



*Relentless Support  
for Financial Professionals*

**Please include with completed contracting paperwork:**

- Copies of current state licenses for ALL states where you wish to be appointed.
- Copy of current Error & Omissions (E&O) Certificate.
- Copy of a Voided Check
- Certificates Anti-Money Laundering training (if not LIMRA).
- Details of any responses to background questions requiring further explanation.  
(For example bankruptcy, tax liens, litigation etc.)

**Please submit contracting package to:**

**PFG MARKETING GROUP, INC.**

**By Fax to: (602) 944-8856**

**By E-mail to: [pfginfo@pfg-inc.com](mailto:pfginfo@pfg-inc.com) (or directly to your Marketer)**

**By mail to: 2440 W. Mission Lane, Suite 11  
Phoenix, AZ 85021**

*(Do **NOT** send directly to the Insurance Company as PFG needs to provide additional information for carrier processing. Without this, your contracting package will likely be returned to you.)*

*Contracting & Licensing Documents*

*General Agent Appointment  
Annuities*



## **1. Contracting and Licensing**

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Please use the following checklist so that your appointment can be processed quickly:

**Data Sheet (SA-8098)**

For an individual appointment, please complete all portions of sections A – D.

For agency appointment, please complete all portions of sections A – E.

The information you place on this document is used to establish all of your business records, your address for commission payments, etc. Please write legibly.

**EFT Information Form (SA-8786)**

Complete and return with your contracting forms if you want commissions electronically transferred to your bank account. Attach voided check to form.

**Anti-Money Laundering Training for Agents**

Read the training material and sign the Certification of Compliance in section D of the Data Sheet. National Western Life does not accept other training courses in lieu of the National Western training.

**Agent Training Acknowledgment**

Complete and return with your contracting forms if you wish to write fixed-indexed product applications.

**Contract**

Please do not complete top of page 1.

**Licensing Requirements**

LICENSE COPY – If appointment is being requested.

FORMS – If license application forms are required, please be certain to complete all portions and attach to the contract.

FEES – The Company pays appointment fees. The license examination fees and prelicensing education fees are the responsibility of the Agent. The necessary licensing fee and form will be sent to the State Insurance Department once the Company has received all necessary contracting forms.

NON-RESIDENT LICENSES OR APPOINTMENTS – Be certain to indicate if you want to be licensed or appointed in non-resident state(s). Copies of the non-resident license(s) must be enclosed if requesting appointment(s).

FOR CORPORATIONS – It is necessary to sign the Guaranty Agreement section of the contract and enclose a copy of the articles of incorporation. The Guaranty should be signed by the individual stockholder who will be financially responsible for the corporation. Inasmuch as the person is signing as an individual and not as a corporate officer, we will return any forms that include the person's corporate title (Pres., VP, etc.) in this section.

Correct = Jane Doe  
Guarantor

Unacceptable = Jane Doe, President  
Guarantor

= John Doe, ABC Corp.  
Guarantor

## 2. Commission Payments

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Important Commission Information:

- Commissions are determined by the agent's contract with the Company.
- The date on which an application is written determines the contract from which commissions are paid. When the agent's contract is changed by an addendum or amendment, the same rule applies.
- Commission statements are posted on the Company web site. Paper statements are mailed to the agent upon request.
- IRS Form 1099Misc taxable earnings reports are posted on the Company web site. Paper reports are also mailed to the agent.
- Commissions and commission overwrites are payable to an agent only if the agent is properly licensed in the state in which the application is solicited and the state where the policy is delivered to the policyowner. Usually, this involves the state in which the applicant resides or is employed.

Commissions paid on an as-earned basis:

The Company:

1. Will forward commission payments according to the schedule selected by the agent.
  - (a.) Commissions forwarded daily include commissions for premiums processed on issued business as of the prior business day. In order for a daily payment to be forwarded after all debits to the account are deducted, the total commission due the agent must be at least \$500. An account statement explaining the commission payment is posted on the Company web site. Paper statements are provided upon request.
  - (b.) Commissions forwarded weekly include commissions for premiums processed on issued business during the prior week. After all debits to the account are deducted, the total commission due the agent as of the first business day of the week must be at least \$50 in order for payment to be forwarded. An account statement explaining the commission payment is posted on the Company web site. Paper statements are provided upon request.
  - (c.) Commissions forwarded semimonthly are based on commissions calculated as of the 15<sup>th</sup> of the month and at month-end. Commission due the agent must be at least \$50 in order for payment to be forwarded. An account statement explaining the commission payment is posted on the Company web site. Paper statements are provided upon request.
  - (d.) Commissions at month-end are forwarded by the 7th of the following month and include commissions not previously forwarded to the agent during the month. The month-end commission statement lists all commission entries for the entire month. Commission due active agents must be at least \$50 in order for payment to be forwarded.

### **3. General Information**

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In order to prevent undue delays or misunderstandings, please note that the Company cannot:

- Accept life insurance or annuity applications until your appointment has been completed.
- Pay commissions if you are not licensed and appointed in the state in which the life insurance or annuity application is solicited and the policy is delivered. Usually, this involves the state in which the applicant resides or is employed.
- Reappoint you as an agent if a debit balance has not been repaid under terms of any previous contract.
- Appoint agents who have material negative entries on background investigation reports.
- Appoint agents who appear on a Vector One report.
- Pay overwrite commissions to anyone who is not licensed in the state(s) in which life insurance or annuity applications are solicited and the state(s) where the policies are delivered to policyowners.

**(PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS)**

In compliance with the Fair Credit Reporting Act (FCRA), you are hereby notified that National Western Life Insurance Company (NWL®) may now, for purposes of determining your appointment eligibility, or at any time during your appointment, obtain a consumer report, or investigative consumer report, including information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, criminal records, and/or employment history. In the event we use information contained in the consumer report to make an adverse decision on your application for appointment, before making such decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the FCRA. With regard to the investigative consumer report, you have the right to obtain a complete and accurate disclosure of the nature and scope of the investigation requested. Upon written request to us within a reasonable time after your receipt of this document, you shall receive such additional disclosure in writing.

You may submit your written request electronically, fax it to (512) 719-8506, or forward it to:

National Western Life Insurance Company  
Attention: Agent Contracting & Licensing  
850 East Anderson Lane  
Austin, TX 78752-1602

For additional information concerning the FCRA, you can find the complete text of the FCRA, 15 U.S.C § 1681 et seq, at the Federal Trade Commission's website (<http://www.ftc.gov>).

**For Maine Applicants Only**

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within five (5) business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports

**For New York Applicants Only**

Upon your written request, you have the right to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

**For Washington Applicants Only**

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

**PLEASE PRINT OR TYPE CLEARLY**

**A. General Information**

1. Name (as appears on license and contract) \_\_\_\_\_
2. Social Security Number \_\_\_\_\_ 3. Business Phone \_\_\_\_\_
4. In what name should agent contract be issued? \_\_\_\_\_
5. Current residence \_\_\_\_\_  
Street (P O Box unacceptable) City State Zip County (how long?)

**Residence Address for Previous Five Years**

Date From	Date To	Street Address	City	State	Zip Code

6. Business address \_\_\_\_\_  
Street/P O Box City State Zip
7. Residence Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_
8. Preferred earned commission frequency: (please select one) daily weekly semimonthly monthly
9. Preferred method of communication: (please select one) e-mail fax mail
10. Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouse's Name \_\_\_\_\_

**B. Licensing Information (Please attach copies of licenses for state(s) where you wish to be appointed with NWL®)**

Presently Licensed? Yes No If licensed, license type Individual Agency Corporate Life Accident & Health  
 State(s) where appointment with National Western Life (NWL®) is being requested \_\_\_\_\_  
 Primary Markets \_\_\_\_\_ Years in Insurance sales \_\_\_\_\_ List insurance company appointments held for the last five years \_\_\_\_\_

**C. Agent's Statements**

**For questions 1-8, if your answer is "yes" to any of the questions, please write details on a separate sheet of paper and attach it to this application.**

1. Are you currently employed by or associated with a financial institution? ..... Yes No
2. Have you ever plead nolo contendere (no contest) or been found guilty of a felony? ..... Yes No
3. Have you ever plead nolo contendere (no contest) or been found guilty of a misdemeanor other than a traffic violation? ..... Yes No
4. Are you now, or have you ever been, party to a legal hearing (including lawsuits initiated by private or government parties) related to your activities in the Insurance Industry? ..... Yes No
5. Are you now, or have you ever been, under sanction in any manner, or a party to an insurance department or regulatory agency hearing relating to your activities in the insurance industry? ..... Yes No
6. Are you indebted to any insurance company, or does any insurance company claim you owe them a debt? ..... Yes No
7. Are you now, or have you ever been, a party to the misappropriation of money, funds, premiums, or other property? ..... Yes No
8. Are you now, or have you ever been, a party to a legal settlement of a dispute involving a client or company for which you worked? ..... Yes No
9. **Is new business being submitted to NWL® with this contract?** ..... Yes No  
**If so, on what date was the application written?** \_\_\_\_\_
10. Do you authorize NWL® to provide your name and contact information to other NWL® agents, customers, and/or potential NWL® customers seeking an NWL® agent in their area? ..... Yes No

*I hereby represent and warrant to NWL® that the execution by me of an agency contract with NWL® will in no manner breach or violate any existing contractual relationship between me and any other party or entity. Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. I understand that commission reports and taxable earnings reports via IRS Forms 1099 Misc. are posted on the Company web site. I understand that no paper copies of the commission reports will be mailed to me unless I request them.*

*I hereby authorize any individual or company to give NWL®, or its authorized representative, any and all information with reference to my character, credit, business reputation, criminal records, employment history including information whether or not among their records (collectively "My Information"), and I release said individual or company from any and all liability whatsoever which results, or might result, from the disclosure of My Information. I hereby authorize NWL® to disclose at its sole discretion My Information to any of its agents that have a need for such information. A photocopy of this Authorization shall be as effective as the original.*

**For California\*, Minnesota, and Oklahoma Applicants Only:** A consumer credit report will be obtained through Business Information Group, Inc., P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. By marking Yes or No below, I have indicated whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_

If an **investigative consumer report** is processed, I understand that I am entitled to receive a copy. By marking Yes or No below, I have indicated whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_

**\*California Applicants:** If you chose to receive a copy of the consumer report, we will send it to you within three (3) days of us receiving a copy of the consumer report and, if you elected to receive a copy of the investigative report, you will receive it within seven (7) days of our receipt of the report.

You can review the privacy policies and practices of the investigating consumer reporting agencies that provide reports to National Western Life before your background investigations take place. The web addresses where the privacy policies can be viewed are shown below:

<http://www.bigreport.com/Subpage.aspx?channelID=14>  
<http://www.experian.com/privacy/index.html>  
<http://www.transunion.com/corporate/privacyPolicy.page>  
<http://www.geninfo.com/privacy.asp>

Signed ★ \_\_\_\_\_ Date \_\_\_\_\_

#### **D. Anti-Money Laundering Certification of Compliance**

*I certify that I have completed National Western's anti-money laundering training regarding U.S. anti-money laundering laws and the responsibilities that agents have in detecting and preventing money laundering. I understand my responsibilities as an agent of National Western under the Anti-Money Laundering Compliance Plan and will comply with the requirements of this program.*

Signed ★ \_\_\_\_\_ Date \_\_\_\_\_

(Other Anti-Money Laundering training courses are not acceptable.)

**PLEASE PRINT OR TYPE CLEARLY**

**E. Agency Appointment (Please complete this section only if you wish to be appointed and contracted as an Agency.)**

Agency Name \_\_\_\_\_

Please select one:  Partnership  Sole-proprietorship  Corporation

Tax identification number (or employer ID number assigned to your Agency by the IRS) \_\_\_\_\_

**Agency Principals**

Name	Date of Birth	Title	Social Security Number
		President	
		Vice President	
		Treasurer	
		Secretary	

**F. Recruiting Agent's Statement**

*I, the undersigned, do certify that I am personally familiar with the integrity and character of \_\_\_\_\_, that her/his reputation is good, and that she/he is trustworthy. To the best of my knowledge, all statements contained in the Agent Data form are true and correct. This agent is qualified to act as an insurance agent of National Western Life before the general public.*

Signed ★ \_\_\_\_\_ Date \_\_\_\_\_  
Name printed or typed / Agent #

National Western Life is pleased to offer you the convenience of electronic funds transfers (EFT) for your commission payments. Commissions payable to you can be automatically deposited to your bank or savings account.

To arrange for this service, please complete and return the information requested on the second page of this notice. Your commissions will begin to be automatically transferred to the designated bank/savings account after a pre-note testing period of 7 banking days.

Be sure to attach to the notice a voided check from your checking account (or a deposit slip from your savings account) before you return the notice to us. The information should be sent to:

National Western Life Commission Department  
850 East Anderson Lane  
Austin, TX 78752-1602  
Fax (512) 719-8506

## Answers to Common Questions

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- 1. How long does it take for EFT commissions to begin once I return the completed form to NWL<sup>®</sup>?*  
**Answer:** A pre-note testing period is required. This usually lasts only a day or two. Commissions payable to you after the pre-note testing will be transmitted electronically.
- 2. When will my bank receive my deposit?*  
**Answer:** On the 3rd NWL<sup>®</sup> working day following the last premium entry day for the pay cycle. If your premium entry cut-off day falls on the 15th, commissions payable to you would be deposited into your bank/savings account by the 18th, or within 3 NWL<sup>®</sup> work days following the 15th. The only exceptions are bank holidays. Funds cannot be transmitted or deposited on bank holidays.
- 3. Can National Western deduct funds from my bank/savings account?*  
**Answer:** No.
- 4. When and how can I find out the amount of the deposit?*  
**Answer:** Commission information is available every afternoon after 3 p.m. Central Standard Time via the Agent's BEACON at [www.nationalwesternlife.com](http://www.nationalwesternlife.com). You may also wish to phone your bank or savings and loan to confirm that an ACH deposit was made to your account and to confirm when the funds will be available for your use.
- 5. Will my commission statements continue to be provided to me?*  
**Answer:** Yes, commission statements will be available on the Agent's BEACON at [www.nationalwesternlife.com](http://www.nationalwesternlife.com) by 3 p.m. Central Standard Time on the same day that they are calculated.
- 6. What do I do when I change banks or need to change my bank account information?*  
**Answer:** Send the Commission Department a new EFT Information Form and attach a voided check for the new account.

***Other questions? Please contact us at 1 (800) 760-3434 Ext. 210, 343, 381, and 420.***



# **Anti-Money Laundering Training For Agents**

## I. INTRODUCTION

The United States imposes anti-money laundering restrictions to protect the integrity of the U.S. financial sector and to prevent criminals and terrorists from abusing the U.S. financial system for their illicit activities.

## II. MONEY LAUNDERING AND TERRORIST FINANCING DEFINED

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According to the U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN), money laundering "involves disguising financial assets so they can be used without detection of the illegal activity that produced them. Through money laundering, the criminal transforms the monetary proceeds derived from criminal activity into funds with an apparently legal source." In short, illegally-obtained funds are filtered through a series of transactions that cause the money to appear legitimate—in other words, it is the process by which "dirty" money is "cleaned" or "laundered."

There are three steps to money laundering:

1. Placement – Illegally-derived funds are placed into the stream of commerce.
2. Layering – A transaction occurs to disguise the true source of the funds.
3. Integration – The money is repatriated into the economy in its disguised form.

Terrorist financing involves using money that can be obtained lawfully or unlawfully to fund illegal activities. Because terrorists can engage in money laundering to fund their illicit activities, U.S. anti-money laundering laws and regulations also are designed to disrupt and prevent terrorism-related money laundering activities.

## III. NATIONAL WESTERN'S RESPONSIBILITIES

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Insurance companies are required by federal law to "develop and implement a written anti-money laundering program applicable to its covered products that is reasonably designed to prevent the insurance company from being used to facilitate money laundering or the financing of terrorist activities."

The law also sets out minimum requirements for such a program; the program must (1) "incorporate policies, procedures, and internal controls based upon the insurance company's assessment of the money laundering and terrorist financing risks associated with its covered products," which includes, among other things, "integrating the company's insurance agents and insurance brokers into its anti-money laundering program, and obtaining all relevant customer-related information necessary for an effective anti-money laundering program"; (2) "designate a compliance officer" who will be responsible for the program; (3) "provide for ongoing training of appropriate persons concerning their responsibilities under the program"; and (4) "provide for independent testing to monitor and maintain an adequate program, including testing to determine compliance of the company's insurance agents and insurance brokers with their obligations under the program."

Federal law also requires that insurance companies file "a report of any suspicious transaction" that meets certain designated criteria and that the company "establish and implement policies and procedures reasonably designed to obtain customer-related information necessary to detect suspicious activity from all relevant sources, including from its insurance agents and insurance brokers." Insurance companies must report such suspicious transactions by completing a Suspicious Activity Report by Insurance Companies (SAR-IC).

These laws are not applicable to all insurance products; the U.S. Treasury Department has identified categories of “covered products” that presented sufficient money laundering risk to justify regulation. However, National Western has voluntarily decided to include all of its products in its anti-money laundering program.

National Western is committed to maintaining company-wide awareness of the importance of these laws and regulations and has developed an Anti-Money Laundering Compliance Plan, setting forth National Western’s internal rules and procedures designed to ensure full compliance with applicable U.S. anti-money laundering laws and regulations.

#### **IV. RESPONSIBILITIES OF NATIONAL WESTERN’S INSURANCE AGENTS AND BROKERS**

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Due to the nature of its business, National Western engages in business dealings with its customers primarily through its domestic agents and international brokers (hereinafter, “agents”). Therefore, all agents are required to follow National Western’s policy and procedures with respect to compliance with all applicable U.S. anti-money laundering laws.

Agents must not engage in, or facilitate others engaging in, money laundering activities regardless of whether National Western’s products or services are involved.

In addition to the duties described in the Agent’s Procedure (Rules and Regulations) Manual, agents of National Western have the following responsibilities:

- Agents must ensure that, in the application and supporting documents, *all* questions are answered and *all* information requested is given. Agents should understand that incomplete applications will be returned immediately for completion, thereby resulting in processing delays.
- Agents must closely scrutinize all transactions involving “red flags,” which are specifically defined below. Notify National Western immediately if you detect any of these red flags so that the Company can determine whether a Suspicious Activity Report must be filed with the U.S. Department of the Treasury.
- Confidentiality: If a suspicious transaction is reported by National Western to the U.S. government pursuant to the requirements of federal law regarding Suspicious Activity Reports, **the Company and its agents are prohibited by law from disclosing to the customer, or any person involved in the suspicious transaction, that the transaction was reported.**
- Agents must give heightened scrutiny to the receipt of cash or cash equivalents in excess of \$10,000 for the sale of National Western’s products. For the purpose of reviewing transactions, the term “cash” includes U.S. and foreign coin or currency, while “cash equivalents” include cashier’s checks, bank drafts, traveler’s checks, and money orders that meet the definition of cash under the U.S. Internal Revenue Code (described more fully below). Agents must also comply with local law requirements (if the threshold amount for the review of cash transactions is lower under local law than under U.S. law, agents should use such lower amount as a trigger for heightened scrutiny).

*Notice:* The U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) maintains a List of Specially Designated Nationals and Blocked Persons (SDN List), which includes, among others, individuals and entities that have been designated as terrorists by the U.S. government for the purpose of economic sanctions laws and regulations (see <http://www.ustreas.gov/ofac>). As required by U.S. law, National Western will report to OFAC any policy applicant who is on the SDN List. Any premiums received will be blocked immediately.

**Agents must also employ the following procedures under National Western’s Anti-Money Laundering Compliance Plan:**

**A. VERIFICATION OF IDENTITY (“KNOW YOUR CUSTOMER”)**

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National Western relies on its agents to verify the identity of its customers. Consequently, agents of National Western have several responsibilities with respect to customer identification.

Agents must identify customers on the basis of an official identifying document and record the identity of all customers when establishing business relations. Because no single form of identification can be guaranteed to be genuine, National Western’s identification process will be cumulative, requiring agents to obtain enough information and documentation to assure the agent and National Western that the customer has been adequately identified.

Agents must, at a minimum, ensure that all information required in the policy application is complete and accurate and must obtain and record the following information about each customer as part of the application process:

- ✓ Full name
- ✓ Taxpayer identification number or a national identification card number
- ✓ Address
- ✓ Telephone number
- ✓ Occupation
- ✓ Date of birth

In order to verify the accuracy of the information provided by the customer, agents must:

- Visibly compare a photograph contained in a valid government-issued identification (driver’s license, passport, military identification, or other government identification with a photograph of the customer) in an in-person meeting with the customer to confirm that the photograph is that of the customer.
- Compare the customer information on a government-issued identification document with information provided by the customer on the application form. If a government-issued identification does not contain all the information required, obtain other identification from the customer that, while not government-issued, can be used to confirm the identification provided by the customer (such as a utility bill with customer address, expired government identification with picture, or a senior citizen identification).

Agents must undertake reasonable efforts to obtain a copy of the identification document(s) used to verify the customer’s identity. If an agent has no access to photocopying equipment, the agent must make a reasonable effort to obtain a copy of the identification document after the issuance of the National Western policy.

By submitting a life insurance, annuity, or Guaranteed Investment Contract (GIC) application to National Western, the agent attests that the customer information on each application is true and accurate based on the agent’s verification of the applicant’s identity in compliance with National Western’s anti-money laundering procedures.

## **B. HIGH-RISK TRANSACTIONS**

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Agents should be aware of the “high-risk” transactions identified in National Western’s Anti-Money Laundering Compliance Plan.

“High-risk” transactions include:

1. Products and transactions identified by the Compliance Administrator and the National Western Compliance Officer as having increased money laundering risk, such as:
  - i. Revocation of life insurance policies within the “free look” period where the customer would receive a refund in excess of \$10,000;
  - ii. Full or partial surrender of life insurance policies after the “free look” period where the customer would receive a refund in excess of \$10,000.
  - iii. Revocation of life insurance or annuity applications after application but before policy issue in which the customer would receive a refund of more than \$10,000 (life) or \$100,000 (annuity).
2. Transactions that have one or more characteristics outlined below (“red flags”) for suspicious cash and non-cash transactions for which agents should be alert.

## **C. RED FLAGS**

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Listed below are certain “red flags” for suspicious cash and non-cash transactions for which agents should be alert. While none of these necessarily signifies that an individual is engaging in money laundering activity, any one of these red flags should be grounds for additional inquiry to protect the Company’s interests and to determine whether the transaction needs to be reported. Moreover, because this list is not exhaustive, employees and agents must be vigilant for other signs of suspicious activity. Notify National Western immediately if you detect any of these red flags so that the Company can determine whether a Suspicious Activity Report must be filed with the U.S. Department of the Treasury.

### **1. General**

- Transactions and activities involving—directly or indirectly—the following:
  - a. policyholders, beneficiaries, or other individuals who are located in or who are citizens or residents of areas designated by the Secretary of Treasury as of “primary money laundering concern” or who are located in or who are citizens or residents of “Non-Cooperative Countries and Territories” (NCCTs) as designated by the Financial Action Task Force; NCCTs have been identified as having critical deficiencies in their anti-money laundering systems or as being unwilling to cooperate in anti-money laundering efforts. An updated list of NCCTs can be found at [http://www1.oecd.org/fatf/NCCT\\_en.htm](http://www1.oecd.org/fatf/NCCT_en.htm) or requested from National Western;
  - b. types of products, classes of transactions, or types of financial institutions designated by the U.S. government as a “primary money laundering concern”; and
  - c. policyholders, beneficiaries, or other individuals who are on the SDN List.
- Transactions that have unusual patterns, no apparent legitimate commercial or other lawful purpose, or that appear to be structured as multiple transactions in order to avoid the reporting requirements (including transactions of unusual size, frequency, or nature, such as one in which a customer requests termination or cancellation within one year of inception of a single premium policy, especially when cash was tendered for the policy).

- Transactions that are inconsistent with the normal and expected transactions for a particular customer or for customers in the same or similar categories or classes, including transactions that are incompatible with the customer's normal activity or are beyond the customer's apparent financial means (e.g., a customer requests a single premium contract for a large sum).
- Requests for claim payments to a person other than the insured or the named beneficiary.
- A request from the customer that a transaction be processed in such a manner so as to avoid the normal documentation requirements.

## **2. Source and Character of Funds**

- Money originates from bank accounts located in off-shore banking havens, such as the Cayman Islands, the Turks and Caicos Islands, the Channel Islands, Bermuda, and the Seychelles, or any of the countries or territories identified on the Non-Cooperative Countries and Territories list or as of primary money laundering concern.
- Monetary instruments from different branches or different institutions in amounts under \$10,000 on contemporaneous or closely related days.
- Money orders purchased in large quantities on contemporaneous or closely related days at different branches or different institutions.
- Cash in large quantities.

## **3. Annuities and Life Insurance**

- Money is deposited beyond the premium value of the policy, and the money is subsequently removed in the form of loans, which are never repaid.
- Overpayment of premiums with a request to refund the excess to a third party or to a bank account in a different country.
- Assignment of a policy to an unidentified third party for which no plausible reason can be ascertained.
- A number of policies taken out by the same insured for low premiums, each purchased for cash and then canceled with instructions to return the premium to a third party.

## **4. Customers**

- The customer is unwilling to provide, or unnecessarily delays providing, account opening information or information routinely provided by a policyholder.
- The customer appears to be acting as an agent for another person or entity but declines, evades, or is reluctant, without legitimate commercial reasons, to provide information about that person or entity.
- The customer manifests unusual concern about secrecy or asks for information about concealing information from government authorities.
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination of the product.
- The customer is the subject of a news article about an investigation or an inquiry from a regulatory or criminal investigative agency.

- The customer has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry.

#### **D. REPORTING OF CASH TRANSACTIONS**

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Agents must follow the procedures described in this section to enable National Western to comply with the cash transaction reporting requirements under the U.S. Internal Revenue Code (IRC).

Agents must immediately notify National Western when they receive more than \$10,000 in cash in a single transaction or a series of related transactions for the sale of National Western products. Under the IRC, any entity engaged in a trade or business that receives more than \$10,000 in “cash” in one transaction, or in two or more “related transactions,” must file an information return (Internal Revenue Service (IRS) Form 8300). Note that under the IRC’s reporting requirements, the term “cash” means the following:

- (a) U.S. and foreign currency, and
- (b) cashier’s checks, bank drafts, traveler’s checks, or money orders with a face amount of less than \$10,000 if received in any transaction in which the recipient *knows* that the instrument is being used in an attempt to avoid the reporting requirements under the IRC or its accompanying regulations.

The term “related transactions” includes the following:

- (a) any transactions conducted between a customer and National Western or its agents in a twenty-four hour period, and
- (b) transactions conducted during a period of more than twenty-four hours if National Western or its agent has reason to know that each transaction is one of a series of connected transactions. For example, payment of a premium in cash over a period of days, weeks, or months for a single insurance product would be considered related transactions; a report would have to be filed when the aggregate total payment exceeded \$10,000 in “cash” even if no single payment were over \$10,000.

When National Western is required to file a Form 8300, agents must verify the identity of the customer from whom the cash was received:

1. For a non-U.S. citizen, agents must examine the customer’s passport, alien identification card (“green card”), or other official document evidencing nationality or residence.
2. For a U.S. citizen, agents must examine a document normally acceptable as means of identification (e.g., a driver’s license).
3. Agents of National Western must also identify the principal if the agent knows, or has reason to know, that the customer conducting the cash transaction is serving as another person’s agent.

The reporting requirement encompasses cash received by National Western’s agents outside the United States; thus, National Western would have to report the receipt of cash exceeding \$10,000 in value in one transaction or in two or more related transactions by an agent in any country for the purchase of a National Western product.

If an agent intends to physically transport or mail to the United States a check issued by National Western or another U.S. entity and made payable to the agent for the amount of the commission, the agent must endorse the check with a restrictive endorsement (e.g., “Pay to National Western Life Insurance Company”) before mailing or transporting the check.

## E. TRAINING AND CERTIFICATION OF COMPLIANCE

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**By accepting the role of an agent for National Western, each agent accepts duties and responsibilities to comply fully with National Western's anti-money laundering policy and procedures.**

*Agents currently contracted with National Western:*

All agents will receive training describing the Company's anti-money laundering policy and compliance procedures with respect to its agents via an online course. At the end of the course, agents must execute the Certification of Compliance page, certifying that training has been completed. If an agent is unable to access the course online, he or she will receive the material through an alternative means (email, fax, etc.) but must still execute the Certification of Compliance page and return the executed copy to the Company.

*New agents (contracted with National Western subsequent to the training deadline for current agents):*

All new agents will receive a hard copy of the training material described above with their contracting kits. Each agent must execute the Certification of Compliance as part of the new agent appointment process. The Certification of Compliance is located in the Agent Data Sheets for both domestic and international agents.

## V. DISCIPLINARY ACTION

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National Western may impose disciplinary measures against its agents for actions not in compliance with National Western's anti-money laundering policy and procedures, including but not limited to **verbal warning, termination, and notification of law enforcement authorities.**

Whether to impose any or a combination of such disciplinary actions is within National Western's sole discretion, and the Anti-Money Laundering Compliance Plan does not create any rights for any agent. National Western will enforce the compliance program in a consistent manner, imposing appropriate disciplinary action and taking into account any mitigating or aggravating circumstances.

## VI. CONCLUSION

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National Western and its agents share an important responsibility to comply with the Company's Anti-Money Laundering Compliance Plan and all applicable anti-money laundering laws. Violation of federal anti-money laundering laws can expose those responsible to substantial civil and criminal penalties, including—but not limited to—fines and imprisonment. If an agent suspects that a customer may be using National Western's products for money laundering activities, the agent must inform the Company immediately before taking any further action.

**International agents: Any reporting required of agents under this program may be made to the International Client Services Department in writing via email at [intpos@globalnw.com](mailto:intpos@globalnw.com) or via fax (512-719-8521), which will then be submitted to the Compliance Department.**

**Domestic agents: Any reporting required of agents under this program may be made to the Compliance Department in writing via email at [AMLReporting@nationalwesternlife.com](mailto:AMLReporting@nationalwesternlife.com) or via fax (512-719-8503).**

Please direct any questions that you may have concerning this training material to National Western's Marketing Departments (domestic: 800-760-3434 x286; international: 512-719-2433).

**Note: Please sign the Certification of Compliance in the Agent Data Sheet.**



# FIXED INDEXED PRODUCT AGENT ACKNOWLEDGMENT

## for the FIXED INDEXED LIFE

I acknowledge that I have read National Western Life's:

- NWL Lifetime Returns Select® Agent Guide (DM-1065) and Consumer Brochure (DM-1069).
- NWL Lifetime Returns® Agent Guide (SA-9987) and Consumer Brochure (SA-9969-B).
- NWL® Lifetime Returns Solutions Agent Guide (DM-1145) and Consumer Brochure (DM-1146).

I understand the features and mechanics of this life insurance product and I will not make statements that differ from those made in the Consumer Brochure and Agent Guide.

Furthermore, I acknowledge that I understand the following:

- 1) Fixed indexing is a method and formula for calculating fixed interest, and may include such concepts and terms as Participation Rate, Monthly Averaging, Monthly Index Change Rate, Monthly Index Cap Rate, Annual Index Change Rate, and Annual Index Cap Rate.
- 2) This is a LIFE INSURANCE PRODUCT regulated by various state insurance departments. It is NOT an investment security, and it is NOT registered or approved by the SEC.
- 3) While the index-based interest of this product is calculated by a formula linked in part to the S&P 500® Composite Stock Index (excluding dividends), the credited interest will not match the performance of that Index. The actual index-based interest credited may be zero percent.
- 4) No representation, prediction, or guarantee of future interest performance may be made at any time, and past performance is never an indication of future performance.
- 5) The product is a life insurance product with surrender charges and other expenses and charges. As such, it may not be appropriate for all consumers.

**(Note: Iowa Agents will be required to submit course completion documentation when submitting form SA-9939. Course completion consists of 4-hour continuing education/training on indexed products.)**

NWL® Agent Number *(if new agent, leave blank)* \_\_\_\_\_

Agent Name Printed \_\_\_\_\_

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

Date \_\_\_\_\_

See Reverse Side for Annuities

This contract effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between NATIONAL WESTERN LIFE INSURANCE COMPANY<sup>®</sup>, Austin, Texas, and \_\_\_\_\_, General Agent. In this contract the General Agent will be referred to as "you" or "your" and National Western Life Insurance Company<sup>®</sup> will be referred to as "NWL<sup>®</sup>," "us," "we," or "our." It is agreed by the parties as follows:

**1. PRIOR CONTRACT.** The execution of this contract terminates and renders void all prior agency contracts for life insurance (not annuities) made between you and us, except that it shall not be construed to affect or impair (a) any claim by you against us for compensation provided for in such contracts on business heretofore written and (b) any debts, claims, or liens of any kind, whether for money or otherwise, by us against you under any such contract.

**2. INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing in this contract shall be construed to create the relationship of principal and agent or master and servant or employer and employee.

**3. APPOINTMENT.** We appoint you personally and through your agents to procure applications for life insurance contracts as are issued by us subject to our Ratebook and our Rules and Regulations. You and your agents agree to abide by our Rules and Regulations now or hereinafter in force, which Rules and Regulations shall constitute a part of this contract.

**4. AGENTS.** Your agents include: (a) agents and brokers assigned to you by us and (b) agents and brokers appointed by you and subject to the terms of this contract, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must execute a written contract directly with us, and such contract shall be effective only when also executed by us. You have no authority to modify or amend any part of such contract. Although we may be required to appoint a person on our behalf in a particular state, such appointment shall not affect the fact that he/she is actually your agent.

We reserve the following rights at our discretion without liability to you: (a) to refuse to contract with any proposed agent and (b) to terminate the contract of any of your agents with or without cause.

**5. TERRITORY.** You are authorized to do business under the conditions of this contract in any territory in which we are authorized to do business provided you are properly licensed in such territory. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any territory at our discretion without liability to you.

**6. AUTHORITY.** Your right, power, or authority on our behalf shall exist only as expressly stated in this contract. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein.

You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; (h) deliver any policy more than thirty (30) days after issuance by us; or (i) deliver any policy unless the applicant is in the health described in the application and in good health.

Further, you agree that you and your agents shall not: (j) violate the insurance laws of any state in which you may be soliciting applications for insurance; (k) withhold any of our, the policyholder's, prospective policyholder's, or applicant's monies or property; (l) rebate or offer to rebate all or any part of a premium on our insurance policies or annuities; (m) induce or attempt to induce any of our policyholders to discontinue payment of premiums or to relinquish any insurance policy or annuity; (n) induce or attempt to induce any of our agents or brokers to leave our service; (o) perpetrate any fraud against us, our policyholders, prospective policyholders, or applicants; or (p) violate our Rules and Regulations which are incorporated herein. In the event unauthorized act (j), (k), (l), (m), (n), (o), or (p) shall occur, whether before or after termination of this contract, our obligation to pay commissions and any other compensation under this contract and any other contract with you shall cease and terminate immediately, it being agreed that our actual damages resulting from such violations will be difficult to calculate or measure.

**7. MONIES AND SECURITIES.** All monies or securities collected, received, or which otherwise come into the control of you or your agents, which belong to us, our policyholders, prospective policyholders, or applicants shall be securely held in a fiduciary trust, and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies or securities intended for or owing to us, our policyholders, prospective policyholders, or applicants that are collected, received, or otherwise come into the control of you or your agents.

**8. COMMISSIONS.** You shall be paid commissions on premiums paid to and received by us, as set out in the Schedule of Commission accompanying and forming a part of this contract. The Company may, at any time, terminate or amend any Schedule of Commission, or issue a new Schedule of Commission. Any new or amended Schedule of Commission will be subject to the terms and conditions of this contract, and will apply only to policies for which applications are written on or after the effective date of said new or amended Schedule of Commission. The Company will make available to you any new or amended Schedule of Commission by posting it on your agent website.

Your commissions shall be reduced by the amount of any commissions to which your agents are entitled whether we pay such commissions to the agents or to third parties. Commissions shall be payable hereunder only in accordance with our Rules and Regulations and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of policy options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this contract nor any benefits to accrue hereunder shall be assigned nor transferred, either in whole or in part, without our written consent. We agree to pay to you the commissions that your agents would have received from us under their contracts except for their failure to satisfy the terms of their contracts. In no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the vesting provisions of their contracts.

**9. JOINT COMMISSIONS.** In case any agent or any other person acting for us shall secure an application for insurance jointly with you, the credit for such business shall be equally divided (unless otherwise shown on the application) among those whose names appear on the application, and you shall be paid commissions on your share of the business only.

**10. DISPUTED COMMISSIONS.** In all cases where your claim to commissions is disputed for any reason, we shall have the right to decide and settle the dispute, and our decision shall be binding and conclusive.

**11. FIRST YEAR AND RENEWAL COMMISSIONS.** First year and renewal commissions are subject to the following modifications: (a) no commissions shall be paid on premiums for short term insurance or flat extra premiums (substandard); (b) first year commissions on policies with a face amount less than \$2,500 will be reduced by five percent (5%), except where the annualized premiums exceed \$120; (c) commissions shall not be paid on policies reinstated unless such reinstatement was accomplished by you; (d) (i) commissions on policy forms or riders not shown in the "Schedule of Commission," (ii) commissions for conversion of term policies or changes from one form of insurance to another (whether issued originally by this or a prior or predecessor company), or (iii) commissions for the rewriting or replacement of policies (whether issued originally by this or a prior or predecessor company), are not covered by this contract but may be quoted upon request to us and may be changed from time to time or eliminated by us in our sole discretion; and (e) if a policy is reinsured, we may modify the rate of first year and renewal commissions and the period for which renewals will be paid.

**12. STATEMENT OF ACCOUNT.** We will furnish you a copy of your commission account once a month, provided transactions occur in your account during the month. Unless you notify us in writing within sixty (60) days of the issue date of such statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

**13. TERMINATION.** Either party may terminate this contract by giving the other party fifteen (15) days' written notice to such party's last known address. This contract shall terminate immediately in the event of (a) your death, (b) your becoming totally or permanently disabled (as determined by us), (c) your breach of any provision of this contract, or (d) our withdrawal from the territories where you are licensed. Such termination shall not impair your right to receive commissions on policies previously procured except as provided in this contract. After termination of this contract, all debts hereunder are due and payable immediately without further notice or demand.

In addition, if we terminate this contract because of your breach of any provision of this contract, such termination will be a termination for cause.

**14. COMMISSIONS AFTER TERMINATION.** After termination of this contract you shall not be entitled to receive commissions hereunder unless all debts are fully repaid by you to us within thirty (30) days from the date such debts are due. Commissions payable hereunder after the termination of this contract shall be payable only so long as such commissions exceed \$300. If such commissions are less than \$300 during any calendar year, no further commissions will be paid to you after the end of the calendar year.

**15. RESERVATIONS.** We reserve the following rights at our discretion without liability to you: (a) to change commissions on any policy form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any policy forms, (c) to change our premium rates, (d) to reject applications for insurance without specifying cause, and (e) to adopt rules and practices from time to time relating to any matter not otherwise covered in this contract.

**16. ADVERTISING.** You and your agents shall not issue or authorize any advertisement, circular, news release, or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

**17. LEGAL ACTION AND INDEMNITY.** You agree to defend, indemnify, and hold harmless NWL<sup>®</sup>, its directors, employees, officers, shareholders, parents, subsidiaries, affiliated companies, predecessors, successors, assigns, agents, servants, and all others associated with its interests (collectively referred to in this paragraph as "COMPANY"), for any claim, lawsuit, regulatory, administrative, or legal action or proceeding brought against COMPANY arising from or relating to your activity or status as an agent for NWL<sup>®</sup>. You agree that your defense obligation under this paragraph includes your agreement to pay for all expenses of any regulatory, administrative, or legal action, or any combination thereof, initiated by or against us and arising from or relating to your status as an agent for NWL<sup>®</sup>. **YOU AGREE THAT YOUR DUTY TO DEFEND AND INDEMNIFY COMPANY IS WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, IN WHOLE OR IN PART, PREEXISTING CONDITIONS, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), ANY THEORY OF TORT, ANY THEORY OF BREACH OF CONTRACT, ANY THEORY OF DECEPTIVE TRADE PRACTICES, ANY AGENCY THEORY, OR ANY THEORY OF NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF COMPANY AND/OR YOUR NEGLIGENCE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MALICE RELATING TO YOUR ACTIVITY OR STATUS AS AN AGENT FOR NWL<sup>®</sup>.** You further agree that all expenses of COMPANY'S defense will be borne by you, but that COMPANY will have the right to choose its own counsel and direct its own defense at your expense. You agree not to institute any regulatory, administrative, or legal proceeding on our behalf without our written approval. You further agree that this defense and indemnity agreement complies with Texas law, and that you will never contend that this agreement does not satisfy Texas law concerning indemnity agreements. You further agree that this defense and indemnity agreement shall be construed under the laws of the state of Texas. Notwithstanding anything to the contrary in this paragraph, COMPANY shall not demand from you any amount that may be recovered against

COMPANY in any action, and any attorney's fees and other expenses that may have been paid by COMPANY therein, in any case where COMPANY determines you were not at fault and should not be held responsible.

**18. FUNDS AND SUPPLIES.** All books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this contract. All uncollected premium receipts and undelivered policies sent to you for delivery and collection shall be promptly returned to us.

**19. REIMBURSEMENT.** You agree to pay directly or reimburse us for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by this contract, (b) all charges provided in our Rules and Regulations, including charges for not taken policies, for applications not completed, for policies reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure your fidelity and faithful performance under this contract, if such bond is requested by us.

**20. ADVANCEMENTS, COMMISSION FORFEITURE, AND DEBTS.** Any sums that may be advanced to you or your agents by reason of our practice to advance against future commission earnings or for any other reason shall be and become a debt from you to us, due and payable on demand. You shall also be liable for any claims we may have against you or your agents, or both, and such claims shall be considered a debt payable on demand. All debts shall bear interest at the highest rate permitted by law. We shall have a first lien on all compensation payable hereunder or any supplement or amendment hereto for any debt due us from you, and we may at any time deduct from any monies due you under this contract, or from any other source, any debts due from you to us. We have the right to demand that any debts be paid by you at any time. In the event we shall, either during the continuance of this agreement or after its termination, refund premiums under any policy for any reason, you shall forfeit all right to compensation on said policy and immediately repay us on demand the amount of commissions received on the premiums so refunded. You agree to pay any collection fees that we may incur in collecting all debts due from you to us, including reasonable attorney's fees and court costs.

**21. NON-WAIVER.** Forbearance or negligence by us to insist upon compliance by you with the terms and provisions in this contract shall not be construed as or constitute a waiver thereof.

**22. CONSTRUCTION, MODIFICATION, AND VENUE.** This contract shall be governed by and construed in accordance with the laws of the state of Texas. All parties agree that any possible ambiguity found in the terms, provisions, and/or construction of this contract shall not be construed against the drafter of this contract. All agreements between the parties are contained in this contract, and no modification of this contract shall be binding on either party unless made in writing in accordance with our policy. Any suit arising out of this contract shall be instituted in Travis County, Texas and tried under Texas law. Unless otherwise provided, all matters to be performed under this contract shall be performable at our offices in Austin, Texas. Any amount due to either party under this contract shall be payable at our offices in Austin, Texas.

**23. SEVERABILITY AND SURVIVAL.** In the event that any court of competent jurisdiction shall hold any provision or clause of this contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The terms and provisions of Sections 7, 14, 17, 20, 21, 22, and 23 shall survive the termination or expiration of this Contract.

**EXECUTED** as of the date first written above.

Acknowledged, Accepted, and Agreed to:

**NATIONAL WESTERN LIFE INSURANCE COMPANY®**

★ \_\_\_\_\_  
**GENERAL AGENT**

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

**If signing on behalf of a corporation or partnership, please type or print the name of the entity and your title:**

★ \_\_\_\_\_

\_\_\_\_\_  
**EXECUTIVE GENERAL AGENT                      NWL® AGENT NUMBER**

**SA-9645-L3LIFE.Rev.4.09**



***CORPORATE AGENCY  
GUARANTY AGREEMENT***

In order to induce NATIONAL WESTERN LIFE INSURANCE COMPANY® ("NWL®") to enter into the preceding agent contract ("Contract") by and between NWL® and \_\_\_\_\_ (the Corporation), the undersigned Guarantor hereby personally and unconditionally guarantees the performance of all terms, covenants, agreements, understandings, and obligations assumed by the Corporation in the Contract, including but not limited to the payment of any sums of money due thereunder for any reason whatsoever.

This is a continuing guarantee, and applies to any amendment, modification, or acceleration of the Contract. The Guarantor waives notice of default by the Corporation, and agrees that NWL® need not pursue or exhaust any other remedies prior to invoking the benefits of the guaranty contained herein. This agreement shall remain in force notwithstanding the institution of any action by the Corporation under the U. S. Bankruptcy Code, any state bankruptcy laws, or any reorganization or insolvency of the Corporation.

The terms of this guaranty are performable in Austin, Travis County, Texas.

This guaranty agreement is executed by the Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

★ \_\_\_\_\_  
**Guarantor** (Individual's signature)

★ \_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Printed or Typed Name of Witness**

\_\_\_\_\_  
**Address of Witness (Street or Box, City, State, and Zip Code)**



# FIXED INDEXED PRODUCT AGENT ACKNOWLEDGMENT

## for the FIXED INDEXED ANNUITIES

I acknowledge that I have read National Western Life's (check boxes as appropriate):

- NWL® IMPACT 10 Consumer Information Summary and Disclosure (DM-1181 and variations).
- NWL® IMPACT 7 Consumer Information Summary and Disclosure (DM-1180 and variations).
- NWL® IMPACT 7S Consumer Information Summary and Disclosure (DM-1183 and variations).
- NWL® Global Lookback Consumer Information Summary and Disclosure (DM-1106 and variations).
- NWL Ultra Classic® Consumer Information Summary and Disclosure (DM-1109 and variations).
- NWL Ultra Benefit® Consumer Information Summary and Disclosure (SA-9931 and variations).
- NWL Ultra Future® Consumer Information Summary and Disclosure (DM-1108 and variations).
- NWL® Ultra Value Consumer Information Summary and Disclosure (DM-1110 and variations).

I understand the features and mechanics of that/those annuity product(s), and I will not make statements that differ from those made in the Summary and Disclosure.

Furthermore, I acknowledge that I understand the following:

- 1) Fixed indexing is a method and formula for calculating fixed annuity interest, and may include such concepts and terms as Participation Rate, Monthly Averaging, Annual Reset, Annual Asset Fee Rate, Annual or Monthly Index Change Rate, Annual or Monthly Index Cap Rate, and Index Term Period.
- 2) These are FIXED ANNUITIES regulated by various state insurance departments. These are NOT variable annuities or investment securities, and are NOT registered or approved by the SEC.
- 3) While the index-based interest of these annuities is calculated by a formula linked in part to the S&P 500® Composite Stock Index (excluding dividends), the annuity performance will not match the performance of that Index. The actual indexed-based interest credited may be zero percent, although there are minimum guaranteed values, which may be subject to withdrawal charges. (Applies to all products listed above. Please also refer to #6 below for NWL® Global Lookback, NWL® IMPACT 10, NWL® IMPACT 7, and NWL® IMPACT 7S annuities).
- 4) No representation, prediction, or guarantee of future interest performance may be made at any time, and past performance is never an indication of future performance.
- 5) The products are long term deferred annuity products with substantial early withdrawal charges. As such, they may not be appropriate for all consumers.
- 6) The NWL® Global Lookback, NWL® IMPACT 10, NWL® IMPACT 7, and NWL® IMPACT 7S Option K index-based interest on the Account Value is linked in part to the S&P 500® Composite Stock Index, the Nikkei 225 Index, the EURO STOXX 50® Index, and the Hang Seng Index. (Note: The indexes do not include dividends that may be paid on the stocks making up the indexes.) The credited interest will not match the performance of that Index. The actual index-based interest credited may be zero percent.

(Note: Iowa Agents will be required to submit course completion documentation when submitting form SA-9939. Course completion consists of 4-hour continuing education/training on indexed products.)

NWL® Agent Number (if new agent, leave blank) \_\_\_\_\_

Agent Name Printed \_\_\_\_\_

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

Date \_\_\_\_\_

See Reverse Side for Life

This contract effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between NATIONAL WESTERN LIFE INSURANCE COMPANY®, Austin, Texas, and \_\_\_\_\_, General Agent.

In this contract the General Agent will be referred to as "you" or "your" and National Western Life Insurance Company® will be referred to as "NWL®," "us," "we," or "our." It is agreed by the parties as follows:

**1. PRIOR CONTRACT.** The execution of this contract terminates and renders void all prior agency contracts for annuities (not life insurance) made between you and us, except that it shall not be construed to affect or impair (a) any claim by you against us for compensation provided for in such contracts on business heretofore written and (b) any debts, claims, or liens of any kind, whether for money or otherwise, by us against you under any such contract.

**2. INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing in this contract shall be construed to create the relationship of principal and agent or master and servant or employer and employee.

**3. APPOINTMENT.** We appoint you personally and through your agents to procure applications for annuity contracts as are issued by us subject to our Ratebook and our Rules and Regulations. You and your agents agree to abide by our Rules and Regulations now or hereinafter in force, which Rules and Regulations shall constitute a part of this contract.

**4. AGENTS.** Your agents include: (a) agents and brokers assigned to you by us and (b) agents and brokers appointed by you and subject to the terms of this contract, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must execute a written contract directly with us, and such contract shall be effective only when also executed by us. You have no authority to modify or amend any part of such contract. Although we may be required to appoint a person on our behalf in a particular state, such appointment shall not affect the fact that he/she is actually your agent.

We reserve the following rights at our discretion without liability to you: (a) to refuse to contract with any proposed agent and (b) to terminate the contract of any of your agents with or without cause.

**5. TERRITORY.** You are authorized to do business under the conditions of this contract in any territory in which we are authorized to do business provided you are properly licensed in such territory. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any territory at our discretion without liability to you.

**6. AUTHORITY.** Your right, power, or authority on our behalf shall exist only as expressly stated in this contract. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein.

You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; (h) deliver any policy more than thirty (30) days after issuance by us; or (i) deliver any policy unless the applicant is in the health described in the application and in good health.

Further, you agree that you and your agents shall not: (j) violate the insurance laws of any state in which you may be soliciting applications for annuities; (k) withhold any of our, the policyholder's, prospective policyholder's, or applicant's monies or property; (l) rebate or offer to rebate all or any part of a premium on our annuities; (m) induce or attempt to induce any of our policyholders to discontinue payment of premiums or to relinquish any annuity; (n) induce or attempt to induce any of our agents or brokers to leave our service; (o) perpetrate any fraud against us, our policyholders, prospective policyholders, or applicants; or (p) violate our Rules and Regulations which are incorporated herein. In the event unauthorized act (j), (k), (l), (m), (n), (o), or (p) shall occur, whether before or after termination of this contract, our obligation to pay commissions and any other compensation under this contract and any other contract with you shall cease and terminate immediately, it being agreed that our actual damages resulting from such violations will be difficult to calculate or measure.

**7. MONIES AND SECURITIES.** All monies or securities collected, received, or which otherwise come into your control or the control of your agents, which belong to us, our policyholders, prospective policyholders, or applicants shall be securely held in a fiduciary trust, and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies or securities intended for or owing to us, our policyholders, prospective policyholders, or applicants that are collected, received, or otherwise come into your control or the control of your agents.

**8. COMMISSIONS.** You shall be paid commissions on premiums paid to and received by us, as set out in the Schedule of Commission accompanying and forming a part of this contract. The Company may, at any time, terminate or amend any Schedule of Commission, or issue a new Schedule of Commission. Any new or amended Schedule of Commission will be subject to the terms and conditions of this contract, and will apply only to policies for which applications are written on or after the effective date of said new or amended Schedule of Commission. The Company will make available to you any new or amended Schedule of Commission by posting it on your agent website.

Your commissions shall be reduced by the amount of any commissions to which your agents are entitled whether we pay such commissions to the agents or to third parties. Commissions shall be payable hereunder only in accordance with our Rules and Regulations and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of policy options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this contract nor any benefits to accrue hereunder shall be assigned nor transferred, either in whole or in part, without our written consent. We agree to pay to you the commissions that your agents would have received from us under their contracts except for their failure to satisfy the

terms of their contracts. In no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the vesting provisions of their contracts.

**9. JOINT COMMISSIONS.** In case any agent or any other person acting for us shall secure an annuity application jointly with you, the credit for such business shall be equally divided (unless otherwise shown on the application) among those whose names appear on the application, and you shall be paid commissions on your share of the business only.

**10. DISPUTED COMMISSIONS.** In all cases where your claim to commissions is disputed for any reason, we shall have the right to decide and settle the dispute, and our decision shall be binding and conclusive.

**11. FIRST YEAR AND RENEWAL COMMISSIONS.** First year and renewal commissions are subject to the following modifications: (a) no commissions shall be paid on premiums for short term insurance or flat extra premiums (substandard); (b) first year commissions on policies with a face amount less than \$2,500 will be reduced by five percent (5%), except where the annualized premiums exceed \$120; (c) commissions shall not be paid on policies reinstated unless such reinstatement was accomplished by you; (d) (i) commissions on policy forms or riders not shown in the "Schedule of Commission," (ii) commissions for conversion of term policies or changes from one form of insurance to another (whether issued originally by this or a prior or predecessor company), or (iii) commissions for the rewriting or replacement of policies (whether issued originally by this or a prior or predecessor company), are not covered by this contract but may be quoted upon request to us and may be changed from time to time or eliminated by us in our sole discretion; and (e) if a policy is reinsured, we may modify the rate of first year and renewal commissions and the period for which renewals will be paid.

**12. STATEMENT OF ACCOUNT.** We will furnish you a copy of your commission account once a month, provided that transactions occur in your account during the month. Unless you notify us in writing within sixty (60) days of the issue date of each statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

**13. TERMINATION.** Either party may terminate this contract by giving the other party fifteen (15) days' written notice to such party's last known address. This contract shall terminate immediately in the event of (a) your death, (b) your becoming totally or permanently disabled (as determined by us), (c) your breach of any provision of this contract, or (d) our withdrawal from the territories where you are licensed. Such termination shall not impair your right to receive commissions on policies previously procured except as provided in this contract. After termination of this contract, all debts hereunder are due and payable immediately without further notice or demand.

In addition, if we terminate this contract because of your breach of any provision of this contract, such termination will be a termination for cause.

**14. COMMISSIONS AFTER TERMINATION.** After termination of this contract you shall not be entitled to receive commissions hereunder unless all debts are fully repaid by you to us within thirty (30) days from the date such debts are due. Commissions payable hereunder after the termination of this contract shall be payable only so long as such commissions exceed \$300. If such commissions are less than \$300 during any calendar year, no further commissions will be paid to you after the end of the calendar year.

**15. RESERVATIONS.** We reserve the following rights at our discretion without liability to you: (a) to change commissions on any policy form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any policy forms, (c) to change our premium rates, (d) to reject annuity applications without specifying cause, and (e) to adopt rules and practices from time to time relating to any matter not otherwise covered in this contract.

**16. ADVERTISING.** You and your agents shall not issue or authorize any advertisement, circular, news release, or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

**17. LEGAL ACTION AND INDEMNITY.** You agree to defend, indemnify, and hold harmless NWL<sup>®</sup>, its directors, employees, officers, shareholders, parents, subsidiaries, affiliated companies, predecessors, successors, assigns, agents, servants, and all others associated with its interests (collectively referred to in this paragraph as "COMPANY"), for any claim, lawsuit, regulatory, administrative, or legal action or proceeding brought against COMPANY arising from or relating to your activity or status as an agent for NWL<sup>®</sup>. You agree that your defense obligation under this paragraph includes your agreement to pay for all expenses of any regulatory, administrative, or legal action, or any combination thereof, initiated by or against us and arising from or relating to your status as an agent for NWL<sup>®</sup>. **YOU AGREE THAT YOUR DUTY TO DEFEND AND INDEMNIFY COMPANY IS WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, IN WHOLE OR IN PART, PREEXISTING CONDITIONS, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), ANY THEORY OF TORT, ANY THEORY OF BREACH OF CONTRACT, ANY THEORY OF DECEPTIVE TRADE PRACTICES, ANY AGENCY THEORY, OR ANY THEORY OF NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF COMPANY AND/OR YOUR NEGLIGENCE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MALICE RELATING TO YOUR ACTIVITY OR STATUS AS AN AGENT FOR NWL<sup>®</sup>.** You further agree that all expenses of COMPANY'S defense will be borne by you, but that COMPANY will have the right to choose its own counsel and direct its own defense at your expense. You agree not to institute any regulatory, administrative, or legal proceeding on our behalf without our written approval. You further agree that this defense and indemnity agreement complies with Texas law, and that you will never contend that this agreement does not satisfy Texas law concerning indemnity agreements. You further agree that this defense and indemnity agreement shall be construed under the laws of the state of Texas. Notwithstanding anything to the contrary in this paragraph, COMPANY shall not demand from you any amount that may be recovered against COMPANY in any action, and any attorney's fees and other expenses that may have been paid by COMPANY therein, in any case where COMPANY determines you were not at fault and should not be held responsible.

**18. FUNDS AND SUPPLIES.** All books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this contract. All uncollected premium receipts and undelivered policies sent to you for delivery and collection shall be promptly returned to us.

**19. REIMBURSEMENT.** You agree to pay directly or reimburse us for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by this contract, (b) all charges provided in our Rules and Regulations, including charges for not taken policies, for applications not completed, for policies reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure your fidelity and faithful performance under this contract, if such bond is requested by us.

**20. ADVANCEMENTS, COMMISSION FORFEITURE, AND DEBTS.** Any sums that may be advanced to you or your agents by reason of our practice to advance against future commission earnings or for any other reason shall be and become a debt from you to us, due and payable on demand. You shall also be liable for any claims we may have against you or your agents, or both, and such claims shall be considered a debt payable on demand. All debts shall bear interest at the highest rate permitted by law. We shall have a first lien on all compensation payable hereunder or any supplement or amendment hereto for any debt due us from you, and we may at any time deduct from any monies due you under this contract, or from any other source, any debts due from you to us. We have the right to demand that any debts be paid by you at any time. In the event we shall, either during the continuance of this agreement or after its termination, refund premiums under any policy for any reason, you shall forfeit all right to compensation on said policy and immediately repay us on demand the amount of commissions received on the premiums so refunded. You agree to pay any collection fees that we may incur in collecting all debts due from you to us, including reasonable attorney's fees and court costs.

**21. NON-WAIVER.** Forbearance or negligence by us to insist upon compliance by you with the terms and provisions in this contract shall not be construed as or constitute a waiver thereof.

**22. CONSTRUCTION, MODIFICATION, AND VENUE.** This contract shall be governed by and construed in accordance with the laws of the state of Texas. All parties agree that any possible ambiguity found in the terms, provisions, and/or construction of this contract shall not be construed against the drafter of this contract. All agreements between the parties are contained in this contract, and no modification of this contract shall be binding on either party unless made in writing in accordance with our policy. Any suit arising out of this contract shall be instituted in Travis County, Texas and tried under Texas law. Unless otherwise provided, all matters to be performed under this contract shall be performable at our offices in Austin, Texas. Any amount due to either party under this contract shall be payable at our offices in Austin, Texas.

**23. SEVERABILITY AND SURVIVAL.** In the event that any court of competent jurisdiction shall hold any provision or clause of this contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The terms and provisions of Sections 7, 14, 17, 20, 21, 22, and 23 shall survive the termination or expiration of this Contract.

**EXECUTED** as of the date first written above.

Acknowledged, Accepted, and Agreed to:

**NATIONAL WESTERN LIFE INSURANCE COMPANY®**

★ \_\_\_\_\_  
**GENERAL AGENT**

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

**If signing on behalf of a corporation or partnership, please type or print the name of the entity and your title:**

★ \_\_\_\_\_

EXECUTIVE GENERAL AGENT

NWL® AGENT NUMBER

SA-9665-L3ANN.Rev.4.09



***CORPORATE AGENCY  
GUARANTY AGREEMENT***

In order to induce NATIONAL WESTERN LIFE INSURANCE COMPANY<sup>®</sup> ("NWL<sup>®</sup>") to enter into the preceding agent contract ("Contract") by and between NWL<sup>®</sup> and \_\_\_\_\_ (the Corporation), the undersigned Guarantor hereby personally and unconditionally guarantees the performance of all terms, covenants, agreements, understandings, and obligations assumed by the Corporation in the Contract, including but not limited to the payment of any sums of money due thereunder for any reason whatsoever.

This is a continuing guarantee, and applies to any amendment, modification, or acceleration of the Contract. The Guarantor waives notice of default by the Corporation, and agrees that NWL<sup>®</sup> need not pursue or exhaust any other remedies prior to invoking the benefits of the guaranty contained herein. This agreement shall remain in force notwithstanding the institution of any action by the Corporation under the U. S. Bankruptcy Code, any state bankruptcy laws, or any reorganization or insolvency of the Corporation.

The terms of this guaranty are performable in Austin, Travis County, Texas.

This guaranty agreement is executed by the Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

★ \_\_\_\_\_  
**Guarantor** (Individual's signature)

★ \_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Printed or Typed Name of Witness**

\_\_\_\_\_  
**Address of Witness (Street or Box, City, State, and Zip Code)**