

## NORTH AMERICAN CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please return **ALL** of the following:

1. **INDIVIDUAL / CORPORATION– SIGNED and completed** Contract Application #6798Z/
2. **Signed and completed** W-9.
3. **Signed** Agent Indebtedness Agreement.
4. **Copy of current individual insurance license and/or corporate license for each state in which you are requesting to be licensed, write business or will receive override commission.**
5. **Proof of E&O Coverage REQUIRED w/limits of : \$1,000,000/\$1,000,000**
6. **Signed and completed Commission Direct Deposit Authorization Form - REQUIRED**
7. **Please provide your e-mail address:** \_\_\_\_\_

**Fax or e-mail the completed contracting package to:**

**bhcmarketing**

FAX: 775-261-9088

e-mail: [licensing@bhcmarketing.com](mailto:licensing@bhcmarketing.com)

Phone: 800-201-0224

# CONTRACT APPLICATION

COMPLETE ALL QUESTIONS.

**Licensing Requirement: You must complete the online Agent Certification (<http://nacolah.agentcertification.com>) and AML Training (<https://partnerwithna.com/aml>) before you solicit annuity business.**

Full Legal Name \_\_\_\_\_  
 (First Name) (Middle Initial) (Last Name)

Business Name \_\_\_\_\_  
 (Check box for desired mailing address)

Resident Address \_\_\_\_\_  
 (Street, City, State, County, ZIP Code)

Business Address \_\_\_\_\_  
 (Street, City, State, County, ZIP Code)

Resident Phone ( \_\_\_\_ ) \_\_\_\_\_ Business Phone ( \_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_ ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_ License # \_\_\_\_\_ (attach photocopy)

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ or Taxpayer ID # \_\_\_\_\_

Please indicate other companies with which you are currently licensed: \_\_\_\_\_

Do you have a NASD license?  YES  NO If yes, who is your Broker-Dealer? \_\_\_\_\_

What products do you sell?  Life  Variable  LTC  Group  Disability  Small Business  403(b)

**PLEASE RESPOND TO ALL QUESTIONS FOR YOU PERSONALLY AND ANY ORGANIZATION OVER WHICH YOU HAVE EXERCISED CONTROL. IF YOU ANSWER "YES" TO ANY QUESTIONS, YOU MUST ATTACH AN EXPLANATION WITH ALL RELEVANT INFORMATION AND SUPPORTING DOCUMENTS.**

- Yes  No Do you have Errors & Omissions coverage? (Required by North American Company.) **PLEASE PROVIDE PROOF OF E & O COVERAGE.**
- Yes  No Have you ever had your insurance license or securities license suspended or revoked or have you ever had an application for an insurance license denied by any insurance department?
- Yes  No Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed?
- Yes  No Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance sales or practices or have you been refused surety bonding?
- Yes  No Are you at the present involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes  No Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes  No Have you pled guilty or nolo contendere to or been found guilty of a felony or a crime including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law or are you now under indictment?
- Yes  No Does any insurer, insured, or other person claim any indebtedness from you as a result of any insurance transactions or business?
- { I will conform with the procedures outlined in the brochures North American Company Product Guide and Compliance Manual.

**Please list all relatives who are currently licensed to sell life insurance.**

Name \_\_\_\_\_ Relationship \_\_\_\_\_ SSN \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ SSN \_\_\_\_\_

**CONDITIONS AND AGREEMENTS**—By signing this application, I hereby acknowledge I have read a specimen copy of the proposed contract and all applicable supplements and addendums thereto to be entered into between myself and North American for Life and Health Insurance (North American). I agree to be bound by all of the terms and conditions of such contract, supplements and addendums, a personalized copy of which will be subsequently forwarded to me by North American. I agree not to solicit business until I have been notified by North American that I am authorized to do so. I represent and warrant that all information and answers to questions are true and complete.

I understand the Fair Credit Reporting act requires North American to notify me that, as a routine part of processing my contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, and personal characteristics or mode of living. I further authorize North American or its affiliates<sup>1</sup> to obtain a consumer report and Vector One report in connection with this contract application. I further authorize North American or any of its affiliates or their duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity to (a) obtain a record of such history, status or activities and (b) hereby authorize the release of such information by such organization or individual in connection with this application and (c) authorize North American or any of its affiliates to release information about any debit balance I may incur to Vector One, its successors, or any organization designated to replace Vector One. This authorization shall remain valid and in effect during the term of my contract. We reserve the right to obtain subsequent consumer reports and/or investigative consumer reports on an as needed basis.

Any Marketing materials which have not been provided by North American must be approved by the North American prior to their use. I understand that any specimen sales brochures and material I have received are provided only for my personal examination of product provisions and rates.

A photocopy of this authorization shall be as valid as the original, regardless of the date it is signed.

<sup>1</sup>Affiliate means any company owned, directly or indirectly, by Sammons Financial Group, Inc.



AGENT'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# AGENT CONTRACT

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE • ANNUITY SERVICE CENTER

Agent: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Commission Schedule: \_\_\_\_\_

North American Company for Life and Health Insurance (hereinafter individually and/or collectively call the "Company", "we", or "us" as the case may be), and the undersigned Person (hereinafter called "Agent", "You", or "Yourself"), in consideration of your undertaking to sell any life insurance policy, health insurance policy, annuity and/or other products offered by the Company (the "annuity contract") for the consideration as stated in this Agent Contract and Commission Schedule attached hereto (collectively, the "Contract") and made a part hereof, mutually agree to the following terms.

## 1. GENERAL AGREEMENTS

You shall be duly licensed by the applicable state insurance departments, federal regulatory agencies and other governmental bodies having jurisdiction. You shall operate in strict conformance with all applicable laws and regulations and in conformity with the rules and regulations of the Company. You agree to exert your best efforts in keeping all insurance effective under this Contract in full force and effect. You agree to be bonded and insured in such manner as we may, in our discretion, require. You are an independent contractor for the Company and not an employee of the Company. Nothing contained in this Contract shall create, or shall be construed to create, the relationship of an employer and employee between the Company and you. You shall be free to exercise your own judgment as to the persons from whom you will solicit applications and as to the time and place of solicitation, subject to the Company's business policies and practices. You may represent other insurance companies while this Contract is in force, provided, however, that while doing so you may not hold yourself out in any manner as acting on behalf of the Company. You agree that your compensation is determined by the terms of this Contract or Addendums to the Contract. You are not eligible to participate in any employee benefit programs, including any employee welfare or pension benefit plan for employees of the Company.

For the purposes of this Contract, the terms "agents and subagents" as used in this Contract shall mean: (a) you and your employees, (b) any agent or broker you obtain or solicit who becomes a contracted agent or broker with the Company, (c) any corporation or business entity owned or controlled by you which becomes a contracted agency or broker of the Company, and/or (d) any agent or broker subsequently appointed or obtained by any agent or broker appointed by the Company directly or indirectly through you or any agent or broker network you have contracted. All appointments of agents and subagents by you to submit business under this Contract shall be subject to written approval by us. All contracts with agents and subagents shall be between the Company and such agents and subagents. We reserve the right to terminate any such appointments and contracts at any time. We reserve the right, in our sole discretion, to retain, reassign or terminate agents appointed by you or to you and to reassign or transfer such agents directly to us or to any of our other agents without any obligation to you. You will have no right to future compensation of any kind or type for production written by or through such agents after such reassignment or termination or after your termination of your contract with us. We have the right to communicate directly with any of the agents appointed by or to you. In the event of any conflict between this Contract and any other documents, including the Commission Schedules, the language of this Contract shall control. The licensed agent who solicited the business and was present at the time of the sale must sign the application.

## 2. SETTLEMENT WITH THE COMPANY

Only the initial premium on applications procured by you may be collect by you. All premium settlements shall be by federal funds wire or by check payable to the Company, received subject to collection. Premium payments shall not be collected by you in cash. All premiums received by you are received as a fiduciary and held in trust, and all premium settlements, entire or partial, taken with an application or taken upon delivery of the annuity contract, shall be immediately forwarded to the Company. You shall not at any time when making such settlements deduct for any commission due you.

## 3. DELIVERY

Where applicable, delivery of an annuity contract may be made only if the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the applications for such annuity contract, the first premium has been fully paid; and thirty (30) days has not elapsed from the date said annuity contract was issued by the Company. An annuity contract not so delivered shall be immediately returned to the Company so that it is physically received by the Company no later than three (3) days thereafter. For each annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten by us at your request, we may require you, upon request, to reimburse us for the cost of underwriting requirements.

## 4. AUTHORITY OF AGENT

You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to our business, or to waive or alter any of the provisions of any policy issued by us. Except for that provided by the Company, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products may be used, or be permitted to be used, only with our prior written approval.

## 5. CHANGE OF CONTRACT AND TERRITORY

Without liability to you, we may in our sole discretion, at any time and from time to time, retire from any territory, discontinue or withdraw any annuity contract form, in any territory without prejudice to our right to continue use of said form in any other territory, discontinue or withdraw any annuity contract form in all territories and resume the issuance or use of any annuity contract form in any territory or territories, at any time.

## **6. ASSIGNMENT**

Neither this Contract, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of any assignment. No assignment shall be operative while any indebtedness to the Company remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to us hereunder.

## **7. RESPONSIBILITY OF THE AGENT**

You shall be jointly and severally liable, with any agents and subagents to the Company for the payment of all monies, including any advance or liabilities due or owed to the Company, including any affiliated entity of the Company, by you or any agents and subagents. Liabilities due or owed include any advances or liabilities under this contract and any agents or subagents contract; liabilities created by any agent's and subagent's misfeasance or malfeasance concerning the Company's (and its affiliates) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company (or any of its affiliates). The determination of the amount of any liabilities or advances due or owed shall be at the sole discretion of the Company. The parties hereto agree the Company retains the absolute and unilateral right to settle and resolve all claims or causes of action, in its sole discretion, raised or asserted by any person, concerning the actions by you or any agents and subagents. Your joint and several liability shall not be contingent on your input or participation or notice of or concerning any such claims or assertions. Such monies due from you shall be debited on the books of the Company with the amount of such obligation, when the same is due and unpaid from you or any agents and subagents to the Company, and on demand, you shall promptly pay the Company the amount of such debt. Any agent Commission Statement that reflects a negative ending balance shall constitute a demand for payment to the Company of the amounts so indicated. Any such debt, together with interest thereon at the rate of 1½% per month or the maximum legal rate, whichever is less, or other liability owed by you to the Company (or any of its affiliates) may be set off by the Company, at any time, against any sums due from the Company to you, and a first lien is hereby reserved to the Company thereon for the satisfaction of any such debt or liability. You agree to indemnify the Company for any attorney fees, court costs, expenses, and/or money damages that the Company incurs in the collection of any indebtedness owed by you to the Company pursuant to this Contract, and/or for any legal action brought by or against you, your agents or subagents, and/or the Company arising out of or relating to this contract.

## **8. NOTICES**

Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered, or if mailed, forty-eight hours after having been deposited in the United States mail, postage prepaid, or sent by any electronic means for which confirmation of receipt can be shown, and addressed in the case of the Company to its then principal place of business, and in the case of you to the address set forth in this Contract or the address you have designated for the delivery of your Agent Commission Statements. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

## **9. COMMISSIONS**

First year and renewal commissions shall be fully vested to you as they accrue. We shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by us on applications procured by you in accordance with this Contract at the rate and under the conditions as set forth in the Commission Schedule attached to and made a part of this Contract, as amended from time to time by the Company. No commissions will be payable on premiums paid in advance until after the due dates of the respective premiums so paid in advance, and then only if the annuity contract is in force and effect on such due date. We reserve the right notwithstanding the provision of Section 11 hereof, to unilaterally revise the commission rates or conditions on any one or all of the annuity contract forms or schedules at any time at our sole discretion, but such revision shall apply only to applications for insurance thereafter received by us. If any insurance procured hereunder is subsequently converted to, or replaced by, some other form of annuity contract, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is effected by or through you. The Company reserves the right to establish an aggregate minimum dollar amount for commission checks to be issued. Such minimum amount will be set forth in the Commission Schedule referred to, as amended from time to time by the Company. The minimum amount may be changed by the Company at its sole discretion without notice. Should the Company, in its sole discretion deem it appropriate at any time to cancel a policy and to refund any premium or payment on which you or your agents and/or subagents, were paid any commission, then such commission shall be charged back against any other commissions that are due or become due to your or your agents and/or subagents. In the event no other commissions are due or become due, you shall repay to the Company in cash upon demand any such commissions you or your agents and/or subagents received on policies that were cancelled by the Company.

## **10. SEVERABILITY**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

## **11. NON-WAIVER**

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provision of this Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

## **12. ENTIRE AGREEMENT**

This Contract contains the entire agreement between us with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between us. No amendments to this Contract may be made except by writing signed by you and an officer of the Company. Notwithstanding the forgoing, this Contract shall not supersede any agency contracts which you have with the Company through its Chicago, Illinois based life operations and such contract shall remain in effect until terminated in accordance with its terms.

## **13. CONSTRUCTION AND VENUE**

To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Iowa applicable to contracts performed entirely within the State. The parties agree that any action to enforce the provisions hereof, or arising from the actions of any party in connection therewith, may be brought in the District Court in Polk County, Iowa, except such action as may be necessary by the Company to protect, preserve and realize its interest in your assets located in another jurisdiction.

#### 14. WAIVER OF JURY TRIAL

To the extent authorized by law, the Agent and Company hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Contract, or any instrument or document delivered in connection therewith.

#### 15. TERMINATION

- (1) Automatic Termination. Except to the extent prohibited by applicable law, this Contract shall be automatically terminated, without notice, in the event of you (a) cease to be licensed to sell the products offered by the Company, including being placed on suspended status, as required by a state insurance department or governmental body having jurisdiction over such licensing; (b) failure to pay, withhold or misappropriate any money or property belonging to the Company; (c) fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over the products offered by the Company; (d) commit any felony; fraud embezzlement; or other acts of moral turpitude; (d) die; or (f) legally or contractually dissolve, if you are a corporation or business entity. Should you be terminated under this, you will forfeit all your rights to any further payments under this Contract.
- (2) Termination by the Company. The Company may terminate this Contract, at any time, by delivering or mailing written notice of such termination as provided in Section 8 above in the event the Company determines, in its sole and exclusive discretion that you have: (a) exposed the Company to potential liability due to your misfeasance or malfeasance (b) failed to conform to the business policies and practices of the Company; (c) replaced any annuity contracts issued by the Company with contracts issued by another Company. Should this Contract be terminated for any of the reasons set forth in the preceding sentence, you will forfeit all your rights to any further payments under this Contract. For purposes of determining whether this Contract has been breached under this paragraph, the acts of all your employees, and any agents and subagents, as the case may be, shall be deemed your acts. The Company may also elect to exercise its right to terminate this Contract at any time, upon giving notice (as provided in Section 8), in the event of an involuntary assignment by you for benefit of your creditors; your bankruptcy; or your total and permanent disability.
- (3) Termination by Either Party. This Contract may also be terminated by either party without cause by giving thirty (30) days advanced written notice to the other party. The right of termination under this paragraph is not restricted by the provisions in the paragraphs above. Additions to in force cases may be permitted, provided the Plan under which the case was originally issued is then being issued and shall be commissionable in accordance with the practice of the Company then in effect.
- (4) Effect of Termination. In the event this contract is terminated due to your death, the voluntary relinquishment of your license to sell the products offered by the Company, the voluntary dissolution of your business entity, or the termination of the Contract by either party as provided under subparagraph (3) above, you or your designated beneficiary shall continue to receive the payments under this Contract, if any. In the event this Contract is terminated due to any other reason set forth in this Section 15, you shall automatically forfeit any and all rights to any further payments due or to become due under this Contract, you shall immediately pay in cash to the Company any and all sums due and payable to the Company hereunder. In the event of the termination of this Contract for any reason, you and your agents and/or subagents shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business. No annuity contract information will be provided to you or any agents and/or subagents after termination of this Contract. Except as otherwise set forth herein, the obligations of you, and any agents and subagents arising under the Contract shall survive the termination of the Contract, whether such obligations arose prior or subsequent to the termination of this Contract.

Executed as of the Effective Date

#### NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE • ANNUITY SERVICE CENTER

By (signature on Contract Application incorporated herein)

Agent

By



Company Officer

**Accepted:**

By (signature on Contract Application incorporated herein)

Agent

# IMPORTANT RESPONSE



We have received your application for Producer Appointment with North American Company for Life and Health Insurance, Annuity Division.

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

Also, under California Law, you are entitled to a copy of the record North American Company obtains from Trans Union. Please indicate by checking the appropriate box whether you would like a copy of the report sent to you.

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

Please send this letter back, with your signature and report choice from above, as soon as possible to complete your file. Your agent contract will remain at a pending status until this requirement is satisfied. Thank you.

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Signature

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SSN

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Date

# AGENT CONTRACT TRANSMITTAL FORM

**PLEASE PRINT ALL INFORMATION CLEARLY**

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

- New Agent
- Existing Agent Code \_\_\_\_\_

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

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

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

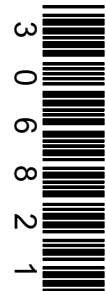
Commissions are payable based on the date on which the annuity application was signed - not the date that commissions are actually paid by North American.

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

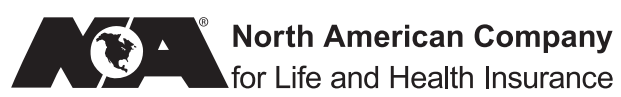
\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Signature Date

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

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



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



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### 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).

**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 on page 4.

<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.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [\_\_\_\_\_] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [\_\_\_\_\_] an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

### 1. **Definitions.**

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

### 2. **Recitals.**

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

**BHC:**  
BHC Marketing, Inc.

By: \_\_\_\_\_  
Michael Tanguay, VP, Chief Compliance Officer

**AGENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_

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



## Commission Direct Deposit Authorization Form

*This authorization gives North American Company for Life and Health Insurance and your financial institution the authority to deposit your compensation directly to your account. To take advantage of this service, all you need to do is:*

1. Complete the requested information about you, your financial institution and your account.
2. Mark the appropriate box specifying the type of account.

Checking Account

Attach a voided check for verification of all financial institution information.

Savings Account

Attach letter from financial institution verifying savings account number and routing number.

3. Return to Agency Services.

**NOTE: Be sure to sign the form, you may fax to 877-595-8256.**

### DIRECT DEPOSIT AUTHORIZATION

Please fill out and return to Agency Services, Chicago.

I authorize you and the financial institution listed below to automatically deposit my net amounts earned and payable to my Checking/Savings Account each pay period. Should an inappropriate deposit be made, the financial institution is authorized to make debit entries to my account and return to the Company the amount of any such overage. This authorization will remain in effect until I have cancelled it in writing.

FINANCIAL INSTITUTION'S NAME		YOUR NAME (PLEASE PRINT)	
BRANCH	YOUR ACCOUNT NUMBER	BANK ROUTE NUMBER	
CITY	STATE	FINANCIAL INSTITUTION PHONE NUMBER	
YOUR SIGNATURE	NORTH AMERICAN CODE #	DATE	

**STAPLE VOIDED CHECK HERE**

**WA Regular Schedule • Effective 10-27-10**

**Option A**

Product	First Year	Years 2-3	Years 4-7	Years 8+
Formula Choice®	5.00%	0.50%	-	-
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (7-year option)	7.50%	2.00%	1.00%	-
Freedom Choice® (8-Year)	5.50%	3.00%	0.50%	-
Freedom Choice® (6-Year)	5.50%	0.50%	-	-
Flex I®	4.50%	2.50%	0.50%	-
NA Performance Choice <sup>SM</sup> (8-Year)	5.50%	1.00%	-	-

Product	First Year	Years 2-3	Years 4-9	Years 10+
NA Ten®, NA Paramount Choice Ten®	6.50%	2.00%	0.50%	-
Flex II®	4.50%	2.50%	0.50%	-
North American Pillar®	6.50%	2.00%	0.50%	-
NA Performance Choice <sup>SM</sup> (12-Year)	6.50%	1.00%	-	-

Product	First Year	Years 2-3	Years 4-10	Years 11+
Freedom Choice® (10-Year)	5.50%	3.00%	0.50%	-
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (10-year option)	7.50%	2.00%	1.00%	-

	<b>Renewal Commissions</b>				
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Product	First Year	Years 2-5	Years 6-10	Years 11-15	Trail
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (14-year option)	7.50%	2.00%	1.00%	-	-
Freedom Choice® (14-Year)	5.50%	3.50%	1.50%	0.50%	-
Director <sup>SM</sup>	5.50%	0.50%	-	-	-
NA Income® (Period Certain 5-9 years)	2.00%	-	-	-	-
NA Income® (All other options)	2.00%	-	-	-	-
NA Guarantee Choice <sup>SM</sup>	2.50%	Re-entry 0.75%			-
NAC Legacy SPWL	8.50%	-	-	-	-
Cash Management Annuity	-	-	-	-	0.10%
Flex III®	4.50%	2.50%	0.50%	0.50%	-

Product	Commission Levels					Annuitization Commission	
	First-Year Commissions	Years 2-5	Years 6-7	Years 8-10	Years 11+	Years 8-10	Years 11+
The Boomer Annuity®	7.00%	3.00%	2.00%	-	-	1.00%	1.50%

**TX ONLY**

Product	Commissions	Year(s)	Trail (Year 2 Only)*	Renewal Commissions	Year(s)	Renewal Commissions	Year(s)	Renewal Commissions	Year(s)
Charter <sup>SM</sup> , Precision <sup>SM</sup> (7-year option)	4.65%	1	2.00%	0.50%	2-3	-	4-7	-	-
Charter <sup>SM</sup> , Precision <sup>SM</sup> (10-year option)	4.65%	1	2.00%	0.50%	2-3	-	4-10	-	-
Charter <sup>SM</sup> , Precision <sup>SM</sup> (14-year option)	4.65%	1	2.00%	0.50%	2-5	-	6-10	-	11-15

\*Trail commission for NA Precision and NA Charter in TX is paid one time at the beginning of Year 2. This is not an ongoing trail commission.

**WA OPT SCHEDULE**

**Custom Series Universal Life Products**

	Custom TermGUL		Custom GrowthCV		Custom Guarantee		Custom Accumulator III				Survivorship GIUL		
	1st Yr Comm %	Excess/ Renewal	1st Yr Comm %	Excess/ Renewal	1st Yr Comm %	Excess/ Renewal	1st Yr Comm %	Excess	Renewal	Asset Trail	1st Yr Comm %	Excess	Renewal
L-2198 WA OPT	90.00	2.00/2.00	90.00	2.00/2.00	85.00	1.00/1.00	90.00	2.50	2.50	0.85	75.00	0.50	0.50

**Builder IUL Series**

	Builder IUL		Guarantee Builder IUL		Rapid Builder IUL	
	1st Yr Comm %	Excess/ Renewal	1st Yr Comm %	Excess/ Renewal	1st Yr Comm %	Excess/ Renewal
L-2198 WA OPT	95.00	2.50/2.50	90.00	1.50/1.50	90.00	3.00/3.00

**Term Product**

ADDvantage		
10 Year Term	15 Year Term	20 Year Tem
65.00	70.00	75.00

## **UL Footnotes:**

### **CUSTOM GROWTHCV**

- For all Universal Life policies, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate. Commissionable target is reduced when the Waiver of Surrender Charge Option is elected.
- This product has a two year rolling target and there is no minimum premium requirement in year one to qualify.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply. Additionally, commission charge backs apply during the first three years on this policy when the Waiver of Surrender Charge Option is elected and the policy lapses, surrenders or has a partial withdrawal. The charges are: 100% - year 1, 75% - year 2, and 25% - year 3. Partial withdrawals will be subject to a commission chargeback to the extent that the cumulative withdrawal exceeds 10% of the cumulative premiums paid. In years where the percentage withdrawn is less than 10, any remaining amount will be applied to the following policy year. For example, if no withdrawals are made in the first policy year, then a commission chargeback in year 2 will only be made to the extent the withdrawal exceeds 20% of cumulative premiums paid.
- A separate commission structure applies to these policies with anticipated first year premiums of \$500,000 or greater where the Waiver of Surrender Charge Option is elected. This structure has a lower first year commission rate but includes asset trails. For specific information on this structure contact Agency Services.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **CUSTOM GUARANTEE**

- For all Universal Life policy's, first year commissions are paid up to the policies commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate.
- This product has a two year rolling target. First year commission will be paid on premium paid in the first 24 months up to the target premium established at the time of issue.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply.
- For information on internal replacements please refer to the Producer's InfoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **CUSTOM ACCUMULATOR**

- For all Universal Life policy's, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate for Custom Accumulator III ONLY. Prior versions of Custom Accumulator (I and II) do NOT earn commission on premium received in excess of the commissionable target.
- Renewal Commissions apply in years 2 - 10.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- There is a \$60 per \$1,000 cap on commissionable target premium.
- Standard company charge back provisions as outlined in our agent contract apply. Additionally, for policies qualifying for the Return of Premium Benefit, there is a 100% charge back for surrenders in the first year (365 days). Full or partial surrenders (not available until year 2) in the second year (366 days or later) will result in a 75% charge back.
- Asset trails are paid annually in years 6 - 10 and based on account value as of 12/31. Paid to active agents only.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **CUSTOM TERM GUL**

- For all Universal Life policy's, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **BUILDER IUL**

- For all Universal Life policies, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate.
- This product has the rolling target feature, as long as 80% of target premium is received in the first year. If 80% of target premium is not received in year one, all second year premium received will be commissioned at the renewal rate.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **RAPID BUILDER IUL**

- For all Universal Life policies, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate. Commissionable target is reduced when the Waiver of Surrender Charge Option is elected.
- This product has a two year rolling target. First year commission will be paid on premium paid in the first 24 months up to the target premium established at the time of issue.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Standard company chargeback provisions as outlined in our agent contract apply. Commission charge backs apply during the first three years on this policy when the Waiver of Surrender Charge Option is elected and the policy lapses, surrenders or has a partial withdrawal. The charges are: 100% - year 1, 75% - year 2, and 25% - year 3. Partial withdrawals will be subject to a commission chargeback to the extent that the cumulative withdrawal exceeds 10% of the cumulative premiums paid. In years where the percentage withdrawn is less than 10, any remaining amount will be applied to the following policy year. For example, if no withdrawals are made in the first policy year, then a commission chargeback in year 2 will only be made to the extent the withdrawal exceeds 20% of cumulative premiums paid.
- A separate commission structure applies to these policies with anticipated first year premiums of \$500,000 or greater where the Waiver of Surrender Charge Option is elected. This structure has a lower first year commission rate but includes asset trails. For specific information on this structure contact Agency Services.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **GUARANTEE BUILDER IUL**

- For all Universal Life policies, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate.
- This product has the rolling target feature, as long as 80% of target premium is received in the first year. If 80% of target premium is not received in year one, all second year premium received will be commissioned at renewal rate.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Substandard table ratings - Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

### **SURVIVORSHIP GIUL**

- For all Universal Life policies, first year commissions are paid up to the policy's commissionable target (CT). (The CT designation appears on the last page of a policy illustration). Any premium received in excess of the commissionable target will be paid at the policy's excess rate.
- Renewal Commissions apply in years 2 - 10. Excess commissions apply in the first year and in the years renewals are paid.
- Commissions are payable on extra premiums as follows: Standard table ratings - 25% of NO Lapse Guarantee Premium, Full commissions, Permanent Flat Extras - Full Commissions, Temporary Flat Extras - No commissions.
- Standard company charge back provisions as outlined in our agent contract apply. Additionally, commission charge backs apply as follows; 2-year commission charge-back for the Base and Base with PGR, 100% in year 1 and 75% in year 2. The chargeback for base with the Waiver of SC (WoSC) option will be 100% in year 1, 75% in year 2 and 25% in year 3. Partial withdrawals will be subject to a commission chargeback to the extent that the cumulative withdrawal exceeds 10% of the cumulative premiums paid. In years where the percentage withdrawn is less than 10, any remaining amount will be applied to the following policy year. For example, if no withdrawals are made in the first policy year, then a commission chargeback in year 2 will only be made to the extent the withdrawal exceeds 20% of cumulative premiums paid.
- For information on internal replacements please refer to the Producer's infoNet at [www.producersinfonet.com](http://www.producersinfonet.com)
- Currently, no North American products pay service fees.

## **TERM Footnotes:**

- ADDvantage term products have a non-commissionable policy fee. The fee is based on the mode of the policy. Please contact Agency Services with questions.
- Standard company charge back provisions as outlined in our contract apply.
- For complete commission information, please refer to the Producer's InfoNet at [www.producersinfony.com](http://www.producersinfony.com).
- Commission Percentage has not changed since prior commission schedule.

**FOR AGENT USE ONLY. NOT INTENDED FOR CONSUMER SOLICITATION PURPOSES.**

\* North American is currently not accepting appointments of GA Reg and GA Opt agents. These levels can only be awarded if Marketing Department approval is obtained.

*This commission/production schedule is a supplement to the contract and its terms & conditions. This schedule is subject to change at any time by written notice.*