



NORTH AMERICAN (Annuity) Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- Training Requirements Acknowledgement
- Contract Application [6798Z]
- Commission Direct Deposit Authorization Form [6772Z] w/ Voided Check (REQUIRED)
- Proof of E&O
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Business Entity Certification [O-2839] (If Applicable) *(Required if setting up an agency.)*
- Assignment of Earnings [Form O-2761] (If Applicable) *(Required if the bank account listed on the Commission Direct Deposit Authorization Form is not the agent's name.)*
- Credit Authorization for: California, Minnesota and Oklahoma Residents [9043Z-A] (If Applicable) *(Required for any agents who reside in CA, MN, or OK.)*

SEND TO:

Email: lifesubmission@absgo.com

Mail: Attention: Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Fax: (215) 233-3140



Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

Agents are responsible for any/all necessary:

❖ **CARRIER specific training.**

❖ **STATE product training.**

Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.

❖ **ANNUITY CE (Continuing Education) CREDIT requirements.**

❖ **AML (Anti-Money Laundering) TRAINING requirements.**

If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.

I, _____, verify that I understand the above requirements. I also verify that I am aware that incompleteness of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

Signature

Date



ANNUITY CONTRACT TRANSMITTAL FORM

Agent Name: _____ Agent Code (if known): _____

If New Business is submitted with or prior to a contracting application or contract change please indicate below:

Pending Business Client Name _____ Contract Number _____

Please choose the contract type and level for the agent/agency:

Contract Type: License Only Producer Producer Distributor Contract Change
(Agent Signature Required)

Commission Level: _____

Please complete the reporting broker dealer information if registered or affiliated with BD:

Broker Dealer _____ Code _____ CRD Number _____

Please indicate the appropriate hierarchy below:

Immediate Upline Name* _____ Code _____

Upline Name _____ Code _____

Upline Name _____ Code _____

Upline Name _____ Code _____

Top Level Upline Name* _____ Code _____

*Required Field

Comments or Special Instructions:

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

Certain states require a supervising agent/agency to be licensed to receive override commissions. If a license is not held in these states when business is written override commissions will not be paid.

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

Completed contracting should be forwarded to:

North American
Attn: Contracting
4350 Westown Parkway • West Des Moines, Iowa 50266
Phone: 866-322-7068 • Fax: 866-322-7072 • Email: nacontracting@sfgmembers.com

Distributor Signature *Dan Oulky* _____ Distributor # _____ Date _____

Agent Signature _____ Agent Code _____ Date _____
(if applicable)

COMPLETE ALL QUESTIONS.

FIRST NAME	MI	LAST NAME	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	DATE OF BIRTH	SOCIAL SECURITY NUMBER	NATIONAL PRODUCER NUMBER
TYPE OF APPOINTMENT (SELECT ONE) <input type="checkbox"/> LIFE <input type="checkbox"/> ANNUITY		CONTRACT TYPE <input type="checkbox"/> LLC* <input type="checkbox"/> PARTNERSHIP* <input type="checkbox"/> SOLE PROPRIETORSHIP* <input type="checkbox"/> CORPORATION* <input type="checkbox"/> INDIVIDUAL			TAXPAYER ID NUMBER	CRD NUMBER
RESIDENCE ADDRESS – STREET, CITY, STATE, ZIP					RESIDENCE TELEPHONE ()	
BUSINESS NAME (DBA)					BUSINESS TELEPHONE ()	
BUSINESS ADDRESS – STREET, CITY, STATE, ZIP					BUSINESS FAX ()	
PREFERRED MAILING <input type="checkbox"/> RESIDENCE ADDRESS <input type="checkbox"/> BUSINESS ADDRESS					CELL PHONE ()	
E-MAIL ADDRESS (REQUIRED)				PREFERRED CONTACT <input type="checkbox"/> RES. PHONE <input type="checkbox"/> BUS. PHONE <input type="checkbox"/> CELL PHONE <input type="checkbox"/> E-MAIL		
BROKER/DEALER NAME (IF REGISTERED REP OR AFFILIATED WITH BD)						
BROKER/DEALER ADDRESS – CITY, STATE					BROKER/DEALER CRD # (IF KNOWN)	

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

- Yes No 1. Have you ever been convicted, pled guilty or nolo contendere, or do you have pending charges to a felony or misdemeanor? If yes, attach copy of court records.
- Yes No 2. Have you ever had any regulatory action taken against you, or had your insurance or securities license denied, suspended, terminated or revoked by an insurance department, FINRA, or any other regulatory agency?
- Yes No 3. Have you ever had a complaint filed or do you anticipate a complaint being filed against you by a consumer, an insurance department, FINRA or any other regulatory agency?
- Yes No 4. Has your contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm?
- Yes No 5. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance and/or securities sales?
- Yes No 6. Are you currently involved or ever been involved in litigation?
- Yes No 7. Do you have past due financial obligations, unsatisfied judgments, or liens, including any delinquent state or federal tax obligations?
- Yes No 8. Have you ever filed bankruptcy?
- Yes No 9. Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business?

COMPLIANCE

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

CONDITIONS AND AGREEMENTS – By signing this application, I hereby acknowledge I have read a specimen copy of the proposed contract and all applicable supplements and addendums thereto to be entered into between myself and North American Company for Life and Health Insurance® (North American). I agree to be bound by all of the terms and conditions of such contract, supplements and addendums, which includes applicable commission schedule(s), and further agree that upon authorization to solicit business by North American, such contract, supplements and addendums shall be legally binding on me without further action required on my part. Thereafter, such contract, supplements, and addendums shall govern my relationship with North American, a personalized copy of which shall be made available to me by North American by electronic delivery. I agree not to solicit business until I have been notified by North American that I am authorized to do so. I represent and warrant that all information and answers to questions are true and complete. I understand the Fair Credit Reporting act requires North American to notify me that, as a routine part of processing my contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, and personal characteristics or mode of living. I further authorize North American or its affiliates' to obtain a consumer report and Vector One report in connection with this contract application. I further authorize North American or any of its affiliates or their duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity to (a) obtain a record of such history, status, or activities and (b) hereby authorize the release of such information by such organization or individual in connection with this application and (c) authorize North American or any of its affiliates to release information about any debit balance I may incur to Vector One, it's successors, or any organization designated to replace Vector One. This authorization shall remain valid and in effect during the term of my contract. North American has the right to obtain subsequent consumer reports and/or investigative consumer reports on an as needed basis. Any Marketing materials which have not been provided by North American must be approved by North American prior to their use. I understand that any specimen sales brochures and material I have received are provided only for my personal examination of product provisions and rates. A photocopy of this authorization shall be as valid as the original, regardless of the date it is signed. 'Affiliate means any company owned, directly or indirectly, by Sammons Financial Group, Inc. I will not sell or solicit North American annuity products in NY.

AGENT AUTHORIZATION – 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 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, and; 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

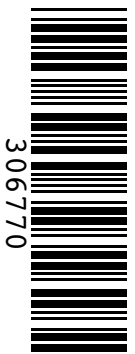
AGENT SIGNATURE	OFFICER SIGNATURE*	DATE
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I have reviewed the above application and I hereby recommend this agent contract for consideration by North American.

DISTRIBUTOR SIGNATURE <i>Dan Oulby</i>	CODE	DATE
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*If Officer of a Corporation, LLC, Partnership, or Sole Proprietorship please sign both as Agent and Officer.

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



Commission Direct Deposit Authorization Form

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

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

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

Annuity Life (Please check all that apply)

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

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

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

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

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

Financial Institution's Name

Agent/Agency Name and Number

Financial Institution Account Owner

Branch

Account Number

Routing Number

City

State

Agent/Principal Signature

Date

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

VOIDED CHECK REQUIRED

Credit Authorization For:
California, Minnesota and Oklahoma Residents

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

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

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

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

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

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

Signature

SSN

Date

Completed form should be forwarded to the appropriate address below.



ASSIGNMENT OF EARNINGS

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

_____ Name
herein called "Assignee," whose address is _____
Street City State Zip

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

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

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

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

Executed at: _____ on _____
City State Month Day Year

Assignor (Please Print Name and Code) _____ Assignor (Signature) _____

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

IMPORTANT NOTICE

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

FOR OFFICE USE ONLY

Processed and Accepted by the Company:

By: _____
Date: _____
("Effective Date")

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

RELEASE

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

In witness hereof, Assignee hereby executes this Release.

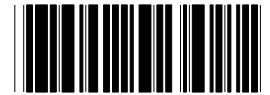
Assignee Signature _____ Title _____ Date _____

FOR OFFICE USE ONLY

Receipt by the Company:

By: _____
Date: _____

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



BUSINESS ENTITY CERTIFICATE

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

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

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

Name	Office
	President
	Vice President
	Secretary
	Treasurer

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

Name	Director/Manager

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

Name	Name

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

Name	Office	Signature

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

Signed:	
Printed Name:	
Title:	

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

AGENT CONTRACT

Annuity Service Center



Agent Name: _____ 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; (e) 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