



321 Middle Country Road
PO Box 863
Smithtown, NY 11787
Phone: 631-265-7456 Fax: 631-265-7054
www.victorson.com

Dear Producer,

Welcome to Victorson Associates, Inc.! Attached you will find the **Principal Life Insurance** contracting paperwork you requested. Please forward completed paperwork back to me at above address, e-mail or fax for processing.

Please be thorough in completing the forms. Once you have them completed, please take a moment and make sure you have attached the following:

1. Completed and signed contracting paperwork
2. Direct Deposit form completed along with copy of voided check – required.
3. Proof of AML certification (active within 24/48 months). If AML taken through LIMRA please note latest date completed, if taken another way please complete the AML training Info form.
4. A copy of your state life license (where appointment is requested). If Corp appointment is to be set up the please include both individual and corporate license.
5. Copy of current E & O coverage.

At Victorson Associates, Inc. we appreciate your business. Once we receive notice that your appointment with the carrier is complete we will e-mail you confirmation.

If you have any questions at all, please feel free to contact me.

Sincerely,

Linda DePinto

Linda DePinto
Licensing Coordinator
lindad@victorson.com

Date: _____

Insurance Company: <u>Principal Life Insurance</u>
Submitting Office Name and Number: <u>Victorson Associates #698-0021</u>
Office Contact Person: <u>Linda DePinto (lindad@victorson.com)</u>

Producer Information Form

Contract is for (please check only one):

- Individual
 Partnership
 Corporation

_____ SSN or TIN _____
(Name)

DBA (if applicable): _____
(Name)

Home Address (if an individual): _____
(Street/City/State/Zip)

Number of Years at Current Address: _____ (please provide prior address if less than three years)

Prior Address: _____
(Street/City/State/Zip)

Business Address: _____
(Street/City/State/Zip)

E-mail Address: _____ Website Address (if any): _____

Business Phone: (_____) _____ Date of Birth (if an individual): _____

Fax Number: (_____) _____ Cell Phone Number: (_____) _____

Place of Birth (if an individual): _____
(City/State/Country)

Country of Citizenship (if an individual): _____

If you are not a US citizen, you may be asked to provide documentation evidencing your US immigration status and authority to seek employment in the US.

Please identify any prior names, aliases, or business names used by the applicant in the past 10 years:

State Insurance License: Please provide your current state licensing information. Appointments will be processed at the time business is received.

State	Line(s) of Authority	License Number	Resident (R) or Non-Resident (NR)
	<input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Variable Life		<input type="checkbox"/> R <input type="checkbox"/> NR
	<input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Variable Life		<input type="checkbox"/> R <input type="checkbox"/> NR
	<input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Variable Life		<input type="checkbox"/> R <input type="checkbox"/> NR

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Errors and Omissions Insurance (Complete below or attach a copy of certificate of insurance or declarations page)

Limits of Liability	Policy Number	Carrier	Policy Expiration Date	Products/ Services Covered

Broker-Dealer Affiliation:

(name) (city) (state) (zip)

FINRA Registration (You are required to complete this section only if you wish to be appointed with the Insurance Company to sell variable life or variable annuities.):

CRD Number: _____

Series	Date Received	Series	Date Received

Regulatory and Background Questions (Required)

Please answer the following questions on behalf of the individual or entity (partnership or corporation) applying for the contract. In the following questions "you" means the individual or entity applying for the contract. If you answer "yes" to any question, please explain.

1. Have you ever had an insurance or securities license denied, suspended, canceled or revoked? Yes No
 2. Has any regulatory or self-regulatory organization ever sanctioned, censured, penalized or otherwise disciplined you? Yes No
 3. Have you ever been charged with, convicted of or pled no contest to any violation of federal or state securities, insurance or investment related laws or regulations? Yes No
 4. Has a bonding or surety company ever denied, paid out on, or revoked a bond for you? Yes No
 5. Have you ever been the subject of an insurance or securities-related customer complaint for action or inaction on your part? Yes No
 6. Has any E&O carrier ever denied, paid claims on, or canceled your coverage? Yes No
 7. Have you personally ever filed a bankruptcy petition or been declared bankrupt? Yes No
 8. Do you currently have any unsatisfied judgments, liens, collection items or accounts more than 120 days late? Yes No
 9. Are you indebted to any insurance company, its management, or general agent for an unpaid balance? Yes No
 10. Have you ever been convicted, pled guilty or "nolo contendere" to any of the following crimes: (This includes disclosing any records which you believe have been expunged or sealed.)
 - Any felony? Yes No
 - Any misdemeanor other than a minor traffic offense? Yes No
 11. Have you encouraged, solicited, or knowingly participated in the issue of a life insurance policy when it was known at the time of issue the policy, or a beneficial interest in the policy, would be sold or assigned to a group of investors? This includes situations where premiums were financed and the primary exit strategy for the loan was a sale of the policy to a third party of investors..... Yes No
 12. Are you now subject of any complaint, investigation or proceeding which could result in a yes answer to any of the above questions? Yes No
- If you answered "yes" to any of the questions above, please explain in detail. Attach additional sheets if necessary.

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Principal Life Insurance Company
Principal National Life Insurance Company
Members of Principal Financial Group®

Mailing Address:
Des Moines, IA 50392-0470

Consumer Report
Authorization

I understand that nothing in this application or granting of an interview is intended to or does create a contractual relationship between Principal Life Insurance Company and/or Principal National Life Insurance Company (collectively the "Insurance Company") or their affiliates or subsidiaries and the applicant. No promises of an offer of a marketer contract has been made to me, and I understand that no such promise is binding on the Insurance Company unless made in writing by an officer of the company. If the Insurance Company does enter a marketer contract with me, I understand that I will be an independent contractor and that both the Insurance Company and I may terminate my contract at any time for any reason.

I hereby authorize Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") to obtain in connection with my application for a contract and/or appointment as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, and/or to obtain for purposes of evaluating me for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, a consumer report regarding my criminal record, credit history, driving record, education record, and job history, or otherwise bearing on my credit worthiness, credit standing or capacity, character, general reputation, personal characteristics, or mode of living, and may include information obtained from FINRA. I understand a Central Registration Depository (CRD) report may be ordered and reviewed. This authorization specifically includes the procurement of a consumer report in connection with my application as well as the procurement of a consumer report at any time during my tenure as a marketer with Principal Life and/or Principal National or affiliated entity.

Any consumer report information obtained may be shared among Principal Life and/or Principal National's affiliates in connection with hiring, appointment, promotion, reassignment, and/or retention decisions.

I also authorize the appropriate individuals, entities, companies, institutions, or agencies to disclose responsive information, and to the extent permitted by law I release them from any liability as a result of such disclosures. To the extent permitted by law, I also release Principal Life and/or Principal National and their subsidiaries and affiliates from any liability which may result from this investigation.

To the best of my knowledge and belief, all the information which I have given to the Insurance Company in connection with this application for contracting is complete and correct. I understand that any false information in this application or other documents required by the Insurance Company may result in this application for a marketer contract being denied or the marketer contract being terminated.

I understand that a photocopy of this authorization may be accepted with the same authority as the original. I was given (1) the Consumer Report Disclosure and (2) the Summary of Your Rights Under the Fair Credit Reporting Act before signing this document.

- FOR APPLICANTS IN CALIFORNIA ONLY:** I was also given the Additional Consumer Report Disclosure for California Applicants.
- FOR APPLICANTS IN CONNECTICUT ONLY:** I was also given the Additional Consumer Report Disclosure for Connecticut Applicants.
- FOR APPLICANTS IN MINNESOTA ONLY:** I was also given the Additional Consumer Report Disclosure for Minnesota Applicants.
- FOR APPLICANTS IN NEW YORK ONLY:** I was also given the Additional Consumer Report Disclosure for New York Applicants.
- FOR APPLICANTS IN OKLAHOMA ONLY:** I was also given the Additional Consumer Report Disclosure for Oklahoma Applicants.
- FOR APPLICANTS IN WASHINGTON ONLY:** I was also given the Additional Consumer Report Disclosure for Washington Applicants.

~~Signature~~ _____

Printed Name _____

Home Address (do not use P.O. Box address) _____

Month and Day of Birth (year) _____

Date _____

Social Security Number _____

Sign and return pages 1, 2 and 3. Keep pages 4, 5, 6, 7 and 8 for your records.

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18. GENERAL PROVISIONS

- a. **Survival.** Termination of this Contract will not relieve either party of any previously accrued obligations or of any obligations that by their nature are intended to survive termination. The provisions of this Contract relating to Confidential Information, Commissions While Under Contract, Preservation of Business and Relationships and Indemnification shall survive the termination or expiration of this Contract.
- b. **Entire Contract.** This Contract, including the relevant Commission schedule(s), represents the entire agreement between Broker and the Company. No promise, agreement, understanding or representation will be binding on the Company unless it is made in this Contract or the relevant Commission schedule(s), or by a written instrument signed by Broker and a vice president or higher officer level of the Company except as provided herein. This Contract and the relevant Commission schedule(s) may be amended or modified by the Company upon written notice to Broker. Each such amendment will be binding on both parties despite any lack of additional consideration.
- c. **Governing Law.** This is an Iowa Contract and will be construed in accordance with the laws of the state of Iowa.
- d. **Severability.** If any provision of this Contract is held to be unenforceable under any Applicable Law, such provision will be ineffective for that jurisdiction and the remaining provisions of this Contract will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
- e. **Non-waiver.** Any lenience in enforcing strict compliance with Contract provisions for forbearance by the Company in enforcing them will not be interpreted as a present waiver of those provisions, nor as a waiver of the Company's rights to enforce the same in the future. No term or provision of this Contract will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented.
- f. **Successors and assigns.** This Contract will inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Nothing in this paragraph will be construed to permit any attempted assignment which would be unauthorized pursuant to any other provision of this Contract.

Each party represents that the individual signing below on its behalf has read this Contract, understands it, and has full authority to bind such party.



Signature of Broker

Date (mm/dd/yyyy)

Signature of President—Principal Life Insurance Company

Date (mm/dd/yyyy)

Signature of President—Principal National Life Insurance Company

Date (mm/dd/yyyy)

This document may not be modified other than to supply the requested information and to sign it.

For Residents of California

In connection with your application for a contract and/or appointment as a marketer with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, Principal Life and/or Principal National may obtain credit and/or investigative consumer reports on you. Investigative consumer reports may contain information regarding your criminal record, credit history, driving record, education record, and job history, or information otherwise bearing on your credit worthiness, credit standing or capacity, character, general reputation, personal characteristics or mode of living. The credit and investigative consumer reports used by Principal Life and/or Principal National are prepared by Business Information Group, Inc., P.O. Box 286, Marlton, NJ 08053. Business Information Group, Inc.'s telephone number is 800-260-1680.

Under section 1786.22 of the California Civil Code, California applicants or workers with a California mailing address may view and obtain a copy of the file maintained on them by an investigative consumer reporting agency – including Business Information Group, Inc. To do so, such persons must make a request to the investigative consumer agency in person, by mail, or by telephone and submit proper identification to the agency (and pay the costs of any duplication services). The agency is required to have personnel available to explain the file and any coded information within it. If a person requests their file in person, he or she may select another person to accompany them, provided that this second person also furnishes proper identification.

For Residents of Connecticut

You have a right to obtain a copy of your credit file from a credit rating agency. You may be charged a reasonable fee not exceeding five dollars for your first request in twelve months or seven dollars and fifty cents for any subsequent request in that same twelve-month period. There is no fee, however, if you have been turned down for credit, employment, insurance or a rental dwelling because of information in your credit report within the preceding sixty days. The credit rating agency must provide someone to help you interpret the information in your credit file.

In addition, beginning September 1, 2005, under the federal Fair Credit Reporting Act consumers in Connecticut will be entitled to one free report every twelve months upon request from each nationwide consumer reporting agency.

You have a right to dispute inaccurate information by contacting the credit rating agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current and verifiable information removed from your credit report. Under the federal Fair Credit Reporting Act, the credit rating agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for ten years.

If you have notified a credit rating agency that you dispute the accuracy of information in your file, the credit rating agency must then, within thirty days, reinvestigate and modify or remove inaccurate information. If you provide additional information to the credit rating agency, the agency may extend this time period by fifteen days. The credit rating agency shall provide you with a toll-free telephone number to use in resolving the dispute.

The credit rating agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit rating agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit rating agency to keep in your file, explaining why you think the record is inaccurate. The credit rating agency must include your statement about disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in twelve months preceding your request which resulted in the provision of a credit report.

You may request that the information contained in your file not be provided to a third party for marketing purposes.

If you have reviewed your credit report with the credit rating agency and are dissatisfied, you may contact the Connecticut Department of Banking. You have a right to bring civil action against anyone who knowingly or willfully misuses file data or improperly obtains access to your file.

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For Residents of Minnesota

In connection with your application for a contract and/or appointment as a marketer with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, Principal Life and/or Principal National may from time to time obtain one or more consumer reports regarding your criminal record, credit history, driving record, education record, and job history, or otherwise bearing on your credit worthiness, credit standing or capacity, character, general reputation, personal characteristics or mode of living.

Under Minnesota state law, you have the right to request from the consumer reporting agency additional information on the nature of a consumer report obtained by Principal Life and/or Principal National. If you submit a written request to the consumer reporting agency, the agency must make a complete and accurate disclosure of the nature and scope of the report. This disclosure must be in writing and must be mailed or delivered to you within the later of five days after the agency received your request or five days after the consumer report was requested.

For Residents of New York

In connection with your application for a contract and/or appointment as a marketer with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, Principal Life and/or Principal National may from time to time obtain one or more consumer reports regarding your criminal record, credit history, driving record, education record, and job history, or otherwise bearing on your credit worthiness, credit standing or capacity, character, general reputation, personal characteristics or mode of living.

You will, upon request, be informed whether or not a consumer report was requested, and if a report was requested, you will be informed of the name and address of the consumer reporting agency that furnished the report.

In addition to any consumer report obtained in connection with your application, subsequent consumer reports may be requested or utilized in connection with an update, renewal, or extension of your tenure as a marketer or for the purpose of otherwise evaluating you for promotion, reassignment, or retention as a marketer.

For Residents of Oklahoma

In connection with your application for a contract and/or appointment as a marketer with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, Principal Life and/or Principal National will from time to time obtain one or more consumer reports regarding your criminal record, credit history, driving record, education record, and job history, or otherwise bearing on your credit worthiness, credit standing or capacity, character, general reputation, personal characteristics or mode of living.

For Residents of Washington

A consumer report is obtained from a consumer reporting agency for the purpose of evaluating you for contracting and/or appointment with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, and or retention as a marketer with Principal Life and/or Principal National. This report may contain information bearing on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from public records or through personal interviews with your neighbors, friends, or associates. Principal Life and/or Principal National requests credit reports on persons who will be selling financial service products and providing financial advice to members of the public. You may also have the right to request additional disclosures regarding the nature and scope of the investigation. The Summary of Consumer Rights is attached to this document.

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Principal Life Insurance Company
Principal National Life Insurance Company
Members of Principal Financial Group®

Mailing Address:
Des Moines, IA 50392-0470

**Notification Of
Background
Investigation**

CONSUMER REPORT DISCLOSURE

In connection with your application for a contract and/or appointment as a marketer with Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and/or as a marketer with an affiliated entity, and/or for purposes of evaluating you for promotion, reassignment, or retention as a marketer with Principal Life and/or Principal National and/or as a marketer with an affiliated entity, Principal Life and/or Principal National may from time to time obtain one or more consumer reports regarding your criminal record, credit history, driving record, education record, and job history, or otherwise bearing on your credit worthiness, credit standing or capacity, character, general reputation, personal characteristics or mode of living. The National Insurance Producer Registry (NIPR), the Financial Industry Regulatory Authority (FINRA) Central Registration Depository (CRD), and financial institution records may also be accessed. Please sign the Consumer Report Authorization if you are willing to authorize us to obtain such a report.

NOTE: You will be provided a copy of your consumer report if adverse action against you is contemplated in whole or in part because of what is contained in the report.

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Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

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- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

Type of Business:	Contact:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Business Information Group
Attn: Consumer Disclosure
P.O. Box 286, Marlton, NJ 08053
Toll-free phone – 800-260-1680

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Principal Life Insurance Company
Principal National Life Insurance Company
Members of Principal Financial Group®

Mailing Address:
Des Moines, IA 50392-0470

Broker Contract
DD 715

This Contract (the "Contract") is between Principal Life Insurance Company ("Principal Life") and/or Principal National Life Insurance Company ("Principal National") and _____ ("Broker"). The purpose of this Contract is to set forth the terms and conditions under which Broker will sell products for Principal Life and/or Principal National, respectively.

The Contract is effective the date it is signed by the Company and is subject to the following terms and conditions:

1. CONTRACT LANGUAGE

- a. Throughout this Contract, the term "Company" means Principal Life and/or Principal National. The term "Broker" means the person named above.
- b. Principal Life shall be the contracting party for the Company for all products issued by Principal Life, and Principal National shall be the contracting party for the Company for all products issued by Principal National. The rights, duties, obligations and responsibilities of each are separate and distinct from the rights, duties, obligations and responsibilities of the other. Principal Life shall not have any responsibility or liability for the actions or inaction of Principal National under this Contract; and Principal National shall not have any responsibility or liability for the actions or inaction of Principal Life under this Contract.
- c. "Applicable Law" means any law (including common law), order, statute, rule or regulation of a federal, state or local domestic or foreign governmental, regulatory authority, agency, court, commission or other governmental or regulatory entity, and includes, but is not limited to, state insurance laws and regulations, laws and regulations regarding replacement, laws and regulations regarding suitability and needs-based selling, federal and state consumer privacy laws and regulations, federal and state securities laws and regulations and AML Laws, all in effect on the date of this Contract or enacted or amended at any time this Contract is in effect.
- d. "Calendar Year" is a period beginning January first and ending December thirty-first.
- e. "Commission(s)" means first year commission(s), renewal commission(s), service fee(s), and bonuses identified in the Commission schedule.
- f. "Commission schedule" means the commission schedule in effect at the time Broker sells a Policy or an addition to a Policy.
- g. "Policy" and "Policies" mean any and all insurance policies or annuity contracts included in the Commission schedule.
- h. "Policy Year" is a period of one year beginning with the Policy date (except as modified in the policy).
- i. "Company Policies and Procedures" are the policies and procedures of the Company (including but not limited to those regarding ethics requirements, prohibited outside activities, suitability guidelines and needs based selling) which can be found on the Company's eFinancial ProfessionalSM website or in other format and which may be changed or updated from time to time without notice to Broker.
- j. "Premium" means the payment amount to the Company stated or defined in the Policy.
- k. "Agency" means any licensed insurance agency, marketing division, subsidiary or affiliate, if any, that Broker has designated to participate in marketing Policies and that has been appointed by the Company.
- l. "Representative" means any person, if any, having all necessary licenses and registrations who is appointed by Principal to sell Policies, through a contract with Broker or Broker's behalf or under Broker's authority or an Agency's authority.

2. RELATIONSHIP

Under this contract:

- a. Broker's relationship with the Company is that of an independent contractor, not an employee.
- b. Broker will be free to exercise Broker's own reasonable judgment in marketing the Policies of the Company, including the choice of time, place and manner of sale, but Broker is to conform to all of the Company Policies and Procedures not inconsistent with this relationship, and all Applicable Laws.
- c. The Company reserves the right to revoke Broker's authority to sell any product or product line at any time, upon notice to Broker.

3. DUTIES AND RESPONSIBILITIES

Under this contract, Broker agrees to:

- a. Conform to and comply with all Applicable Laws, including, but not limited to those pertaining to insurance and insurance brokers and agents.
- b. Conform to and comply with all applicable Company Policies and Procedures.
- c. Immediately notify the Company in writing if Broker is not in compliance with Applicable Laws or the Company Policies and Procedures.
- d. Promptly provide such information and certifications as the Company may request regarding Broker's establishment and maintenance of a system to comply with Applicable Laws, and Company Policies and Procedures; maintain such records of information used in making recommendations to purchase Policies or in servicing Policies (including information obtained from consumers) as may be required by Applicable Laws or Company Policies and Procedures; and promptly cooperate and assist the Company in its efforts to monitor Broker's performance under this section.
- e. Qualify for and obtain any licenses and bonds as required by the Company or Applicable Laws, provide the Company with evidence of such licenses and bonds, and inform the Company in writing of any changes to such licenses and bonds.
- f. Limit solicitation of applications for Policies of the Company to states in which Broker is licensed.
- g. Take all necessary steps, upon submission of applications for Policies to the Company, to become appointed where required.
- h. Deliver promptly all applications and all money Broker receives on behalf of the Company, an applicant, a policyowner, or a beneficiary. Broker holds all moneys in trust until delivery.
- i. Return any Policies to the Company that are requested, or that are not delivered within the time allowed. Broker will be asked to give an account for such Policies.
- j. Return all moneys and other property of the Company to it on demand or when this Contract terminates.
- k. Refrain from interfering with any other producer's relationship with the Company.
- l. Promptly, completely and accurately comply with instructions and requests of the Company regarding the marketing and servicing of Policies and compliance issues, all in accordance with stated deadlines.
- m. Notify Company immediately of any customer complaint or legal or regulatory inquiry (including, but not limited to subpoenas) regarding a Policy and provide prompt, complete and accurate cooperation and assistance in resolving the same, in accordance with Company requests and stated deadlines.
- n. Maintain professional errors and omissions insurance to cover Broker's proposed activities pursuant to this Contract and provide evidence of such coverage satisfactory to the Company upon request by the Company.
- o. Upon request, allow the Company immediate access at Broker's place of business to inspect and/or audit books, records, files, computer records, business banking records or any other records, whether in paper or electronic format relating to the Company's policyowners, insureds or the relationship between Broker and the Company. Broker shall cooperate to the fullest extent with such inspections and/or audits.

- p. Establish and maintain a system of training and supervision so as to ensure that Broker and, if any, all Agencies, Representatives, their employees and sub-agents comply with (a) all Applicable Laws and (b) Company's Policies and Procedures.
- q. Ensure that, if applicable, all Agencies and Representatives comply with sections 3(d) and 3(p) of this Contract.
- r. Pay all taxes which are required by law to be paid in connection with Commissions and other amounts paid under this Contract, including, but not limited to all payments, true-ups and refunds.
- s. To the extent AML Laws are applicable to Broker, Broker represents that Broker is now in compliance with and covenants to continue to comply with the USA PATRIOT Act of 2001, the Bank Secrecy Act and certain other federal and state anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, the "AML Laws"). Such AML Laws require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Whether or not Broker is a financial institution, each party agrees to use reasonable efforts to cooperate with the other, exchange information as permitted by law and assist each other in detecting possible money laundering or terrorist financing in connection with the offer and sale of any Policy pursuant to the Contract; provided however, that nothing in this paragraph shall be read to relieve either party from any responsibility to monitor for and file reports regarding suspicious activity to the extent required under any applicable provisions of the AML Laws. Further, each party agrees to supply the other party, upon request, with a certification of its compliance with applicable AML Laws.

4. LIMITATIONS

Broker's authority will extend no further than is stated in this Contract. Broker may not:

- a. Incur any liability or debt against the Company.
- b. Accept risks of any kind, determine insurability, or bind the Company in any way.
- c. Promise the reinstatement of Policies.
- d. Make, change, or discharge any contract.
- e. Allow more time for paying a premium or waive any premium payment.
- f. Accept premium payments other than the first payment, except with the written approval of the Company.
- g. Give credit to applicants.
- h. Initiate or appear in legal proceedings or actions in insurance departments and other administrative agencies in the name of the Company.
- i. Waive any provision of any Policy, or waive any of the Company's rights relating to the Company's Policies, including, but not limited to, the right to accurate and complete information on applications.
- j. Use any sales material, software, sales concepts, supplies or advertising other than supplied or approved by the Company, except with the written approval of the Company. Broker must have the written authorization of the Company to use its trademarks and service marks, unless Broker has received materials directly from the Company or the Company has otherwise approved it in writing.
- k. Use Broker's own personal or business checks or funds for the payment of an applicant's or policyowner's premiums.
- l. Pay, allow or offer any rebate.
- m. Use the Company's name in connection with any bank account or account with any other financial institution.
- n. Fax or email customers by using mass mailing listings without the customer's prior written consent.
- o. Disclose or use Confidential Information in any manner that is inconsistent with the Company's privacy policy as set forth in its current privacy notice unless Broker first provides consumers with a privacy notice and opt out that is pre-approved by the Company.

5. COMMISSIONS WHILE UNDER CONTRACT

- a. Commissions will be based on the gross premiums the Company receives from the policyowner; except that, the Company will only advance commissions on future premium deposits in accordance with the annualized commission arrangement, if any, and Company Policies and Procedures.
- b. If the Company cancels, rescinds, revokes or terminates a Policy for any reason, or if the policyowner exercises any right to cancel or otherwise terminate a Policy, and as a result, the Company refunds, returns or credits any amount of payment made on such Policy, Broker shall promptly repay to the Company any amount of compensation, including but not limited to Commissions, paid or credited to Broker with respect to such Policy. Any such repayment by Broker shall be included in the definition of "Indebtedness" as set forth in the provisions of the paragraph of this Contract entitled "Indebtedness".
- c. The Company will pay Commissions on Policies sold according to the Commission schedule and Broker's annualized commissions arrangement, if any.
- d. The Company reserves the right, in its sole discretion to change Commissions by e-mail notice or by posting to the Company's eFinancial ProfessionalSM website. Any such change will apply to Policies with an effective date on or after the effective date of the Commission change, unless a different effective date is required by law. Broker is responsible for ensuring that he or she has the most current Commission information.

6. COMMISSIONS AFTER TERMINATION

- a. If Broker's Contract is terminated for reasons other than those set forth in section 6(b) of this Contract, Broker will receive Commissions as provided in the Commission schedule and Company Policies and Procedures in effect at the time this Contract terminates. In the event of such termination, the Company may commute renewal Commissions and pay in a lump sum in accordance with Company Policies and Procedures.
- b. Notwithstanding anything to the contrary in this Contract, the Company will not pay future Commissions (first year and renewal) if this Contract is terminated under section 15(b) or if Broker has violated the provisions of section 11 of this Contract. Future Commissions will also not be paid if the Company discovers Broker has committed any of the offenses outlined in sections 11 or 15(b) after this Contract has terminated.

7. PRIOR CONTRACT

Any prior or existing brokerage contracts, whether oral or written, and any such amendments that Broker has with the Company are terminated as of the date immediately before the effective date of this Contract. Broker's rights to receive Commissions and service fees earned on any business issued under a previous brokerage contract will continue to be paid in accordance with the applicable Commission schedule(s).

8. INDEBTEDNESS

Indebtedness means any debt, liability, or debit balance resulting from the Company's reversal of Commissions incurred under this or any prior contract Broker has or has had with the Company. It also includes any amount paid by the Company, including attorney fees and costs, to settle a complaint or satisfy any judgment entered by any court, administrative agency or arbitrator related to any Policy sold by Broker, or breach of Broker's duties and responsibilities contained in this or any prior contract, whether or not the liability for settlement or satisfaction of judgment arose after the termination of this Contract. The Company may offset any indebtedness Broker owes the Company, or any of its subsidiaries or affiliates, against any amounts the Company owes Broker. The Company reserves the right to use any remedies under the law to collect any indebtedness Broker owes the Company and Broker agrees to pay any reasonable attorney's fees and actual costs of collection incurred as a result of such action.

9. ASSIGNMENT

This contract is not assignable by Broker. Except as provided under "Indebtedness," no Commissions payable under this Contract may be transferred, assigned or made payable to anyone other than Broker without the Company's written consent. The Company may assign its rights and obligations under this Contract at any time and without Broker's consent.

10. ENFORCEMENT

In the event Broker sues the Company to enforce the terms of this Contract, Broker will be responsible for paying all of the Company's costs and attorney fees should Broker's lawsuit be unsuccessful either by jury verdict or judicial ruling. In the event of settlement short of judicial resolution, Broker agrees to pay one half the Company's costs and attorney fees to defend the lawsuit, mediation or arbitration through the date of settlement.

In the event the Company sues Broker to enforce the terms of this Contract, the Company will pay Broker's costs and attorney fees should the Company's lawsuit be unsuccessful either by jury verdict or judicial rulings. If the Company wins its lawsuit, by judicial ruling or jury verdict, Broker agrees to pay the Company's costs and attorneys fees.

11. PRESERVATION OF BUSINESS AND RELATIONSHIPS

- a. During the term of this Contract and for a period of two years after the termination of this Contract, Broker will not, directly or indirectly, induce or attempt to induce any person employed or under contract or associated with the Company, including, but not limited to, its agents, employees and brokers, to terminate his or her relationship with the Company.
- b. For a period of two years after the termination of this Contract, Broker will not, directly or indirectly, advise, induce or solicit any policyholder of the Company to lapse, cancel, or replace any Policy of the Company or borrow values from any Policy of the Company to pay any premium or fund a Policy of another company.
- c. In the event Broker violates this section, Broker agrees that the Company may suffer irreparable harm for which damages alone may not adequately compensate the Company. Broker agrees to pay the amount of \$100 per violation of the terms of this section. The parties agree that it would be extremely difficult to determine the amount of actual damages resulting from violation of this section, but that such amount is a reasonable approximation of such damages and not a penalty. Broker further agrees that the Company may pursue all remedies, legal or equitable, including an injunction or restraining order to enforce compliance with this section. Broker also agrees that Broker shall be responsible for any attorney fees and costs the Company incurs as a result of its efforts to enforce this section.

12. RECORDS AND DATA

Records and data, including any duplicate copies, provided by the Company or related to the marketing or servicing of Policies issued by the Company or any of its affiliates or subsidiaries are the property of the Company. Upon termination of this Contract, Broker shall immediately return to the Company or destroy all records and data as defined above unless Broker immediately enters into another contract as a producer with the Company.

13. CONFIDENTIAL INFORMATION

- a. **Duty of Confidentiality.** Broker acknowledges and agrees that, in connection with the performance of Broker's duties and responsibilities under this Contract or otherwise, Broker may receive or learn information that the Company is obligated by law to treat as confidential for the benefit of third parties, including, but not limited to information about individuals who have applied for or purchased financial products or financial services from the Company ("Consumer"), and personal, financial and/or health information of the Consumer ("Confidential Information"). Broker agrees to keep all Confidential Information strictly confidential; and, except as otherwise required by law, not to use or re-disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to Broker. Broker agrees that access to Confidential Information shall be restricted to Broker's employees who need to know the information (or have access to the information) to help Broker perform Broker's duties and responsibilities under this Contract. The obligations of this Contract extend to all of Broker's employees, agents, marketers, affiliates and contractors, and Broker shall inform such persons of their obligations hereunder.
- b. **Duty to Safeguard Confidential Information.** Without limiting the foregoing, Broker agrees to use reasonable diligence to protect the security, confidentiality and integrity of the Confidential Information. Broker further agrees to protect said Confidential Information by maintaining administrative, technical and procedural safeguards that comply with the Applicable Laws and the Company Policies and Procedures.
- c. **Duty to Notify.** Upon learning of any unauthorized re-disclosure or use of any Confidential Information, Broker agrees to notify the Company promptly and to cooperate fully with the Company to protect such Confidential Information

- d. Re-disclosures required by law. If Broker believes Broker is required by law or by a subpoena or court order to re-disclose any Confidential Information, then Broker agrees, prior to any re-disclosure, to promptly notify the Company in writing, to provide a copy of the subpoena, court order or other demand and to make all reasonable efforts to allow the Company an opportunity to seek a protective order or other judicial relief. This duty does not apply to audits and inquiries from state or federal regulatory agencies if Broker is legally required to provide them with access to Broker's records.

14. FINES FOR VIOLATIONS

In the event Broker violates the terms of this Contract, the Company may choose to impose a fine of not more than \$2,000.00 per violation. Any fine assessed must be paid within 30 days of written notice to Broker of the fine. Notice is effective upon the earlier of mailing to the Broker's last known address or delivery to the Broker, through personal or electronic means. This section shall not apply to violations of the section of this Contract entitled Preservation of Business and Relationships, which contains different consequences for violation of that section.

15. TERMINATION

- a. The Company or Broker can terminate this Contract at any time for any reason or no reason. Notice of termination must be in writing and specify the date of termination. Notice will be effective on the earlier of mailing to the addressee's last known address or delivery to the addressee through personal or electronic means.
- b. The Company may terminate Broker's Contract without giving prior written notice if the Company reasonably believes that Broker has committed any fraudulent, dishonest or illegal act arising out of or related to this Contract or to the Company's business or violated any provision of this Contract or Company Policies and Procedures.
- c. This Contract will terminate immediately in the event of expiration, cancellation or revocation of Broker's license to sell insurance or Broker's death.

16. INDEMNIFICATION

- a. The Company will indemnify, defend and hold harmless the Broker against losses, claims, damages, judgments, liabilities, penalties or expenses of any nature, including but not limited to reasonable attorney's fees and court costs, which arise out of or are based upon any untrue statement of a material fact contained in any sales material written and/or approved by the Company.
- b. Broker will indemnify and hold harmless the Company, its affiliates, directors, officers and employees or agents against any losses, claims, damages, judgments, liabilities, penalties or expenses of any nature, including but not limited to reasonable attorney's fees and court costs, which arise out of or are based upon any unauthorized use of sales materials or any verbal or written misrepresentations or any unlawful sales practices, or failure of the Broker to comply with the provisions of this Contract or the willful misfeasance, bad faith, negligence or misconduct of the Broker in the solicitation or applications for or sale of Policies of the Company.
- c. The indemnified party will give prompt written notice to the indemnifying party of assertion of claim. The parties will cooperate with one another in the defense of the claim. Notwithstanding anything to the contrary in this Contract, and to the extent permitted by law, the indemnification provisions of this Contract will not be deemed to waive or limit any other rights available to an indemnified party.

17. NOTICES

The Company may provide notice to Broker via email, fax, website or other electronic means, as well as through the use of an independent courier that provides or maintains a record of delivery date, or by prepaid certified or registered mail with a return receipt requested. Broker agrees to receive information about the Company or its products, changes or amendments to this Contract or Commission schedules and other Company information through electronic means in accordance with the Company Policies and Procedures in effect at the time of giving notice. Broker shall provide notice to the Company through the use of an independent courier that provides a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested to the address specified in Company Policies and Procedures.