

New Agent Name: \_\_\_\_\_

Appointing Agent: \_\_\_\_\_

Appointing Agent Contracted? If **Yes**, give Agent Code # \_\_\_\_\_  
If **No**, please attach contracts and license(s)

New Agent Commission Level: \_\_\_\_\_ State(s) to be licensed in: \_\_\_\_\_  
(Attach license copies)

### Anti-Money Laundering Training Requirements:

- ☐ AML training was completed through LIMRA on \_\_\_\_/\_\_\_\_/\_\_\_\_
- ☐ AML training was completed through an independent program, completion certificate is attached

### Appointment Requirements:

- ☐ Complete and sign Agent Appointment Questionnaire
- ☐ Complete and sign Background Authorization
- ☐ Complete and sign Anti-Money Laundering Training form
- ☐ Complete and sign Form W-9

### IF REQUESTING CORPORATE/AGENCY APPOINTMENT:

- ☐ Complete and sign Application for Corporate Appointment
- ☐ Complete and sign 2010 Certification of Supervision
- ☐ Complete and sign Commission Direct Deposit form and attach void check copy
- ☐ Review and sign Agent Agreement for Fixed Products
- ☐ Attach current copy of resident state license

**Restricted States:** AZ, CO, IL, IN, MD, MO, NC, NJ, NM, OR, PA, RI

### Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice.

I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing.

I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original.

I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.



Agent Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please return to:**  
OAKTREE Brokerage  
505 Carter Street  
Bristol VA 24201  
Ph: 276/591-1341 Fax: 276/591-1344  
[www.oaktreeus.com](http://www.oaktreeus.com)

**WESTERN NATIONAL LIFE INSURANCE COMPANY (WNL)  
AGENT APPOINTMENT QUESTIONNAIRE**

CONTRACTED AGENCY NAME \_\_\_\_\_

FINANCIAL INSTITUTION \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

NICKNAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
LAST FIRST M MAIDEN

\_\_\_\_\_  
MO DAY YR SEX: M F  
Please Circle

RESIDENCE: \_\_\_\_\_

SOCIAL SECURITY: \_\_\_\_\_

\_\_\_\_\_  
STREET

PLACE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
CITY STATE ZIP

HOME TELEPHONE: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
BRANCH/BUSINESS NAME

BUSINESS TELEPHONE: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
STREET

HAVE YOU EVER BEEN APPOINTED WITH AIGAIC,  
AGAIC,  
OR WESTERN NATIONAL LIFE?

\_\_\_\_\_  
CITY STATE ZIP

YES \_\_\_\_ NO \_\_\_\_

TYPE OF APPOINTMENT REQUESTED:  
( ) FIXED ANNUITY

LICENSE NUMBERS: (RES) NATIONAL PRODUCER #

LIFE: \_\_\_\_\_ PN: \_\_\_\_\_

STATES FOR WHICH APPOINTMENT IS REQUESTED: \_\_\_\_\_

\_\_\_\_\_

**REQUIRED ATTACHMENTS**

**FIXED ANNUITY APPOINTMENT:**  
INSURANCE LICENSE FOR ALL APPLICABLE STATES  
BACKGROUND AUTHORIZATION

I UNDERSTAND NO CONTRACT EXISTS BETWEEN WNL AND ME. ANY CONTRACTUAL AGREEMENT IS BETWEEN THE  
AFOREMENTIONED CONTRACTED AGENCY AND ME. ALL COMMISSIONS PAYABLE ARE PAYABLE TO THE CONTRACTED  
AGENCY, AND THEY IN TURN ARE LIABLE TO PAY ME ACCORDING TO OUR AGREEMENT.

I AGREE THAT I WILL NOTIFY WNL IN WRITING WITHIN 10 BUSINESS DAYS OF ANY INCIDENT THAT WOULD CAUSE AN  
ANSWER TO THE 8 QUESTIONS ON PAGE TWO TO CHANGE.

FIVE YEAR RESIDENCE HISTORY (IF MOVED WITHIN LAST 5 YEARS):

STREET	CITY	STATE	ZIP	YEAR(S)
--------	------	-------	-----	---------

STREET	CITY	STATE	ZIP	YEAR(S)
--------	------	-------	-----	---------

FIVE YEAR EMPLOYMENT HISTORY:

PRESENT	COMPANY NAME	ADDRESS	CONTACT
---------	--------------	---------	---------

YEAR(S)	COMPANY NAME	ADDRESS	CONTACT
---------	--------------	---------	---------

YEAR(S)	COMPANY NAME	ADDRESS	CONTACT
---------	--------------	---------	---------

CONFIDENTIAL HISTORY/BACKGROUND INFORMATION: (WRITE "YES" OR "NO" IN BLANKS--EXPLAIN BELOW)

- |  |  |
|--|--|
| 1. HAVE YOU EVER BEEN KNOWN OR CONDUCTED BUSINESS IN ANY NAME OTHER THAN AS SHOWN ON THIS APPLICATION? _____       | 5. HAVE YOU EVER BEEN DENIED, SUSPENDED, OR HAD REVOKED AN INSURANCE LICENSE IN ANY JURISDICTION? _____  |
| 2. HAVE YOU EVER DECLARED PERSONAL BANKRUPTCY? _____   | 6. HAS ANY SURETY COMPANY OR E&O CARRIER DENIED COVERAGE OR PAID OUT FUNDS ON YOUR COVERAGE? _____   |
| 3. HAVE YOU EVER BEEN CONVICTED OR PLED NOLO CONTENDERE TO ANY OFFENSE OTHER THAN A MINOR TRAFFIC VIOLATION? _____ | 7. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION CONNECTED WITH THE INSURANCE BUSINESS OR ARE THERE ANY UNSATISFIED JUDGEMENTS OUTSTANDING AGAINST YOU ARISING OUT OF THE INSURANCE BUSINESS? _____ |
| 4. HAVE YOU EVER HAD A COMPLAINT FILED AGAINST YOU OR BEEN FINED BY AN INSURANCE REGULATORY DEPARTMENT? _____      | 8. DO YOU HAVE ANY OUTSTANDING JUDGEMENTS OR LIENS? _____  |

DETAILS OF "YES" ANSWERS: \_\_\_\_\_

LIST TWO (2) REFERENCE CONTACTS:

NAME	YRS KNOWN	RELATIONSHIP	TELEPHONE
------	-----------	--------------	-----------

NAME	YRS KNOWN	RELATIONSHIP	TELEPHONE
------	-----------	--------------	-----------

ATTESTATION:

- |  |  |
|--|--|
| 1. I AGREE NOT TO SOLICIT BUSINESS UNTIL I HAVE BEEN NOTIFIED THAT I AM PROPERLY APPOINTED BY WESTERN NATIONAL LIFE INSURANCE COMPANY. | 3. THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994 ("ACT") PROHIBITS ANYONE WHO HAS EVER BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY OR A BREACH OF TRUST FROM PARTICIPATING IN THE INSURANCE BUSINESS. VIOLATORS ARE SUBJECT TO FINES AND UP TO 5 YEARS IMPRISONMENT. I CERTIFY THAT I AM IN COMPLIANCE WITH THE ACT. |
| 2. I HEREBY CERTIFY THAT ALL MY ANSWERS TO THE QUESTIONS ON THIS QUESTIONNAIRE ARE TRUE, COMPLETE AND ACCURATE.                        |  |



AGENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## AUTHORIZATION TO CONDUCT BACKGROUND INVESTIGATIONS

I hereby authorize Western National Life Insurance Company ("WNL") to investigate my background, including my credit history. As part of this investigation, I authorize and request any present or former employer, school, police department, financial institution, or other persons having personal knowledge about me, to furnish WNL, or any of its affiliates with which I may later seek appointment, with any and all information in their possession regarding me in connection with an application for employment, agent contract, license, or appointment. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written authorized request. I understand this authorization is to be part of the written employment/contract application which I sign.

I authorize WNL and any of its affiliates that appoint me to report information about earnings and debt balances to any credit bureau or similar organization.

I authorize WNL to share background, licensing, applicant data, and other information that WNL has about me with any of WNL's affiliates with which I may seek appointment in the future.

I have been given a stand-alone consumer notification that a report will be requested and used for the purpose of evaluating me for employment, promotion, reassignment, or retention as an employee or for eligibility for a license/appointment required by law to consider an applicant's financial responsibility.



Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date of Birth (for identification purposes only) \_\_\_\_\_

Social Security Number (for identification purposes only) \_\_\_\_\_

Drivers License Number and state (for identification purposes only) \_\_\_\_\_

If name changed (through marriage or otherwise) print former name here \_\_\_\_\_

\_\_\_\_\_

## **Anti-Money Laundering Training Program**

### **2010 – 2011 VERIFICATION**

I, as an authorized employee of \_\_\_\_\_, verify that all of our employees who are appointed agents of Western National Life Insurance Company and/or First SunAmerica Life Insurance Company have participated in an anti-money laundering training program. We can upon request provide to you a list of the agents who participated in the training program.

Attached hereto is a summary of our anti-money laundering training program.



\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**\*CORPORATE APPOINTMENT REQUESTS MUST COMPLETE THE FOLLOWING\***

- APPLICATION FOR CORPORATE APPOINTMENT
- 2010 CERTIFICATION OF SUPERVISION

WESTERN NATIONAL LIFE INSURANCE COMPANY  
2929 ALLEN PARKWAY • L11-30 • HOUSTON, TX 77019

APPLICATION FOR (FI) CORPORATE APPOINTMENT

<b>SECTION A:</b>		<b>CORPORATE INFORMATION</b>							
Legal Corporate Name						Telephone No.		Fax No.	
Primary Business Address		Street (Do Not Use PO Box)		City	County	State	Zip		
Mailing Address		Street		City	State	Zip	Tax I.D. No.		Domicile State
Other (DBA's) Names Utilized		Name		Street Address		City	State	Zip	Tax I.D. No.
Names of Principals				Title		SSN		Location (City)	
Primary Contact		Name		Street		City	State	Telephone No.	
<b>SECTION B:</b>		<b>LICENSE INFORMATION*</b>							
Licenses Currently Held					Licenses Currently Held				
Life	Disability	State	✓ Appointment Requested		Life	Disability	State	✓ Appointment Requested	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
*Enclose a current copy of each state license where corporation requests appointment to market Western National products, along with Form W-9 for each Tax ID.									
<b>SECTION C:</b>		<b>APPOINTMENT INFORMATION (Write "Yes" or "No" in Blanks, then initial)</b>							
1. Has this firm or any officer/principal thereof, ever declared bankruptcy? _____					4. Has any officer/principal been fined by an insurance regulatory agency? _____				
2. Has any officer/principal been convicted of any offense other than a minor traffic violation? (If yes, see Section D, Item 2.) _____					5. Has the firm or any officer/principal thereof, ever been denied an insurance license or had the license suspended or revoked in any jurisdiction? _____				
3. Has this firm or any officer/principal thereof, ever had a complaint filed against it with an insurance department? _____					6. Is the firm or any officer/principal thereof, in any litigation connected with the insurance business or are there any unsatisfied judgements outstanding arising out of the insurance business? _____				
I agree that I will notify Western National in writing within 10 business days of any incident that would cause an answer to the 6 questions above to change.									
Details for "Yes" answers. (For #2, indicate date, jurisdiction, charge and or sentence.)									
<b>SECTION D:</b>		<b>AUTHORIZATION</b>							
1. The Corporation authorizes WNLIC to obtain information from NAIC, RIRS, or NASD disciplinary files, and any similar records regarding civil, criminal, or regulatory proceedings whether sealed, confidential, or public, and releases any individual(s) or company(ies) from all liabilities for any damage resulting from release of this information.					4. The agents of the Corporation agree not to solicit business until they have been notified that the Corporation is properly appointed by Western National Life Ins Co.				
2. The Violent Crime Control and Law Enforcement Act of 1994 ("Act") prohibits anyone who has ever been convicted of a felony, involving dishonesty or a breach of trust, from participating in the insurance business. Violators are subject to fines and up to 5 years imprisonment. I certify that I am in compliance with the Act.					5. The officer signing below hereby certifies that all answers to the questions on this application are true, complete and accurate.				
3. The Corporation hereby authorizes Dunn & Bradstreet or any similar reporting agency, to release information they have on the above company and releases them from all liabilities resulting from issuing this information.									
Signature of Authorized Officer								Date	
Print Name								Title	



## 2010 CERTIFICATION OF SUPERVISION

Western National Life Insurance Company ("WNL") is responsible for the acts of its insurance agents when an agent recommends the purchase or exchange of an annuity. WNL has contracted with your organization to establish and maintain a system to supervise the recommendations to purchase or exchange annuity contracts by agents under contract with or employed by your organization. WNL is required to ensure that your organization is complying with its obligation to supervise annuity purchase and /or exchange recommendations. So as to ensure your organization's compliance with this obligation, WNL will annually obtain the certification below.

I, by my signature below, hereby certify to WNL that I am a senior manager of \_\_\_\_\_ ("Agency"), a third party who has accepted from WNL the responsibility of supervising the annuity purchase or exchange recommendations of WNL insurance agents under contract with or employed by this organization. I further certify that the required supervision of the annuity purchase or exchange recommendations by those insurance agents is being performed.

\_\_\_\_\_  
Senior Manager (please print)


\_\_\_\_\_  
Senior Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency

Western National Life Insurance Company  
**COMMISSION DIRECT DEPOSIT AUTHORIZATION**

**AGENT/AGENCY  
INFORMATION**

Agent/Agency Name: \_\_\_\_\_  
Social Security #/TIN #: \_\_\_\_\_  
☐ New Agent/Agency  
☐ Existing Agent/Agency  Agent/Agency #: \_\_\_\_\_

**DEPOSIT  
REQUEST**

☐ New Deposit my commission earnings with the account and financial institution shown on the attached voided check.  
☐ Checking ☐ Savings ☐ \_\_\_\_\_  
Name of Bank: \_\_\_\_\_  
Routing #: \_\_\_\_\_  
Acct. #: \_\_\_\_\_  
Bank Address \_\_\_\_\_  
☐ Change Change my current direct deposit to the new account and financial institution shown on the attached voided check.  
☐ Cancel Cancel my direct deposit and send my commission earnings to the address listed below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Note: Direct deposits must be to an account where the Payee's name and social security number listed above match those on the account's records. Allow 10 business days for processing, cancellations, or changes.

**AGREEMENT**

I authorize Western National Life Insurance Company and the Bank indicated to deposit my net commissions automatically into my account each commission cycle. If funds to which I am not entitled are deposited into my account, I authorize Western National Life Insurance Company to direct the bank to return said funds. This authority will remain in effect until I have either cancelled it in writing or upon issuance of written notice from the Company.

**AUTHORIZED  
SIGNATURE**

Agent/Agency Rep.: X \_\_\_\_\_  
Name Title  
Date: \_\_\_\_\_

**ATTACH A VOIDED CHECK OR A COPY OF A VOIDED CHECK TO THIS FORM.**

**Fax or Mail to:**  
Western National Life Insurance Company  
(806) 342-1733  
Attn: Commissions  
P.O. Box 871  
Amarillo, TX 79105-0871

**WESTERN NATIONAL LIFE INSURANCE COMPANY  
AGENT AGREEMENT FOR FIXED PRODUCTS**

This Agreement is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Western National Life Insurance Company, an insurance company domiciled in the State of Texas ("Insurer"), and \_\_\_\_\_ (Agent"), of \_\_\_\_\_, State of \_\_\_\_\_.

In consideration of the promises and covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

**1. APPOINTMENT OF AGENT; AUTHORITY.**

Insurer appoints Agent, on a non-exclusive basis, to solicit and sell the authorized fixed annuity products, as set forth on SCHEDULE A, which is made a part of this Agreement. The annuity contracts set forth on SCHEDULE A, along with any successor or additional insurance products, are referred to collectively herein as "Policies."

Agent's authority shall extend only to states in which Insurer and Agent are both licensed as required by applicable law and in which Insurer's applicable forms are approved for use.

Agent shall supply Insurer with copies of all certificates of qualification or licenses, including future renewals, required of Agent to act under this Agreement.

**2. AGENT'S DUTIES AND RESPONSIBILITIES.**

Agent shall perform its obligations under this Agreement to the best of Agent's professional knowledge, skill and judgment including the following:

a) **LICENSING AND APPOINTMENT OF AGENT.** Agent must be licensed under the insurance laws in the states in which Agent offers or sells the Policies and must be appointed by Insurer in such states, where required. If Agent is a corporation, then the principal(s) of the corporation must also be licensed individually, if required pursuant to appropriate state laws.

b) **FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION.**

Agent represents and warrants that Agent has not been convicted of any felonies or misdemeanors arising out of conduct involving embezzlement, fraudulent conversion or misappropriation of funds or securities, or involving violations of the Federal Violent Crime Control and Law Enforcement Act of 1994 (Sections 1341, 1342, or 1343 or Title 18 of the United States Code or any subsequent amendments thereto).

Should Agent at any time, while this Agreement is in effect, be convicted of a criminal felony involving dishonesty or breach of trust, Agent agrees to immediately notify Insurer in writing of the felony conviction. Agent understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 may result in disciplinary action up to and including termination for cause by Insurer.

- c) **SOLICITATION.** Agent shall actively solicit and present to Insurer for acceptance, applicants for insurance consistent with any Insurer's product guidelines that are provided to Agent.
- d) **SUITABILITY OF SALE.** Agent shall conduct a suitability of sale inquiry prior to or at the time of each sale and shall be responsible for determining if a sale is suitable. Agent shall use suitability materials provided by Insurer. A sample client profile form is attached hereto as SCHEDULE B. The client profile form may be amended or modified by Insurer at any time, in any manner and without prior notice. Agent shall provide a copy of the completed client profile form to Insurer along with the Policy application. If Agent fails to provide the completed client profile form, Insurer reserves the right to refuse to process the business submitted. This paragraph is a material provision of this Agreement.
- e) **PREMIUM AND INTEREST RATES.** Agent shall ensure that (i) accurate and proper initial premiums for all Policies are remitted in full compliance with Insurer's product guidelines that are provided to Agent from time to time, and (ii) the applicable crediting rate(s) for the initial guarantee period and the minimum guaranteed interest rate are disclosed at the time of sale to "Policy Owners", as hereinafter defined in Paragraph 12(d).
- f) **PREMIUM REMITTANCE.** Agent shall not collect any contributions ("Premiums"), except the initial premium, unless otherwise agreed to by the parties. Initial premiums shall be promptly remitted to Insurer in accordance with Insurer's guidelines. In the event that subsequent Premiums are sent to Agent rather than to Insurer, Agent shall, within two (2) business days of receipt, remit such Premiums to Insurer at the address provided below. Agent acknowledges that if any Premium is held at any time by Agent, such Premium shall be held on behalf of the customer, and Agent shall segregate such Premium from its own funds, and within two (2) business days after receipt, remit such Premium to Insurer. All such Premiums, whether by check, money order or wire, shall at all times be the property of Insurer.
- g) **POLICY DELIVERY.** Insurer shall deliver all Policies to the Policy Owner, unless otherwise agreed to by the parties.
- h) **COMPLIANCE WITH LAWS AND INSURER'S POLICIES AND PROCEDURES.** Agent shall comply with all applicable regulations, bulletins, rulings, circular letters, proclamations and statutes, federal, state or local, now or hereafter in force, as well as Insurer's Policies and Procedures, including any manuals, agent updates, instructions, and directions provided to Agent. The Policies and Procedures may be amended or modified by Insurer at any time, in any manner, and without prior notice.
- i) **AUDITS OF SALES PRACTICE COMPLIANCE.** To ensure compliance with Insurer's standards, as well as state and federal regulatory standards, Agent agrees to allow Insurer to conduct reasonable audits of Agent's marketing and operations areas.
- j) **GUARANTEE.** If Agent is a corporation or partnership, the principal(s) signing this Agreement on behalf of Agent jointly and severally guarantee to repay to Insurer any indebtedness Insurer is unable to collect from Agent. Should it become necessary to take legal action to recover such indebtedness, the principal(s) jointly and severally agree to be responsible for Insurer's reasonable attorney fees.

- k) **INSURER'S PROPERTY.** Agent shall safeguard, maintain and account for all Policies, forms, manuals, equipment, supplies or anything else furnished Agent by Insurer, all of which shall remain the property of Insurer, and return such property to Insurer promptly upon demand, or certify to its destruction.
- l) **SERVICES AND AGENT EXPENSES.** Agent shall pay, assume the obligation for and be fully responsible for all costs and expenses associated with and related to the performance of Agent under this Agreement, including but not limited to (i) rentals, office facilities, postage, advertising, and travel expenses; (ii) transportation; (iii) employee and clerical salaries, benefits and expenses; and (iv) Agent's fees, countersignature fees, state and local license fees, and other licensing expenses (other than appointment fees).
- m) **ACCURATE RECORDS - AUDIT.** Agent shall keep identifiable orderly, accurate, complete and timely records and accounts of all business and transactions completed pursuant to this Agreement. Agent agrees to permit Insurer, during the term of this Agreement and for two years thereafter, as Insurer shall reasonably consider necessary to protect its interests and property, through any person(s) designated by Insurer, at such times and as often as Insurer may deem appropriate, with prior notice, to visit, inspect, examine, audit and verify, at Agent's offices or elsewhere at Insurer's expense, any of the properties, accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of Agent relating to the business covered by this Agreement and to make copies thereof and extracts therefrom.
- n) **ERRORS AND OMISSIONS COVERAGE.** Agent shall: require each Producer to secure and maintain errors and omissions insurance and to assign any proceeds received from any errors and omissions or other liability coverage to Insurer, to the extent of its loss due to activities covered by the policy or other liability coverage. If there is a deficiency amount, whether due to the deductible or otherwise, Agent shall promptly pay such amount on demand. Agent hereby indemnifies and holds harmless Insurer from any such deficiency and from the cost of collection thereof, including reasonable attorneys' fees.
- o) **DISASTER RECOVERY PLAN.** Agent shall maintain a reasonable disaster recovery plan and make such plan available to Insurer, on a confidential basis, upon advance request.

### 3. **CLAIMS SETTLEMENT AUTHORITY; COMPLAINTS AND INVESTIGATIONS.**

Agent shall have no authority to (i) adjust, compromise, settle or pay any claim made on Policies, (ii) incur debt on behalf of Insurer, or (iii) alter the provisions of any Policy. Agent shall promptly notify Insurer, in writing, if Agent receives notice of any written customer complaint or any threatened or pending regulatory investigation or any judicial or administrative proceeding, civil action or arbitration (each a "Proceeding") involving any Policy marketed under this Agreement or any activity in connection with any such Policy. Agent shall furnish any information relating to the Proceeding that Insurer requests. Agent shall cooperate fully with Insurer to facilitate the investigation, adjustment, settlement, payment or other resolution to a Proceeding. In the case of a written customer complaint, Agent shall consult with Insurer prior to sending any written response with respect to such complaint. No payments shall be made by Insurer to Agent for any expense incurred by Agent with respect to claims unless otherwise expressly agreed in writing by Insurer.

#### **4. AGENT'S COMPENSATION.**

As full and sole compensation for Agent's performance, Insurer shall pay commissions to Agent for sales in states where Agent is properly life insurance licensed and appointed by Insurer, according to the applicable rate of commissions that is set forth on SCHEDULE A, which is made a part of this Agreement, subject to being charged back, as well as subject to the provisions as set forth in paragraphs 2(a), 9(a) through 9(f), and 12(j) of this Agreement. No commissions will be paid to Agent (i) on Policies that are surrendered or cancelled and subsequently reinstated or rewritten (unless a chargeback has been assessed), or (ii) if Insurer refunds the premiums paid by an applicant or Policy Owner as a result of a complaint. Notwithstanding any other provisions of this Agreement to the contrary, Insurer shall not be obligated to pay any compensation which would be in violation of any applicable law, rule, regulation or order.

Insurer reserves the right to change SCHEDULE A at any time upon prior written notice to Agent. Any amendment to SCHEDULE A will be applicable to all authorized products sold or subsequent premiums received on or after the effective date of the amendment. By submitting applications for products listed on any SCHEDULE A attached hereto, or by submitting applications for products listed on any future SCHEDULE A, Agent affirms its acceptance of the commissions and terms set forth therein.

#### **5. ADVERTISING.**

Agent shall not make, publish, issue or cause to have made, published or issued any advertisement, letter, circular, pamphlet or other publication or statement, in writing or through electronic media ("advertisement"), referring to Insurer or the Policies written under this Agreement without the express prior written consent of Insurer. The consideration for and the giving of consent shall relate to only one specific request and shall not be construed to have applied to any subsequent material or program, except as otherwise provided by Insurer. The giving of consent shall not be construed as an agreement by Insurer to bear any part of the expense of the advertisement.

All requests for written consent shall contain direct reproductions of all material; i.e., art work, copy, script, photographs, videotape, magnetic recording tape, etc. to be used in the reproduction of the advertisement in the printed or electronic media. In addition, all requests shall include the schedule(s) for the commencement and duration of the advertising campaign for which the subject material will be used.

Furthermore, without limiting other provisions of this Agreement, in the event Insurer shall be subjected to liability, loss, cost, expense, fine or penalty arising out of any unauthorized advertisement by Agent, Agent shall be liable to Insurer for all direct, consequential, or other damages of any kind and for costs and expenses incurred by or awarded against Insurer and for any other payments required to be made by Insurer as a result of unauthorized advertising, by reason of settlement or otherwise.

#### **6. ANTI-MONEY LAUNDERING.**

Agent shall comply with Title III of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended ("USA Patriot Act"), and the rules promulgated thereunder, and all related federal and state rules and regulations. This includes compliance with all Applicable Laws aimed at preventing, detecting, and reporting money laundering and suspicious transactions, including applicable provisions of the Bank Secrecy Act and the USA

Patriot Act, as well as regulations administered by the U. S. Department of the Treasury's Office of Foreign Asset Control ("OFAC").

The parties acknowledge that Insurer has established an anti-money laundering ("AML") Program. As permitted by applicable AML regulations, the Parties acknowledge that Insurer will rely on Agent to, and Agent agrees to (1) verify and identify each customer's identity and the source(s) of funds to be used to purchase Policies and (2) participate in appropriate AML training, and if applicable, provide appropriate AML training to the Producers involved in the solicitation, sale, and/or servicing of Policies. Agent agrees to provide to Insurer, upon request, written verification of the AML training. If written verification is not timely provided, Insurer may suspend payment of compensation until such verification is received. If Agent fails to comply with any directives received from Insurer regarding AML compliance, Insurer reserves the right to refuse to process business submitted by Agent until Agent complies with the directives. This Section 6 is a material provision of this Agreement.

## **7. CONTACT OF POLICY OWNERS AND OTHERS BY INSURER.**

The parties agree that Insurer may contact by mail or otherwise, any Policy Owner, agent, account executive, or employee of Agent or other individual acting in a similar capacity if deemed appropriate by Insurer, in the course of normal customer service for existing Policies or as required by law.

## **8. AGENT'S INDEMNIFICATION.**

Agent shall indemnify, save, defend and hold harmless Insurer, its affiliates and their respective directors, officers, employees and agents against any and all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, costs, losses or expenses, including reasonable attorney's fees, caused by or resulting from: (i) any negligence, error, omission, misconduct or other unauthorized act by Agent or its employees, agents or representatives and (ii) any breach by Agent of any of its representations, or obligations under this Agreement.

## **9. TERMINATION OF AGREEMENT.**

Either Insurer or Agent may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other stating the date of termination, provided, however, that Insurer may also terminate this Agreement for the following causes:

- a) **LICENSE SUSPENSION OR REVOCATION.** In the event of any order of suspension or revocation of Agent's license by any insurance regulatory authority, termination shall be effective on the date of such suspension or revocation; or
- b) **MISAPPLICATION OF FUNDS.** In the event of Agent's misapplication, misdirection or misappropriation of funds or property received under this Agreement or in the event of Agent's failure to remit promptly funds due to Insurer, Policy Owner or applicants, after written demand therefor, termination shall be effective immediately upon written notice; or
- c) **DEFAULT.** In the event of material breach of this Agreement or Agent's failure to timely and fully comply with Insurer directives, rules, regulations or manuals, termination shall be effective immediately upon written notice if the breach, default or failure is not corrected within two (2) business days of Agent's receipt of notice of breach, default or failure; or

- d) **CONVICTION.** In the event of conviction of Agent or any of Agent's principal officers of a felony or of violation of the insurance laws or regulations of any jurisdiction or of any law which violation reflects adversely upon the honesty and integrity of Agent or any of Agent's principal officers, whether or not classified as a felony, termination shall be effective immediately upon written notice; or
- e) **BANKRUPTCY.** In the event Agent submits to or becomes subjected to bankruptcy, receivership or common law composition of creditors, termination shall be effective immediately upon written notice; or
- f) **REPLACEMENT.** In the event Agent endeavors to induce agents of Insurer to leave its services, or Policy Owners of Insurer to relinquish their Policies, unless the product(s) are not suitable for the Policy Owner or other owner, termination shall be effective immediately upon written notice.

If Agent is not a corporation or a partnership, this Agreement will terminate upon the date of Agent's death. If Agent is a corporation or partnership, this Agreement will terminate on the date that the corporation or partnership is dissolved or otherwise adjudged no longer to be a legal entity.

Upon termination of this Agreement, all authorizations, rights and obligations shall cease, except the agreements in 2(f) PREMIUM REMITTANCE, 2(j) GUARANTEE, 2(k) INSURER'S PROPERTY, 2(m) ACCURATE RECORDS-AUDIT, 3 CLAIMS SETTLEMENT AUTHORITY; COMPLAINTS AND INVESTIGATIONS, 5 ADVERTISING, 7 CONTACT OF POLICY OWNERS AND OTHERS BY INSURER, 8 AGENT'S INDEMNIFICATION, 9 TERMINATION OF AGREEMENT, 10 CONFIDENTIALITY, 12(f) INDEPENDENT CONTRACTOR, 12(g) INDEBTEDNESS, 12(h) TAXES AND TAX REPORTING, 12(i) BENEFICIARY, 12(j) AGENT REASSIGNMENT, 12(k) ENTIRE AGREEMENT, and 12(l) CONSTRUCTION AND VENUE, the payment of any accrued and unpaid compensation to Agent, and Insurer's right to charge back commissions pursuant to Schedule A. Commissions for subsequent premiums received by Insurer (but not trailer commissions) on business produced by Agent at the rates and for the periods specified in SCHEDULE A shall, subject to other provisions of this Agreement, be paid to Agent as they accrue. In the event of termination of this Agreement for reasons other than for cause, first-year and subsequent premium commissions shall continue to be paid unless Agent is paid less than six hundred dollars (\$600.00) in any calendar year following termination. In that event, no further first-year and subsequent premium commissions will be paid. In the event of termination of this Agreement as set forth in paragraphs 9(a) through 9(f) above, no compensation of any kind shall thereafter be payable to Agent.

## 10. **CONFIDENTIALITY.**

"Confidential Information" of Insurer shall mean ideas, expressions, trade secrets, customer lists, products, contracts, forms, business methods, business plans, software and information from third parties (such as software and its related documentation) for which Insurer has a duty of confidentiality, and treasury or securities information which Insurer considers confidential, as well as information which from all relevant circumstances should reasonably be assumed by Agent to be confidential information, whether any of which is marked "Confidential Information" or not. Confidential Information relating to Insurer shall be held in confidence by



Agent to the same extent and in at least the same manner as Agent protects its own Confidential Information, but in no case to a lesser extent or manner than a reasonable degree of care under the circumstances. Confidential Information shall not be disclosed to third parties without specific written permission of Insurer. Agent shall, however, be permitted to disclose relevant aspects of Insurer's Confidential Information to its officers and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however that Agent shall take all reasonable measures to ensure that Insurer's Confidential Information is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers and employees.

In addition to protecting Confidential Information as described above, Agent shall maintain the confidentiality of and not disclose a policyholder's or applicant's nonpublic personal information that is gathered on behalf of Insurer. Such nonpublic personal information means personally identifiable financial information provided by the Policy Owner or applicant resulting from activities of Insurer or Agent and includes but is not limited to names, addresses, account balances, account numbers, account activity, social security numbers, taxpayer identification numbers, and financial and health information. Agent shall not disclose such information either directly or indirectly through other third persons. Furthermore, Agent shall not disclose a Policy Owner's account number or similar form of access number or code to any third party for the use of marketing to the Policy Owner. Agent shall take reasonable efforts to secure the privacy of nonpublic personal information gathered by Agent.

The obligations in this Section 10 shall not restrict any disclosure by Agent pursuant to any applicable state or federal laws, or by order of any court or government agency (provided that Agent shall give prompt notice to Insurer of such order) and shall not apply with respect to information which (i) is independently developed by Agent without violating Insurer's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is intentionally disclosed by the owner of such information to a third party free of any obligation of confidentiality, (iv) is already known by Agent without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the effective date of this Agreement as evidenced by the written records of Agent, or (v) is rightfully received by Agent free of any obligation of confidentiality.

**11. USE OF INSURER'S NAME AND LOGO.** Agent is authorized to use "Western National Life Insurance Company terms, names and/or company names" only in connection with the solicitation, sales, and servicing of Insurer's Policies and only after having obtained prior written approval for each such use. "Western National Life Insurance Company names and/or company names" refers to company, marketing and product names and/or other symbols or logos that contain the term "Western National Life Insurance Company." Agent's authority to use Western National Life Insurance Company logo and other related "Western National Life Insurance Company terms, names and/or Company names" shall automatically terminate upon termination of this Agreement.

**12. OTHER TERMS AND CONDITIONS.**

**a) WAIVER.** The failure of Insurer to insist on strict compliance, or to exercise any right or remedy under this Agreement shall not constitute a waiver of any rights contained herein or stop Insurer from thereafter demanding full and complete compliance or prevent Insurer from exercising such remedy in the future.

- b) **CONFLICT WITH LAW.** If any provision of this Agreement should be invalid under applicable laws, the latter shall control to the extent of such conflict without affecting the remaining provisions of this Agreement. However, if either party believes that the voiding of any provision hereof materially affects the whole Agreement or the relationship under this Agreement, that party may terminate this Agreement by fifteen (15) days' written notice to the other.
- c) **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of Agent and Insurer and their respective successors and assigns; provided, however, that neither this Agreement nor any rights or obligations under this Agreement may be assigned or delegated by Agent without the prior written consent of Insurer.
- d) **“POLICY OWNER.”** The term “Policy Owner” shall mean the individual or entity that owns the Policy and includes the certificate holder under a group or master policy, unless the context clearly indicates otherwise.
- e) **NOTICES.** Whenever written notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, or by overnight courier, and addressed, absent prior written notice and instructions, to the persons executing this Agreement at the addresses indicated by the names on the signature pages.
- f) **INDEPENDENT CONTRACTOR.** This Agreement is not a contract of employment and nothing contained in this Agreement shall be construed to create the relationship of joint venture, partnership, or employment between Insurer and Agent. Agent acknowledges and agrees that Agent will not and shall not be entitled to participate in any of the benefit plans and programs that Insurer offers to its employees. Agent is an independent contractor and as such, Agent agrees to be responsible for all taxes as a self-employed independent contractor. Agent shall be free, subject to the terms and conditions of this Agreement, to exercise judgment and discretion with regard to the conduct of Insurer’s business.
- g) **INDEBTEDNESS.** Agent shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement or otherwise within thirty (30) days of demand. Insurer shall have a first lien upon any amounts due or to become due Agent or Agent's assigns for any indebtedness to Insurer or its affiliates and subsidiaries under this Agreement. Such indebtedness may be deducted by Insurer from such amounts due or to become due under this Agreement.
- h) **TAXES AND TAX REPORTING.** Agent agrees to provide any documentation required by Insurer in order to complete any applicable tax reporting of payments made to Agent, including but not limited to providing a completed and executed IRS Form W-9.
- i) **BENEFICIARY.** If Agent is not a corporation or a partnership, unless otherwise designated by amendment to this Agreement, Agent’s beneficiary shall be Agent’s spouse, if living, otherwise Agent’s estate. Any compensation due Agent’s beneficiary under this Agreement shall commence upon receipt by Insurer of Agent’s certified death certificate, subject to any state law restrictions.
- j) **AGENT REASSIGNMENT.** Insurer reserves the right to remove Agent from a Policy and to reassign another agent to such Policy, in its sole discretion, upon written request of a Policy

Owner, or as may otherwise be appropriate. If the Policy Owner has requested the reassignment, then compensation that is accrued in the future for the reassigned Policy shall be paid to the new agent.

- k) **ENTIRE AGREEMENT.** This Agreement, including attached schedules, attachments, and addenda, supersedes, makes null and void, and, upon its execution, terminates any and all previous agent or selling agreements, whether written or oral, between Insurer and Agent, or their predecessors with respect to the fixed annuity products to be written under this Agreement and constitutes the full agreement between the parties. Amendments to this Agreement shall be in writing signed by the parties, unless otherwise provided herein.
- l) **CONSTRUCTION AND VENUE.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CHOICE OF LAWS PROVISIONS. Venue for any action between the parties shall be in Houston, Texas.
- m) **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

By their authorized representatives, each of whom represents that he or she has the authority to execute this Agreement, the parties have signed this Agreement as of the date indicated below.

**AGENT:** \_\_\_\_\_  
("AGENT" Name)

By: \_\_\_\_\_  
(Authorized signature)

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

Address for notices: \_\_\_\_\_

\_\_\_\_\_

Social Security or Tax ID No: \_\_\_\_\_

**WESTERN NATIONAL LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
Michelle H. Powers, Vice President

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

Address for notices: 2929 Allen Parkway L11-30  
Houston, Texas 77019

## **EXHIBITS FOR AGENT AGREEMENT**

**Schedule A** – Products and Commissions

**Schedule B** – Client Profile Form

Agent Data Sheet

**SCHEDULE A**  
**TO THE**  
**AGENCY AGREEMENT**  
**FOR FIXED PRODUCTS**  
**DATED \_\_\_\_\_, 2011**  
**BETWEEN**

\_\_\_\_\_ (“AGENCY”)

**AND**

**WESTERN NATIONAL LIFE INSURANCE COMPANY (“INSURER”)**

The Agency Agreement described above is hereby supplemented as provided in the section titled, “Agency’s Compensation,” to define the current rate of commissions payable on the authorized products shown below.

**PRODUCTS & COMMISSIONS:**

The commission payable under this Schedule will be reduced to the extent that compensation shall be payable by Insurer to producers affiliated with Agency. Agency’s authority as a soliciting agency of the Insurer shall be for the following products at the designated commission payable as percentage of premiums collected:

<b>Authorized Product</b>	<b>Standard Form No.</b>	<b>Commission Payable as Percentage of Premiums Collected</b>	
<b>WNL Flex 5-year</b> (1-yr guarantee, 1 <sup>st</sup> year premium bonus)	A116-98	Issue Ages 0-85	2.00%
		Issue Ages 86-90	1.00%
<b>WNL Flex 5-year</b> (3-year & 5-year guarantee)	A116-98	Issue Ages 0-85	2.00%
		Issue Ages 86-90	1.00%
<b>WNL Flex 7-year</b> (1-yr guarantee, 1 <sup>st</sup> year premium bonus)	A117-98	Issue Ages 0-85	5.00%
		Issue Ages 86-90	2.00%
<b>WNL Flex 7-year</b> (3-yr, 5-yr & 7-yr guarantee)	A117-98	Issue Ages 0-85	4.50%
		Issue Ages 86-90	2.25%
<b>WNL Security Builder 5</b> (all options)	A166-02	Issue Ages 0-80	2.00%
		Issue Ages 81-85	1.00%

<b>Set Rate Annuity</b>	A85-96	<b>Issue Ages 0-75</b>	
		5-yr term	3.00%
		7-yr term	2.00%
		8-yr term	4.00%
		9-yr term	4.00%
		10-yr term	4.00%
<b>Set Rate Annuity</b>	A85-96	<b>Issue Ages 76-85</b>	
		5-yr term	1.00%
		7-yr term	0.50%
		8-yr term	1.50%
		9-yr term	1.50%
		10-yr term	1.50%
<b>Ultra MYG</b>	A88-96	Issue Ages 0-75	6.00%
		Issue Ages 76-80	3.00%
		Issue Ages 81-85	1.25%
<b>WNL Power Index Annuity</b>	A201-05	Issue Ages 0-75	3.50%
		7 Year Surrender/Index Term	
		Issue Ages 0-75	3.50%
		9 Year Surrender/Index Term	
<b>WNL Secure Income Annuity (SPIA)</b>	01016A	Issue Ages 0-90	3.00%

Unless otherwise agreed, no commission will be paid for internal Policy transfers, exchanges or “rollovers” from any of Insurer’s existing policies into any of the products listed above.

**CHARGEBACKS (for all products except SPIA, UltraMYG, WNL Security Builder 5 and Set Rate Annuity products):**

Agency shall reimburse to Insurer Agency's share of the designated percent of commissions paid to Agency for sales of authorized products during the periods specified as follows:

100% on premiums refunded to Policyholders for Policies issued but not accepted, or for Policies surrendered during the first Policy year;

100% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or (if applicable) have the surrender charges waived pursuant to the Extended Care Rider (Policy Forms R347-97 or R347-06) or the Activities of Daily Living Rider (Policy Form R389-06), upon withdrawal during the first twelve-month period after such amounts were received for deposit; and

50% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or (if applicable) have the surrender charges waived pursuant to the Extended Care Rider (Policy Forms R347-97 or R347-06) or the Activities of Daily Living Rider (Policy Form R389-06), upon withdrawal during the second twelve-month period after such amounts were received for deposit.

**CHARGEBACKS (For the WNL Security Builder 5 product only):**

Agency shall reimburse to Insurer Agency's share of the designated percent of commissions paid to Agency for sales of authorized products during the periods specified as follows:

100% on premiums refunded to Policyholders for Policies issued but not accepted, or for Policies surrendered during the first six-month period of the first Policy year;

50% on premiums refunded to Policyholders for Policies issued but not accepted, or for Policies surrendered during the second six-month period of the first Policy year;

100% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or have the surrender charges waived pursuant to the Extended Care Rider (Policy Forms R347-97 or R347-06) or the Activities of Daily Living Rider (R389-06), upon withdrawal during the first six-month period after such amounts were received for deposit; and

50% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or have the surrender charges waived pursuant to the Extended Care Rider Policy Forms R347-97 or R347-06) or the Activities of Daily Living Rider (R389-06), upon withdrawal during the second six-month period after such amounts were received for deposit.

**CHARGEBACKS (for the Set Rate Annuity only):**

Agency shall reimburse to Insurer Agency's share of the designated percent of commissions paid to Agency for sales of authorized products during the periods specified as follows:

100% on premiums refunded to Policyholders for Policies issued but not accepted, or for Policies surrendered during the first twelve months of the policy;

100% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or have the surrender charges waived pursuant to the Extended Care Rider (Policy Form R-347-06) or the Activities of Daily Living Rider (Policy Form R389-06), upon withdrawal during the first twelve-month period after such amounts were received for deposit; and

50% on amounts withdrawn that incur a surrender charge, as provided in the applicable Policy, or have the surrender charges waived pursuant to the Extended Care Rider (Policy Form R-347-06) or the Activities of Daily Living Rider (Policy Form R389-06), upon withdrawal during the second twelve-month period after such amounts were received for deposit.

This SCHEDULE A hereby supersedes any previous commission schedules or SCHEDULE As and shall be effective for authorized products sold or subsequent premiums received on or after its effective date. This shall continue in effect until amended, supplemented, or superseded.

**INSURER RESERVES THE RIGHT TO CHANGE SCHEDULE A AT ANY TIME AS PROVIDED FOR IN SECTION 4 OF THE AGENCY AGREEMENT FOR FIXED PRODUCTS.**

**EFFECTIVE DATE:**\_\_\_\_\_