



# Contracting Checklist

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

Please return all documents to your Managing Producer for signatures and authorization at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contracting Agreement

- The agreement must be completed and signed by the Producer & Managing Producer.
- Provide Producer Number & tax earnings (if applicable) to:
  - *Individual:* Name, Social Security Number (SS#) and Date of Birth (DOB) are required (Producer Number assigned to individual only).
  - *Entity:* Name and Tax ID of entity, name of Affiliate, SS# and DOB of affiliate is required (Producer Number assigned to entity only).
  - *Both:* Name and Tax ID of entity, name of Affiliate, SS# and DOB of affiliate is required (Separate Producer Number assigned to entity and individual).
- Direct Deposit
  - If the direct deposit information is not completed, a check will be mailed bi-weekly.
- Reserve Account Authorization
  - A **maximum** amount is required to establish a reserve.
  - A **minimum** amount is not required to establish a reserve.

## Commission Schedule

- A copy of the commission schedule(s) should be included when submitting a Contracting Agreement.

## Copy of Current State License(s) of the Producer

## Non-Resident Appointment Fees (If applicable)

- NGL will pay the appointment fees in the resident state only. If applying for appointments in other non-resident states, please include a check or money order for the appropriate fee amount(s) with the copy of non-resident license(s). Once in receipt of the fees, NGL will submit the appointments.

## Assignment of Commissions (If applicable)

- An Assignment of Commissions form is used if commissions are not paid to the Producer, but to the Managing Producer, Agency or other entity.
- Producer is the individual or entity who is contracted but will not be receiving commissions from NGL, removing them from the tax liability.
- Recipient is the individual or entity receiving the commissions and tax liability.

## Anti-Money Laundering (AML) Training (If required in the state the producer writes in)

- Producers are required to complete an initial course within 90 days from the contract approval date.
- A “refresher” course is required every three years after to remain in compliance.

## Compliance Manual

- Provided for your information, the manual will not need to be returned with the contracting forms to NGL.



# Contracting Agreement

National Guardian Life Insurance Company • PO Box 1191 • Madison WI 53701-1191  
contracting@nglic.com • Fax 608.443.5042 • www.nglic.com

Agent Initials \_\_\_\_\_

## **General Powers, Relationship and Duties**

**1. Appointment and Authority.** The undersigned producer (means and referred to as You or Your) is appointed as a Producer of National Guardian Life Insurance Company (means and referred to as NGL, We, Us or Our) and is permitted to solicit applications for those plans of insurance authorized by Us. You agree to procure, renew and maintain any resident and/or non-resident licenses and appointments that any State may require for soliciting applications for Our products.

**2. Independent Contractor Status.** You and We agree that You are an independent contractor and that nothing contained in this Contracting Agreement (referred to as "Agreement") shall be construed to create the relationship of employer or employee between Us and You. You will not be treated by Us as an employee for federal or state tax purposes and We will furnish You with an annual information return (1099-MISC), as applicable per current IRS guidelines. You are free to exercise your own judgment, including the time, place and persons from whom You solicit applications for insurance.

**3. Business Conduct.** Your authority to represent Us is contingent on Your conforming to all rules and guidelines as may be stated in this Agreement, Our compliance manual or any other materials (the 'Company Rules') We provide to You. In addition, You agree to comply with all federal, state or local laws, rules and regulations (the 'Laws and Regulations') where You are doing business. You agree to aid in the care and conservation of Our insurance business and provide prompt service to Our policyowners. You also agree to complete all NGL required training and to appropriately train and supervise Your Producers and Employees and ensure that they comply with all Company Rules and the Laws and Regulations. You agree to report to Us any suspicious or fraudulent activity on the part of Your Producers and Employees. 'Employees' shall include, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Your behalf. Your Producers means all individuals or entities that generate commissions to You, whether or not expressly agreed to by You in writing. If required by Us for the products you market, You agree to maintain errors and omissions coverage, in an amount specified by Us, throughout the term of this Agreement and to provide proof of said coverage to Us upon request. You are a Managing Producer if you receive commissions from Us for insurance sold by Your Producers and as Managing Producer have certain obligations as set forth within this Agreement.

**4. Marketing.** You agree that no territory is exclusively assigned to You and that We may withdraw from any territory. You also agree that We can change, modify or discontinue any policy or rider. In addition, You agree that policyowners are considered Our policyowners and We reserve all rights regarding control, service and distribution of the policyowners. You agree to secure Our written permission before advertising or displaying Company name, logo, products or any materials referring to Us in any form or through any media.

**5. Privacy.** You agree that all nonpublic personal financial information, nonpublic personal health information, personally identifiable information and credit card cardholder data related to any insured or policyowner or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliates, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your Producers and Employees. You shall not disclose or use such information or data except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. You acknowledge that You are responsible for the security of all such information and data.

**6. Legal Proceedings.** Any document that has been served upon You in connection with any legal proceedings involving Us must be transmitted to the Home Office by registered mail within 24 hours after receipt. You will be liable to Us for any loss or expense We incur resulting from Your failure to comply with this requirement. You hereby represent and agree that this Agreement is contingent on Your continuing representation that You have not been convicted and, to the best of Your knowledge, that none of Your Producers or Employees have ever been convicted of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033, unless You obtained the prior written consent of the insurance regulatory official possessing regulatory authority over You. You agree to notify Us immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your Producers or Employees and of any felony conviction(s) of You, Your Producers or Employees. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.

**7. Records.** We shall have the right, but not the obligation, at all reasonable times to inspect Your papers, documents and records, wherever located, which relate to Our business. All papers, documents and records of any sort relating to applications for insurance, existing policies, claims for benefits or inquiries from regulatory authorities must be promptly submitted to Us. You agree to retain all such papers, documents and records for such time as prescribed by the applicable state law. All supplies, computer software and any other indicia of agency must be returned to Us upon demand.



**8. Collection of Premiums.** You may not collect any money on Our behalf except for the initial premium. You agree to be responsible for and to remit promptly, or within the time required by Your state, to Us, all monies collected and to hold all monies in trust for Us, not subject to any offset by You and not to be commingled with Your personal funds.

#### **Compensation**

**9. Compensation.** If You have an arrangement with Your Managing Producer to compensate you directly, You acknowledge that You have no right to commissions from Us for any sales You produce for Us. If You do not have such an arrangement or if We permit You to solicit applications after termination of Your arrangement for compensation direct from Your Managing Producer, You are entitled to compensation in accordance with the Commission Schedules(s) provided to You on business written by You or Your producers. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedule(s) at any time for policies written thereafter.

**10. Unearned Compensation.** If you receive commissions from Us, You agree that commissions are subject to chargebacks as set out in the Commission Schedule(s). In addition, if We return premium at any time for any reason, You agree that You are not entitled to commissions based on those premiums and any such commissions paid to You are a debt due Us. We reserve the right to audit commission payments made to You at any time during the term of this Agreement and We may make adjustments to correct any errors found in the audit. You agree that We shall have the right to establish a commission reserve account in Your name at any time and use any amount in Your commission reserve account to offset any indebtedness You owe to NGL. We have the right to change the amount required and the terms of Your reserve account at any time.

**11. Vesting Of Commissions.** If You receive commissions from Us, You agree that, if this Agreement terminates for any reason, first year commissions are 100% vested, subject to the following provisions:

- a. Any time Your total compensation from Us during a calendar year is less than \$1,000, We may, at Our option, pay You a single lump sum equal to 100% of that year's compensation as full payment in lieu of future vested commissions.
- b. In the event of Your death, compensation payable to You under this Agreement will be paid to Your assigns, if any, otherwise to Your surviving spouse and to Your surviving spouse's estate thereafter. If You die leaving no assigns or spouse, such compensation will be paid to Your estate.
- c. Unless all debts are fully repaid by You within sixty (60) days from the date such debts are due, We may immediately terminate Your rights to any unpaid, vested commissions.
- d. If You are terminated for cause or shall fail to conform to the terms and conditions of this Agreement or any other agreement with Us, We may immediately terminate Your rights to any unpaid vested commissions.

**12. Indebtedness.** Any indebtedness or debt of Yours or Your Producers to Us shall be a first lien against any monies payable hereunder or from any other source and may be deducted from such monies at any time. If not collected by Us through the deduction of monies payable, all such indebtedness shall be paid to Us immediately upon demand along with any applicable collection costs, attorney's fees and interest thereon and thereafter at the then current prime rate plus 5%. You also agree that You remain liable to reimburse Your Managing Producer, agency or other entity to whom You generate commissions for the full amount of any chargebacks due and owing to Us under this Agreement which such Managing Producer, agency or entity has paid on Your behalf.

#### **Limits Of Authority, Termination and Other Provisions**

**13. Limits of Authority.** You agree that this Agreement does not give You the authority to:

- a. Make, alter or discharge a contract for Us, set special rates, waive policy provisions, guarantee dividends, bind Us in any way or commit Us to any actions outside of the policy provisions, make any endorsement to any policy We have issued or extend the time for payment of premiums.
- b. Publish or distribute advertising relating to Us and Our products unless it has been approved in writing by Us in advance.
- c. Assign or transfer any right or interest in this Agreement without obtaining Our written consent in advance.
- d. Waive a complete answer to any question in the application, pass on insurability or accept any underwriting information on Our behalf unless it is specifically entered in Our application forms.
- e. Solicit applications in any state or for any products for which You are not duly licensed and appointed.
- f. Collect the initial premium or deliver any policy not paid for unless the named Insured is at the time of delivery in insurable condition.
- g. Make any outbound calls or send any outbound texts or faxes for the purpose of marketing Our products, unless You are in complete compliance with all applicable federal or state laws, regulations and do-not-call lists, including but not limited to the Telephone Consumer Protection Act of 1991. Notwithstanding the foregoing, You may not send any mass or automated text messages, or make any outbound calls using an automated telephone dialing device or use prerecorded or artificial voice messages on Our behalf.

**14. Termination.** This Agreement may be ended by either party at any time without cause upon advance written notice to the other party. The notice shall be the greater of ten (10) days or the time required by Your state of domicile. This Agreement shall be terminable for cause immediately by written notice to the other party. Cause includes, but shall not be limited to, misrepresentation by You of any information in this Agreement or failure to comply with Our Company Rules, applicable Laws or Regulations.

**15. Indemnification.** You agree to indemnify, defend and hold Us harmless against all liability, damages, losses and expenses, including attorney's fees and all costs and expenses allowed by law, arising as a result of Your or Your Producers' errors or omissions in the preparation, processing or handling of business placed by You or Your Producers with Us, Your or Your Producers' actual or alleged failure to comply with the requirements of federal or state privacy laws, the Telephone Consumer Protection Act, or any other

Agent Initials \_\_\_\_\_

law or regulation, and any other action or inaction by You or Your Producers, including without limitation, Your improper use of forms supplied by Us or Your failure to follow instructions or procedures established by Us.

**16. Survival.** Those provisions which by their nature and reasonable intent would be deemed to survive termination or cancellation of this Agreement shall do so, including but not limited to provisions 5, 10, 11, 12, 15 and 18.

**17. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the choice of law rules of Wisconsin. You hereby submit to the jurisdiction of courts located within the State of Wisconsin and any other state in which a Managing Producer who is financially responsible to Us for Your indebtedness is located.

**18. Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement replaces all agreements, written or oral, between You and Us relating to the same or similar subject matter. This Agreement is not binding on You until signed by You and is not binding on Us until received by Us at Our Home Office. In the event that any provision or clause in this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. You agree that this Agreement may be amended by Us upon thirty days advance written notice and that You will be deemed to have accepted such amendments unless You object to Us in writing within fifteen days from Our transmission or mailing date.

**Demographic Data:**

Provide Producer Number & tax earnings (if applicable) to:  Individual (default)  Entity  Both

Name: \_\_\_\_\_

Gender:  Male  Female Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Agency Name (Required if contracting entity): \_\_\_\_\_

Tax ID Number (Required if contracting entity): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Resident Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*(Please check the primary phone number you wish to be reached at)*

Business Phone: \_\_\_\_\_  Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_  Resident Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Background: (Please explain, including dates, any "yes" answers on a separate sheet)**

Complaint filed against you with an Insurance Department:	<input type="checkbox"/> Yes	State? _____	<input type="checkbox"/> No
Filed Bankruptcy:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Judgment in last seven years:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Felony conviction or violation of 18 U.S.C. § 1033:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Been bonded and had a claim against a bond due to your actions:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Applied for a bond and been refused:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Had a license refused/suspended/revoked, currently restricted or under investigation:	<input type="checkbox"/> Yes		<input type="checkbox"/> No
Indebted to any Insurance Company/Agency/Manager:	<input type="checkbox"/> Yes		<input type="checkbox"/> No

**Direct Deposit:** Please complete the information below or a check will be mailed bi-weekly (If applicable)

Bank Name: \_\_\_\_\_  Checking  Savings  
(Attach a voided check. No deposit slips please.)

Commission payment frequency (Default is bi-weekly):  Daily  Weekly  Bi-Weekly  Monthly

Routing # (Lower left hand corner of check): \_\_\_\_\_

Account # (Lower middle of check): \_\_\_\_\_



**Reserve Account Authorization:**

As a condition of Your representation of NGL, You authorize NGL to reduce commissions under all producer codes by placing the following percentages of Your commission into a Reserve Account.

Single Pay \_\_\_\_\_ %                      Direct Bill \_\_\_\_\_ %                      EFT \_\_\_\_\_ %  
 Credit Card \_\_\_\_\_ %                      Renewal \_\_\_\_\_ %  
 \$ \_\_\_\_\_ Minimum Amount                      \$ \_\_\_\_\_ Maximum Amount

You agree that NGL may reduce Your commissions by the percent shown above until Your reserve account reaches the Maximum Amount. Any time Your Reserve Account falls below the Maximum Amount, NGL will resume commission reductions. You acknowledge that NGL is treating amounts placed in Your Reserve Account as unearned pre-tax commissions that will not earn interest and will not be considered earned until paid to You. You authorize the release of all information concerning Your Reserve Account to any of Your Managing Producers.

Your Reserve Account will be used by NGL to offset commission chargebacks or other unrecovered advances made to You or any of Your Producers for any affiliate or subsidiary of NGL. Your Reserve Account will not normally be used for commission reversals due to premium refunds or policy cancellations. If a chargeback or other unrecovered advance would reduce Your Reserve Account below the Minimum Amount, NGL will reduce Your current compensation unrecovered by the Reserve Account offset. NGL may continue to hold Your Reserve Account during any chargeback period (normally thirteen months) after termination of Your Agreement.

Notwithstanding the above, NGL, at its sole discretion, may use Your Reserve Account to offset any indebtedness owed to NGL by You or Your Producers. NGL retains the right to change the terms, conditions and amounts of Your Reserve Account at any time with or without notice to You.

**General Authorization and Release:**

I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information about me personally and/or my entity (if applicable) from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in a writing delivered to an officer of NGL.

**Fair Credit Reporting Act Consumer Disclosure:**

National Guardian Life Insurance Company (NGL), when making a decision to offer You a producer Agreement or to continue an Agreement, may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq. ("FCRA").

A "consumer reporting agency" is defined in the FCRA as a person or business that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A "consumer report" is defined by FCRA as including any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer.

As an individual with an interest in a relationship as a producer with NGL, You are a "consumer" with rights under the FCRA. If NGL obtains a "consumer report" about You and if NGL considers any information in the consumer report when making a decision that adversely affects You, You will be provided with a copy of the "consumer report" before the decision becomes final. You may also contact the Federal Trade Commission about Your rights under the FCRA.



Agent Initials \_\_\_\_\_

**Authorization to Obtain Consumer Reports:**

Further, by signing below, I hereby voluntarily authorize NGL to obtain "consumer reports" about me from a "consumer reporting agency," as those terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq., and to consider the "consumer reports" when making decisions for any producer status purpose with NGL. I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed in the separate disclosure statement provided to me. I hereby authorize NGL to obtain such reports. I also hereby acknowledge receipt of the Fair Credit Reporting Act Consumer Disclosure.

By signing below, I agree that I am bound by all the terms and conditions of this Agreement. I have read, understand and agree to abide by NGL's Company Rules, including the NGL Compliance Manual, and also agree to comply with all applicable Laws or Regulations. In the event that an Agency Name is completed above, I represent that I have the authority to enter into this Agreement on its behalf and that my signature set forth below is intended to bind both the Agency and myself, personally, to the obligations set forth herein.

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

By signing as Managing Producer, I agree to be responsible for the conduct of, debt incurred by, and practices, training and oversight of the Producer set forth above.

Printed Name of Managing Producer: \_\_\_\_\_

Managing Producer Number: \_\_\_\_\_

Acknowledged by Managing Producer: \_\_\_\_\_ Date: \_\_\_\_\_



# National Guardian Life Insurance Company (NGL)

## Guaranteed Issue Whole Life

### % of Premium Commission Schedule

Ages	First Year Commission	Renewal Commission Years 2-10	Renewal Commission Years 11 +
40-80	60.00%	5.50%	1.00%

**Chargebacks:** No chargeback on accidental deaths.

Non- Accidental Deaths in the first 6 months, chargebacks are 100% of all commission paid. In the second 6 months, chargebacks are 50% of earned commission and 100% of any unearned commissions.

For lapses, surrenders and nonforfeiture options in the first policy year, unearned commissions will be charged back.

**Please note:** Commissions are fully vested.  
This schedule is subject to review and updating.

Producer Name  
GIWL60 5/1/14



# Heritage Trust Program **SINGLE PAY Series**

% of Face Commission Schedule

Single Pay Growth Rate 0.1%		
Ages	Standard Issue	Guaranteed Issue
0-40	25.35%	23.62%
41-45	25.35%	23.62%
46-50	21.45%	18.85%
51-55	21.45%	18.85%
56-60	21.45%	18.85%
61-65	20.48%	17.88%
66-70	18.53%	16.25%
71-75	16.45%	14.30%
76-80	13.33%	11.38%
81-85	10.40%	8.78%
86-90	6.70%	5.85%
91-95	5.40%	4.55%
96-99	1.95%	1.63%

Single Pay Growth Rate 0.5%		
Ages	Standard Issue	Guaranteed Issue
0-40	24.58%	22.23%
41-45	24.58%	22.23%
46-50	20.80%	17.75%
51-55	20.80%	17.75%
56-60	20.80%	17.75%
61-65	19.83%	17.10%
66-70	17.88%	15.28%
71-75	15.80%	13.33%
76-80	12.68%	10.27%
81-85	9.75%	7.80%
86-90	6.37%	4.88%
91-95	5.07%	3.90%
96-99	1.82%	1.30%

Single Pay Growth rate 1.0%		
Ages	Standard Issue	Guaranteed Issue
0-40	23.27%	20.77%
41-45	23.27%	20.77%
46-50	19.70%	16.58%
51-55	19.70%	16.58%
56-60	19.70%	16.58%
61-65	19.05%	16.25%
66-70	16.90%	14.30%
71-75	14.76%	12.35%
76-80	11.51%	9.10%
81-85	8.71%	6.83%
86-90	5.40%	3.90%
91-95	4.42%	3.25%
96-99	1.50%	0.98%

Single Pay Growth Rate 1.5%		
Ages	Standard Issue	Guaranteed Issue
0-40	21.89%	19.79%
41-45	21.89%	19.79%
46-50	18.53%	15.80%
51-55	18.53%	15.80%
56-60	18.53%	15.80%
61-65	18.20%	14.63%
66-70	15.93%	12.35%
71-75	13.65%	10.27%
76-80	10.27%	7.48%
81-85	7.67%	5.40%
86-90	4.42%	3.58%
91-95	3.77%	2.47%
96-99	1.17%	0.85%

Single Pay Growth Rate 2.0%		
Ages	Standard Issue	Guaranteed Issue
0-40	20.74%	18.73%
41-45	20.74%	18.73%
46-50	17.55%	14.95%
51-55	17.55%	14.95%
56-60	17.55%	14.95%
61-65	16.25%	13.00%
66-70	13.85%	10.40%
71-75	11.38%	8.13%
76-80	8.32%	5.85%
81-85	6.05%	3.90%
86-90	4.10%	3.25%
91-95	2.80%	1.63%
96-99	0.91%	0.65%

Single Pay Growth Rate 2.5%		
Ages	Standard Issue	Guaranteed Issue
0-40	19.58%	17.26%
41-45	19.58%	17.26%
46-50	16.58%	13.78%
51-55	16.58%	13.78%
56-60	16.58%	13.78%
61-65	14.30%	11.38%
66-70	11.70%	8.45%
71-75	9.10%	6.18%
76-80	6.37%	4.23%
81-85	4.42%	2.28%
86-90	3.77%	1.63%
91-95	1.82%	0.78%
96-99	0.65%	0.46%



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11/1/2012

Underwritten by: National Guardian Life Insurance Company



Single Pay Growth Rate 3.0%		
Ages	Standard Issue	Guaranteed Issue
0-40	16.90%	13.67%
41-45	16.90%	13.67%
46-50	14.30%	11.57%
51-55	14.30%	11.57%
56-60	14.30%	11.57%
61-65	12.03%	9.43%
66-70	9.23%	6.18%
71-75	6.50%	3.77%
76-80	4.10%	2.28%
81-85	2.47%	0.72%
86-90	1.82%	0.52%
91-95	0.46%	0.33%
96-99	0.20%	0.07%

**Chargebacks** No chargeback on accidental deaths. For lapses, surrenders, not taken and nonforfeiture options in the first policy year, chargebacks are 100%.

All Standard

Non-Accidental Deaths:	Months 1-6	100%
	Month 7	85.71%
	Month 8	71.43%
	Month 9	57.14%
	Month 10	42.86%
	Month 11	28.57%
	Month 12	14.29%

All Guaranteed

Non-Accidental Deaths:	Months 1-12	100%
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**Rescinded death claims will always result in 100% chargeback.**

Please note, when Single or One Pay are being paid by credit card, there is a commission reduction of 2% applied to the policy

HTP8

11/1/2012







# Reserve Account Amendment and Authorization

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

This Reserve Account Amendment and Authorization supplements Your producer agreement (referred to as the Agreement) with National Guardian Life Insurance Company (NGL).

Therefore, as a condition to Your representation of NGL, You authorize NGL to reduce commissions under all agent codes covered by the Agreement by placing the following percentages of commission into a Reserve Account.

\_\_\_\_\_ % Single Pay      \_\_\_\_\_ % Direct Bill      \_\_\_\_\_ % EFT

\_\_\_\_\_ % Credit Card      \_\_\_\_\_ % Renewal

\$ \_\_\_\_\_ Minimum Amount      \$ \_\_\_\_\_ Maximum Amount

The percentages indicated above will be held until the maximum amount is reached. NGL will cease reducing commissions until Your Reserve Account falls below the maximum amount. If a minimum amount is set, Your Reserve Account will not be charged below that amount. You acknowledge that NGL is treating amounts placed in Your Reserve Account as unearned pre-tax commissions that will not earn interest. You authorize the release of all information concerning Your Reserve Account to any of Your Managing Producers.

Your Reserve Account may be used to offset commission chargebacks, returns of premium or other unrecovered advances made to You or any of Your Producers for any company of the NGL Insurance Group. NGL may continue to hold Your Reserve Account during any chargeback period (normally thirteen months) after termination of Your Agreement. After expiration of the chargeback period, any funds remaining in Your Reserve Account will become earned and will be paid to You.

The Parties also agree that the Agreement shall be amended by replacing the existing Paragraph 9, ("Commissions") of the Agreement with the following:

**"9. Compensation.** If you have an arrangement with your Managing Producer to compensate you directly, You acknowledge that you have no right to commissions from Us for any sales You produce for Us. If You do not have such an arrangement or if We permit you to solicit applications after termination of Your arrangement for compensation direct from Your Managing Producer, You agree that the commissions You earn are the commissions in the Commission Schedule(s) less any amounts required to be placed in Your Reserve Account with Us and administered according to the rules and conditions of our Reserve Account Program. We retain the right to change the rules and conditions of our Reserve Account Program at any time with or without notice to You. Amounts placed in Your Reserve Account are unearned commissions and become earned commissions only when actually paid to You. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedule(s) at any time for policies written thereafter."

No other provision of the Agreement shall change. This Authorization and Amendment shall be effective when signed by NGL.

SIGNED BY:

Printed Name of Producer: \_\_\_\_\_

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Managing Producer: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED BY:

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_



# Assignment of Commissions

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

- I, \_\_\_\_\_ (referred to as Producer), for value received, the receipt of which is hereby acknowledged, do assign to \_\_\_\_\_ (referred to as Recipient), all right, title and interest in all commission income due and payable hereafter to the Producer from the Company(ies) above (referred to as the Company) on business written by the Producer. This assignment of commissions does not include compensation obtained through any special contests, incentives, bonuses or awards which may be offered by the Company.
- The Producer further directs the Company to report to the Recipient all commission income hereby assigned, and acknowledges that the Company has made no representations as to the tax treatment of such assigned commissions.
- This assignment is subject to the right of the Company to offset against any such commission payable any indebtedness of the Producer to the Company existing or hereafter incurred.
- This assignment shall continue in effect until such time as no further commissions are due and payable to the Producer from the Company on the subject business, or until the Company receives written notice from the Recipient that this assignment has been terminated.

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Recipient: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Recipient Data:**

Social Security or Tax ID: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Direct Deposit: Please complete the information below or a check will be mailed bi-weekly.

Bank Name: \_\_\_\_\_  Checking  Savings  
(Attach a voided check. No deposit slips please.)

Commission payment frequency (Default is bi-weekly):  Daily  Weekly  Bi-Weekly  Monthly

Routing # (Lower left hand corner of check): \_\_\_\_\_

Account # (Lower middle of check): \_\_\_\_\_

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Accepted by NGL: \_\_\_\_\_ Date: \_\_\_\_\_