



Agent Contracting Checklist

To expedite the contracting process, please follow the steps below:

Step 1: Complete and Sign the Following Items

1. NGL Agreement

- a. The agreement must be completed with a signature on pages 3 & 4 and returned to the Managing Producer for their signature. Once the appointment is completed, an authorized copy will be returned to the producer.

2. Commission Schedule

- a. A copy of the commission schedule(s) must be included (Obtain from your Managing Producer.)

3. Copy of Current State License(s)

4. Non-Resident Appointment Fees (if applicable)

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

5. Direct Deposit Form (include a voided check)

6. Assignment of Commissions Form (Optional)

- a. This form is used if commissions are not paid to the Producer, but to the Managing Producer, Agency or other entity.

7. Reserve Account Amendment and Authorization Form (Optional)

- a. Signatures required for both Producer and the Managing Producer.

Step 2: Return completed contracting material to us via email or fax:

contracting@garityadvantage.com / fax: 339-469-8155 / ph: 800-234-9488 x21



Contracting Agreement

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

General Powers, Relationship and Duties

- 1. Appointment and Authority.** The undersigned producer (referred to as You or Your) is appointed as a Producer of National Guardian Life Insurance Company (referred to as 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 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). 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 rate books, 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 policyholders. You also agree to train and supervise Your producers and Employees and ensure that they comply with all Company Rules and the Laws and Regulations. 'Employees' shall include, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Your behalf.
- 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 policyholders are considered Our policyholders and We reserve all rights regarding control, service and distribution of the policyholders.
- 5. Privacy.** You agree that all nonpublic personal financial information, nonpublic personal health information and credit card cardholder data related to any insured or policyholder 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. This provision survives termination of this Agreement.
- 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. All rate books, 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. You agree that we have the right to establish a commission reserve account in your name at anytime 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. This provision survives termination of this Agreement.
- 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, which survive termination of this Agreement:
- 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.
 - 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.
 - 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.
 - 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. This provision survives termination of this Agreement. All such indebtedness shall be payable on demand with any applicable collection costs and interest thereon and thereafter at the then current prime rate plus 5%. Your Producers include all individuals or entities that generate commissions for you.

Limits Of Authority, Termination and Other Provisions

- 13. Limits of Authority.** You agree that this Agreement does not give You the authority to:
- Make, alter or discharge a contract for Us, set special rates, waive policy provisions, guarantee dividends, bind Us in any way, make any endorsement to any policy We have issued or extend the time for payment of premiums.
 - Publish or distribute advertising relating to Us and Our products unless it has been approved in writing by Us in advance.
 - Assign or transfer any right or interest in this Agreement without obtaining Our written consent in advance.
 - 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.
 - Solicit applications in any state or for any products for which You are not duly licensed and appointed.
 - Collect the initial premium or deliver any policy not paid for unless the named Insured is at the time of delivery in good health and insurable condition.
- 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. 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 unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
- 16. 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.

Producer Data: (Please include a copy of insurance license(s) for all states you wish to do business in)

Managing Producer Producer Please select one or Individual will be chosen: Individual Entity Both

Name _____

Sex Male Female Social Security _____ Date of Birth _____

Agency Name _____

Tax ID # _____

Business Address _____

City _____ State _____ Zip _____

Residence Address _____

City _____ State _____ Zip _____

(Please check the primary phone number you would like to be reached at)

Business Phone (_____) Residence Phone (_____)

Cell Phone (_____) Fax Number (_____)

Email _____

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

Complaint filed against you with an Insurance Department: Yes State? _____ No

Filed Bankruptcy: Yes No Judgment in last seven years: Yes No

Felony conviction or violation of 18 U.S.C. § 1033: Yes No

Been bonded and had a claim against a bond due to your actions: Yes No

Applied for a bond and been refused: Yes No

Had a license refused/suspended/revoked, currently restricted or under investigation: Yes No

Indebted to any Insurance Company/Agency/Manager: Yes No

Direct Deposit: If I am eligible or become eligible for commissions, I request, at no extra cost to myself, that my commissions be automatically deposited to my account at:

Bank Name _____

(Attach a voided check, no direct deposit slips please.)

I would like my commissions deposited: Daily Weekly Bi-Weekly Monthly

Routing # (lower left hand corner of check) _____ Savings **OR** Checking

Account # (lower middle of check) _____

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 agents or producers, including debit balances. I authorize NGL to obtain information 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.

Signature of Producer: _____ Date _____

(Signature also required on the reverse side.)

Commission Schedule(s), if any, of Producer: _____

Acknowledged by Managing Producer: _____ Date _____

Managing Producer Code # _____

Accepted by NGL: _____ Agreement Accepted: _____

Fair Credit Reporting Act Consumer Disclosure:

Obtaining a “Consumer Report” 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.

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.

Signature of Producer: _____ Date: _____

**Home Office
NGL Insurance Group
2 East Gilman Street
P. O. Box 1191
Madison, WI 53701-1191
800.988.0826**



Direct Deposit Enrollment Form

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 request, at no extra cost to myself, that my commissions be automatically deposited to my account at:

Financial Institution (Bank Name): _____

Routing #: _____ (lower left corner of check)

Bank Account #: _____ (lower middle of check)

Savings **or** Checking

I would like my commissions deposited: Daily Weekly Bi-Weekly Monthly

I would like to receive my Commission Statement via website only: Yes No

Full Name (Please Print): _____

Signature: _____

Producer #: _____ Date: _____

Note: Please double-check accuracy of your Routing and Account numbers, so there are no delays in receiving your funds.

Please fax using the original or return the original by mail as soon as possible.

FAX (All Companies): (608) 443-5042



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

1. _____ (referred to as Assignor), for value received, the receipt of which is hereby acknowledged, does assign to _____ (referred to as Assignee), all right title and interest in all commission income due and payable hereafter to Assignor from the Company(ies) selected below (referred to as the Company) on business written by Assignor while employed by or holding a commission contract with the Assignee. This assignment of commissions does not include compensation obtained through any special contests, incentives, bonuses or awards which may be offered by the Company.
2. Assignor further directs the Company to report to Assignee all commission income hereby assigned, and acknowledges that the Company has made no representations as to the tax treatment of such assigned commissions.
3. This assignment is subject to the right of the Company to offset against any such commission payable any indebtedness of the Assignor to the Company existing or hereafter incurred.
4. This assignment shall continue in effect until such time as no further commissions are due and payable to Assignor from the Company on the subject business, or until the Company receives written notice from the Assignee that this assignment has been terminated.

Signature of Assignor: _____ Date: _____

Signature of Assignee: _____ Date: _____

Please include a copy of Assignee's license(s), unless previously provided.

Assignee's Social Security or Tax ID #: _____

Assignee's Street Address: _____

Assignee's City, State and Zip: _____

Assignee's Phone Number: _____

Direct Deposit: I request, at no extra cost to myself, that my commissions be automatically deposited to my account at:

Bank Name _____

(Attach a voided check, no direct deposit slips please.)

I would like my commissions deposited: Daily Weekly Bi-Weekly Monthly

I would like my Bi-Weekly Commission Statement via the Website only: Yes No

Routing # (lower left hand corner of check) _____ Savings **OR** Checking

Account # (lower middle of check) _____

Signature of Authorized Officer: _____ Date: _____

Effective On: _____



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 Authorization and Amendment supplements Your producer agreement (referred to as the Agreement) with the undersigned, selected Company(ies) (hereafter "Company").

Therefore, as a condition to Your representation of the Company, You authorize the Company to reduce commissions under all agent codes covered by the Agreement by placing _____% of Your Commissions in Your Reserve Account with the Company. When Your Reserve Account reaches the maximum amount of \$ _____, the Company will cease reducing commissions until Your Reserve Account falls below the maximum amount. You acknowledge that the Company 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. The Company 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. Commissions. 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 Schedule(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedule(s) at any time by general announcement to Our producers for policies written thereafter."

No other provision of the Agreement shall change.

This Authorization and Amendment shall be effective when signed by the Company.

SIGNED BY:

Signature of Producer: _____ Date: _____

Signature of Managing Producer: _____ Date: _____

APPROVED BY:

Signature of Authorized Officer: _____ Date: _____