

# ***Best Agency* makes licensing with...**

**Nationwide**

## **Fast & Simple**

1. Fill out and sign forms  
Not sure of something?  
Leave it blank, we will call you to complete.
2. Fax back *only* the filled out and signed pages to  
our toll free FAX: 1-800-440-1050 (no fax cover sheet  
needed).
3. Include a copy of your insurance license and  
**E & O coverage face page.**

**Toll Free Fax: 1-800-440-1050**



# Nationwide Financial Brokerage Agent Data Sheet

Full Name: \_\_\_\_\_  
EXACTLY AS SHOWN ON LICENSE

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

State(s) to be Appointed in: \_\_\_\_\_

Resident License State: \_\_\_\_\_

Business Address: \_\_\_\_\_  
STREET ADDRESS OR P O BOX

\_\_\_\_\_  
CITY STATE ZIP CODE COUNTY

Business Telephone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
OPTIONAL

Resident Address: \_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE COUNTY

Resident Telephone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
OPTIONAL

Will you be receiving commissions directly?  Yes  No **If Yes, an additional agreement is required and will be sent to you. If no, the Agency will be paid commissions.**

If you are receiving commissions directly but not participating in Direct Deposit, what address would you like your check mailed to?

Mailing address: \_\_\_\_\_  
Street City State Zip


**MUST BE COMPLETED BY AGENT: (Please attach a detailed letter of explanation for any "Yes" answer to the following questions)**

- AML Training conducted via external vendor?  Yes  No  
Name of External Vender: \_\_\_\_\_
- AML Training conducted in-house?  Yes  No  
In-house training contained explanations of regulations and rules related to AML, Identification and/or examples of "suspicious activity"?  Yes  No
- Have you ever been convicted of, pled no contest to, or are currently under indictment for any criminal felony or misdemeanor (excluding minor traffic violations) including but not limited to any activity involving the financial services industry?  Yes  No
- Are you the subject of any investigation, pending complaint, arbitration, or civil or criminal charge that has not already been disclosed to any securities, banking or insurance authority on the Form U-4, U-5 or any other required document?  Yes  No
- Have you ever been suspended, disqualified, disciplined, or terminated for cause by any former employer / organization, state, federal or self-regulatory agency?  Yes  No
- Have you ever had an appointment canceled by an insurance company for reasons other than lack of production?  Yes  No
- Have you filed a bankruptcy petition, been declared bankrupt or insolvent within the past ten years?  Yes  No
- Are you currently indebted to any insurance company or do you now have or have you ever had any unsatisfied judgments, liens, or garnishments against you?  Yes  No

I, \_\_\_\_\_, hereby authorize Nationwide, its affiliates and subsidiaries including its agents, to make an independent investigation of my background, references, character, past employment, education, criminal or police records, disciplinary matters including those mandated by public and private organizations, the Central Registration Depository ("CRD"), the Investment Adviser Registration Depository ("IARD"), and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

I release Nationwide and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

I affirm that all of the information provided on the foregoing statement is true, accurate and complete to the best of my knowledge. Should any of the information change, I will promptly notify Nationwide in writing.

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

**FAX Completed form to 614-249-5512**

## PRODUCER & COMMISSION ASSIGNMENT AGREEMENT

This Producer & Commission Assignment Agreement ("Agreement") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and among Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company (hereinafter individually and collectively referred to as "Nationwide"), \_\_\_\_\_ (hereinafter referred to as the "Agent") and \_\_\_\_\_ (hereinafter referred to as the Managing Agent).

The parties to this Agreement agree to the following terms and conditions:

**Managing Agent.** For purposes of this Agreement the Managing Agent is the person, partnership, or organization licensed with Nationwide that recommends the Agent appointment with Nationwide and may provide assistance to the Agent for sales and service related to insurance coverage issued by Nationwide. The Managing Agent agrees to enter into a Master Distributor Agreement or Master Sub-Distributor Agreement with Nationwide that is independent of this Agreement. This Agreement will not be effective unless the Managing Agent has entered into a Master Distributor Agreement or Master Sub-Distributor Agreement with Nationwide.

**Expectation.** Nationwide expects quality life insurance business with excellent persistency from the Agent. This can be achieved by soliciting business in a professional and ethical manner, by providing customers with an assessment of the need for Nationwide products and by timely servicing policyowners. The Agent expects Nationwide to provide competitive products, marketing support, and responsive and timely service.

### Authority

- (a) **Appointment.** Nationwide hereby authorizes the Agent:
- (1) to solicit, after being properly licensed under state law and appointed under existing Nationwide guidelines, application for life insurance policies on behalf of Nationwide using forms, rates and guidelines provided by Nationwide.
  - (2) To insure all products sold are suitable for each individual insured/owner.
  - (3) to promptly deliver policies when the conditions governing such delivery have been met.
  - (4) to collect the initial modal premium necessary to place in force or to reinstate a policy in the form of a check payable to Nationwide, or another form of payment agreed to by Nationwide, following all applicable state and/or federal laws and regulations.
  - (5) to service the policyowner.

- (b) **Company Independence**. Each life insurance company's products are separately underwritten and are the sole obligation of the issuing insurer.
- (c) **Relationship with Nationwide**. The Agent is an independent contractor and not an employee of Nationwide.
- (d) **Responsibility**. The Agent agrees to abide by the terms and conditions of this Agreement.
- (e) **Limitation of Authority**. The Agent's authority shall extend no further than as stated in this Agreement. The Agent shall not:
  - (1) make, waive, or change any questions, statements, or answers on any application for an Agent Contract, the contract itself or any application for insurance, the terms of any receipt given thereon, or the terms of any policy or contract;
  - (2) extend or waive any provision of any policy or the time for payment of premiums;
  - (3) deliver any policy unless the health of the insured(s) or annuitant is substantially unchanged from the date of the application;
  - (4) incur any debts or liability for or against us;
  - (5) receive any money for us except premiums as authorized in section (a) (3) above, in the form of a check payable to Nationwide;
  - (6) misrepresent, or fail to disclose accurately, the terms or nature of Nationwide's products;
  - (7) pay any premiums on policies other than The Agent's own, The Agent's immediate family members, or for which The Agent is fiduciary;
  - (8) solicit business in a state where the policy is not approved for sale;
  - (9) violate any published Nationwide policy on viatical sales.
- (f) **No Rebating**. The Agent shall not, whether or not permitted by law, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly.
- (g) **Sales Promotion**. No advertising or sales material referencing our products or Nationwide may be used without our prior written consent. While Nationwide stationary may be made available to the Agent, it is to be used only when promoting our products exclusively.

- (h) **Errors and Omissions Coverage**. The Agent shall obtain and maintain a professional errors and omissions liability policy with minimum limits as published from time to time by Nationwide. To the extent not covered by liability insurance. Each party (“Indemnitant”) shall hold harmless and indemnify the other party (“Indemnitant”), its subsidiaries and affiliates, from any and all expenses, costs, causes of action, penalties and damages resulting from or growing out of Acts or omissions by either party that results in a loss.
- (i) **Compliance**. The Agent shall abide by all applicable local, state and federal laws and regulations in conducting business under this Agreement. The Agent also agrees to promptly report to Nationwide any and all customer or regulatory complaints of which the Agent has knowledge.
- (j) **Books and Records**. The Agent shall maintain, and Nationwide shall have the right to inspect and audit, all records and documents relating to the business of Nationwide conducted by The Agent, or the Agent’s employees. This provision shall survive any termination of this Agreement.
- (k) **Territory**. This Agreement does not confer any exclusive right or territory upon the Agent.
- (l) **The Violent Crime Control and Law Enforcement Act**. The Agent represents and warrants to Nationwide that neither the Agent, nor any Agent, employee or the Agent’s representative providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Agent agrees to defend and indemnify Nationwide with respect to any action brought against Nationwide to the extent that such action is based upon a claim that the engagement by Nationwide of the Agent or any such Agent, employee or the Agent’s representative violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.
- (m) **Investigations; Customer Complaints**. The Agent agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Nationwide, or the Agent. The Agent shall permit appropriate federal and state insurance and other regulatory authorities to audit the Agent’s records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Agent is complying with all applicable laws and/or regulations. The Agent agrees to notify Nationwide of any customer complaints with respect to Policies and to cooperate with Nationwide in resolving all customer complaints with respect to the Policies, or the Agent.

## Compensation

- (a) Compensation shall be made payable directly to the Agent on behalf of our Managing Agent; Nationwide shall not in any way whatsoever be responsible for such payments or be liable for the fulfillment of any obligation of the Managing Agent to the Agent. The Agent is personally responsible for funds due to Nationwide due to chargebacks, etc. Nationwide will provide to the Agent, as an independent contractor, with a 1099 and is not responsible for any tax withholding.
- (b) Nationwide agrees to pay Managing Agent compensation in accordance with the Compensation Schedules attached to this Agreement. These Compensation Schedules may be modified or amended by Nationwide at any time without notice. Notice of changes to the Compensation Schedules may be made through US Mail, email, facsimile, internet, or other form of electronic communication. Nationwide agrees to use its best efforts to provide reasonable written notice to Managing Agent of such changes, if any. Any commission rate changes shall apply to all purchase payments/premiums applied to contracts as of the effective date of the Amendment. Agent agrees to accept all commission payments via Automated Clearing House ("ACH") to the account specified below.

✘ Bank Name \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account # Of Recipient: \_\_\_\_\_  
Account Type: \_\_\_\_\_  
(Checking or Savings)

Nationwide will pay all compensation due Managing Agent either directly to Managing Agent or, as necessary to meet all applicable legal requirements, to the licensed Managing Agent affiliate.

- (c) No applications will be accepted on policies which are not approved in the state where written.
- (d) Nationwide reserves the right to reject any applications submitted under this Agreement.
- (e) Nationwide may in its discretion settle any claim of applicants, policyowners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the policy.
- (f) In order to receive any compensation the Agent must be licensed and appointed with Nationwide in the policy's state of issue at the time of policy issue.
- (g) The Agent is not eligible for any benefits provided by Nationwide.

## Change or Termination

- (a) **Changes**. Nationwide may at any time and from time to time:
- (1) change or modify this Agreement;
  - (2) modify or amend any policy form;
  - (3) fix minimum and maximum limits on the amount for which any policy form may be issued;
  - (4) modify or alter the conditions or terms under which any policy forms may be sold;
  - (5) discontinue or withdraw any policy from any state, without prejudice to continue such form elsewhere;
  - (6) cease doing business in any state.
- (b) **Voluntary Termination**. This is an at-will Agreement; this is not a contract for a definite term or period of time. By notice, any of the parties hereto may terminate this Agreement, without stating any cause, by depositing written notice of termination in regular U.S. mail addressed to the last known address of the other party.
- (c) **Automatic Termination**. This Agreement automatically terminates upon:
- (1) the Agent's death or inability to perform the Agent's responsibilities under this Agreement;
  - (2) the Agent's insolvency or bankruptcy occurring after the date of this Agreement, or if the Agent is a corporation, upon the Agent's dissolution or liquidation;
  - (3) failing to maintain in force specified amounts of a professional errors and omissions liability policy;
  - (4) material violation of any of the provisions of this Agreement or published Nationwide policy relating to Agent conduct;
  - (5) material violation of any state or federal laws or regulations relating to insurance;
  - (6) inducing or attempting to induce our policyowners to relinquish or replaced our policies with such frequency as to indicate a pattern of inappropriate activity;
  - (7) misappropriation or commingling of Nationwide's funds; or

- (8) engaging in a fraudulent act or misrepresenting policy benefits, provisions, or premiums;
  - (9) failure to maintain all State and Federal licenses, registrations, and/or appointments as required by the individual regulating entities/jurisdictions.
- (d) **Indebtedness**. Termination will not dismiss or reduce any indebtedness the Agent owes Nationwide, its subsidiaries or affiliates.
- (e) **Company Property**. All Nationwide supplied material, including but not limited to, manuals, forms, supplies, sales brochures, software, or lists of policy owners or insured persons shall be and remain the property of Nationwide and shall not be shared with, or made known to, any third party without the written consent of Nationwide. Upon termination of this Agreement for any reason, the Agent agrees:
- (1) to assemble and deliver promptly to Nationwide all such material (including copies) whether such be in hard copy form or otherwise; and
  - (2) not to use any such material for the Agent's commercial purposes or for that of any other entity.

## **ANTI-MONEY LAUNDERING**

The Agent shall comply with all applicable and effective anti-money laundering (AML) laws, regulations, and rules including the Bank Secrecy Act as amended by Title III of the USA PATRIOT Act, its implementing regulations, and related rules promulgated by applicable regulators. The Agent shall also comply with the laws and regulations administered by the Office of Foreign Assets Control ("OFAC"). Collectively, these requirements include requirements to establish a written AML program, designate an AML officer, report suspicious activities involving contracts to both Nationwide and regulators, scan records as required by OFAC, and make its AML program available to Nationwide and regulators.

The Agent shall report to Nationwide, without any undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers and involving the contracts. Notice shall be made to the AML Compliance Director by fax to the number stated in the Notice Section of this Agreement. The Agent shall ensure that any activity reported to Nationwide remains confidential and that any report submitted to Nationwide and/or any information related to such report is not disclosed to the customer(s) involved in such report or to any third party. Providing notice to Nationwide of any suspicious activity shall not relieve the Agent of any duty it may independently have to report suspicious activities.



If any investigation arises under this Section involving contracts under this Agreement, The Agent agrees to fully cooperate with Nationwide in the investigation. The Agent will cooperate even if the investigation commences or continues after this Agreement is terminated.

### **Privacy/Confidentiality of Information**

**(a) Confidential Information.** For purposes of this Section, “Confidential Information” means any data or information regarding proprietary information, information identified as Confidential, or information that a reasonable business person would understand to be confidential. This includes, but is not limited to customer information.

Confidential Information does not include information that (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party or by violation of this agreement; (b) was lawfully received by the receiving party from a third party free of any obligation of confidence of such third party; (c) was already in the possession of the receiving party prior to the receipt thereof directly or indirectly from the disclosing party; (d) is required to be disclosed pursuant to applicable laws, regulatory or legal process, subpoena or court order, or (e) is subsequently and independently developed by employees, consultants or agents of the receiving party without reference to or use of the Confidential Information disclosed under this Agreement.

**(b) Customer Information.** For purposes of this Section, “Customer Information” means any non-public personally identifiable information as defined in the Gramm-Leach-Bliley Act and the rules and regulations promulgated there under.

Customer information shall not include information that is not personally identifiable, “de-identified information”. “De-identified Information” may be used by Nationwide and/or its service providers, either alone or in aggregate, for research, studies, and for other business purposes.

**(c) Confidentiality Obligation.** Each party warrants to the other that it shall not disclose or use any Confidential Information, which it may acquire in the performance of this Agreement, for any purpose other than to fulfill its contractual obligations under this Agreement. Additionally, each party shall maintain the other party’s “Confidential Information” with reasonable care, which shall not be less than the degree of care it would use for its own such information. Further more, each party agrees to comply with all applicable privacy laws, rules, regulations and ordinances.

This section shall survive and continue in full force and effect notwithstanding the expiration or termination of the Agreement.

### **General Provisions**

- (a) **Non-Waiver.** Failure of Nationwide to require strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect the right of Nationwide thereafter to require such compliance.
- (b) **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or the officers of the corporation who are licensed and appointed with Nationwide.
- (c) **Prior Contracts.** This Agreement shall supersede any and all prior contract(s) between the Agent and Nationwide, however, any outstanding indebtedness shall survive.
- (d) **Service of Process.** The Agent is not an authorized agent or representative of Nationwide to accept service of legal process, and therefore, the Agent should not accept services. If, however, any paper is served upon the Agent, the Agent shall fax or send by certified mail the same to our General Counsel by certified mail within 24 hours after receipt.


**Notice**

Communications sent pursuant to provisions of this Agreement shall be in writing, shall be delivered personally or sent by U.S. mail, facsimile, or commercial courier and shall be deemed given upon mailing. However, any notice of change of address shall be deemed given only upon receipt by the party to be notified.

If to Nationwide: Nationwide Life Insurance Company  
and/ or  
Nationwide Life and Annuity Insurance Company  
Attn: Vice President, Individual Annuity Operations  
5100 Rings Road, RR1-06-C6  
Dublin, OH 43017

If to Nationwide  
(AML or OFAC  
reporting only): Nationwide Life Insurance Company  
and/or  
Nationwide Life and Annuity Insurance Company  
Attn: Office of Compliance  
One Nationwide Plaza, 7th Floor  
Columbus, OH 43215  
Phone: (614) 249-8690  
Fax: (614) 249-3812

If to NISC: Nationwide Investment Services Corporation  
Attn: AVP- Compliance  
One Nationwide Plaza, 1-07-11  
Columbus, OH 43215

If to The Agent:  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Managing Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Effective Date**

This Agreement shall take effect when the following conditions are met:

- this Agreement is signed by a Vice President of Nationwide;
- this Agreement is signed by a representative of Agent authorized to bind the Agent;
- the Agent has satisfied the licensing requirements of the state(s) where the Agent proposes to market Nationwide’s products;
- The Agent has produced business on behalf of Nationwide.

**Governing Law**

This Agreement shall be governed by the laws of the State of Ohio.

**Entire Contract**

The foregoing represents the entire contract between the parties and no party shall be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing, signed by a Vice President of Nationwide and in the case of the Agent a party authorized to bind the Agent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.



\_\_\_\_\_

(The Agent)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NATIONWIDE LIFE INSURANCE COMPANY  
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY**

By: \_\_\_\_\_

Title: Associate Vice President