

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Agent/Agency Name: \_\_\_\_\_

Writing Number: \_\_\_\_\_

Commission Level: \_\_\_\_\_

Recruiting Agent/Codes: \_\_\_\_\_

Annualization: \_\_\_\_ Yes \_\_\_\_ No

Appointment(s) Requested: \_\_\_\_\_

Are New Business Applications Included In This Package? \_\_\_\_ Yes \_\_\_\_ No

Name(s) of Proposed Insured: \_\_\_\_\_

**STOP! All Contracts Must Be Sent To Your Upline For Submission**

**Please list all members of this agent/agency's hierarchy**  
(All Agents/Agencies receiving overrides **MUST BE LISTED** BELOW!!)

**Agent/Agency Name**

**Agent/Agency Code**


Contact Info for Questions Regarding this Paperwork:  
Contact Info for Questions Regarding this Paperwork:

\_\_\_\_\_



Applying as: ☐ an Individual ☐ a Business Entity ☐ Licensed-Only Producer

**I. Personal Information:** If business entity, list principal information here. Enter full legal name as it appears on your insurance license.

☐ Mr. ☐ Ms. ☐ Mrs.

First Name	Middle Name	Last Name	Suffix
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Date of Birth (mm/dd/yyyy)	Social Security # (xxx-xx-xxxx)
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**II. Business Entity Information:** Required if agreement and commission payments will be in the name of the entity.

Entity must be licensed in states where an entity license is issued and required.

Entity Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

**III. Address & Contact Information:** Note: Most correspondence is sent via email. This includes appointment status, product and policy information, commission rates, etc. An email address is a requirement for appointment.

Email Address: \_\_\_\_\_

HOME ADDRESS (of individual applicant or principal of business entity):

Street	Street Line 2 (if necessary)	City	State	Zip
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Home Phone Number	Cell Number*
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\* National Life Group utilizes multi-factor authentication to protect your customer data. Your mobile number will allow the first opportunity and most secure method for authenticating your access to the National Life Group agent portal. Standard text messaging rates may apply.

BUSINESS MAILING ADDRESS:

Street	Street Line 2 (if necessary)	City	State	Zip
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BUSINESS PHYSICAL ADDRESS (if different than above):

Street	Street Line 2 (if necessary)	City	State	Zip
--------	------------------------------	------	-------	-----

Business Phone Number	Business Fax Number
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**Communication Preference** - If correspondence is mailed, please indicate which address should be utilized:

☐ Home Address ☐ Business Mailing Address

**IV. State License Information:**

Your state license will be confirmed by ordering a producer database report using the social security number or tax id provided herein. State regulation requires you hold a license before performing any insurance transactions.

Have you ever been FINRA licensed? ☐ Yes ☐ No

Broker/Dealer Name: \_\_\_\_\_ CRD#: \_\_\_\_\_

Agent Use Only - Not For Use With the Public

**V. Commission Payments:** EFT payment is required in order to pay commissions. It may take up to two payment cycles to open or change an EFT agreement.

Name on Account: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_ City & State: \_\_\_\_\_

ABA/Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

I authorize any company within the National Life Group to deposit my commissions directly into the above account. I also authorize a debit to this account for any deposit they have made in error.

**VI. Recruiter Information:**

Recruiter Business or Individual Name: \_\_\_\_\_

Recruiter Phone: \_\_\_\_\_

**VII. Background Information:** If the answer to any of the following questions is "Yes", please attach an explanation and all relevant documentation – e.g. supporting documentation regarding any final order.

	YES	NO
a. Do you attest that you have lawful authorization to work in the United States?	<input type="radio"/>	<input type="radio"/>
b. Have you or any business in which you held an interest ever had your insurance license, securities license or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for noncompliance with continuing ed. or renewal fee requirements)	<input type="radio"/>	<input type="radio"/>
c. Have you ever had a complaint filed, a regulatory inquiry/investigation, an arbitration, or been sued by an insurance department, state securities office, attorney general or any other regulatory agency?	<input type="radio"/>	<input type="radio"/>
d. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?	<input type="radio"/>	<input type="radio"/>
e. Have you been charged with, pled guilty or no contest to, or been found guilty of any felony or of any misdemeanor, or, are you now under indictment? *If you were convicted of any felony involving dishonesty or breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).	<input type="radio"/>	<input type="radio"/>
f. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="radio"/>	<input type="radio"/>
g. Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production?	<input type="radio"/>	<input type="radio"/>

Explanation:

**VIII. Certification & Acknowledgement:**

I understand that this application will form a part of any Agreement with any of the companies within the National Life Group: National Life Insurance Company and Life Insurance Company of the Southwest; and the information provided herein is, to the best of my knowledge, an accurate statement of fact. I further understand that if any response given by me in this application is found to be incorrect or incomplete, it will be grounds for termination at the sole discretion of National Life Group.

I apply to the Bonding Company for a bond on my behalf as required by National Life Group. I also bind myself, my heirs, executors and administrators to indemnify and/or reimburse the Bonding Company for any and all loss incurred by it or for which, by reason of any act of mine, it may become liable. I agree that the Bonding Company may decline to become surety for me or cancel any bond which it may have issued, and that, except as specifically provided by law, it need not disclose to me the reasons therefore.

It is my responsibility to immediately notify in writing to National Life Group's contracting department if I am convicted of or plead guilty or no contest to any felony at any time. If appointed as a Registered Representative, I acknowledge that it will be my responsibility to send National Life Group timely written notification of any disciplinary action brought against me or my Broker Dealer.

I acknowledge and agree that National Life Group may provide my producer data to a third party E&O Administrator or AML provider contracted for the purpose of maintaining such records.

**IX. Authorization to Conduct Background Investigation:**

I understand that investigation background inquiries may be made on me including, but not limited to, a review of consumer credit, court records, employment and insurance department files. I authorize any company within the National Life Group, now or any time in the future, to request information from various federal, state, and other agencies, including FINRA, PDB and Vector One, current or former employers or companies I have been appointed with, financial institutions or other persons or entities having knowledge about me and/or which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences and those of any business entity owned by me. I release said individuals or companies from all liabilities for any damage whatsoever for providing this information. I also release any person and companies contacted regarding me from any liability with respect to the content of verbal or written information. I authorize any such information obtained to be disclosed to anyone in my commission hierarchy.

**I understand my request for appointment may be denied if my background does not meet Company standards. I further understand I may appeal such attempt for denial for which does not guarantee approval.**

A photocopy of this authorization may be accepted with the same authority as the original, and I specifically waive any written authorization request regardless of the date it is signed. I have been given a standalone consumer notification that a report will be requested and used for the purpose of evaluating me for retention as a life insurance producer or for an appointment or appointment renewal required by law. I authorize any party or agency appointed by National Life Group to obtain the above information.

**W9:**

Check the appropriate box: ☐ Individual/Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other

Under the penalties of perjury, I certify that:

- |  | YES                   | NO                    |
|--|-----------------------|-----------------------|
| (1) The number shown on this application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and   | <input type="radio"/> | <input type="radio"/> |
| (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and | <input type="radio"/> | <input type="radio"/> |
| (3) I am a U.S. person (including a U.S. resident alien)   | <input type="radio"/> | <input type="radio"/> |

The Internal Revenue Service does not require your consent to any provision of this section other than the certifications required to avoid backup withholding.

Signature: \_\_\_\_\_ Date: (mm/dd/yyyy) \_\_\_\_\_

**Marketing General Agent Certification**

I have made a thorough and diligent inquiry and review of the applicant's identity, residence, business reputation and experience and declare that the applicant is personally known to me to be of good moral character, have a good business reputation, to be reliable and to be financially responsible. I vouch that the applicant is trustworthy, competent and qualified and recommend the applicant's appointment. I certify that the applicant will receive close and adequate supervision.

Entering my name below constitutes my electronic signature and is intended by me to have legally binding effect.

MGA Signature: \_\_\_\_\_ Date: (mm/dd/yyyy) \_\_\_\_\_



This Contract is between National Life Distribution, LLC ("National Life") and the party set forth in the signature section of this Contract ("Agent") and is effective as of the date specified on the signature page of this Contract ("Effective Date").

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

## **ARTICLE I - SERVICES**

**1.1 Services; Limitation.** Agent shall provide National Life the services set forth on Exhibit A to this Contract, which may be amended by National Life prospectively on notice. National Life may determine in its sole discretion whether Agent is assigned in connection with this Contract to any particular contract, policy, customer, hierarchy, agency or unit. Agent shall have no power or authority to bind National Life or the issuers it represents (individually, "Issuer" and collectively, "Issuers"), including (without limitation) to waive, alter, amend, modify or discharge any policy or contract on behalf of any Issuer; receive any funds payable in the Agent's name for the benefit of National Life or an Issuer; or voluntarily accept services of process on behalf of National Life or an Issuer.

**1.2 Compliance; Cooperation.** Agent shall be familiar with and comply with all of National Life's and the Issuers' rules, regulations, systems and instructions (collectively, "Policies") and with all applicable law, regulation and regulatory guidance (collectively, "Applicable Law"). Agent shall maintain such appointments, licensing, training and education and attend such events and programs as National Life deems required or advisable for Agent to provide services under this Contract. Agent shall not use electronic means to solicit, share, send or receive product applications or other customer non-public personal information, except such methods as are provided by National Life or an Issuer. Agent will cooperate with National Life and the Issuers in the attempt to resolve all disputes, and will promptly report to National Life any complaints or problems. If either party is required to have a written anti-money laundering compliance program ("AML Program"), the required party shall implement an AML Program, which includes at a minimum: a) incorporating policies, procedures and internal controls reasonably designed to assure compliance with Bank Secrecy Act ("BSA") and the USA Patriot Act, as applicable; b) designating a compliance officer responsible for day-to-day compliance with the BSA and/or the AML Program; c) providing education and/or training of appropriate personnel concerning their responsibilities, including training in the detection of suspicious transactions; and d) providing for independent review to monitor and maintain an adequate AML Program. If Agent becomes aware of suspicious financial activity, Agent agrees to promptly notify the Issuer's Anti-Money Laundering Officer.

**1.3 Downline.** Agent agrees that the General Letter of Recommendation set forth in Exhibit B, which may be amended by National Life prospectively on notice, is applicable to each individual or entity below Agent in Agent's hierarchy, agency or unit, if and as applicable ("Downline"). Agent shall be responsible for Downline compliance with the Policies and Applicable Law. National Life may at any time pay a Downline directly for any compensation due from National Life to such Downline. If a Downline's agreement or appointment with National Life is terminated for cause, National Life in its sole discretion may charge Agent a re-contracting, re-instatement or similar fee to re-contract or re-appoint such Downline; provided that nothing in this Agreement shall obligate National Life to re-contract or re-appoint any Downline.

National Life shall not under any circumstances be required to enforce or implement, or continue to enforce, any agreement between Agent and Upline, Downline or other third party. Agent expressly disclaims any claim of tortious interference with contract against National Life with respect to any such agreement. To the extent Agent seeks, by virtue of subpoena, court order or otherwise, the assistance of National Life related to any agreement between Agent and a Downline, Agent shall pay the reasonable expenses of National Life (including attorneys' fees and copying costs) in connection with such assistance. National Life in its sole discretion may determine whether to appoint or contract any agent and whether to terminate such appointment or contract.

**1.4 Advertising; Branding.** Agent agrees not to use or cause to be used any letters, advertising materials, or any other printed or electronic matter or promotion of any kind relating to National Life or the Issuers unless first approved in writing by National Life or the Issuer, as applicable. Agent may not use the name, logos, trademarks or branding of National Life or any of its affiliates except with the advance, written consent of National Life in each instance. If Agent is designated as a "General Agent" in Exhibit A, National Life may require Agent to conduct its business under National Life's tradenames and brands. Agent is solely responsible for ensuring compliance with all applicable law, regulation and requirements related to the use of any name or brands other than those owned by National Life.



**1.5 Confidentiality & Data Security.** All information or materials relating to or prepared by National Life or an Issuer, including but not limited to, this Contract, insurance policy or annuity contract, coverage plan and rates and policies and procedures, practices, billing, claims, business relationship, statistical data, and any other know-how, shall be held in strict confidence by Agent. Agent shall not permit any third party to copy, review or use such information or materials at any time. Each of National Life and an Issuer shall have sole rights to any business, sales or legal information, process, procedure, know-how that provides it with a significant competitive advantage in the development, construction, conduct, operation, control, marketing, sale, management, administration, maintenance or servicing of insurance, annuities or other financial products. Agent agrees to hold in strict confidence Issuers' customers' non-public, personal information ("Customer Information") and agrees to comply with Applicable Law regarding the privacy of Customer Information. Agent will use Customer Information solely to perform services under this Contract. Agent agrees to implement and maintain security measures sufficient to safeguard Customer Information from access or use by any unauthorized party. Agent acknowledges that if Agent imports, saves or otherwise retains Customer Information on computer networks, applications and/or on hardware not provided by National Life, Agent is responsible for the protection, loss and recovery of such Customer Information and any expenses incurred by National Life and/or an affiliate as a result of a breach or potential breach of such Customer Information, including the cost of providing notice, insurance protection and reimbursement of damages to any person or entity whose Customer Information may have become compromised. Any potential unauthorized disclosure, distribution, reproduction or use of Customer Information may cause irreparable harm and Agent agrees to report it to National Life Group's Chief Information Security Officer immediately upon discovery.

**1.6 Background Check.** Agent acknowledges, consents and agrees that National Life, its affiliates and/or their service providers may conduct criminal, financial, personal and professional background checks (which may include obtaining a consumer report and/or drivers' license information) and agrees to provide any additional information and complete any additional forms necessary or advisable to allow such background checks to be conducted. If an individual, Agent represents that he/she has never been convicted of a felony, and agrees to promptly report to National Life if he/she is charged with any criminal act. If Agent is a single member limited liability company or a closely held corporation, the signator to this Agreement makes such representation and agreement.

**1.7 Insurance; Indemnification.** Agent shall acquire and maintain such professional liability, errors & omissions, fidelity bond and/or such other coverages as may be required by National Life or applicable law or regulation, and shall provide evidence of such coverages upon request. Agent agrees to indemnify and hold harmless National Life, the Issuers and each of their affiliates and each of their officers, directors, agents and employees from and against all loss, cost, expense, liability, claim, damage, fees (including attorneys' fees and expenses) and/or penalties arising from or related to this Contract, Agent's act or omission and/or a Downline's act or omission, except to the extent of National Life's gross negligence or intentional misconduct.

**1.8 Guarantee.** If Agent is a single member limited liability company or a closely held corporation, the signator to this Agreement personally guarantees the obligations of the Agent under this Agreement.

## ARTICLE II - COMPENSATION

**2.1 Schedules; Incentive Programs; Advances.** The full compensation of Agent under this Contract shall be determined in accordance with the applicable commission schedules, hierarchies and/or other compensation descriptions published by National Life from time to time ("Schedules"). Payment of compensation shall be made in accordance with National Life's then-current process. From time to time, National Life may also make available in its sole discretion incentive, bonus, medical, retirement, deferred compensation and/or other programs in which Agent may be eligible to participate, subject to any requirements of the particular program. National Life shall have the exclusive right and sole discretion at any time to unilaterally terminate or modify such programs. The effective date of Agent's participation in such programs may be different than the Effective Date in accordance with National Life's then-current process. National Life may, in its sole discretion, advance (including without limitation annualize commission) amounts that may otherwise be or become due and payable under this Contract. Agent shall be vested in compensation to the extent the Schedules provide for vesting and vesting may be terminated in National Life's discretion for amounts below a threshold set by National Life from time to time for this purpose. If Agent has not fulfilled one or more obligations under this Agreement or has an outstanding debt to National Life, an affiliate or an Upline, National Life may hold compensation otherwise due under this Agreement until such obligations are fulfilled and/or debt is repaid in full. In addition, National Life shall have the exclusive right and sole discretion at any time to unilaterally terminate or modify all or any portion of any Schedule on a prospective basis. In addition, the Schedules may be automatically terminated and/or modified to the extent necessary to ensure compliance with applicable law, regulation or regulatory guidance.

**2.2 Adjustments; Debt.** Agent may be required to return compensation to National Life in the event any Issuer charges compensation back to National Life, including (without limitation) in the event the Issuer returns any premium or other payment to a policyholder, contract owner or other person or entity; related to an early termination or rescission of a contract or policy; or in connection with an internal policy replacement. Any such chargeback; any debt incurred by a Downline, and any amounts advanced or loaned to or on behalf of Agent shall be considered a debt of Agent. Agent understands and agrees that National Life and/or an Issuer may report Agent unpaid debt to one or more third parties, including organizations whose purpose is to gather and report agent debt. National Life may charge interest on outstanding and/or unpaid debt in accordance with rates it sets for such purpose.

**2.3 Lien; Right of Set-off.** National Life shall hold a first lien against any and all amounts due to Agent by National Life or any of its affiliates for any reason. Agent agrees to execute any additional documents that National Life deems necessary or advisable to obtain, maintain or perfect such lien, but National Life's failure to do so shall have no adverse effect on such lien. National Life may set off against any amounts owed to Agent from National Life or its affiliates for any reason amounts (a) owed by Agent or Agent's Downline to National Life or National Life's affiliates for any reason, (b) owed by Agent to any individual or entity above Agent in Agent's hierarchy, agency or unit, if and as applicable ("Upline"), (c) for which National Life receives a lien, court order or other documentation and/or (d) owed by Agent for insurance coverages and/or benefits through programs provided by or through National Life or an affiliate. To the extent amounts are owed to a third party, National Life may forward amounts set off to the third party. Agent agrees that if any debt incurred by Agent is paid by any third party, including without limitation an Upline, National Life may assign such third party its right to seek reimbursement from Agent for such amounts. Nothing in the foregoing provision shall impair National Life's rights under this section. National Life may choose in its sole discretion (a) to apply its right of set-off in any order to any debt outstanding and/or (b) not to exercise its right of set off and require instead that Agent pay National Life immediately in good funds.

**2.4 Expenses.** Agent takes responsibility for all costs, expenses, obligations, debts, damages, taxes, fees and penalties of whatever nature incurred by Agent in the course of providing services under this Contract. National Life in its sole discretion may choose to pay, reimburse or offer programs under which such amounts are paid or reimbursed, and may amend or terminate such payments, reimbursements or programs at any time. No action by National Life in this regard should be construed as National Life acquiring an obligation to make such payments or reimbursements.

### ARTICLE III - TERM & TERMINATION

**3.1 Term.** This Contract shall commence on the Effective Date and shall continue until terminated as provided in this Contract.

**3.2 Termination Without Cause.** This Contract may be terminated without cause by either party on at least 20 calendar days' written notice or otherwise by mutual agreement. This Contract will terminate automatically if the Agent (a), if an individual, dies or is declared incompetent or (b), if a legal entity, is the subject of a sale, merger, dissolution, bankruptcy, or change of control, as applicable. Vested compensation under this Contract shall continue following a termination without cause. All other compensation under this Contract shall terminate.

**3.3 Termination For Cause.** National Life may terminate this Contract for cause immediately upon notice upon Agent's:

- (a) breach of any provision of this Contract;
- (b) act of fraud or dishonesty or commission of a crime;
- (c) attempt to solicit the replacement of a product offered by an Issuer with a product offered by another provider; and/or
- (d) attempt to solicit an agent to leave National Life or an Issuer.

All compensation under this Contract will terminate following a termination for cause. If Agent commits any of these acts or fails to promptly remit funds or property of National Life or an Issuer to them following a termination of this Contract without cause, National Life may treat this Contract as if it had been terminated for cause. If a Downline is terminated for cause, National Life may retain all compensation that may otherwise be payable to Agent with respect to such Downline. If this Agreement is terminated for cause, National Life in its sole discretion may charge Agent a re-contracting, re-instatement or similar fee to re-contract Agent; provided that nothing in this Agreement shall obligate National Life to re-contract any Agent.

**3.4 Non-Compete.** If Agent is designated a "General Agent" on Exhibit A, Agent agrees that for the two (2) year period immediately following the termination of this Contract for any reason, Agent shall not without National Life's prior written consent for any reason directly or indirectly, by any means or device whatsoever, for himself/herself/itself or on behalf of or in conjunction with any person, partnership, corporation or association provide, sell or service (or solicit the provision sale or service) of life insurance or annuity products to customers of National Life or an Issuer ("Customer") or (b) solicit, request, induce or endeavor to induce either individually or in conjunction with others whether done either directly or indirectly any Customer to surrender or make any withdrawal from a life insurance policy or annuity contract issued by an Issuer and/or to cease or reduce any premium or purchase payment on any such policy or contract; provided, however, if any part of this paragraph is inconsistent with applicable law, then it shall be enforceable to the fullest extent permitted by law.

## ARTICLE IV - GENERAL PROVISIONS

4.1 Entire Contract; Amendment; Waiver. This Contract, its Exhibits and the Schedules contain the entire understanding between the parties and incorporate all prior and concurrent agreements whether written or oral on all matters. No modification of any provision of this Contract shall be effective unless endorsed in a writing signed by an authorized individual of National Life and Agent, except such modifications that are reserved to National Life alone, which may be made by an authorized individual of National Life, or that happen automatically as set forth in this Contract. For avoidance of doubt, no agent, producer, middle manager, sales manager, field manager, wholesaler, district agent, general agent, marketing general agent, independent marketing organization or any Upline or Downline shall have authority to modify, terminate or amend this Contract. The forbearance, neglect or delay of either party to strictly enforce any provision of this Contract shall not at any time operate as a waiver or estoppel of any right of the parties under this Contract regardless of the similarity of the circumstances.

4.2 Amendment; Assignment. Agent shall not assign, transfer, encumber or otherwise relinquish or dispose of this Contract or any right or interest under it, including the receipt of compensation, except with prior written acceptance of an authorized individual of National Life, which may be withheld in National Life's sole discretion. Any purported assignment, transfer, encumbrance or other relinquishment or disposition of such right or interest not so accepted shall be void and unenforceable against National Life and its affiliates regardless of notice. National Life makes no representations as to the validity of any assignment. For avoidance of doubt, no agent, producer, middle manager, sales manager, field manager, wholesaler, district agent, general agent, marketing general agent, independent marketing organization or any Upline or Downline shall have authority to approve an assignment. National Life may assign this Contract upon notice to Agent. This Contract and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. To the extent National Life accepts and records an assignment of compensation, Agent understands that all such compensation will continue to be reported as income to Agent and such assignment shall be subordinated to National Life's right of set-off.

4.3 Signature, Headings, Notice. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Contract may also be executed electronically by any method approved by National Life. The headings of this Contract are for the purpose of convenience only and shall not limit or broaden its provisions. Any written notice required under this Contract shall be deemed received on the date sent.

4.4 Severability. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the relationship between the parties under this Contract is not affected in a manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties to the fullest extent possible.

4.5 Dispute Resolution; Remedies. All disputes and controversies between Agent and National Life shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration proceeding shall be conducted by an arbitrator(s) familiar with the life and annuity insurance business and not under the control of either party to this Contract. The judgment of the arbitration shall be final and binding on the parties. Each party shall bear its own costs, including the expenses of witnesses if any, related to such arbitration and shall jointly and equally share the costs of the arbitration. All arbitration proceedings hereunder, and records thereof, shall be held in strictest confidence by the arbitrator(s) and the parties. All rights and remedies under this Contract, which are afforded at law or in equity shall be cumulative and not alternative.

**Acknowledgement of Arbitration:** Agent understands that this Contract contains an agreement to arbitrate. After signing this document, Agent understand that s/he/it will not be able to bring a lawsuit concerning any dispute that may arise that is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, Agent agrees to submit any such dispute to an impartial arbitrator.

4.6 Governing Law; Surviving Provisions. The internal laws of the State of Vermont shall govern this Contract. The terms of this Contract shall continue to apply following the termination of this Contract; provided that Agent shall no longer be authorized to provide services.

[Signature page follows.]



IN WITNESS WHEREOF, the parties hereto have executed this Contract.

\_\_\_\_\_  
Print Name of Individual or Entity

\_\_\_\_\_  
Individual Signature or Authorized Signator for Entity

\_\_\_\_\_  
Print Name and Title (If signing on behalf of an Entity)

\_\_\_\_\_  
Address

**NATIONAL LIFE DISTRIBUTION, LLC**

\_\_\_\_\_  
Registrar

One National Life Drive  
Montpelier, VT 05604

Effective Date: \_\_\_\_\_ *(to be completed by National Life)*

# EXHIBIT A

## Services

Check All That Apply	Category	Solicit Sales	Collect/Submit Applications/Amendments/Requirements	Service Owners, Insured, Beneficiaries	Remit Premiums/Purchase Payments	Deliver Policy/Forms	Recruit/Train/Retain/Support Producers	Support Applications/Underwriting/Claims/Exams/Complaints	Develop & Manage Agency	Supervise Downline/Unit/Agency	Create/Maintain/Produce/Agency Books & Records
<input type="checkbox"/>	Producer	X	X	X	X	X		X			
<input type="checkbox"/>	Recruiter/Trainer						X				
<input type="checkbox"/>	Sales/Field Manager						X			X	
<input type="checkbox"/>	Middle Manager						X			X	
<input type="checkbox"/>	Wholesaler						X				
<input type="checkbox"/>	General Agent			X			X	X	X	X	X
<input type="checkbox"/>	Marketing General Agent (MGA)			X			X	X		X	
<input type="checkbox"/>	Independent Marketing Organization (IMO)			X			X	X		X	
<input type="checkbox"/>	Financial Institution			X			X	X		X	

## Exhibit B

### GENERAL LETTER OF RECOMMENDATION

Agent ("we", "us" "our") hereby certifies that all the following requirements will be fulfilled with respect to each Downline agent ("applicant").

1. We have made a thorough and diligent inquiry and investigation relative to each applicant's identity, residence, business reputation, and experience and declare that each applicant is personally known to us, has been examined by us, is known to be of good moral character, has a good business reputation, has not been charged with any felony, is reliable, is financially responsible and is worthy of a license and appointment as an agent of Issuer. Based upon our investigation, we vouch and certify that each individual is trustworthy, competent and qualified to act as an agent for Issuer to hold himself/herself out in good faith to the general public.
2. We have on file appropriate state insurance department licensing forms which was completed by each applicant. The above information in our files indicates no fact or condition which would disqualify the applicant from receiving a license or appointment and all the findings of all investigative information is favorable.
3. We certify that all educational requirements have been met for the specific state each applicant is licensed in, and that all such persons have fulfilled the appropriate examination, education and training requirements.
4. We certify that each applicant will receive close and adequate supervision, and that we will make inspection when needed of any or all risks written by these applicants, to the end that the insurance interest of the public will be properly protected.
5. We certify that each applicant shall obtain and maintain appropriate levels of error and omissions coverage on reasonable terms from reliable carriers, and shall provide evidence of such coverages upon request.
6. We will not permit any applicant to transact insurance as an agent until duly licensed therefore and appointed by Issuer. No applicants have been given a contract or furnished supplies, nor have any applicants been permitted to write, solicit business, or act as an agent in any capacity, and they will not be so permitted until the certificate of authority or license applied for is received.



**DISCLOSURE**

National Life Group (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

General Information Solutions LLC, a HireRight company ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 917 Chapin Road, P.O. Box 353, Chapin, SC 29036, (866) 265-4917, [www.geninfo.com](http://www.geninfo.com).

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

**AUTHORIZATION**

I hereby authorize the Company to obtain the consumer reports described above about me.

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Signature

## Disclosures, Acknowledgments & Authorizations Regarding Background Investigation for Employment Purposes

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### DISCLOSURES

#### *Investigative Consumer Report:*

National Life Group (the "Company") may request an investigative consumer report about you from General Information Solutions LLC, a HireRight company ("HireRight"), a consumer reporting agency, in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

#### *Ongoing Authorization:*

If the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.

#### *Additional State Law Notices:*

Please see the "Additional State Law Notices" for California, Massachusetts, Minnesota, New Jersey, New York, and Washington that are provided below, as applicable. A California disclosure and summary of your rights under California Civil Code Section 1786.22, and a copy of New York Article 23-A, were also provided to you separately on the preceding pages.

#### *Summary of Rights under the Fair Credit Reporting Act:*

A summary of your rights under the Fair Credit Reporting Act was provided to you separately on the preceding pages.

#### *San Francisco Fair Chance Ordinance Official Notice:*

A copy of the San Francisco Fair Chance Ordinance Official Notice was provided to you separately on the preceding pages.

#### *HireRight Privacy Policy:*

Information about HireRight's privacy practices is available at [www.hireright.com/Privacy-Policy.aspx](http://www.hireright.com/Privacy-Policy.aspx).

### ACKNOWLEDGMENTS & AUTHORIZATION

I acknowledge that I have received and carefully read and understand the separate "Disclosure and Authorization Regarding Background Investigation for Employment Purposes"; and the separate "Summary of Rights under the Fair Credit Reporting Act" that have been provided to me by the Company. I also acknowledge receipt of and that I have carefully read and understand (as applicable), the separate California Disclosure and Summary of Rights under California Civil Code Section 1786.22; the separate New York Article 23-A; and the separate San Francisco Fair Chance Ordinance Official Notice that have been provided to me.

By my signature below, I authorize the preparation of background reports about me, including background reports that are "investigative consumer reports" by HireRight, and to the furnishing of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for



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employment or engagement for services (including independent contractor or volunteer assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain from HireRight (or from a consumer reporting agency other than HireRight) additional background reports pertaining to me, without asking for my authorization again, throughout my employment or contract period.

I understand that if the Company obtains a credit report about me, then it will only do so where such information is substantially related to the duties and responsibilities of the position in which I am engaged or for which I am being evaluated.

I understand that information contained in my employment (or contractor or volunteer) application, or otherwise disclosed by me before or during my employment (or contract or volunteer assignment), if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I understand that the information included in the background reports may be obtained from private and public record sources, including without limitation and as appropriate: government agencies and courthouses; educational institutions; and employers.

Accordingly, I hereby authorize all of the following, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local government agencies and courts; educational institutions (public or private); testing agencies; information service bureaus; credit bureaus and other consumer reporting agencies; other public and private record/data repositories; motor vehicle records agencies; my employers; the military; and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my: employment and earnings history; education, credit, motor vehicle and accident history; drug/alcohol testing results and history; criminal history; litigation history; military service; professional licenses, credentials and certifications; social security number verification; address and alias history; and other information.

By my signature below, I also promise that the personal information I provide with this form or otherwise in connection with my background investigation is true, accurate and complete, and I understand that dishonesty or material omission may disqualify me from consideration for employment. I agree that a copy of this document in faxed, photocopied or electronic (including electronically signed) form will be valid like the signed original. I further acknowledge that I have received additional state law notices that I have reviewed and read.

## **ADDITIONAL STATE LAW NOTICES**

Please also note the following:

**CALIFORNIA:** Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the actual copying costs, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity.

General Information Solutions LLC, a HireRight company ("HireRight") will prepare the background report for the Company. HireRight is located and can be contacted at 917 Chapin Road, P.O. Box 353, Chapin, SC 29036, (866) 265-4917. Information about HireRight's privacy practices is available at [www.hireright.com/Privacy-Policy.aspx](http://www.hireright.com/Privacy-Policy.aspx).

Additional California-specific information was provided to you separately on the preceding pages.



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**MASSACHUSETTS:** Upon request to the Company, you have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, you have the right to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.

**MINNESOTA:** You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after (i) its receipt of your request or (ii) the date the report was requested by the Company, whichever date is later.

**NEW JERSEY:** You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you.

**NEW YORK:** You have the right, upon written request to the Company, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is also provided below.

**WASHINGTON STATE:** If the Company requests an investigative consumer report, you have the right, upon written request made to the Company within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

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Signature



The National Life Group Experience is about working with a company that shares your commitment to keeping alive the dream of families, the hopes of small business owners and the dignity and financial independence of seniors. We offer resources to help you grow your business because we care about you and your clients. Before you can sell annuities, you must complete product training. Applications submitted from producers without fulfilling all training requirements will result in a delay. Complete your product training by reading the enclosed material.

**Fixed and Fixed Indexed Annuity Products**

**Variable Annuity Products**

**NLIC Annuity Products**

NLGA18

Course ID

14

Catalogue Version ID

By signing below, I Certify that I have read the National Life Group Life Product Best Interest training documents. I understand that I am required to read this material PRIOR to soliciting any annuity products.

Applicant Signature

Date

National Life Group® is a trade name of National Life Insurance Company, Montpelier, VT, Life Insurance Company of the Southwest (LSW), Addison, TX and their affiliates. Each company of National Life Group is solely responsible for its own financial condition and contractual obligations. LSW is not an authorized insurer in New York and does not conduct insurance business in New York.

Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604 | [www.NationalLife.com](http://www.NationalLife.com)

08/2024



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

#### BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### FOR COMPANY USE ONLY

##### AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: National Life Group

Signature: Tyler Morway

Name and Title: Tyler Morway - Contracting Team Manager





National Life  
Group®

Authorization Agreement for Electronic Funds  
Transfer (EFT) of Compensation Payments

☐ New ☐ Change

**Instructions:** Use this form to set up a direct deposit of your check to the financial institution of your choice. Please call your financial institution to be sure they are able to accept EFT before completing this form. Please allow 5 days for processing.

**Return completed form:** E-mail: Compensation\_Dept@NationalLife.com  
Fax: 802-229-3738  
Mail: National Life Insurance Company  
Compensation Unit - M360  
One National Life Drive  
Montpelier, VT 05604

Staple a blank, voided check in the space below if you want your commissions deposited into your Checking account. **OR** Attach a deposit slip if you want your check deposited into a Savings account.

Please select one: ☐ Checking ☐ Savings

**Staple Void Check Here**

Memo _____	
<b>⑆ 080989430 ⑆</b>	<b>0014409843 ⑆⑆ 1436</b>
Transit/ABA #	Account Number

Name of Financial Institution: \_\_\_\_\_

Transit/ABA # \_\_\_\_\_ Account No.: \_\_\_\_\_

I authorize National Life Distribution to deposit my commissions directly into the above account. I also authorize National Life Distribution to debit my account for any deposit they have made in error.

Agent's Signature: \_\_\_\_\_ Date: (mm/dd/yyyy) \_\_\_\_\_

Agent's Name: (Print) \_\_\_\_\_ Agent Number(s): \_\_\_\_\_

National Life Distribution reserves the right to prenote in order to verify bank account information. You must notify us immediately if any change is made to your bank account information.

**Agent Use Only - Not For Use With the Public**

**Request for Taxpayer  
Identification Number and Certification**

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

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

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

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

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

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

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

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

**What's New**

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

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

**Purpose of Form**

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