



# CONTRACT APPLICATION

COMPLETE ALL QUESTIONS.

FIRST NAME		MI	LAST NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER	NATIONAL PRODUCER NUMBER	
TYPE OF APPOINTMENT		CONTRACT TYPE				TAXPAYER ID NUMBER	CRD NUMBER	
<input type="checkbox"/> LIFE <input type="checkbox"/> ANNUITY <input type="checkbox"/> LLC* <input type="checkbox"/> PARTNERSHIP* <input type="checkbox"/> SOLE PROPRIETORSHIP* <input type="checkbox"/> CORPORATION* <input type="checkbox"/> INDIVIDUAL								
RESIDENCE ADDRESS – STREET, CITY, STATE, ZIP					RESIDENCE TELEPHONE (   )   )			
BUSINESS NAME					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					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					PROFESSIONAL DESIGNATION <input type="checkbox"/> CLU <input type="checkbox"/> CHFC <input type="checkbox"/> LUTCF <input type="checkbox"/> CFP SECURITIES LICENSES <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63 <input type="checkbox"/> RIA			
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   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   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   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   Has your contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm?
- Yes    No   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   Are you currently involved or ever been involved in litigation?
- Yes    No   Do you have past due financial obligations, unsatisfied judgments or liens, including any delinquent state or federal tax obligations?
- Yes    No   Have you ever filed bankruptcy?
- Yes    No   Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business?
- Yes    No   I will conform to the procedures outlined in the "Compliance Manual" and all company product guides.

**Please list all relatives who are currently licensed to sell life insurance, including annuities**

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 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, 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 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.

**AGENT AUTHORIZATION** – Under penalties of perjury, I certify that: 1) The Social Security Number or Taxpayer Identification 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.

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.**

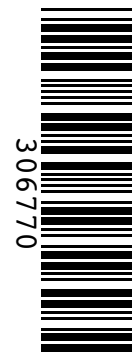
DISTRIBUTOR SIGNATURE	CODE	DATE
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**\*If Officer of a Corporation, LLC, Partnership, or Sole Proprietorship please sign both as Agent and Officer.**

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

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE®

Life Division: PO Box 5088, Sioux Falls, SD 57117-5088 • Phone: 877-872-0757 • Fax: 877-595-8254



- 14. **NON WAIVER** Failure of the Company to require strict compliance with any of the terms of this Contract shall not constitute a waiver of such terms or conditions nor affect the right of the Company thereafter to require such compliance.
- 15. **SEPARABILITY** The provisions of this Contract will be considered to be separable and independent from each other, and in the event any provision of this Contract is found to be invalid, it will not affect the validity or effectiveness of the remaining provisions.
- 16. **SUPPLEMENTS, ADDENDUMS, AND AMENDMENTS** Supplements, Addendums and Amendments to this Contract shall run concurrently with it and are subject to the terms and conditions of the contract thereof, except as specifically modified by the Supplement, Addendum or Amendment.
- 17. **MEDIATION AND ARBITRATION OF DISPUTES** Any disputes or controversies between you and the Company arising out of or relating to your contract may, upon written demand of either party, be submitted to mediation and non-binding arbitration administered by the American Arbitration Association or a similar arbitration organization agreed upon by you and the Company, under the organization's then-applicable mediation and arbitration rules. This clause in no way limits or restricts the rights of you or the Company to obtain relief in a court of competent jurisdiction.
- 18. **ENTIRETY OF CONTRACT** This Contract and any supplements, amendments, addendums, or guarantees plus the producer contract application and agreement form the complete contract between you and the Company. Any amendment, supplement, or addendum to this contract must be in writing. Your signed Contract on file with the Company will control as to form and content.



By: \_\_\_\_\_  
 (Signature on Contract Application #O-2622 incorporated herein)  
 Recruiting Agent

BY: \_\_\_\_\_  
*Scott A. Dunlock*  
 Company Officer

Accepted:

By: \_\_\_\_\_  
 (Signature on Contract Application #O-2622 incorporated herein)  
 Managing General Agent

BY: \_\_\_\_\_  
*Jeanette M. Ruz*  
 Company Officer

SPECIMEN



## 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.

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		_____ AGENT/AGENCY NAME AND NUMBER	
_____ BRANCH		_____ ACCOUNT NUMBER	
_____ CITY	_____ STATE	_____ ROUTING NUMBER	
_____		_____	
AGENT/PRINCIPAL SIGNATURE		DATE	

Mail or fax completed form along with a voided check to the appropriate Life or Annuity Division at the address below.

### VOIDED CHECK REQUIRED

North American Company for Life and Health Insurance®

**Life Division:** Agency Services • PO Box 5088 • Sioux Falls, SD 57117-5088  
Phone: 877-872-0757 • Fax: 877-595-8254 • Email: teampurple@sfgmembers.com

**Annuity Service Center:** P.O. Box 79905 • Des Moines, Iowa 50325-0905  
Phone: 866-322-7068 • Fax: 866-322-7072 • Email: annuitylicense@sfgmembers.com



## Annualization Addendum

Distributor/Producer Name (please print): \_\_\_\_\_

Distributor/Producer Code: \_\_\_\_\_

In signing this Annualization Addendum, I acknowledge I have read the applicable terms and conditions. I understand any amounts paid as Annualization Commissions are loans and not advances. In the event I am no longer under contract, any Unearned Annualization Commission amounts paid to me are to be repaid to the Company on demand. The Company reserves the right to accept or reject this Addendum and I understand and acknowledge the Company may terminate this Addendum at any time and for any reason. This Addendum shall terminate automatically upon termination of my Contract with the Company.

Please set maximum amount of Annualization per Annualized Policy at \$ 1000 ("Annualization Cap").

Signature of Distributor/Producer: (Required)	Date:
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Signature of Distributor: (Required)	Date:
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*Please retain a copy of this Addendum for your records and send the original to the Company.*

### FOR OFFICE USE ONLY

Processed and Accepted by the Company:  By: _____ Date: _____ ("Effective Date")
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## Terms and Conditions

### 1. Definitions.

- All capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in your contract with the Company (the "Contract").
- An "Annualized Commission" is an advance of a percentage of first year commissions on New Business to you. Annualized Commissions are computed by multiplying the Annualization Percentage by the first year commission rate for New Business, as specified in the applicable commission schedule. Commissions will only be annualized in Year 1 of the Company Product.
- The "Annualization Percentage" is the percentage of first year commissions that the Company will pay you. The Annualization Percentage is identified above and may be modified from time to time by the Company upon written notice to you as set forth in the Contract.
- "Annualized Policy" means New Business for which an Annualized Commission has been paid to you.
- "New Business" means a life insurance policy issued by the Company for which the Company has received full payment of the first modal premium and all outstanding policy requirements. New Business does not include annuities or unscheduled or excess premiums on universal life products.
- "Unearned Annualized Commissions" means Annualized Commissions for which the first year commission on New Business has not been earned.

### 2. Annualized Commission Payment.

- The Company will pay an Annualized Commission to you on New Business eligible for annualization. The Company reserves the right, in its sole discretion, to determine whether New Business is eligible for annualization under this Addendum.
- An Annualized Commission will be reported as income for tax purposes at the time it is paid to and received by you
- The Company will credit first year commissions, as those commissions are earned, against the sum of Annualized Commissions paid on Annualized Policies pursuant to the Automatic Commission Withholding Process set forth in Section 3 below. Any remaining balance of first year commissions, after crediting those commissions against paid Annualized Commissions, will be paid to you as earned.

- The maximum annualization amounts allowed as a percentage of Annualized Commissions shall be seventy-five percent (75%), except the maximum annualization for annual policies, which shall be one hundred percent (100%).
- The Company reserves the right to determine the maximum amount of Annualized Commissions to be paid in any calendar month to you.
- The Annualization Cap is the maximum amount of Annualized Commissions to be paid on New Business. Such amount shall not exceed: \$10,000.

### 3. Automatic Commission Withholding Process.

- You shall be provided a commission statement via the Company's website, which statement shall accumulate new available Annualization Commissions and generate electronic funds transfers for amounts payable of \$50 or more.
- Annualized Commissions will be deposited to your bank account on the second working day after a commission cut-off is completed.
- In consideration for receipt of Annualized Commissions under the Annualization Addendum, you authorize the Company to withhold first year commissions earned on an Annualized Policy until the sum of those first year commissions equals the amount of Annualized Commissions paid for that Annualized Policy.
- If first year commissions earned on an Annualized Policy are insufficient to offset Unearned Annualized Commissions for that Annualized Policy, the Company reserves the right to offset any Unearned Annualized Commissions from all first year and renewal commissions otherwise be payable to you.
- In the event an outstanding balance of Unearned Annualized Commissions exists despite (d) and (e) above, the Company reserves the right to seek repayment of that outstanding balance from you pursuant to the Contract.
- Any indebtedness incurred under this Addendum for which recovery cannot be made pursuant to (d), (e) or (f) of this Section 3 shall be governed by the terms for indebtedness included in the Contract.

### 4. The terms and conditions of the Contract are applicable to this Addendum.



### 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   x   [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.  
*(Required for all entity types)*:

Name	Office

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.**