



Don Boozer & Associates
1-800-543-0886

NATIONAL WESTERN CONTRACTING CHECKLIST

Agent: _____ Date: _____

Direct Up Line: _____ #: _____

Agency: Don Boozer & Associates # 43337

Documents to be Completed and Returned:

- Producer Information and Data Sheet **(SA-8098)**
- Individual State License(s)
- Corporate State License(s) **(If Applicable)**
- Current E&O Certificate of Coverage
- "Voided" Check and EFT Commission Form **(SA-8786)**

WHEN COMPLETED RETURN TO

Mail: Don Boozer & Associates
2524 Lillian Miller Parkway
Suite 115
Denton TX 76210
Fax: 1-888-543-0886
Email: contracts@donboozer.com

Contracting & Licensing Checklist

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 Commission Payment 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.

Requirements

- 1. Submit a copy of your E&O insurance**
- 2. Submit a copy of your insurance license**
- 3. Corporations: Submit copy of Articles of Incorporation**

Fees

- Resident State License Fees: The Company pays appointment fees. The license examination fees and pre-licensing education fees are the responsibility of the Agent.
- 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 licenses(s) must be enclosed if requesting appointment(s).

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 agent website. I understand that no paper copies of the commission reports will be mailed to me.

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 Program and will comply with the requirements of this program.

Signed ★ _____ **Date** _____

Other Anti-Money Laundering training courses are not acceptable in lieu of the Company-Specific AML training to which you certified above.

In addition, upon approval of your agent contract, you will be automatically enrolled in AML training with LIMRA.

If you've never taken AML training with LIMRA or it has been more than 2 years since you've taken a course, you must complete LIMRA AML training within 30 days after approval of your agent contract. Instructions for completing the training through LIMRA will be available to you on the agent website upon approval of your agent contract.

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 #

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



This contract effective this _____ day of _____, _____, is by and between NATIONAL WESTERN LIFE INSURANCE COMPANY, Austin, Texas and _____, Agent. In this contract the 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 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, if any, to procure applications for life insurance as are issued by us subject to our Ratebook and our Rules and Regulations. You and your agents, if any, 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 may 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, if any, 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 those 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, if any, 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 that 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 any agent that may exist under you, which belong to us, our policyholders, prospective policyholders, or applicants shall be securely held in 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 any agents that may exist under you.
8. **COMMISSIONS.** You shall be paid commissions on premiums paid to and received by us, as set out in the Schedule of Commission of the contract level in which you are being appointed at which forms 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 third parties and their executors, administrators, and estates. 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 by 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.

If any agents exist under your control, the following provisions apply: (1) 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; (2) 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; (3) 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 make available to you a copy of your commission account once a month by posting it on your agent website, 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, or as many days as state law may require if greater, 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 may 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 to us by you as indicated in your commission schedule.
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 any agents that may exist under you, shall not issue or authorize any advertisement, circular, news release or other communications 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[®], 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[®]. 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[®]. **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 (EXPRESSOR 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[®].** 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, whether hard copy or electronic, that were 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 or destroyed by you at your expense at termination of this contract with the exception of all uncollected premium receipts and undelivered policies sent to you for delivery and collection which 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, COMMISSIONS FORFEITURE, AND DEBTS. Any sums that may be advanced to you or your agents, if any, by reason of our practice to advance future commission earnings or for any other reason may 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. 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 to you from 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. CONSTRUCTIONS, 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 performed 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.

You are being appointed at contract level _____. The corresponding Schedule of Commissions should be submitted with this contract, and must be provided by the recruiting agent to the agent being recruited.

EXECUTED as of the date first written above.

Acknowledged, Accepted, and Agreed to By:

* _____
AGENT SIGNATURE

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

CORPORATION NAME PRINTED
(If applicable)

TITLE

* _____
RECRUITING AGENT SIGNATURE

RECRUITING AGENT NAME PRINTED

NWL AGENT NUMBER

NATIONAL WESTERN LIFE INSURANCE COMPANY

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

- 1. How long does it take for EFT commissions to begin once I return the completed form to NWL®?*
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® 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® 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 website at 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 website at 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 203.

AGENCY FAX (512) 719-8506

I hereby authorize National Western Life Insurance Company® (NWL®) to electronically deposit into my checking/savings account all commission payments that are payable to me. I authorize NWL® to electronically deduct from my checking/savings account, as a correcting adjustment, any deposits it may electronically transmit to my checking/savings account in error. This authority remains in force until NWL® receives written notice from me terminating this service or notice from me changing the account information for this service.

I agree to provide written notice to NWL® of any bank/savings account information changes prior to their effective date so that NWL® can act on them before the next commission payment is due me. I understand that NWL® is not responsible for any payments made prior to its receipt of written change notice.

Please print or type legibly:

I am requesting: EFT for the first time a change in my existing EFT instructions.

NWL® Agent Commission Account Number _____

Agent Name _____

I have a(n) Checking Account Savings Account Investment Account

Name(s) on my Bank/Savings Account _____

Account Number _____

Financial Institution Information:

Name of Institution	Address	City	State	Telephone Number	EFT Routing Number

★ _____
Agent's Signature Date

PLEASE ATTACH YOUR VOIDED CHECK HERE

(Concerned about mailing a voided check? Cut off your signature line as an added precaution.)