



# Producer Application

Applying as:  an Individual  a Business Entity  Licensed-Only Producer

**I. Personal Information:** If business entity, list principal information here. Enter full legal name as it appears on your insurance license.

Mr.  Ms.  Mrs.

_____	_____	_____	_____
First Name	Middle Name	Last Name	Suffix
_____		_____	
Date of Birth (mm-dd-yyyy)		Social Security # (xxx-xx-xxxx)	

**II. Business Entity Information:** Required if agreement and commission payments will be in the name of the entity.

Entity must be licensed in states where an entity license is issued and required.

Entity Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

**III. Address & Contact Information:** Note: Most correspondence is sent via email. This includes appointment status, product and policy information, commission rates, etc. An email address is a requirement for appointment.

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

HOME ADDRESS (of individual applicant or principal of business entity):

_____	_____	_____	_____	_____
Street	Street Line 2 (if necessary)	City	State	Zip
_____		_____		
Home Phone Number		Cell Number		

BUSINESS MAILING ADDRESS:

_____	_____	_____	_____	_____
Street	Street Line 2 (if necessary)	City	State	Zip

BUSINESS PHYSICAL ADDRESS (if different than above):

_____	_____	_____	_____	_____
Street	Street Line 2 (if necessary)	City	State	Zip
_____		_____		
Business Phone Number		Business Fax Number		

**Communication Preference** - If correspondence is mailed, please indicate which address should be utilized:

Home Address  Business Mailing Address

**National Life Insurance Company® | Life Insurance Company of the Southwest™**

LSW Home Office: 15455 Dallas Pkwy., Addison, TX 75001 / Telephone: 800-579-2878 / www.LifeofSouthwest.com  
National Life Home Office: One National Life Drive, Montpelier, Vermont 05604 / Telephone: 800-277-9929 / www.NationalLife.com  
National Life Group is a trade name of National Life Insurance Company and its affiliates. Each company of the National Life Group is solely responsible for its own financial condition and contractual obligations. LSW is not authorized to sell insurance in New York.

**IV. State License Information:**

Your state license will be confirmed by ordering a producer database report using the social security number or tax id provided herein. State regulation requires you hold a license before performing any insurance transactions.

Do you have a FINRA license?  Yes  No

Broker/Dealer Name: \_\_\_\_\_ CRD#: \_\_\_\_\_

**V. Commission Payments:** EFT payment is required in order to pay commissions. It may take up to two payment cycles to open or change an EFT agreement.

Name on Account: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_ City & State: \_\_\_\_\_

ABA/Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

I authorize any company within the National Life Group to deposit my commissions directly into the above account. I also authorize a debit to this account for any deposit they have made in error.

**VI. Recruiter Information:**

Recruiter Business or Individual Name: \_\_\_\_\_

Recruiter Phone: \_\_\_\_\_

**VII. Background Information:** If the answer to any of the following questions is "Yes", please attach an explanation and all relevant documentation – e.g. supporting documentation regarding any final order.

- |  | YES                   | NO                    |
|--|-----------------------|-----------------------|
| a. Have you or any business in which you held an interest ever had your insurance license, securities license or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for noncompliance with continuing ed. or renewal fee requirements)  | <input type="radio"/> | <input type="radio"/> |
| b. Have you ever had a complaint filed, a regulatory inquiry/investigation, an arbitration, or been sued by an insurance department, state securities office, attorney general or any other regulatory agency?   | <input type="radio"/> | <input type="radio"/> |
| c. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?   | <input type="radio"/> | <input type="radio"/> |
| d. Have you been charged with, pled guilty or no contest to, or been found guilty of any felony or of any misdemeanor, or, are you now under indictment? *If you were convicted of any felony involving dishonesty or breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033). | <input type="radio"/> | <input type="radio"/> |
| e. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?  | <input type="radio"/> | <input type="radio"/> |
| f. Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production?  | <input type="radio"/> | <input type="radio"/> |

Explanation:

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

**VIII. Certification & Acknowledgement:**

I understand that this application will form a part of any Agreement with any of the companies within the National Life Group: National Life Insurance Company and Life Insurance Company of the Southwest; and the information provided herein is, to the best of my knowledge, an accurate statement of fact. I further understand that if any response given by me in this application is found to be incorrect or incomplete, it will be grounds for termination at the sole discretion of National Life Group.

I apply to the Bonding Company for a bond on my behalf as required by National Life Group. I also bind myself, my heirs, executors and administrators to indemnify and/or reimburse the Bonding Company for any and all loss incurred by it or for which, by reason of any act of mine, it may become liable. I agree that the Bonding Company may decline to become surety for me or cancel any bond which it may have issued, and that, except as specifically provided by law, it need not disclose to me the reasons therefore.

It is my responsibility to immediately notify in writing to National Life Group's contracting department if I am convicted of or plead guilty or no contest to any felony at any time. If appointed as a Registered Representative, I acknowledge that it will be my responsibility to send National Life Group timely written notification of any disciplinary action brought against me or my Broker Dealer.

I acknowledge and agree that National Life Group may provide my producer data to a third party E&O Administrator or AML provider contracted for the purpose of maintaining such records.

**IX. Authorization to Conduct Background Investigation:**

I understand that investigation background inquiries may be made on me including, but not limited to, a review of consumer credit, court records, employment and insurance department files. I authorize any company within the National Life Group, now or any time in the future, to request information from various federal, state, and other agencies, including FINRA, PDB and Vector One, current or former employers or companies I have been appointed with, financial institutions or other persons or entities having knowledge about me and/or which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences and those of any business entity owned by me. I release said individuals or companies from all liabilities for any damage whatsoever for providing this information. I also release any person and companies contacted regarding me from any liability with respect to the content of verbal or written information. I authorize any such information obtained to be disclosed to anyone in my commission hierarchy.

**I understand my request for appointment may be denied if my background does not meet Company standards. I further understand I may appeal such attempt for denial for which does not guarantee approval.**

A photocopy of this authorization may be accepted with the same authority as the original, and I specifically waive any written authorization request regardless of the date it is signed. I have been given a standalone consumer notification that a report will be requested and used for the purpose of evaluating me for retention as a life insurance producer or for an appointment or appointment renewal required by law. I authorize any party or agency appointed by National Life Group to obtain the above information.

**W9:**

Check the appropriate box:  Individual/Sole Proprietor  Partnership  Corporation  Other

Under the penalties of perjury, I certify that:

- |  | YES                   | NO                    |
|--|-----------------------|-----------------------|
| (1) The number shown on this application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and   | <input type="radio"/> | <input type="radio"/> |
| (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and | <input type="radio"/> | <input type="radio"/> |
| (3) I am a U.S. person (including a U.S. resident alien  | <input type="radio"/> | <input type="radio"/> |

The Internal Revenue Service does not require your consent to any provision of this section other than the certifications required to avoid backup withholding.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Agent Agreement

THIS AGREEMENT, made by and between LIFE INSURANCE COMPANY OF THE SOUTHWEST (“Company”) and the agent on the signature page hereof, is effective on the Date of Agreement Acceptance by LSW.

**WITNESSETH:**

In exchange for the good and valuable consideration recited herein; the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**ARTICLE I — APPOINTMENT**

**1.1 Appointment.** Subject to the provisions of this Agreement, the Company hereby appoints agent as an Agent of the Company.

**1.2 Territory.** It is understood and agreed that this Agreement does not grant any exclusive territory to Agent and does not impose upon Agent any territorial limit of operation except such limitations imposed under appropriate laws or regulations regulating the authority of Agent to sell insurance in various states or such territorial limits as Company may impose in a separate writing.

**1.3 Relationship.** This Agreement is not a contract of employment and does not create the relationship of employer and employee between the Company and Agent. Agent is not expected or obliged to devote full time and effort to the business of the Company or to represent the Company exclusively. It is understood and agreed that this Agreement calls for results and does not purport to control the time or manner of performance of Agent. Rather, Agent is an independent contractor and shall exercise his own judgment and discretion in the conduct of the business contemplated under this Agreement, subject to the provisions hereof. Agent specifically recognizes his responsibility for payment of any applicable taxes levied by Federal, State or Local authorities as a result of compensation arising hereunder.

**ARTICLE II — AUTHORITY**

**2.1 General Provision.** The powers and authority of Agent are only those expressly provided under this Agreement. Any and all such powers and authority shall continue only during the pendency of this Agreement and shall terminate on the date of termination thereof.

**2.2 Solicitation.** Agent is hereby empowered and authorized to solicit applications for individual life, annuity, accident, and health policies on forms then being issued or offered by the Company (hereinafter individually and collectively referred to as “products”) both personally and through agents appointed and assigned by the Company to Agent from time to time.

**2.3 Recruiting.** Agent may recruit and recommend the appointment by the Company of agents. Agent shall have no authority to make any such appointment on behalf of the Company; and no purported assignment shall be valid unless and until such agent has been appointed by the Company and has executed an Agreement on a form provided by the Company and that has been signed and accepted by an authorized representative of the Company. The Company shall not be obligated to appoint any agent or to assign any agent to Agent; and the Company expressly reserves the exclusive right and sole discretion to assign and to terminate the assignment of any agent at any time. The assignment of any agent to Agent shall terminate immediately upon the earlier of the termination of this Agreement or of the agreement between the Company and such agent.

**2.4 Limitation of Authority.** Agent shall have no power or authority to, and hereby agrees and warrants that he will not, do any of the following:

- (a) waive, alter, amend, modify or discharge any policy or contract of the Company;
- (b) waive forfeiture under any policy;
- (c) quote rates other than as provided in writing by the Company;
- (d) extend time for the payment of any premiums due the Company;
- (e) receive any monies for the benefit of the Company except initial gross premium which must be paid by check from the policyholder and made payable to the order of the Company;
- (f) incur any liability, obligation or indebtedness on account of the Company;
- (g) endorse or negotiate any checks or other instrument payable to or to the order of the Company;

(h) voluntarily accept services of process on behalf of the Company.

## ARTICLE III — DUTIES AND RESPONSIBILITIES

**3.1 General Provisions.** Agent shall fairly and properly represent the Company and its products and services and shall faithfully perform all the duties within the scope of the appointment under this Agreement and pursuant to the operation of the Agency established hereunder. In particular, but without limitation, Agent agrees to perform the duties set forth below.

**3.2 Premiums.** Agent shall collect and receive, or cause to be collected and received, the initial gross premium on policies secured by Agent or by agents assigned by the Company to Agent and shall remit said premium to the Home Office of the Company in the original form and amount received within three business days after the receipt thereof. All such premiums must be payable by check from the policyholder and made payable to the order of the Company and at all times shall remain the property of the Company.

**3.3 Rules.** Agent agrees to become familiar and to comply with all of the Company's rules, regulations and instructions, and with all applicable statutes and regulations of any state or jurisdiction in which Agent is authorized to conduct business which may be in force on the Acceptance Date of this Agreement or at any time during the pendency thereof.

**3.4 Company Advertising.** Agent agrees not to use or cause to be used any letters, advertising materials, or any other printed or electronic matter or promotion of any kind relating to the Company unless first approved in writing by the Company.

**3.5 Expenses.** It is expressly understood and agreed that Agent shall be liable for, and indemnifies the Company against all costs, expenses, obligations, debts, damages, taxes, fees and penalties of whatever nature which are incurred, levied or assessed by or against the Company whether pursuant to this Agreement or otherwise which result from the acts or omissions of Agent.

**3.6 Acts of Others.** Agent shall be responsible and liable for the acts and omissions of the agents requested by Agent to be assigned by the Company to Agent and any damages and obligations arising therefrom, which acts and omissions shall, for purposes of this Agreement, be deemed to be those of Agent and Agent agrees to indemnify and hold the Company harmless from any loss the Company may suffer due to such acts or omissions.

**3.7 Bond.** Agent shall, upon demand by the Company, promptly furnish and maintain at his expense a security bond satisfactory to the Company for the payment of any and all amounts which are or become due or payable to the Company under this Agreement or under prior or subsequent agreement between the Company and Agent.

## ARTICLE IV — COMPENSATION

**4.1 Determination.** The full compensation of Agent under this Agreement shall be determined solely in accordance with the provisions of the Schedules attached hereto and made a part hereof, which is in effect on the effective date of policies solicited by Agent or his agents. The Company shall have the exclusive right and sole discretion at any time to unilaterally terminate any such Schedule or to modify all or any portion of any such Schedule, or the rate, amount or method for determining the commission or compensation, provided such action is uniformly taken with respect to all persons to whom such Schedules apply. Such modifications or terminations shall become effective on the date specified in such Notice (see Sec. 7.5) but shall have no effect on compensation resulting from policies with both an effective date and an application date prior to the effective date of such modification or termination.

**4.2 Payment.** Compensation shall become due Agent only upon actual receipt in good funds by the Company of the premiums or other payment due the Company and upon application of such premiums or payment against the policy or contract to which it applies. The Company at its discretion may assign a new servicing agent to a policyholder based on the written request from the policyholder or upon the Company's determination that the writing agent is not servicing the policyholder. Such reassignment would affect only new premium received by the Company and will not affect vested agent commission of the original writing agent(s). Compensation shall be paid in accordance with the standard practices and procedures of the Company, which practices and procedures may be changed by the Company at any time.

If a policy is reassigned to a new agent, commission will be paid to the new agent on new premium received by the Company. New premium, when a policyholder is paying premium pursuant to a scheduled life premium, salary reduction, salary deduction, or bank draft amount (Scheduled Premium), is any increased premium received by the Company over the Scheduled Premium amount. If there is a subsequent reduction in the Scheduled Premium payments, commission on the most recent increase will be affected first. In the event of multiple agent claims on subsequent compensation after a Scheduled Premium increase, the Company, in its sole discretion, will determine payment of compensation.

**4.3 Adjustments.** The Company shall have the exclusive right and sole discretion to withdraw, rescind, cancel, terminate or reduce all or any portion of coverage or any policy or contract issued by the Company. If the Company exercises such right and tenders a return of all or any portion of the premium or payment therefor, or if the Company is required by law to tender a return of all or any portion of premium or payment, any compensation received by Agent with respect to the amount of premium or payment so tendered shall constitute an indebtedness of Agent to the Company and Agent shall remit the amount of such compensation to the Company in full within ten (10) days after the receipt of notice of demand therefor. If any policy issued pursuant to this Agreement is deemed by the Company in its sole discretion to replace any other policy on the same life, then the compensation, if any, payable with respect to the replacement policy shall be determined by the Company and its determination shall be conclusive. The termination of a policy previously issued on the same life, within six (6) months prior or subsequent to the date of application for a new policy shall be conclusive that it is a replacement policy.

**4.4 Indebtedness.** Any money or thing of value due the Company from Agent whether arising under this Agreement, any prior or subsequent agreement, due to an act by another agent as defined in Section 3.6, or otherwise shall constitute an indebtedness of Agent to the Company. The Company shall at any time have the right to set off all, or any part, of any such indebtedness against any amount payable to Agent under this Agreement, and any prior or subsequent agreement or otherwise. As security for any and all such indebtedness, Agent hereby transfers, assigns and grants to the Company a security interest in and a first lien upon all amounts payable to Agent by the Company and the said right of offset shall not be extinguished by the termination of this Agreement.

Interest on any indebtedness due and owing to Company from Agent is payable monthly and shall be due and payable on the 1st day of every Month, at a rate of 1% per month on the outstanding balance, unless such indebtedness is evidenced by a separate written agreement with Company which contains a different interest rate.

It is the intention of Company to conform strictly to all applicable usury laws now or hereafter in force. Interest payable under this Agreement shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under any law; any interest in excess of that maximum amount shall be credited to the principal amount owed under this Agreement or, if that has been paid, refunded. The Agreement and all other agreements between Company and Agent, whether now existing or hereafter arising, and whether written or oral are limited so that under no circumstances whatsoever, shall the amount paid, or agreed to be paid to Company by Agent for use, forbearance, or detention of any money loaned to Agent by Company, or otherwise due and owing to Company by Agent under this Agreement, or for the payment or performance of any covenant, or obligation between Company and Agent exceed the highest lawful rate permissible under applicable law. This provision overrides any other provision in this and all other instruments concerning the indebtedness evidenced by the Agreement.

**4.5 Vesting.** Commissions shall only be vested in accordance with the Schedule or Schedules attached hereto. In the event of termination of this Agreement pursuant to Section 5.1, commissions shall be fully vested unless the Agent is paid less than three hundred dollars (\$300.00) in any calendar year following termination. In that event, no further renewal commissions will be paid.

## ARTICLE V — TERMINATION

**5.1 Termination Without Cause.** This Agreement may be terminated without cause by either party by giving to the other party 15 days prior notice to the other party's last known mail or e-mail address as shown by the records of the party giving such notice. This agreement shall automatically terminate as of the date of the death or adjudged incompetency of Agent and/or the date of death of the Guarantor, if applicable. In the event of such death or incompetency, any compensation due Agent hereunder shall be paid subject to the terms hereof when due to the lawful spouse of Agent, if living, otherwise to the estate of Agent.

Death of the Guarantor shall not limit or affect the Guarantor's estate's liability hereunder nor for all obligations of the Agent under this Agreement.

**5.2 Termination With Cause.** This Agreement may be terminated "For Cause" upon the occurrence of events listed herein in Section 5.2 by sending to the last known address of Agent a written notice of such termination which shall be effective upon the mailing of such notice by first class mail. The events for which this Agreement may be Terminated for Cause are:

- (a) failure to strictly observe any company rule, regulation, requirement, or instruction;
- (b) violation of any state insurance law, regulation, or policy;
- (c) withholding any money, policy receipt, or property of the Company;
- (d) rebating, or offering to rebate, all or any part of a premium on a policy of insurance issued or to be issued by the Company or violation of the anti-rebate laws of any state;
- (e) inducing, or attempting to induce, any policyholder of the Company to discontinue payment of premiums or to relinquish any policy;
- (f) inducing, or attempting to induce, any agent to leave the Company's service;
- (g) violation of any criminal law or statute;
- (h) making any representation or performing any fraud or dishonesty affecting the Company or its policyholders;
- (i) breach or violation of any provision of this contract.

The Company shall have, for each and every such act or omission, the right to terminate this Agreement For Cause.

### 5.3 Effect of Termination.

**5.3.1 Generally.** Upon any termination of this Agreement, any and all obligations of Agent to the Company shall mature, accelerate and become immediately due and payable in full notwithstanding any agreement to the contrary; and Agent shall immediately and without further notice return all then undelivered policies and all property furnished or provided to Agent by the Company.

**5.3.2 Effect of Termination Without Cause.** Agent shall continue to receive any vested commissions as defined in Section 4.5 subject to all rights of the Company for offset as previously defined in Article IV.

**5.3.3 Effect of Termination for Cause.** If the Company does so terminate this Agreement For Cause, Agent shall, as of the date of termination, unconditionally forfeit all right, claims and demands whatsoever of Agent against the Company for first year commissions and renewal commissions, or other compensation or payment, whether accrued and not payable at the date of termination, or to accrue after the date of termination, under this or any previous agreement, contract, or supplementary or amendatory agreement or contract between Agent and the Company, but nothing herein shall be construed to affect any rights or claims of the Company against Agent under this Agreement or otherwise. Any agents assigned by the Company to Agent shall be reassigned by the Company to another Agent of the Company immediately upon the effective date of termination of this Agreement. Agent shall not receive any compensation on policies submitted after the date of termination by any person assigned to Agent on the date of termination.

**5.3.4 Subsequent to Termination.** If, subsequent to a termination of this Agreement without cause, Agent shall misappropriate or impair any funds or property of the Company or any funds received for or on account of the Company, or otherwise fails to remit any funds due or property of the Company within ten (10) days after receipt of notice or demand therefore, or does any of the acts listed in Section 5.2, then upon the occurrence of any such act or event, the Company shall be fully and completely discharged with respect to any and all obligations from the Company to Agent.

## **ARTICLE VI — GUARANTEE**

**6.1** In exchange for Company agreeing to appoint Agent, and as an inducement to do so, Guarantor absolutely and unconditionally guarantees to Company all debts or liabilities owed or to be owed by Agent to Company under the Agreement.

**6.2** Company shall first make a reasonable effort to collect such debts or liabilities from Agent, but if after such effort such amounts remain unpaid, Company shall make written demand for such indebtedness upon Guarantor. Such demand shall be sent by U.S. mail to Guarantor at the address shown herein for Guarantor.

**6.3** Guarantor shall have fifteen (15) days after receipt of written demand to pay the Indebtedness to Company after which all such Indebtedness shall be due and payable to Company at the Company's headquarters in Dallas, Texas.

**6.4** Guarantor shall not assign Guarantor's obligations hereunder without the prior written consent of Company.

## **ARTICLE VII — GENERAL PROVISIONS**

**7.1 Entire Contract.** This Agreement and the Schedules of Compensation and Commissions attached hereto, as amended, contain the entire understanding between the parties and incorporates all prior and concurrent contracts and agreements therebetween, whether written or oral on all matters. No modification of any provision of this Agreement, except modifications of the Schedules of Commissions, shall be effective unless made in conformity with Section 7.5 hereof and having been sent and signed by the President or Vice President of the Company.

**7.2 Prior Contracts.** No provision of this Agreement shall be deemed to abrogate or render void any provision of any written agreement executed by the parties hereto prior to the Acceptance Date of this Agreement relating to the form and amount of commissions with respect to policies issued by the Company prior to such Acceptance Date.

**7.3 Waiver.** The forbearance, neglect or delay of either party to strictly enforce any provision of this Agreement shall not at any time operate as a waiver or estoppel of any right of the parties under this Agreement regardless of the similarity of the circumstances.

**7.4 Assignment.** Agent shall not assign, transfer, encumber or otherwise relinquish or dispose of this Agreement or any right or interest hereunder, except upon the prior written approval of the President or a Vice President of the Company. Any purported assignment, transfer, encumbrance or other relinquishment or disposition of such right or interest not so approved shall be void and unenforceable against the Company regardless of notice thereof. The Company makes no representations as to the validity of any assignment.

**7.5 Notice.** Any notice required under this Agreement may be made in writing or by electronic mail ("e-mail") and shall be deemed received on the date mailed, if properly addressed to the last known mailing address of the other party made available to the Company; if sent by e-mail shall be deemed received on the date sent, if properly addressed to the last known e-mail address of the other party made available to the Company and, if otherwise given, on the date actually received.

**7.6 Situs.** This Agreement is made and performable in Dallas, Dallas County, Texas. The parties agree that any action at law or in equity hereunder shall be brought in Dallas County, Texas and that the laws of the State of Texas shall govern any dispute arising hereunder.

**7.7 Headings.** The headings of this Agreement are for the purpose of convenience only and shall not limit or broaden the provisions hereunder which shall control.

**7.8 Remedies.** All right and remedies under this Agreement, which are afforded at law or in equity shall be cumulative and not alternative.

**7.9 Business Days.** Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

**7.10 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**7.11 Number and Gender.** Words importing the singular shall include the plural number and vice versa, and any pronoun used shall be deemed to cover all genders.

**7.12 Separate Agreement.** This Agreement constitutes a separate agreement independently supported by good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and this Agreement shall be interpreted, construed and enforced separate and apart from any other agreement between and among the parties. The parties further agree that any claim or cause of action of any party against any other party arising under any other agreement between or among the parties, or out of any set of facts shall not constitute a defense to the enforcement of the covenants and agreements contained in this Agreement.

**7.13 Severability.** If any provision of this Agreement is held for any reason to be invalid, it will not invalidate any other provisions of this Agreement which are in themselves valid, nor will it invalidate the provisions of any other agreement between the parties hereto. Rather, such invalid provision shall be construed so as to give it the maximum effect allowed by applicable law. Any other written agreement between the parties hereto shall be conclusively deemed to be an agreement independent of this Agreement.

**7.14 Successors and Assigns.** This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement and the rights and obligations hereunder, may not be assigned without the prior written consent of the other.

**7.15 Time of the Essence.** Time is of the essence in this Agreement.

**7.16 Attorney's Fees and Costs.** In any legal proceeding of any kind brought by Company to recover any indebtedness owed to Company by Agent under, arising out of, or related to this Agreement, Agent agrees to pay all reasonable attorney's fees and other collection costs incurred by Company in connection with or as a result of such legal proceeding.

IN WITNESS WHEREOF the Company and Agent, intending to be legally bound hereby, have executed this Agreement as of the date of acceptance by Company (LSW).

## Agreement

Is for Individual     Corporation or Business Entity\*

Name of Corporation or Business Entity\* \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

\*If Agent is a Corporation or Business Entity, signature assigns signer as Guarantor

I have read and completed the above required information.  Click here to Agree.

LIFE INSURANCE COMPANY OF THE SOUTHWEST / 15455 Dallas Pkwy., Ste. 800, Addison, TX 75001

BY \_\_\_\_\_

Date of Acceptance of Agreement \_\_\_\_\_



# Addendum to LSW Agent Agreement

**Insurers' Property and Confidential Information.** As Producer, information pertaining to the business of Insurers or to any of their customers or prospective customers, shall be and shall remain the sole and exclusive property of Insurers. All information obtained by Producer during the course of the affiliation with Insurers is to be treated as confidential and/or proprietary business information of Insurers. Confidential Information does not include any information that becomes publicly available without a breach of any confidentiality obligation or information which became known to Producer prior to the date of this Agreement.

Confidential Information includes, but is not limited to:

- a) non-public information pertaining to lists of customers and customer contact information
- b) financial or other personal information pertaining to customers
- c) insurance policy renewal or expiration dates
- d) customers' insurance needs and specifications
- e) beneficiary information and other related data
- f) financial information, data or statements
- g) product research and development information
- h) existing and future product plans, designs, and performance specifications
- i) marketing plans, strategies or schematics
- j) printed or verbal communications, information stored electronically, memorized or in any other form, furnished by Insurers to Producer or at our direction, or otherwise obtained by Producer in the course of Producer duties on behalf of Insurers
- k) any information governed by federal and state privacy laws and regulations Accordingly, Producer specifically agrees not to divulge to, share with, or permit access by any person, Insurer or organization not currently affiliated with Insurers such Confidential Information, during and after termination of Producer's agreement with Insurers. Producer further agrees that under no circumstances shall Producer reveal or permit this information to become known by any competitor of Insurers; and shall not to use this information except for the sole purpose of conducting authorized business on behalf of Insurers.

A breach of this section by Producer will cause irreparable harm to Insurers and actual damages may be difficult to determine or may be inadequate. Accordingly, Producer and Insurers agree that in the event of such breach, Insurers shall be entitled to injunctive relief in addition to such other legal or equitable remedies which may be available.

Upon termination of this Producer Agreement, Producer shall promptly return to Insurers, whether requested or not, all original materials and information previously provided to Producer and any copies, notes, recordings, transcriptions or any other reproductions of such Confidential Information. At Insurers' request, Producer shall delete or destroy all proprietary and Confidential Information. If any Confidential Information is sought by subpoena, court order or administrative decree, Producer will advise Insurers promptly and provide copies of such subpoena, order or decree in order to permit Insurers the opportunity to oppose or seek to limit such disclosure. Producer shall not voluntarily disclose any information under such circumstances.

Additionally, I will implement and maintain, for the term of this Agreement, procedures for the protection of personally identifiable Information that are in compliance with all applicable Federal, State and local laws, regulations and guidance, including without limitation 201 C.M.R. §§17.00 et seq, as well as other laws, regulations and guidance designed to protect privacy, data security and data protection.

**DISCLOSURE NOTICE**  
**[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]**  
**DISCLOSURE REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS**

National Life Insurance Company, Life Insurance Company of the Southwest and/or Equity Services, Inc. ("the Company") may obtain information about you for employment purposes and/or contract for services from a third party consumer reporting agency. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, driving history ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying or is required by law.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been provided about you and to disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history

**The third party consumer reporting agency providing the report is:**  
**Applicant Insight, Inc., 5396 School Road, New Port Richey, FL, 34652, [www.applicantinsight.com](http://www.applicantinsight.com), 1-800-771-7703.**

The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain from any outside organization all manners of consumer reports and investigative consumer reports now and throughout the course of your employment and/or contract for services to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

**New York and Maine applicants or employees only:** You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. You may also contact the Company to request the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries, which the Company shall provide within 5 days.

**New York applicants or employees only:** Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

**Oregon applicants or employees only:** Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request from the consumer reporting agency listed above.

**Washington State applicants or employees only:** You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Last name:  First name:  Middle name:

\*Social Security:  \*Date of Birth:

*\*This information will be used for background screening purposes only and will not be used as hiring criteria.*

Signature:  Date:

**ACKNOWLEDGMENT AND AUTHORIZATION**  
**AUTHORIZATION REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS**

I acknowledge receipt of the DISCLOSURE REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment and/or contract for services, if applicable, to the extent permitted by law. In accordance with this notice, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Applicant Insight, Inc., 5396 School Road, New Port Richey, FL, 34652, www.applicantinsight.com, 1-800-771-7703**, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

**New York applicants or employees only:** By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

**Minnesota applicants or employees only:**

Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**Oklahoma applicants or employees only:**

Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**California applicants or employees only:**

Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. By signing below, you also acknowledge

Last name:  First name:  Middle name:

Other Names/Alias:   
*Include Maiden or Name Changes, No Direct Derivatives Ex: Susan vs. Sue, David vs. Dave*

\*Social Security:  \*Date of Birth:

*\*This information will be used for background screening purposes only and will not be used as hiring criteria.*

Signature:  Date:

I have read and/or printed the remaining pages of this form.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
  
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
  
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed

or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

**TYPE OF BUSINESS:**

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

**CONTACT:**

a. Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

a. Office of the Comptroller of the Currency  
Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center  
P.O. Box 1200  
Minneapolis, MN 55480

c. FDIC Consumer Response Center  
1100 Walnut Street, Box #11  
Kansas City, MO 64106

d. National Credit Union Administration  
Office of Consumer Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings  
Aviation Consumer Protection Division  
Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Office of Proceedings, Surface Transportation Board  
Department of Transportation  
395 E Street S.W.  
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access  
United States Small Business Administration  
409 Third Street, SW, 8th Floor  
Washington, DC 20416

Securities and Exchange Commission  
100 F St NE  
Washington, DC 20549

Farm Credit Administration  
1501 Farm Credit Drive  
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or  
Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

## NOTICE REGARDING BACKGROUND INVESTIGATION PER CALIFORNIA LAW

National Life Insurance Company, Life Insurance Company of the Southwest and/or Equity Services, Inc. ("the Company") intends to obtain information about you for employment screening purposes and/or contract for services from a consumer reporting agency. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Applicant Insight, Inc., 5396 School Road, New Port Richey, FL, 34652, [www.applicantinsight.com](http://www.applicantinsight.com), 1-800-771-7703. The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy is sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

### Notice Regarding Credit Checks:

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

- An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission;
- A position in the state Department of Justice;
- A sworn peace officer or other law enforcement;
- A position for which the information contained in the report is required by law to be disclosed or obtained;
- A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or credit card account information, social security number, or date of birth;
- A position which the person can enter into financial transactions on behalf of the company;
- A position that involves access to confidential or proprietary information;
- A position that involves regular access to \$10,000 or more of cash; **OR**
- The Company **will not** obtain a consumer credit report on you.
- The Company is subject to 15 U.S.C. Sec. 6801-6809, the Gramm-Leach-Bliley Act and Section 1024.5 of the California Labor Code does not apply.

## NOTICE REGARDING CREDIT CHECKS PER VERMONT LAW

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

- The information is required by state or federal law or regulation;
- You seek to be/are employed in a position that involves access to "confidential financial information" (defined as "sensitive financial information of commercial value that a customer or client of the Company and/or contractor gives explicit authorization for the Company and/or contractor to obtain, process, and store and that the Company and/or contractor entrusts only to managers or employees as a necessary function of their job duties");
- The Company is a financial institution as defined in 8 V.S.A. §11101(32) or a credit union as defined in 8 V.S.A. §30101(5);
- You seek to be/are employed in a position as a law enforcement officer, emergency medical personnel or firefighter as these terms are respectively defines in 20 V.S.A. §2358, 24 V.S.A. §2651(6) and 20 V.S.A. §3151(3);
- You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company's clients, including the authority to issue payments, collect debts, transfer money or enter into contracts;
- You seek to be/are employed in a position that involves access to the Company's payroll information;
- The Company can demonstrate that credit information is a valid and reliable predictor of employee performance in the your specific position of employment;
- The Company **will not** obtain a consumer credit report on you.



ARTICLE 23-A

LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY  
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

751. Applicability.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

753. Factors to be considered concerning a previous criminal conviction; presumption.

754. Written statement upon denial of license or employment.

755. Enforcement.

**S 750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license or employment sought.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**S 751. Applicability.** The provisions of this article shall apply to any application by any person who has previously been convicted of one or more criminal offenses, in this state or in any other jurisdiction, to any public agency or private employer for a license or employment, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct.

**S 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.** No application for any license or employment, to which the provisions of this article are applicable, shall be denied by reason of the applicant's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the applicant has previously been convicted of one or more criminal offenses, unless:

- (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought; or
- (2) the issuance of the license or the granting of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**S 753. Factors to be considered concerning a previous criminal conviction; presumption.** 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§ 754. Written statement upon denial of license or employment.** At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§ 755. Enforcement.** 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

**Producer Commission Schedule**

**Table of First-Year and Renewal Commissions.** This schedule is subject to the provisions of the agreement to which it is attached.

<b>Universal Life</b> Product	<b>Up To CTP Vested</b>	<b>Renewal/Excess (includes 1st year) Vested Yrs 1-10</b>	<b>Service Fees* Years 11+ Non-Vested</b>	
LSW Harbor 07**	100.00%	3.00%	2.00%	
LSW Horizon 07**	100.00%	3.00%	2.00%	
SecurePlus Paragon**	100.00%	3.00%	2.00%	
LSW SecurePlus Provider**	100.00%	3.00%	2.00%	
LSW Income Builder**	100.00%	3.00%	2.00%	
LSW LifeCycle Solution**	100.00%	3.00%	2.00%	
LSW FlexLife**	100.00%	3.00%	2.00%	

<b>Universal Life</b> Product	<b>First Year Up To CTP Vested</b>	<b>Renewal/Excess (includes 1st year excess)</b>		<b>Service Fees* Years 11+ Non-Vested</b>
		<b>Year 2 Vested</b>	<b>Years 3-10 Vested</b>	
LSW SecurePlus Advantage 79	100.00%	2.25%	2.25%	1.50%
LSW Foundation	100.00%	3.00%	3.00%	2.00%

<b>Whole Life</b> Product	<b>First Year Vested</b>	<b>Renewal Yrs 2-10 Vested</b>	<b>Service Fees* Years 11+ Non-Vested</b>	
LSW ProtectorLife	100.00%	3.00%	2.00%	

<b>Term</b> Product	<b>First Year Vested</b>	<b>Renewal Year 2 Vested</b>	<b>Years 3-10 Vested</b>	<b>Service Fees* Years 11+ Non-Vested</b>
LSW Level Term 10 and 15	83.00%	2.50%	2.50%	2.00%
LSW Level Term 20 and 30	100.00%	3.00%	3.00%	2.00%

<b>Riders</b>	<b>Premium Up To CTP Yrs 1-6 Vested</b>	<b>Excess Yrs 1-6 Vested</b>	<b>Renewal/Excess Yrs 7-10 Vested</b>	<b>Service Fees* Years 11+ Non-Vested</b>
Balance Sheet Benefit Rider ***	21.00%	3.00%	3.00%	2.00%
	<b>First Year Vested</b>	<b>Renewal Year 2 Vested</b>	<b>Renewal Years 3-10 Vested</b>	<b>Service Fees* Years 11+ Non-Vested</b>
Automatic Conversion Rider	100.00%	3.00%	3.00%	2.00%
All Other Commissionable Riders	100.00%	3.00%	3.00%	2.00%

See Page 2 for footnotes

**Agent Use Only - Not For Use With the Public**

## Producer Commission Schedule - Continued

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Please note the following:

- The Commissionable Target Premium (CTP) for Universal Life policies is defined per \$1,000 of Face Amount of the policy and may vary with plan, age, sex, death benefit option and smoker status of the insured.
- The commission percentages shown will be applied to all applications issued through your assigned agent hierarchy, less any commissions paid directly to agents or subagents assigned to you.
- When a policyholder increases the Face Amount of a Universal Life policy, whether by exercising the Policy Change provision contained in the policy or a provision contained in a policy rider, the Increase CTP will be treated as if it were a new policy for compensation purposes and will follow the Universal Life table for First Year Commission or rolling target premium. An increase resulting from a change in the Death Benefit Option is not treated as an increase for compensation purposes.
- Unearned annualized compensation will be charged back when:
  - your contract is terminated;
  - a policy is terminated (including cancellations, surrenders, lapses and death);
  - a policy is removed from Check-O-Matic mode or the monthly draft is reduced; or
  - a policy reaches its first anniversary and the earned compensation is insufficient to cover the annualized commission amount.
  - reduction of coverage level.
- ProtectorLife rider charge back for reduction in face amount during the first two policy years.
- There will be no compensation chargebacks on a decrease on a Universal Life policy.
- Compensation will be paid on substandard extra premiums at the policy compensation percentages except as follows. No first year compensation will be paid on policies for:
  - any portion of a mortality table extra premium which is in excess of a table F (250%) extra premium; and
  - any extra premium imposed on a term policy.
- Automatic Conversion Rider (ACR) - Each conversion under the ACR rider will generate a commission payment at the First Year Commission rate.
- \* Non-vested service fee payable as long as Agreement is in force and policy is premium paying.
- \*\* LSW SecurePlus Provider, LSW Harbor 07, LSW Income Builder, LSW LifeCycle Solution and LSW FlexLife feature lifetime rolling target premiums for base policy and riders and follow the base schedule above when BSB Rider is NOT used. Premium is characterized as Commissionable Target Premium or Target, which is subject to one set of commission rates, or Excess premium, which is subject to a different set of commission rates. The characterization of a premium as Target or Excess considers premiums received during the entire lifetime of the policy. As an example, if a policy has a CTP of \$10,000, the first \$10,000 of premium, measured over the lifetime of the policy, is characterized as Target, regardless of the policy year in which it is received. Any premium paid in excess of \$10,000, measured over the lifetime of the policy, is characterized as Excess, regardless of the policy year in which it is received.
- \*\*\* BSB Rider - only available on LSW SecurePlus Paragon, LSW FlexLife, LSW Horizon 07 and LSW LifeCycle Solution.