
- ✓ Date of birth

In order to verify the accuracy of the information provided by the customer, agents must:

- Visibly compare a photograph contained in a valid government-issued identification (driver's license, passport, military identification, or other government identification with a photograph of the customer) in an in-person meeting with the customer to confirm that the photograph is that of the customer.
- Compare the customer information on a government-issued identification document with information provided by the customer on the application form. If a government-issued identification does not contain all the information required, obtain other identification from the customer that, while not government-issued, can be used to confirm the identification provided by the customer (such as a utility bill with customer address, expired government identification with picture, or a senior citizen identification).

Agents must undertake reasonable efforts to obtain a copy of the identification document(s) used to verify the customer's identity. If an agent has no access to photocopying equipment, the agent must make a reasonable effort to obtain a copy of the identification document after the issuance of the National Western policy.

By submitting a life insurance, annuity, or Guaranteed Investment Contract (GIC) application to National Western, the agent attests that the customer information on each application is true and accurate based on the agent's verification of the applicant's identity in compliance with National Western's anti-money laundering procedures.

B. HIGH-RISK TRANSACTIONS

Agents should be aware of the “high-risk” transactions identified in National Western’s Anti-Money Laundering Compliance Plan.

“High-risk” transactions include:

1. Products and transactions identified by the Compliance Administrator and the National Western Compliance Officer as having increased money laundering risk, such as:
 - i. Revocation of life insurance policies within the “free look” period where the customer would receive a refund in excess of \$10,000;
 - ii. Full or partial surrender of life insurance policies after the “free look” period where the customer would receive a refund in excess of \$10,000.
 - iii. Revocation of life insurance or annuity applications after application but before policy issue in which the customer would receive a refund of more than \$10,000 (life) or \$100,000 (annuity).
2. Transactions that have one or more characteristics outlined below (“red flags”) for suspicious cash and non-cash transactions for which agents should be alert.

C. RED FLAGS

Listed below are certain “red flags” for suspicious cash and non-cash transactions for which agents should be alert. While none of these necessarily signifies that an individual is engaging in money laundering activity, any one of these red flags should be grounds for additional inquiry to protect the Company’s interests and to determine whether the transaction needs to be reported. Moreover, because this list is not exhaustive, employees and agents must be vigilant for other signs of suspicious activity. Notify National Western immediately if you detect any of these red flags so that the Company can determine whether a Suspicious Activity Report must be filed with the U.S. Department of the Treasury.

1. General

- Transactions and activities involving—directly or indirectly—the following:
 - a. policyholders, beneficiaries, or other individuals who are located in or who are citizens or residents of areas designated by the Secretary of Treasury as of “primary money laundering concern” or who are located in or who are citizens or residents of “High Risk and Non-Cooperative Jurisdictions” as designated by the Financial Action Task Force; these jurisdictions have been identified as having critical deficiencies in their anti-money laundering systems or as being unwilling to cooperate in anti-money laundering efforts. An updated list of these jurisdictions can be found at <http://www.fatf-gafi.org/topics/high-riskandnon-cooperativejurisdictions> or requested from National Western;
 - b. types of products, classes of transactions, or types of financial institutions designated by the U.S. government as a “primary money laundering concern”; and
 - c. policyholders, beneficiaries, or other individuals who are on the SDN List.
- Transactions that have unusual patterns, no apparent legitimate commercial or other lawful purpose, or that appear to be structured as multiple transactions in order to avoid the reporting requirements (including transactions of unusual size, frequency, or nature, such as one in which a

customer requests termination or cancellation within one year of inception of a single premium policy, especially when cash was tendered for the policy).

- Transactions that are inconsistent with the normal and expected transactions for a particular customer or for customers in the same or similar categories or classes, including transactions that are incompatible with the customer's normal activity or are beyond the customer's apparent financial means (e.g., a customer requests a single premium contract for a large sum).
- Requests for claim payments to a person other than the insured or the named beneficiary.
- A request from the customer that a transaction be processed in such a manner so as to avoid the normal documentation requirements.

2. Source and Character of Funds

- Money originates from bank accounts located in off-shore banking havens, such as the Cayman Islands, the Turks and Caicos Islands, the Channel Islands, Bermuda, and the Seychelles, or any of the countries or territories identified as High-Risk and Non-Cooperative Jurisdictions or as of primary money laundering concern.
- Monetary instruments from different branches or different institutions in amounts under \$10,000 on contemporaneous or closely related days.
- Money orders purchased in large quantities on contemporaneous or closely related days at different branches or different institutions.
- Cash in large quantities.

3. Annuities and Life Insurance

- Money is deposited beyond the premium value of the policy, and the money is subsequently removed in the form of loans, which are never repaid.
- Overpayment of premiums with a request to refund the excess to a third party or to a bank account in a different country.
- Assignment of a policy to an unidentified third party for which no plausible reason can be ascertained.
- A number of policies taken out by the same insured for low premiums, each purchased for cash and then canceled with instructions to return the premium to a third party.

4. Customers

- The customer is unwilling to provide, or unnecessarily delays providing, account opening information or information routinely provided by a policyholder.
- The customer appears to be acting as an agent for another person or entity but declines, evades, or is reluctant, without legitimate commercial reasons, to provide information about that person or entity.
- The customer manifests unusual concern about secrecy or asks for information about concealing information from government authorities.
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination of the product.

- The customer is the subject of a news article about an investigation or an inquiry from a regulatory or criminal investigative agency.
- The customer has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry.

D. REPORTING OF CASH TRANSACTIONS

Agents must follow the procedures described in this section to enable National Western to comply with the cash transaction reporting requirements under the U.S. Internal Revenue Code (IRC).

Agents must immediately notify National Western when they receive more than \$10,000 in cash in a single transaction or a series of related transactions for the sale of National Western products. Under the IRC, any entity engaged in a trade or business that receives more than \$10,000 in “cash” in one transaction, or in two or more “related transactions,” must file an information return (Internal Revenue Service (IRS) Form 8300). Note that under the IRC’s reporting requirements, the term “cash” means the following:

- (a) U.S. and foreign currency, and
- (b) cashier’s checks, bank drafts, traveler’s checks, or money orders with a face amount of less than \$10,000 if received in any transaction in which the recipient **knows** that the instrument is being used in an attempt to avoid the reporting requirements under the IRC or its accompanying regulations.

The term “related transactions” includes the following:

- (a) any transactions conducted between a customer and National Western or its agents in a twenty-four hour period, and
- (b) transactions conducted during a period of more than twenty-four hours if National Western or its agent has reason to know that each transaction is one of a series of connected transactions. For example, payment of a premium in cash over a period of days, weeks, or months for a single insurance product would be considered related transactions; a report would have to be filed when the aggregate total payment exceeded \$10,000 in “cash” even if no single payment were over \$10,000.

When National Western is required to file a Form 8300, agents must verify the identity of the customer from whom the cash was received:

1. For a non-U.S. citizen, agents must examine the customer’s passport, alien identification card (“green card”), or other official document evidencing nationality or residence.
2. For a U.S. citizen, agents must examine a document normally acceptable as means of identification (e.g., a driver’s license).
3. Agents of National Western must also identify the principal if the agent knows, or has reason to know, that the customer conducting the cash transaction is serving as another person’s agent.

The reporting requirement encompasses cash received by National Western’s agents outside the United States; thus, National Western would have to report the receipt of cash exceeding \$10,000 in value in one transaction or in two or more related transactions by an agent in any country for the purchase of a National Western product.

If an agent intends to physically transport or mail to the United States a check issued by National Western or another U.S. entity and made payable to the agent for the amount of the commission, the agent must endorse the check with a restrictive endorsement (e.g., “Pay to National Western Life Insurance Company”) before mailing or transporting the check.

E. TRAINING AND CERTIFICATION OF COMPLIANCE

By accepting the role of an agent for National Western, each agent accepts duties and responsibilities to comply fully with National Western’s anti-money laundering policy and procedures.

All agents will receive training describing the Company’s anti-money laundering policy and compliance procedures with respect to its agents.

Each agent must execute the Certification of Compliance as part of the new agent appointment process. The Certification of Compliance is located in the Agent Data Sheets for both domestic and international agents and can also be accessed via National Western’s online training course.

V. DISCIPLINARY ACTION

National Western may impose disciplinary measures against its agents for actions not in compliance with National Western’s anti-money laundering policy and procedures, including but not limited to **verbal warning, termination, and notification of law enforcement authorities.**

Whether to impose any or a combination of such disciplinary actions is within National Western’s sole discretion, and the Anti-Money Laundering Compliance Plan does not create any rights for any agent. National Western will enforce the compliance program in a consistent manner, imposing appropriate disciplinary action and taking into account any mitigating or aggravating circumstances.

VI. CONCLUSION

National Western and its agents share an important responsibility to comply with the Company’s Anti-Money Laundering Compliance Plan and all applicable anti-money laundering laws. Violation of federal anti-money laundering laws can expose those responsible to substantial civil and criminal penalties, including—but not limited to—fines and imprisonment. If an agent suspects that a customer may be using National Western’s products for money laundering activities, the agent must inform the Company immediately before taking any further action.

Any reporting required of agents under this program may be made to the Compliance Administrator in writing via email at AMLReporting@nationalwesternlife.com or via fax (512-719-8503).

Please direct any questions that you may have concerning this training material to National Western’s Marketing Departments (domestic: 800-760-3434 x286; international: 512-719-2437).

Note: Please sign the Certification of Compliance in the Agent Data Sheet.

This contract effective this _____ day of _____, _____, is by and between NATIONAL WESTERN LIFE INSURANCE COMPANY, Austin, Texas and _____, Agent. In this contract the Agent will be referred to as "you" or "your" and National Western Life Insurance Company will be referred to as "NWL," "us," "we," or "our." It is agreed by the parties as follows:

1. **PRIOR CONTRACT.** The execution of this contract terminates and renders void all prior agency contracts for life insurance (not annuities) made between you and us, except that it shall not be construed to affect or impair (a) any claim by you against us for compensation provided for in such contracts on business heretofore written and (b) any debts, claims or liens of any kind, whether for money or otherwise, by us against you under any such contract.
2. **INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing in this contract shall be construed to create the relationship of principal and agent or master and servant or employer and employee.
3. **APPOINTMENT.** We appoint you personally, and through your agents, if any, to procure applications for life insurance as are issued by us subject to our Ratebook and our Rules and Regulations. You and your agents, if any, agree to abide by our Rules and Regulations now or hereinafter in force, which Rules and Regulations shall constitute a part of this contract.
4. **AGENTS.** Your agents may include: (a) agents and brokers assigned to you by us and (b) agents and brokers appointed by you and subject to the terms of this contract, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must execute a written contract directly with us, and such contract shall be effective only when also executed by us. You have no authority to modify or amend any part of such contract. Although we may be required to appoint a person on our behalf in a particular state, such appointment shall not affect the fact that he/she is actually your agent.

We reserve the following rights at our discretion without liability to you: (a) to refuse to contract with any proposed agent and (b) to terminate the contract of any of your agents with or without cause.

5. **TERRITORY.** You are authorized to do business under the conditions of this contract in any territory in which we are authorized to do business provided you are properly licensed in such territory. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any territory at our discretion without liability to you.
6. **AUTHORITY.** Your right, power, or authority on our behalf shall exist only as expressly stated in this contract. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein.

You agree that you and your agents, if any, are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge contracts; (c) waive forfeitures; (d) quote rates other than those as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; (h) deliver any policy more than thirty (30) days after issuance by us; or (i) deliver any policy unless the applicant is in the health described in the application and in good health.

Further, you agree that you and your agents, if any, shall not: (j) violate the insurance laws of any state in which you may be soliciting applications for insurance; (k) withhold any of our, the policyholder's, prospective policyholder's or applicant's monies or property; (l) rebate or offer to rebate all or any part of a premium on our insurance policies or annuities; (m) induce or attempt to induce any of our policyholders to discontinue payment of premiums or to relinquish any insurance policy or annuity; (n) induce or attempt to induce any of our agents or brokers to leave our service; (o) perpetrate any fraud against us, our policyholders, prospective policyholders or applicants; or (p) violate our Rules and Regulations that are incorporated herein. In the event unauthorized act (j), (k), (l), (m), (n), (o), or (p) shall occur, whether before or after termination of this contract, our obligation to pay commissions and any other compensation under this contract and any other contract with you shall cease and terminate immediately, it being agreed that our actual damages resulting from such violations will be difficult to calculate or measure.

- 7. MONIES AND SECURITIES.** All monies or securities collected, received, or which otherwise come into your control or the control of any agent that may exist under you, which belong to us, our policyholders, prospective policyholders, or applicants shall be securely held in trust, and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies or securities intended for or owing to us, our policyholders, prospective policyholders, or applicants that are collected, received, or otherwise come into your control or the control of any agents that may exist under you.
- 8. COMMISSIONS.** You shall be paid commissions on premiums paid to and received by us, as set out in the Schedule of Commission of the contract level in which you are being appointed at which forms a part of this contract. The Company may, at any time, terminate or amend any Schedule of Commission, or issue a new Schedule of Commission. Any new or amended Schedule of Commission will be subject to the terms and conditions of this contract, and will apply only to policies for which applications are written on or after the effective date of said new or amended Schedule of Commission. The Company will make available to you any new or amended Schedule of Commission by posting it on your agent website.

Your commissions shall be reduced by the amount of any commissions to third parties and their executors, administrators, and estates. Commissions shall be payable hereunder only in accordance with our Rules and Regulations and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of policy options. Commissions that become payable shall be paid by you, your executors, administrators, or assigns; however, neither this contract nor any benefits to accrue hereunder shall be assigned nor transferred, either in whole or in part, without our written consent.

If any agents exist under your control, the following provisions apply: (1) Your commissions shall be reduced by the amount of any commissions to which your agents are entitled whether we pay such commissions to the agents or to third parties; (2) we agree to pay to you the commissions that your agents would have received from us under their contracts except for their failure to satisfy the terms of their contracts; (3) in no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the vesting provisions of their contracts.

- 9. JOINT COMMISSIONS.** In case any agent or any other person acting for us shall secure an application for insurance jointly with you, the credit for such business shall be equally divided (unless otherwise shown on the application) among those whose names appear on the application, and you shall be paid commissions on your share of the business only.
- 10. DISPUTED COMMISSIONS.** In all cases where your claim to commissions is disputed for any reason, we shall have the right to decide and settle the dispute, and our decision shall be binding and conclusive.
- 11. FIRST YEAR AND RENEWAL COMMISSIONS.** First year and renewal commissions are subject to the following modifications: (a) no commissions shall be paid on premiums for short term insurance or flat extra premiums (substandard); (b) first year commissions on policies with a face amount less than \$2,500 will be reduced by five percent (5%), except where the annualized premiums exceed \$120; (c) commissions shall not be paid on policies reinstated unless such reinstatement was accomplished by you; (d) (i) commissions on policy forms or riders not shown in the "Schedule of Commission," (ii) commissions for conversion of term policies or changes from one form of insurance to another (whether issued originally by this or a prior or predecessor company), or (iii) commissions for the rewriting or replacement of policies (whether issued originally by this or a prior or predecessor company), are not covered by this contract but may be quoted upon request to us and may be changed from time to time or eliminated by us in our sole discretion; and (e) if a policy is reinsured, we may modify the rate of first year and renewal commissions and the period for which renewals will be paid.
- 12. STATEMENT OF ACCOUNT.** We will make available to you a copy of your commission account once a month by posting it on your agent website, provided that transactions occur in your account during the month. Unless you notify us in writing within sixty (60) days of the issue date of each statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.
- 13. TERMINATION.** Either party may terminate this contract by giving the other party fifteen (15) days' written notice, or as many days as state law may require if greater, to such party's last known address. This contract shall terminate immediately in the event of (a) your death, (b) your becoming totally or permanently disabled (as determined by us), (c) your breach of any provision of this contract, or (d) our withdrawal from the territories where you are licensed. Such termination shall not impair your right to receive commissions on policies

previously procured except as provided in this contract. After termination of this contract, all debts hereunder are due and payable immediately without further notice or demand.

In addition, if we terminate this contract because of your breach of any provision of this contract, such termination may be a termination for cause.

- 14. COMMISSIONS AFTER TERMINATION.** After termination of this contract you shall not be entitled to receive commissions hereunder unless all debts are fully repaid to us by you as indicated in your commission schedule.
- 15. RESERVATIONS.** We reserve the following rights at our discretion without liability to you: (a) to change commissions on any policy form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any policy forms, (c) to change our premium rates, (d) to reject applications for insurance without specifying cause, and (e) to adopt rules and practices from time to time relating to any matter not otherwise covered in this contract.
- 16. ADVERTISING.** You and any agents that may exist under you, shall not issue or authorize any advertisement, circular, news release or other communications using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.
- 17. LEGAL ACTION AND INDEMNITY.** You agree to defend, indemnify, and hold harmless NWL[®], its directors, employees, officers, shareholders, parents, subsidiaries, affiliated companies, predecessors, successors, assigns, agents, servants, and all others associated with its interests (collectively referred to in this paragraph as "COMPANY"), for any claim, lawsuit, regulatory, administrative, or legal action or proceeding brought against COMPANY arising from or relating to your activity or status as an agent for NWL[®]. You agree that your defense obligation under this paragraph includes your agreement to pay for all expenses of any regulatory, administrative, or legal action, or any combination thereof, initiated by or against us and arising from or relating to your status as an agent for NWL[®]. **YOU AGREE THAT YOUR DUTY TO DEFEND AND INDEMNIFY COMPANY IS WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, IN WHOLE OR IN PART, PREEXISTING CONDITIONS, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, BREACH OF WARRANTY (EXPRESSOR IMPLIED), ANY THEORY OF TORT, ANY THEORY OF BREACH OF CONTRACT, ANY THEORY OF DECEPTIVE TRADE PRACTICES, ANY AGENCY THEORY, OR ANY THEORY OF NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF COMPANY AND/OR YOUR NEGLIGENCE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MALICE RELATING TO YOUR ACTIVITY OR STATUS AS AN AGENT FOR NWL[®].** You further agree that all expenses of COMPANY'S defense will be borne by you, but that COMPANY will have the right to choose its own counsel and direct its own defense at your expense. You agree not to institute any regulatory, administrative, or legal proceeding on our behalf without our written approval. You further agree that this defense and indemnity agreement complies with Texas law, and that you will never contend that this agreement does not satisfy Texas law concerning indemnity agreements. You further agree that this defense and indemnity agreement shall be construed under the laws of the state of Texas. Notwithstanding anything to the contrary in this paragraph, COMPANY shall not demand from you any amount that may be recovered against COMPANY in any action, and any attorney's fees and other expenses that may have been paid by COMPANY therein, in any case where COMPANY determines you were not at fault and should not be held responsible.
- 18. FUNDS AND SUPPLIES.** All books, documents, vouchers, receipts, lists, notices, or other papers of any kind, whether hard copy or electronic, that were used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us or destroyed by you at your expense at termination of this contract with the exception of all uncollected premium receipts and undelivered policies sent to you for delivery and collection which shall be promptly returned to us.
- 19. REIMBURSEMENT.** You agree to pay directly or reimburse us for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by this contract, (b) all charges provided in our Rules and Regulations, including charges for not taken policies, for applications not completed, for policies reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure your fidelity and faithful performance under this contract, if such bond is requested by us.

20. ADVANCEMENTS, COMMISSIONS FORFEITURE, AND DEBTS. Any sums that may be advanced to you or your agents, if any, by reason of our practice to advance future commission earnings or for any other reason may become a debt from you to us, due and payable on demand. You shall also be liable for any claims we may have against you or your agents, or both, and such claims shall be considered a debt payable on demand. All debts shall bear interest at the highest rate permitted by law. We shall have a first lien on all compensation payable hereunder or any supplement or amendment hereto for any debt due us from you, and we may at any time deduct from any monies due you under this contract, or from any other source, any debts due from you to us. In the event we shall, either during the continuance of this agreement or after its termination, refund premiums under any policy for any reason, you shall forfeit all right to compensation on said policy and immediately repay us on demand the amount of commissions received on the premiums so refunded. You agree to pay any collection fees that we may incur in collecting all debts to you from us, including reasonable attorney's fees and court costs.

21. NON-WAIVER. Forbearance or negligence by us to insist upon compliance by you with the terms and provisions in this contract shall not be construed as or constitute a waiver thereof.

22. CONSTRUCTIONS, MODIFICATION, AND VENUE. This contract shall be governed by and construed in accordance with the laws of the state of Texas. All parties agree that any possible ambiguity found in the terms, provisions, and/or construction of this contract shall not be construed against the drafter of this contract. All agreements between the parties are contained in this contract, and no modification of this contract shall be binding on either party unless made in writing in accordance with our policy. Any suit arising out of this contract shall be instituted in Travis County, Texas, and tried under Texas law. Unless otherwise provided, all matters to be performed under this contract shall be performed at our offices in Austin, Texas. Any amount due to either party under this contract shall be payable at our offices in Austin, Texas.

23. SEVERABILITY AND SURVIVAL. In the event that any court of competent jurisdiction shall hold any provision or clause of this contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The terms and provisions of Sections 7, 14, 17, 20, 21, 22, and 23 shall survive the termination or expiration of this Contract.

You are being appointed at contract level _____. The corresponding Schedule of Commissions should be submitted with this contract, and must be provided by the recruiting agent to the agent being recruited.

EXECUTED as of the date first written above.

Acknowledged, Accepted, and Agreed to By:

*

AGENT SIGNATURE

If signing on behalf of a corporation or partnership, please type or print the name of the entity and your title:

CORPORATION NAME PRINTED
(If applicable)

TITLE

*

RECRUITING AGENT SIGNATURE

RECRUITING AGENT NAME PRINTED

NWL AGENT NUMBER

NATIONAL WESTERN LIFE INSURANCE COMPANY



***CORPORATE AGENCY
GUARANTY AGREEMENT***

In order to induce NATIONAL WESTERN LIFE INSURANCE COMPANY® ("NWL®") to enter into the preceding agent contract ("Contract") by and between NWL® and _____ (the Corporation), the undersigned Guarantor hereby personally and unconditionally guarantees the performance of all terms, covenants, agreements, understandings, and obligations assumed by the Corporation in the Contract, including but not limited to the payment of any sums of money due thereunder for any reason whatsoever.

This is a continuing guarantee, and applies to any amendment, modification, or acceleration of the Contract. The Guarantor waives notice of default by the Corporation, and agrees that NWL® need not pursue or exhaust any other remedies prior to invoking the benefits of the guaranty contained herein. This agreement shall remain in force notwithstanding the institution of any action by the Corporation under the U. S. Bankruptcy Code, any state bankruptcy laws, or any reorganization or insolvency of the Corporation.

The terms of this guaranty are performable in Austin, Travis County, Texas.

This guaranty agreement is executed by the Guarantor this _____ day of _____.

★ _____
Guarantor (Individual's signature)

★ _____
Signature of Witness

Printed or Typed Name of Witness

Address of Witness (Street or Box, City, State, and Zip Code)



COMMISSION PAYMENT REQUEST

To Be Completed By Agent

Type of Payment Desired

☐ Payment on an As-earned Basis

☐ monthly ☐ semimonthly ☐ weekly ☐ daily

☐ Advance Financing

Advance Agreement (SA-8008) attached.

Maximum per application \$ _____

Maximum per week \$ _____

☐ Increase weekly maximum by reserve X 50%

Desired Advance Rate: ☐ Max ☐ 60% ☐ 50%

☐ Frozen Balance Payment System

☐ Other _____

Agent's Name _____
(Please Print)

Agent's Acct. No. _____

Agent's Signature

Date

General Agent's Signature

Date

To Be Completed By Home Office Only

Pay Code _____ Minimum Check \$ _____

☐ As-Earned Commission

Frequency ☐ monthly ☐ semimonthly ☐ weekly ☐ daily

☐ Computer Advance Rule _____

Maximum per app \$ _____

Maximum per week \$ _____

☐ Increase by 50% of reserve

Maximum Balance \$ _____

☐ Freeze Account Balance at

\$ _____ less payback of _____ % or \$ _____

☐ Change Frozen Balance from \$ _____

To \$ _____ and/or payback to _____ % or \$ _____

Comments _____

Approved/Date

Processed/Date



ADVANCE AGREEMENT

This agreement, made this _____ day of _____, is by and between _____, Second Party and NATIONAL WESTERN LIFE INSURANCE COMPANY. In this agreement the Second Party will be referred to as "you" and "yours" and National Western Life Insurance Company will be "us," "we" or "our".

WHEREAS, you desire us to make advances of commissions to be earned under that certain contract dated _____ or any subsequent agency contract between you and us ("the Contract").

NOW, THEREFORE, it is agreed by the parties as follows:

1. We agree to make advances of commissions to be earned under said Contract under circumstances to be determined in our sole discretion. Such advances may be discontinued by us at any time. You hereby represent to us that such advances are solely for business purposes.
2. You agree to pay on demand to us at 850 East Anderson Lane, Austin, Texas 78752-1602, the unpaid balance of the amount financed hereunder with interest, compounded annually, at the rate of ten percent (10%) per annum. Interest is payable monthly and shall be due and payable at the end of each calendar month. Past due principal and interest shall bear interest at the highest rate permitted by law.
3. All agreements between the parties hereto are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to us for the use, forbearance, or detention of the money to be loaned hereunder exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances we should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest.
4. As collateral security for repayment of the amount financed hereunder, you hereby assign, transfer and set over unto us, all of your right, claim and demand to any and all compensation which may now be due or hereafter become due to you under said Contract or any other contracts between you and us.
5. The amount financed hereunder will be charged to your account and all compensation earned by you but not released will be posted to such account as payments. All such compensation earned by you will be applied to your account in the following manner: (1) interest due and payable hereunder, (2) the amount financed hereunder and (3) any other indebtedness then owing by you to us. At our discretion we may release such compensation as earned.
6. Upon termination of said Contract, the unpaid balance of the amount financed hereunder with interest at the rate set forth herein from the date of each such advance shall be immediately due and payable to us by you without demand or notice and shall constitute charges against you in our favor with respect to such compensation. If this agreement is placed with an attorney for collection or if suit be commenced or other proceedings taken to enforce payment, you agree to pay reasonable attorney's fees and court costs.
7. This agreement shall be subject to all the terms, covenants, and conditions contained in said Contract (except for those which may be in conflict).

EXECUTED as of the date first written above.

SECOND PARTY

NATIONAL WESTERN LIFE INSURANCE COMPANY

X

NATIONAL WESTERN LIFE INSURANCE COMPANY
850 EAST ANDERSON LANE • AUSTIN, TEXAS 78752-1602



Agent Contract Guarantee Agreement Form

Levinson & Associates, Inc. has agreed to guarantee the obligation(s) of the undersigned to repay loans, advances or 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 such 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. If a debit is created for any reason, the undersigned will immediately be removed from annualization with all contracted carriers until the debit is 100% cleared.

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 the Card _____

Billing Address: _____ Zip Code: _____

Card Holder Signature: _____

Card Two (Required) _____ Visa _____ MasterCard

Card Number _____ Security Code _____

Expiration Date: _____ Name on the Card _____

Billing Address: _____ Zip Code: _____

Card Holder Signature: _____

In order to validate the credit card information provided to Levinson & Associates, Inc., Levinson will temporarily withdraw the sum of \$5.00 from the aforementioned account. The purpose of such transaction is to verify the credit card has not expired and is operative. Once the transaction is deemed successful, the funds withdrawn (\$5.00), will be reinstated immediately and will not affect the cardholder.