

**COMMISSION SCHEDULE ADDENDUM - Effective 07-01-10 - North American Company for Life and Health Insurance**  
**IMPORTANT INFORMATION REGARDING COMMISSION PAYMENT. PLEASE READ CAREFULLY.**

Unless otherwise identified, commissions will only be applied to collected premiums. Renewal commissions will be paid on net premiums (premiums less withdrawals) and will only be paid upon receipt of additional premium. Commissions will be paid when a minimum of \$50.00 for EFT is accumulated. Agents must be actively contracted with North American Annuity Service Center in order to receive re-entry commission. Trail commissions are paid out based on the full Accumulation Value annually starting on the first contract anniversary. Trail commissions will continue to be paid for the life of the contract. Commissions are not paid on new premium added to a spousal continuance case. Product availability varies by state and issue ages may vary by product and state, contact Marketing Support at 866-322-7066 for complete details.

**CHARGEBACKS - INITIAL TERM**

For deaths, full surrenders, partial withdrawals and/or Required Minimum Distributions (RMDs) occurring within the first contract anniversary year, the following chargeback percentages apply: 1) All products except the NAC Legacy SPWL<sup>SM</sup>, North American Income<sup>SM</sup>, North American Pillar<sup>®</sup>, NA Flex I<sup>SM</sup>, II<sup>SM</sup> and III<sup>SM</sup> products: 100% chargeback from the date of issue through the end of the 6th month after the contract issue date and 50% chargeback from the start of the 7th month after the contract issue date through the first contract anniversary date; and 2) NA Flex I, II & III, North American Pillar<sup>®</sup> and NAC Legacy SPWL<sup>SM</sup> product: 100% chargeback during the first contract year and 50% chargeback during the second contract year. Chargebacks on the NAC Legacy SPWL<sup>SM</sup> will only occur on surrenders and lapses. There is no chargeback on death. There is no chargeback on a loan, unless the loan causes the policy to lapse.

For cancellations by North American, there is a 100% commission chargeback throughout the entire surrender charge period of the contract. In addition and not limited by the forgoing, North American reserves the right to chargeback commissions at any time, in its sole discretion, pursuant to paragraphs 7 and 9 of the agent contract, which are expressly incorporated herein.

**CHARGEBACKS - RENEWALS**

For full surrenders or partial withdrawals after renewal of a Multi-Year Guaranteed Annuity (only those plans with a guarantee period of 5 years or longer) re-entry commissions will chargeback at 100% from the date of re-entry through the end of the first 6 months, and chargeback at 50% from the start of the seventh month after the re-entry date through the first contract anniversary date after re-entry. There is no re-entry commission chargeback in the event of death or RMD.

**COMMISSION HOLDS**

For contracts with premiums of \$500,000 or more, commissions will be held for a thirty day free-look period (beginning on the date the delivery receipt is received in the home office) in all states.

**COMMISSION REDUCTIONS**

Applicable state reductions will be applied before issue age reductions.

**FIXED INDEX ANNUITIES**

**NORTH AMERICAN CHARTER<sup>SM</sup> & NORTH AMERICAN PRECISION<sup>SM</sup>**

- 7 year option: Commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- 10 year option: Commission for issue ages 76-79 reduced by 25%.
- 14 year option has issue ages of 0-75.
- MN and VA commission reduced by 1% on all options.

**NORTH AMERICAN TEN<sup>®</sup>**

- Commission for issue ages 76-79 reduced by 25%.
- MO and VA commission reduced by 1%.

**NORTH AMERICAN PARAMOUNT CHOICE TEN<sup>®</sup>**

- Commission for issue ages 76-79 reduced by 25%.
- MO and VA commission reduced by 1%.

**NORTH AMERICAN FREEDOM CHOICE<sup>®</sup>**

- 6- and 8-year: Commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- 10 year: Commission for issue ages 76-79 reduced by 25%.
- MO commission reduced by 1% on all options.

**NORTH AMERICAN FORMULA CHOICE<sup>®</sup>**

- Commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- MN, UT and VA commission reduced by 1%.

**NORTH AMERICAN PRIZM PLUS<sup>®</sup>**

- 7-year: Commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- 10 year: Commission for issue ages 76-79 reduced by 25%.
- MO and VA commission reduced by 1%.

**NORTH AMERICAN PILLAR<sup>®</sup>**

- Commission for issue ages 76-79 reduced by 25%.

**MULTI-YEAR GUARANTEED ANNUITIES**

**NORTH AMERICAN GUARANTEE CHOICE<sup>SM</sup>**

- Commission reduced by 25% for issue ages 81-85 and 50% for issue ages 86-90.
- IN and OK commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- FL and IL first-year commission reduced by 0.25%; re-entry commission reduced by 0.125%.

**TRADITIONAL FIXED ANNUITIES**

**NORTH AMERICAN DIRECTOR<sup>SM</sup>**

- Commission reduced by 25% for issue ages 81-85.
- MO, TX and VA commission reduced by 1%.

**NA FLEX I<sup>SM</sup>, II<sup>SM</sup> & III<sup>SM</sup>**

- Flex I: Commission for issue ages 76-80 reduced by 25% and 50% for issue ages 81-85.
- Flex II: Commission for issue ages 76-79 reduced by 25%.
- WA (Flex I) commission reduced by 1%.
- MO commission reduced by 1% on all options.

**THE BOOMER ANNUITY<sup>®</sup>**

- Commission for issue ages 76 and above reduced by 25%.

**SINGLE PREMIUM IMMEDIATE ANNUITIES**

**NORTH AMERICAN INCOME<sup>®</sup>**

- No commission reductions.

**SINGLE PREMIUM WHOLE LIFE**

**NAC LEGACY SPWL<sup>SM</sup>**

- Commission reduced by 33% for issue ages 81-85.

**WA Regular Schedule • Effective 07-01-10**

**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 <sup>SM</sup>	4.50%	2.50%	0.50%	-

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

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>				
----------------------------	--	--	--	--

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 <sup>SM</sup>	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 Regular Schedule • Effective 07-01-10**

**403(b) Salary Reduction\***

Product	Commissions	Year(s)	Commissions	Year(s)	Commissions	Year(s)	Commissions	Year(s)
Formula Choice®	5.00%	1	1.00%	2-5	-	-	-	-
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (7-year option)	7.50%	1	4.00%	2-7	-	-	1.00%	8+
Freedom Choice® (8-Year)	5.50%	1	2.00%	2-8	-	-	-	-
Freedom Choice® (6-Year)	5.50%	1	2.00%	2-6	-	-	-	-
Flex I <sup>SM</sup> (7-year)	4.50%	1	2.50%	2-7	-	-	0.50%	8+
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (10-year option)	7.50%	1	4.00%	2-10	-	-	1.00%	11+
NA Ten®, NA Paramount Choice Ten <sup>SM</sup>	6.50%	1	3.00%	2-10	-	-	0.50%	11+
Freedom Choice® (10-Year)	5.50%	1	2.00%	2-10	-	-	-	-
Flex II <sup>SM</sup> (10-year)	4.50%	1	2.50%	2-10	-	-	0.50%	11+
North American Pillar <sup>SM</sup>	6.50%	1	3.00%	2-10	-	-	0.50%	11+
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (14-year option)	7.50%	1	7.50%	2-5	4.00%	6-14	1.00%	15+
Freedom Choice® (14-Year)	5.50%	1	5.50%	2-5	2.00%	6-14	-	-
Director <sup>SM</sup>	5.50%	1	5.00%	2-3	-	-	2.00%	4+
Flex III <sup>SM</sup> (14-year)	4.50%	1	4.50%	2-5	2.50%	6-14	0.50%	15+
Product	Commission Levels				Annuitization Commission			
The Boomer Annuity®	First-Year Commissions	Years 2-3	Years 4-10	Yrs 11+	Yrs 8-10	Years 11+		
	7.00%	3.50%	3.50%	2.00%	1.25%	1.75%		

\*Rollovers and direct transfers will not use the 403(b) salary reduction schedule. Agent must be set up under Option A in order to receive the levelized commissions listed above.

**WA Regular Schedule • Effective 07-01-10**

**Option B**

		Renewal Commissions						
Product		First Year	Years 2-3	Years 4-7	Years 8+	Trail		
Formula Choice®		3.50%	-	-	-	0.25%		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (7-year option)		4.25%	0.50%	-	-	0.50%		
Freedom Choice® (8-Year)		4.00%	1.00%	-	-	0.25%		
Freedom Choice® (6-Year)		4.00%	1.00%	-	-	0.25%		
Flex I <sup>SM</sup>		3.00%	1.00%	-	-	0.25%		
Product		First Year	Years 2-3	Years 4-9	Years 10+	Trail		
NA Ten®, NA Paramount Choice Ten <sup>SM</sup>		3.75%	0.75%	-	-	0.50%		
Flex II <sup>SM</sup>		3.00%	1.00%	-	-	0.25%		
North American Pillar <sup>SM</sup>		3.50%	0.75%	-	-	0.50%		
Product		First Year	Years 2-3	Years 4-10	Years 11+	Trail		
Freedom Choice® (10-Year)		3.75%	1.00%	1.00%	-	0.25%		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (10-year option)		4.50%	1.50%	-	-	0.50%		
		Renewal Commissions						
Product		First Year	Years 2-5	Years 6-10	Years 11+	Trail		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (14-year option)		4.50%	1.50%	-	-	0.50%		
Freedom Choice® (14-Year)		3.75%	2.00%	1.00%	-	0.25%		
Director <sup>SM</sup>		4.50%	-	-	-	0.05%		
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		6.00%	-	-	-	0.50%		
Cash Management Annuity		-	-	-	-	0.10%		
Flex III <sup>SM</sup>		3.00%	1.00%	-	-	0.25%		
Product		Commission Levels				Annuitization Commission		Trail
The Boomer Annuity®	First-Year Commissions	Years 2-5	Years 6-7	Years 8-10	Years 11+	Years 8-10	Years 11+	0.50%
	4.00%	1.50%	-	-	-	1.00%	1.50%	

**WA Regular Schedule • Effective 07-01-10**

**Option C**

		Renewal Commissions						
Product		First Year	Years 2-3	Years 4-7	Years 8+	Trail		
Formula Choice®		2.00%	-	-	-	0.50%		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (7-year option)		1.50%	-	-	-	1.00%		
Freedom Choice® (8-Year)		2.50%	0.50%	-	-	0.50%		
Freedom Choice® (6-Year)		2.50%	0.50%	-	-	0.50%		
Flex I <sup>SM</sup>		1.50%	0.50%	-	-	0.50%		
Product		First Year	Years 2-3	Years 4-9	Years 10+	Trail		
NA Ten®, NA Paramount Choice Ten <sup>SM</sup>		1.00%	-	-	-	1.00%		
Flex II <sup>SM</sup>		1.50%	0.50%	-	-	0.50%		
North American Pillar <sup>SM</sup>		0.50%	-	-	-	1.00%		
Product		First Year	Years 2-3	Years 4-10	Years 11+	Trail		
Freedom Choice® (10-Year)		2.00%	0.50%	-	-	0.50%		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus® (10-year option)		1.75%	0.25%	-	-	1.00%		
		Renewal Commissions						
Product		First Year	Years 2-5	Years 6-10	Years 11+	Trail		
Charter <sup>SM</sup> , Precision <sup>SM</sup> , and Prizm Plus®(14-year option)		1.75%	0.25%	-	-	1.00%		
Freedom Choice® (14-Year)		2.00%	0.50%	-	-	0.50%		
Director <sup>SM</sup>		2.50%	-	-	-	0.35%		
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		3.25%	-	-	-	1.00%		
Cash Management Annuity		-	-	-	-	0.10%		
Flex III <sup>SM</sup>		1.50%	0.50%	-	-	0.50%		
Product		Commission Levels				Annuitization Commission		Trail
The Boomer Annuity®	First-Year Commissions	Years 2-5	Years 6-7	Years 8-10	Years 11+	Years 8-10	Years 11+	1.00%
	1.25%	0.50%	-	-	-	1.00%	1.50%	

# North American Company For Life And Health Insurance Contracting Checklist



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

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

- Complete a Contract Application (6798Z) in its entirety.**
  - If you are contracting your corporation, include both your personal name and Social Security Number as well as the corporation's name and Taxpayer ID Number.
  - If you have a Broker/Dealer, include their information.
  - Complete the Transmittal Form (6821Z).
  - If you are in California, Minnesota or Oklahoma, complete the Credit Authorization form (9043Z-A).
- Include proof of Errors and Omissions (E&O) coverage (declaration page).**

North American requires coverage of \$1Million aggregate and \$1Million per occurrence. Typically this comes in the form of a declaration page from the contract. If you do not have E&O coverage, AON provides a discount for North American agents. Please contact them at 800-621-0711 for details.
- Annuity Certification.**

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

  - Your username is five zeroes followed by your agent code. (ex. 000001X123)
  - Your password will be supplied by email and mail.
  - ***This certification must be completed before North American will process any pending annuity business.***
- Anti-Money Laundering (AML).**

This is a USA PATRIOT Act requirement. Please complete the required training for Anti-Money Laundering. Visit <https://aml.limra.com> to obtain your user ID and password. Your LIMRA ID will be the first 4 characters of your last name together with the last 6 digits of your Social Security Number. The Password, if you are a first-time user, will be your last name. Note: Both the ID and password are entered in lower case characters only. If you require assistance please contact LIMRA at 866-364-2380. You will then be directed to a LIMRA sponsored website to complete the AML training. North American will be notified once the training is successfully completed.
- Read the procedures outlined in the Annuity Compliance Manual (8943Z) and Understanding Your Client's Needs Product Guide (8109Z).**
- It is required to have your commissions deposited directly into your bank account. Send a completed Authorization Direct Deposit form (6772Z) along with a voided check for us to set this up for you.**
- You may fax these required documents to Agent Contracting Services at 866-322-7072 or mail to:**

North American Company for Life and Health Insurance  
PO Box 79905  
Des Moines, IA 50325-0905

**NOTE:** If you are submitting a New Business application, please complete the above requirements prior to meeting with the client. This will ensure your future business will process efficiently.

### Additional Contracting Information

Check resident/non-resident license status in the state you intend on conducting business.

# CONTRACT APPLICATION

COMPLETE ALL QUESTIONS.

**Licensing Requirement: You must complete the online Agent Certification (<http://nacolah.agentcertification.com>) 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



## COMMISSION DIRECT DEPOSIT AUTHORIZATION FORM

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

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

**DIRECT DEPOSIT AUTHORIZATION - Please fill out and return to the Licensing Department.**

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

Checking Account

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

Should an incorrect deposit be made, the financial institution is authorized to process debit entries to my account and return to North American the amount of any such overage.

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

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

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

**ATTACH VOIDED CHECK HERE**

North American Company for Life and Health Insurance • Annuity Service Center  
P.O. Box 79905 • Des Moines, Iowa 50325-0905

## **CREDIT AUTHORIZATION FOR: CALIFORNIA, MINNESOTA AND OKLAHOMA RESIDENTS**

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

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

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

Also, under state law, you are entitled to a copy of the record North American obtains from Business Information Group, Inc. Please indicate by checking the appropriate box whether or not you would like a copy of the report.

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

Please send this authorization back along with your completed contract application, including your signature and report choice above in order to complete the processing of your application. Your agent contract will remain at a pending status and a consumer report will not be ordered until this requirement is satisfied. Thank you.

---

Signature

---

SSN

---

Date

North American Company for Life and Health Insurance  
4601 Westown Parkway, Suite 300 | West Des Moines, IA 50266