

# Life Contract transmittal



Agent name (please print):		Agent code (if known):
Issue state of pending business	Client name	Policy number

Choose the Contract type and commission level for the agent/agency:

Contract type:  License only producer       Producer       General agency       Contract change (agent signature required)

Commission level: \_\_\_\_\_

Please indicate the appropriate hierarchy below:

Immediate upline name\* \_\_\_\_\_ Code \_\_\_\_\_

Top level upline name\* \_\_\_\_\_ Code \_\_\_\_\_

\*Required field

Comments or special instructions:

Any pending business will be paid according to the agent contract (if any) in effect prior to receipt of this transmittal form by North American Company for Life and Health Insurance®.

Certain states require a supervising agent/agency to be licensed to receive override commissions. If a license is not held in these states when business is written, override commissions will not be paid.

MGA/Distributor signature:	MGA/Distributor code:	Date (mm/dd/yyyy):
Agent signature (if applicable):	Agent code:	Date (mm/dd/yyyy):



\*O2682\*



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

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

Appointing Agent Contracted? If YES, give agent code # \_\_\_\_\_

If NO, please attach contracts and license(s)

**Anti-Money Laundering (AML) Training Requirements:**

\_\_\_\_\_ AML training was completed through LIMRA on: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ AML training was completed through an independent program:

**COMPLETION CERTIFICATE ATTACHED**

**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.

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

***Please return to:  
Oak Tree Life and Annuity Brokerage  
11166 Fairfax Blvd, Ste 300  
Fairfax, VA 22030  
Ph.: 800-842-9124 /Fax: 800-586-7905  
www.oaktreeus.com***

# Contract application

Complete all questions



Name (first, middle initial, last)		Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of birth (mm/dd/yyyy)	Social Security number	National producer number
Type of appointment (select one) <input type="checkbox"/> Life <input type="checkbox"/> Annuity	Contract type <input type="checkbox"/> LLC* <input type="checkbox"/> Partnership* <input type="checkbox"/> Sole proprietorship* <input type="checkbox"/> Corporation* <input type="checkbox"/> Individual		Taxpayer Identification number		CRD number
Residence address (street, city, state, ZIP)					Residence phone number
Business name (DBA)					Business phone number
Business address (street, city, state, ZIP)					Business fax number
Preferred mailing <input type="checkbox"/> Residence address <input type="checkbox"/> Business address					Cell phone number
E-mail address (required)			Preferred contact <input type="checkbox"/> Residence phone <input type="checkbox"/> Business phone <input type="checkbox"/> Cell phone <input type="checkbox"/> E-mail		
Broker/dealer name (if registered rep or affiliated with Broker/dealer)					
Broker/dealer address (street, city, state, ZIP)					Broker/dealer CRD number (if known)

**Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "yes" to any questions, you must attach an explanation with all relevant information and supporting documents.**

- Yes  No 1. Have you ever been convicted, pled guilty or nolo contendere, or do you have pending charges to a felony or misdemeanor? If yes, attach copy of court records.
- Yes  No 2. Have you ever had any regulatory action taken against you, or had your insurance or securities license denied, suspended, terminated or revoked by an insurance department, FINRA, or any other regulatory agency?
- Yes  No 3. Have you ever had a complaint filed or do you anticipate a complaint being filed against you by a consumer, an insurance department, FINRA or any other regulatory agency?
- Yes  No 4. Has your contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm?
- Yes  No 5. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance and/or securities sales?
- Yes  No 6. Are you currently involved or ever been involved in litigation?
- Yes  No 7. Do you have past due financial obligations, unsatisfied judgments, or liens, including any delinquent state or federal tax obligations?
- Yes  No 8. Have you ever filed bankruptcy?
- Yes  No 9. Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business?

E&O Policy carrier: \_\_\_\_\_ E&O Policy number: \_\_\_\_\_

According to the Individual Agent/Master Distributor Contract, you are responsible for keeping your E&O coverage current for the duration of your relationship with North American.

**Compliance**

Yes  No I will conform to the procedures outlined in the "Compliance Manual" and all company product guides.

**Conditions and agreements** – By signing this application, I hereby acknowledge I have read a specimen copy of the proposed contract and all applicable supplements and addendums thereto to be entered into between myself and North American Company for Life and Health Insurance® (North American). I agree to be bound by all of the terms and conditions of such contract, supplements and addendums, which includes applicable commission schedule(s), and further agree that upon authorization to solicit business by North American, such contract, supplements and addendums shall be legally binding on me without further action required on my part. Thereafter, such contract, supplements, and addendums shall govern my relationship with North American, a personalized copy of which shall be made available to me by North American by electronic delivery. I agree not to solicit business until I have been notified by North American that I am authorized to do so. I represent and warrant that all information and answers to questions are true and complete. I understand the Fair Credit Reporting act requires North American to notify me that, as a routine part of processing my contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, and personal characteristics or mode of living. I further authorize North American or its affiliates<sup>1</sup> to obtain a consumer report and Vector One report in connection with this contract application. I further authorize North American or any of its affiliates or their duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity to (a) obtain a record of such history, status, or activities and (b) hereby authorize the release of such information by such organization or individual in connection with this application and (c) authorize North American or any of its affiliates to release information about any debit balance I may incur to Vector One, its successors, or any organization designated to replace Vector One. This authorization shall remain valid and in effect during the term of my contract. North American has the right to obtain subsequent consumer reports and/or investigative consumer reports on an as needed basis. Any Marketing materials which have not been provided by North American must be approved by North American prior to their use. I understand that any specimen sales brochures and material I have received are provided only for my personal examination of product provisions and rates. A photocopy of this authorization shall be as valid as the original, regardless of the date it is signed. <sup>1</sup>Affiliate means any company owned, directly or indirectly, by Sammons Financial Group, Inc. I will not sell or solicit North American annuity products in NY.

**AGENT AUTHORIZATION** – 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 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, and; 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Agent signature	Officer signature*	Date (mm/dd/yyyy)
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I have reviewed the above application and I hereby recommend this agent contract for consideration by North American.

Distributor signature	Code	Date (mm/dd/yyyy)
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\*If Officer of a Corporation, LLC, Partnership, or Sole Proprietorship please sign both as Agent and Officer.



# Credit authorization for: California, Minnesota and Oklahoma Residents



Thank you for completing an application for appointment with North American Company for Life and Health Insurance®.

Under state law we must inform you that we utilize Business Information Group, Inc., a consumer-reporting agency, to obtain records of employment history, credit history, financial status, or record of any illegal activity on applicants for appointments with our company. Your signature on the Contract application authorizes North American, or its duly authorized representative, to contact Business Information Group, Inc., its successors, or any organization designated to replace Business Information Group, Inc., in order to obtain a record of employment history, credit history, financial status, or record of any illegal activity on you; and also authorizes the release of such information by Business Information Group, Inc., its successors, or any organization designated to replace Business Information Group, Inc. in connection with your application. In addition, your signature on the application authorizes North American to release information about any debit balance you may incur to Vector One, its successors, or any organization designated to replace Vector One.

With your signature below, we will obtain an employment-only credit check that does not include a credit score. An employment credit check will not negatively affect your credit score or status with the credit-reporting agencies.

Also, under state law, you are entitled to a copy of the record North American obtains from Business Information Group, Inc. Please indicate by checking the appropriate box whether or not you would like a copy of the report.

- Yes, send a report to the residence address I indicated on my application.
- No, I do not wish to have a copy of the report sent to me.

Send this authorization back along with your completed Contract application, including your signature and report choice above in order to complete the processing of your application. Your agent Contract will remain at a pending status and a consumer report will not be ordered until this requirement is satisfied. Thank you.

Signature	Social Security number	Date (mm/dd/yyyy):
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# Business entity certificate



This Certificate is delivered to North American Company for Life and Health Insurance® (the "Company"), pursuant to the contract application on behalf of \_\_\_\_\_ [name of entity], a \_\_\_\_\_ [State of entity's domicile; insert type of entity: corporation; limited liability company; partnership; sole proprietorship] to be a Producer or Distributor of the Company (the "Contract Applicant").

The undersigned, on behalf of the Contract Applicant, and not in his or her individual capacity, hereby certifies to the Company as follows:

1. The undersigned is authorized to execute and deliver this Certificate on behalf of the Contract Applicant.
2. The Federal Tax I.D. of the Contract Applicant is: \_\_\_\_\_.
3. The officers of the Contract Applicant are (attach additional pages of necessary) *(Required for Corporations and LLC's; only required for other entity types if applicable)*:

Name	Office
_____	President
_____	Vice president
_____	Secretary
_____	Treasurer

4. The directors or managers of the Contract Applicant are (attach additional pages if necessary) *(Required for Corporations and manager-managed LLC's; only required for other entity types if applicable)*:

Name	Director/manager
_____	_____
_____	_____
_____	_____

5. The four (4) largest stockholders, members or partners of the Contract Applicant are *(Required of all entity types)*:

Name	Name
_____	_____
_____	_____

6. As of the date of this Certificate, the following persons are those authorized to execute each document to which the Contract Applicant is or will be a party and who is authorized to act on behalf of the Contract Applicant. *(Required for all entity types)*:

Name	Office
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_



02839



## Annualization Addendum

Distributor/Producer Name (please print): \_\_\_\_\_

Distributor/Producer Code: \_\_\_\_\_

In signing this Annualization Addendum, I acknowledge I have read the applicable terms and conditions. I understand any amounts paid as Annualization Commissions are loans and not advances. In the event I am no longer under contract, any Unearned Annualization Commission amounts paid to me are to be repaid to the Company on demand. The Company reserves the right to accept or reject this Addendum and I understand and acknowledge the Company may terminate this Addendum at any time and for any reason. This Addendum shall terminate automatically upon termination of my Contract with the Company.

Please set maximum amount of Annualization per Annualized Policy at \$ \_\_\_\_\_ (“Annualization Cap”).

Signature of Distributor/Producer: (Required)	Date:
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Signature of Distributor: (Required)	Date:
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Please retain a copy of this Addendum for your records and send the original to the Company.

### FOR OFFICE USE ONLY

Processed and Accepted by the Company:

By: \_\_\_\_\_

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

(“Effective Date”)

## Terms and Conditions

### 1. Definitions.

- All capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in your contract with the Company (the “Contract”).
- An “Annualized Commission” is an advance of a percentage of first year commissions on New Business to you. Annualized Commissions are computed by multiplying the Annualization Percentage by the first year commission rate for New Business, as specified in the applicable commission schedule. Commissions will only be annualized in Year 1 of the Company Product.
- The “Annualization Percentage” is the percentage of first year commissions that the Company will pay you. The Annualization Percentage is identified above and may be modified from time to time by the Company upon written notice to you as set forth in the Contract.
- “Annualized Policy” means New Business for which an Annualized Commission has been paid to you.
- “New Business” means a life insurance policy issued by the Company for which the Company has received full payment of the first modal premium and all outstanding policy requirements. New Business does not include annuities or unscheduled or excess premiums on universal life products.
- “Unearned Annualized Commissions” means Annualized Commissions for which the first year commission on New Business has not been earned.

### 2. Annualized Commission Payment.

- The Company will pay an Annualized Commission to you on New Business eligible for annualization. The Company reserves the right, in its sole discretion, to determine whether New Business is eligible for annualization under this Addendum.
- An Annualized Commission will be reported as income for tax purposes at the time it is paid to and received by you.
- The Company will credit first year commissions, as those commissions are earned, against the sum of Annualized Commissions paid on Annualized Policies pursuant to the Automatic Commission Withholding Process set forth in Section 3 below. Any remaining balance of first year commissions, after crediting those commissions against paid Annualized Commissions, will be paid to you as earned.

- The maximum annualization amounts allowed as a percentage of Annualized Commissions shall be seventy-five percent (75%), except the maximum annualization for annual policies, which shall be one hundred percent (100%).
- The Company reserves the right to determine the maximum amount of Annualized Commissions to be paid in any calendar month to you.
- The Annualization Cap is the maximum amount of Annualized Commissions to be paid on New Business. Such amount shall not exceed: \$10,000.

### 3. Automatic Commission Withholding Process.

- You shall be provided a commission statement via the Company’s web site, which statement shall accumulate new available Annualization Commissions and generate electronic funds transfers for amounts payable of \$50 or more.
- Annualized Commissions will be deposited to your bank account on the second working day after a commission cut-off is completed.
- In consideration for receipt of Annualized Commissions under the Annualization Addendum, you authorize the Company to withhold first year commissions earned on an Annualized Policy until the sum of those first year commissions equals the amount of Annualized Commissions paid for that Annualized Policy.
- If first year commissions earned on an Annualized Policy are insufficient to offset Unearned Annualized Commissions for that Annualized Policy, the Company reserves the right to offset any Unearned Annualized Commissions from all first year and renewal commissions otherwise be payable to you.
- In the event an outstanding balance of Unearned Annualized Commissions exists despite (d) and (e) above, the Company reserves the right to seek repayment of that outstanding balance from you pursuant to the Contract.
- Any indebtedness incurred under this Addendum for which recovery cannot be made pursuant to (d), (e) or (f) of this Section 3 shall be governed by the terms for indebtedness included in the Contract.

### 4. The terms and conditions of the Contract are applicable to this Addendum.

# Commission direct deposit authorization form



## Instructions

It is North American's policy to deposit your commissions directly to an account of your choosing at any designated financial institution. Please be advised, all active and terminated codes for each designated line of business will be updated per this request.

1. Mark the appropriate box specifying the line of business the direct deposit information applies to.
2. Mark the appropriate box specifying that your pay will be deposited to either your checking account or savings account.
3. Complete the requested information about you, your financial institution, and your account.
4. Submit a voided check for verification of all financial institution information.
5. Review and sign the completed form.

## Complete all fields below

Line of business (check all that apply)  Annuity  Life

Type of account (select one)

- Checking account - **Voided check required.**
- Savings account - Provide account verification information on bank letterhead.

Financial institution's name	Financial institution account owner
Agent/agency name	Agent/agency code(s)
Routing number	Account number

## Authorization

Only one bank account per Social Security number (SSN) or Tax Identification number (Tax ID) is allowed for each line of business (Life/Annuity).

Should an incorrect deposit be made, the financial institution is authorized to debit my account and return the funds to North American.

Taxable earnings will be reported on the Tax ID in which they are earned, regardless of the payee/account to which they are paid.

In the event you incur a commissions debt to North American we will not debit your account without prior permission from you.

This agreement will remain in effect until I have cancelled/changed it in writing.

I authorize North American and the financial institution listed above to automatically deposit my payable and net amounts earned.

Agent/principal signature	Date (mm/dd/yyyy)
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## Voided check required