



CONFIDENTIAL HISTORY REPORT

MGA IMC
 Agent

Agent Number _____
 (Home Office Use Only)

All Questions Must Be Completed.

Full Name _____			Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
(First Name)	(Middle Initial)	(Last Name)	
Business Name _____		Contract Type: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____	
Check box for desired mailing address			
<input type="checkbox"/> Resident Address _____			
(Street, City, State, County, ZIP Code)			
<input type="checkbox"/> 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 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 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 Has your contract or appointment ever been terminated involuntarily by an insurer?
- 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 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?
- Yes No Are you currently licensed in your residence state? If yes, please attach a copy of your license.
- Yes No Are you currently licensed as a non-resident in any state? If yes and you would like to be appointed in that state, attach a copy of that license, and appointment fees.
- Yes No I certify that I have received, understand and will conform with the procedures outlined in the brochures Partnering with You on Compliance Matters
- Yes No Do you have Errors & Omissions coverage? (Required by North American Company.) **PLEASE PROVIDE COPY OF DECLARATION PAGE.**

Please indicate other companies with which you are currently licensed: _____	
Do you have a NASD license? <input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, who is your Broker-Dealer? _____
What products do you sell? <input type="checkbox"/> Life <input type="checkbox"/> Variable <input type="checkbox"/> LTC <input type="checkbox"/> Group <input type="checkbox"/> Disability <input type="checkbox"/> Senior <input type="checkbox"/> Small Business <input type="checkbox"/> 403(b)	
Annual Earnings: _____	

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, 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 on this application are true and complete.

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.

I understand that 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, personal characteristics or mode of living. I authorize North American or any of its affiliates¹ to obtain a consumer report and Vector One report in connection with this application. I further authorize North American or any of its affiliates or their duly authorized representative to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity in order to obtain a record of such history, status or activities; and I hereby authorize the release of such information by such organization or individual about any debit balance I may incur to Vector One, its successors, or any organization designated to replace Vector One.

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

Signature _____

Date _____

NOTICE REGARDING CONSUMER REPORTS

In connection with your application for an agent's contract with North American Company for Life and Health Insurance Company (North American), North American may obtain one or more reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living from a consumer reporting agency. If North American plans to use any information in a consumer report in a decision not to contract with you or to make any other adverse contracting decision regarding you, it will provide you with a copy of the credit report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before it takes any adverse action. If any adverse action is taken against you based upon a consumer report, North American will notify you that the action has been taken and that the consumer report was the reason for the action.



NORTH AMERICAN COMPANY FOR LIFE & HEALTH INSURANCE'S

PRODUCER'S AGREEMENT

1. RELATIONSHIPS

The ATTACHED AGREEMENT is made by and between North American Company For Life and Health Insurance ("NACOLAH", "Company" or "its"), the undersigned Producer ("Producer", "you", "your"), and the undersigned Managing General Agent ("General Agent"). The Producer shall act in the good faith when dealing with NACOLAH's policyholders and acknowledges that all policies and the information contained therein are the property of NACOLAH. The Producer is an independent contractor for NACOLAH and not an employee of NACOLAH.

Incorporated into this Agreement as an integral part is Commission Schedule Form # L - _____.
(Indicate the selected Commission Schedule form number.)

This Agreement shall be effective on the date indicated below.

Producer: _____ **Code:** _____

Agency Name: _____

Agent (please print): _____

By: _____
(Authorized signature)

Social Security or Tax Identification Number: _____

Managing General Agent: _____ **Code:** _____

Printed Name: _____

By: _____
(Authorized signature)

North American Company for Life and Health Insurance

By: _____
(Authorized signature)

Title: _____

Effective Date: _____

2. AUTHORITY

a) The Producer agrees to:

1. procure applications for policies written by NACOLAH and, if applicable, recommend qualified solicitors, agents and/or brokers for NACOLAH appointment,
2. promptly forward all applications and initial premiums to NACOLAH,
3. take all reasonable steps to deliver policies issued by NACOLAH in accordance with NACOLAH's underwriting guidelines and agent bulletins; in the event policy delivery is not possible then you must return the policies immediately to NACOLAH's home office,
4. make reasonable efforts to maintain NACOLAH's policies and provide reasonable assistance to NACOLAH's policyholders,
5. operate in strict compliance with all applicable laws and regulations,
6. supervise and be responsible for keeping your agents and brokers informed of NACOLAH's published rules, guidelines, procedures, and practices which your General Agent provides to you,
7. exercise reasonable due care for the faithful performance, fidelity and honesty of your employees, agents and brokers and to maintain responsibility for all funds collected and business done by or entrusted to you and your employees,
8. promptly report to NACOLAH, in writing, any known or alleged misappropriation of funds by any agent, broker or employee regardless of whether such known or alleged misappropriation is with respect to funds of NACOLAH or funds of any other person or company,

9. fully cooperate with NACOLAH in any investigation or proceeding of any federal, state or other regulatory or governmental body, or court, if it is determined by NACOLAH that the investigation or proceeding affects matters covered by or arising out of this Agreement,
 10. immediately notify NACOLAH if it is served with any legal document received by you through any medium or if you have knowledge of any legal or administrative action, and
 11. maintain any and all state insurance licenses and to be in good standing with all applicable state and regulatory authorities.
- b) The Producer may:
1. solicit, personally and through brokers and agents, applications for NACOLAH insurance policies described in the Schedule of Commissions, and
 2. collect the full initial premium for the NACOLAH policies.

3. LIMITATION OF AUTHORITY

The Producer may not:

- a) make, alter or discharge any NACOLAH policy, contract, temporary insurance agreement or other NACOLAH agreement,
- b) pay any premium personally or rebate premium to any policyholder,
- c) waive or modify any terms of any NACOLAH policy or contract, including rates or conditions of limitation,
- d) execute any documents on behalf of a proposed NACOLAH insured or policyholder,
- e) approve evidence of insurability,
- f) bind or commit NACOLAH to any policy, contract, risk or otherwise, except to NACOLAH's temporary insurance agreement,
- g) deliver to a NACOLAH applicant any policy where the health of the applicant at the time of the delivery is other than as stated in NACOLAH's application for insurance,
- h) receive any premiums after the initial premium,
- i) extend time for any premium payment or reinstate any lapsed policy,
- j) adjust or settle any claim,
- k) retain any issued NACOLAH policy beyond thirty (30) days of issue,
- l) enter into any legal proceedings pertaining to NACOLAH or obligate NACOLAH for any expenses with respect to such proceedings,
- m) publish or circulate any advertisement, sales literature, policy analysis, proposal (other than Company provided illustration software), or other printed material referring to NACOLAH or its products without NACOLAH's prior written consent.
- n) exercise any authority on behalf of NACOLAH other than as authorized by Section 2 of this Agreement,
- o) waive any forfeiture outstanding debts, and
- p) incur any expenses not authorized by the Company.

4. NACOLAH'S RIGHTS

NACOLAH at any time may:

- a) discontinue any policy form in any state,
- b) change any policy form or premium rate,
- c) determine maximum or minimum policy limits,
- d) change the conditions under which any policy may be offered,
- e) change, delete or add any NACOLAH procedure, guideline or practice,
- f) cease doing business in any state,
- g) change compensation for new business without your consent but announced in a General Agent bulletin,
- h) determine whether to accept any applications and determine underwriting standards with respect to any application,
- i) recapture underwriting expenses in accordance with NACOLAH's New Business Department's standards and guidelines,
- j) terminate any agent or broker for any reason with appropriate notice, and
- k) choose not to contract or appoint any agent or broker recommended by you for any reason.

5. COMPENSATION

The Producer agrees that:

- a) you shall accept such compensation from NACOLAH as your sole compensation for all matters covered in this Agreement and under your "Schedule of Commissions",
- b) no compensation or financial benefits shall be payable to you by NACOLAH under this Agreement that are not expressly provided for in this Agreement and in your "Schedule of Commissions",
- c) your compensation shall consist of commissions earned on premiums paid on policies issued by NACOLAH on applications obtained by you or your producers in accordance with this Agreement.

- d) commission rates shown on your "Schedule of Commissions" are effective as of the effective date stated on the applicable schedule,
- e) your compensation will be paid at the commission rates in effect at the time a NACOLAH application is submitted to us according to the "Schedule of Commissions" and payment method agreement,
- f) commissions shall not be paid on premiums being waived under any non-forfeiture or waiver of premium provision of any NACOLAH policy, including retroactively waived premium,
- g) in the event of the rescission or cancellation by us of any policy, or if commission is paid to you in error, all such compensation paid to you and/or to your agents or brokers shall be promptly refunded by you to us,
- h) commissions may be paid for certain internal replacements, to the extent that new commissions exceed previous commission payments, depending upon the types of policies involved and the age of the replaced policy. A lapse or surrender of a policy from six months before to six months after the issue of a new policy is construed to be a replacement. Commission will be adjusted appropriately,
- i) for all riders, unless otherwise announced, the rates of commission are the same as the policy to which they are attached if they are added at the time of issue. If riders are added after the first year, the renewal commissions rates, if any, will apply,
- j) target premium is the maximum amount on which first year commissions are paid. On certain products target premium equals base premium or extra interest premium. Excess premium is the amount over the target premium on which excess commissions are paid. Certain universal life policies have maximum commissionable target premiums. Refer to your "Schedule of Commissions" for details,
- k) table ratings and permanent flat extras receive full commissions on term policies and most universal life policies, subject to maximum commissionable premium, and

6. VESTING

The Producer agrees that:

- a) except as provided herein, all first year and renewal commissions will vest immediately,
- b) vesting, if any, applies only to business remaining in force after termination of this Agreement,
- c) if this Agreement is terminated by NACOLAH for cause, commissions from the date of termination are excluded from vesting.
- d) if, after termination other than by cause, commissions are less than \$600 in any calendar year, NACOLAH shall have the option of purchasing from the Producer any future commission payable for their present value. "Present Value" as used here means the value of such commissions determined by NACOLAH on the basis of accepted actuarial practices,
- e) if you are appointed as a sole proprietorship and this Agreement is terminated by your death or physical disability at a time when commissions are payable to you,
 - i) the Company will continue to pay, for the vesting period specified in this section, such commissions to your legal surviving spouse during his or her life, and,
 - ii) thereafter to such persons as your spouse may appoint by will or, in default of appointment, to your spouse's legal representative, and
- f) if this Agreement is terminated by your mental disability or if you die leaving no legal surviving spouse, such commissions will be payable to your legal representative.

7. INDEBTEDNESS

You shall be responsible for your and your employees' present and future indebtedness to NACOLAH. The Company may offset such indebtedness from compensation otherwise due to the Producer from NACOLAH. Any unsatisfied indebtedness to NACOLAH shall accrue interest at a rate equal to NACOLAH's current practice rate and shall be payable upon demand together with all collection costs incurred by NACOLAH.

8. TERRITORY

The General Agent has not been assigned an exclusive territory or market segment.

9. ASSIGNMENT

NACOLAH, by any of its officers or designated employees, must approve in writing any assignment of this Agreement or any current or future compensation assignment under this Agreement. NACOLAH does not assume any responsibility for the validity, sufficiency, or tax consequences of any assignment. No assignment shall be effective until any indebtedness to NACOLAH incurred prior to, or subsequent to, such assignment is satisfied.

10. INDEMNITY

- a) The Producer will indemnify and hold NACOLAH harmless from all expenses (including reasonable attorneys' fees incurred by the Company), loss or damages (including punitive and extra contractual damages) suffered by NACOLAH because of violation of, or refusal or failure to comply with the terms of this Agreement or with any federal or state laws, rules or regulations, or resulting from unauthorized acts or transactions, errors or omissions by the Producer or the Producer's employees in the performance of its services under this Agreement.

- b) NACOLAH will indemnify and hold the Producer harmless for all non-commission related expenses, loss or damage suffered by the Producer resulting from any intentional act or omission by the Company or any of its employees contrary to the terms and provisions of this Agreement, or any claim under or in connection with the issuance or sale of products provided that such claim does not arise out of an act or omission by Producer contrary to the terms of this Agreement. However, NACOLAH will not be liable to the Producer for any legal or other expense the Producer chooses to incur, solely on its own, in connection with any such error.
- c) The Producer shall maintain Errors & Omissions liability insurance coverage and a Bond of Indemnity in such amount during the term of this Agreement and in such terms as NACOLAH may from time to time determine. The Producer shall provide evidence of such coverage when requested by NACOLAH.
- d) Additionally, the Producer will communicate that the Company requires all agents and brokers to have and maintain Errors and Omissions liability insurance covering themselves during the term of this Agreement.

11. RECORDS AND CONFIDENTIALITY

The Producer shall keep full and true records of all business transacted by such Producer and by producers appointed by the Producer. NACOLAH may, during regular business hours, examine any of these records pertaining to NACOLAH's business which are reasonably necessary to show compliance with this Agreement or meet regulatory requirements. All records, books, and papers supplied by NACOLAH shall be and remain the property of NACOLAH and shall be delivered to NACOLAH upon demand.

12. TERMINATION

The Producer agrees that:

- a) this Agreement may be terminated by any party to the Agreement upon thirty (30) days written notice by certified mail, return receipt requested,
- b) if the Producer is a corporation, corporate dissolution or cessation of doing business will cause immediate termination of this Agreement,
- c) if the Producer is a partnership, death of one of the partners will cause immediate termination of this Agreement,
- d) if the Producer is an individual, his or her death, will cause immediate termination of this Agreement,
- e) if the Producer is an individual or corporation, bankruptcy or commission of any act of bankruptcy, will cause immediate termination for cause of this Agreement,
- f) NACOLAH at any time also may terminate this Agreement immediately for cause. "For cause" includes any determination by NACOLAH that the Producer:
 - i) has breached this Agreement,
 - ii) has become involved in any legal or regulatory proceeding which might impair its ability to perform its obligation,
 - iii) has committed, or attempted to commit, an illegal or fraudulent act,
 - iv) has encouraged the replacement of NACOLAH policies,
 - v) has acted detrimentally towards NACOLAH or its policyholders,
 - vi) has withheld funds or documents from NACOLAH or its policyholders,
 - vii) has misrepresented NACOLAH's products or services,
 - viii) or has misrepresented, falsified or omitted (or has encouraged or attempted to misrepresent, falsify, or omit) material information furnished to NACOLAH on any applicable license or bond or if the applicable license or bond is refused, canceled, or not renewed,
- g) upon termination, the Producer or its legal representative will immediately cease acting on behalf of NACOLAH, will return all of NACOLAH's property, and will promptly account to NACOLAH for all funds held on behalf of NACOLAH, and
- h) commissions will continue to vest as provided in Section 6 of this Agreement.

13. CONSTRUCTION AND EFFECT

The Producer and NACOLAH agree that:

- a) as used in the Agreement, the term "Producer" includes the Producer and the Producer's employees,
- b) the term "contract" includes any NACOLAH policy, certificate, endorsement, rider, temporary insurance agreement, addendum or agent agreement,
- c) this Agreement constitutes the entire understanding between NACOLAH, the General Agent, and the Producer and supersedes all prior agreements,
- d) failure to exercise any right in this Agreement will not constitute a waiver,
- e) any written notice under this Agreement must be delivered by certified mail, return receipt requested and postage prepaid, to the last address furnished in writing by either party to this Agreement to the other,
- f) Illinois law governs this Agreement.



North American Company for Life and Health Insurance Annuity Service Center PO Box 79968 Des Moines IA 50325-0968 Toll-free: (866) 322-7068 • Fax: (866) 322-7072

Contract Application

Complete all questions.

Licensing Requirement: You must complete the online Agent Certification before you solicit annuity business. Please go to (www.nacolah.agentcertification.com).

Full 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 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 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?
- Yes No I certify that I have received, understand and will conform with the procedures outlined in the brochures Partnering with You on Compliance Matters and North American Company Product Guide.
- Yes No Do you have Errors & Omissions coverage? (Required by North American Company.) **PLEASE PROVIDE PROOF OF E & O COVERAGE.**

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 Senior Small Business 403(b)

CONDITIONS AND AGREEMENTS

I agree to complete the online Agent Certification course before soliciting annuity business for NACOLAH. 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 (NACOLAH). 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 NACOLAH. I agree not to solicit business until I have been notified by NACOLAH that I am authorized to do so.

I represent and warrant that all information and answers to questions are true and complete. Any Marketing materials which have not been provided by NACOLAH must be approved by the Home Office 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.

I understand the Fair Credit Reporting Act requires NACOLAH to notify me that as a routine part of processing my contract application, an investigative consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living. I authorize NACOLAH to obtain a consumer report in connection with this contract application. I further authorize NACOLAH or it's duly authorized representative 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 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 contract application and (c) authorize NACOLAH to release information about any debit balance I may incur to Vector One, its successors, or any organization designated to replace Vector One.

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

Signature **X** _____

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 (NACOLAH) (hereinafter individually and/or collectively called "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 the Company's products for the consideration as stated in the Contract and Commission Schedule attached hereto and made a part hereof, mutually agree to the following terms.

A. 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 shall be deemed an independent contractor and 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. For the purpose of this Contract, "agents and subagents" shall mean you and your employees, any agent or broker you obtain or solicit who becomes a contracted agent or broker with the Company and 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 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.

B. SETTLEMENT WITH THE COMPANY

Only the initial premium on applications procured by you may be collected by you. All premium settlements shall be by federal funds wire, credit card 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 policy, shall be immediately forwarded to the Company. You shall not at any time when making such settlements deduct for any commission due to you.

C. DELIVERY

Where applicable, delivery of a policy 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 policy, the first premium has been fully paid; and sixty (60) days has not elapsed from the date said policy was issued by the Company. A policy 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 policy 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.

D. 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.

E. CHANGE OF POLICY 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 policy form, in any territory without prejudice to our right to continue use of said form in any other territory, discontinue or withdraw any policy form in all territories and resume the issuance or use of any policy form in any territory or territories, at any time.

F. 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.

G. RESPONSIBILITY OF THE AGENT

You shall be liable to the Company for the payment of all monies, including any advances or liabilities due or owed to the Company, including any affiliated entity of the Company, by you. Liabilities due or owed include any advances or liabilities under this contract; liabilities created by any 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 and you 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 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 to the Company, and on demand, you shall promptly pay the Company the amount of such debt. 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, or money damages that the Company may incur in the collection of any indebtedness owing or for any legal action brought by or against you.

H. 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 mails, 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. 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.

I. 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 policy is in force and effect on such due date. We reserve the right notwithstanding the provision of paragraph K hereof, to unilaterally revise the commission rates or conditions on any one or all of the policy 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 policy, 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 refund any premium on which you or any agents and subagents, were paid any commission, then such commission shall be charged back.

J. 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.

K. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions 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.

L. 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.

M. CONSTRUCTION AND VENUE

To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Illinois 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 Cook County, Illinois, except such action as may be necessary by the Company to protect, preserve and realize its interest in your assets located in another jurisdiction.

N. 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.

O. TERMINATION

Except to the extent prohibited by applicable law, this Contract shall be automatically terminated in the event of your ceasing to be licensed, including being placed on suspended status, as required by an applicable state insurance department having jurisdiction; committing a felony; withholding or misappropriating any money or property belonging to us; failing to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction under the Contract; committing any fraud; committing an act of embezzlement; or death (or if you are a partnership or a corporation, upon any event legally or contractually causing the dissolution of the partnership or corporation. However, we may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution). Should you be terminated under this paragraph, you will forfeit all your rights to any further payments under this Contract, except where such termination is a result of your ceasing to be licensed or your death. In the event that you are no longer licensed or your death, you or your designated beneficiary shall continue to receive payments under this Contract, if any.

The Company may terminate this Contract, at any time, upon giving notice (as provided in Section H) in the event of your subjecting us to liability due to your misfeasance or malfeasance or your failing to conform to the rules and regulations of the Company or your failing to pay any indebtedness to the Company on demand or your replacing any of the Company's policies with another company's. Should you 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 H), in the event of an involuntary assignment by you for benefit of your creditors; your bankruptcy; or your total and permanent disability.

This Contract may also be terminated by either party without cause by giving thirty (30) days 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.

Upon any termination of this Contract, you shall immediately pay in cash any sums due hereunder and 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, excepting only those items which the Company shall specifically notify you in writing that you are then permitted to maintain for servicing purposes.

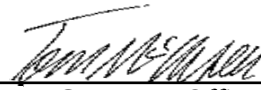
The obligations of you, and any agents and subagents arising under the Contract shall survive the termination of the Contract, whether such obligations arose prior or subsequent to the termination of this Contract.

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