



**NATIONAL GUARDIAN LIFE INSURANCE COMPANY  
AUTHORIZED REPRESENTATIVE / AGENCY / AGENT QUESTIONNAIRE:**

*Agents and Agencies are not permitted to solicit, sell or procure an application for insurance until they possess an insurance agent's license and authorization from National Guardian Life Insurance Company. Omission of any information below, will delay authorization from National Guardian Life Insurance Company and payment of commissions.*

NAME OF AUTHORIZED REPRESENTATIVE / AGENCY / AGENT				SSN:	DOB	
NAME OF CORPORATION			TAX ID NUMBER			
BUSINESS ADDRESS	CITY	STATE	ZIP CODE	PHONE ( )		
MAILING ADDRESS (P.O. Box)	CITY	STATE	ZIP CODE	FAX #		
CONTACT NAME			EMAIL ADDRESS		PHONE ( )	
PRINT NAMES AND TITLES OF ALL OFFICERS:						
ADDITIONAL STATE APPOINTMENTS:						
COMMISSION PAYMENTS PAID TO:    AGENT                      AGENCY                      (Please circle one)						
<b>BACKGROUND: (Please explain, include dates, and "yes" answers on a separate sheet) Has Authorized Representative /Agency / Agent ever:</b>						
been appointed by National Guardian Life Insurance Company?					YES	NO
had a complaint filed against you with an Insurance Department?    State?					YES	NO
been refused a bond?					YES	NO
been the subject of any investigation or proceeding by any insurance jurisdiction?					YES	NO
had any agency contract or company appointment canceled for cause (e.g., misrepresentation, misappropriation, etc.)?					YES	NO
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?					YES	NO
been refused a license to sell insurance or membership in any insurance organization or had a license suspended or revoked for cause by any jurisdiction?					YES	NO
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?					YES	NO
been convicted of or pleaded no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.					YES	NO
have any criminal charges pending against you?					YES	NO
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?					YES	NO
been named a party in any lawsuit?					YES	NO
Are you presently indebted to any insurer or any insurance company or managing general agent?					YES	NO
Do you intend to sell insurance principally for the purpose of placing insurance on risks owned or controlled by you, your employer or your family?					YES	NO

# of years Authorized Representative/Agency/Agent has been in business? \_\_\_\_\_

# of years Agency/Agent has been at present address? \_\_\_\_\_

**CERTIFICATION / AUTHORIZATION** - I certify that I have answered all questions honestly and to the best of my knowledge

**DATE** \_\_\_\_\_ **SIGNATURE OF AUTHORIZED REPRESENTATIVE/AGENT:** \_\_\_\_\_



# National Guardian Life Insurance Company Agent/Agency Agreement

MADISON, WISCONSIN  
("the Company" or "Us" or "Our")  
HEREBY APPOINTS

Agent/Authorized Representative  
("You" or "Your")

Name of Agent / Agency  
("You" or "Your")

City and State

## IT IS AGREED AS FOLLOWS:

1. You are authorized to solicit and procure applications as long as you possess an insurance agent's license, an appointment and authorization from NGL for such policies described in the most recent schedules then in effect as may be issued by the Company and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal or Agency funds.
2. You have no authority to make, alter or discharge any policy agreement, or extend the time of payment of any premium by more than 15 days; or waive any policy condition; or guarantee any dividend; or deliver any policy unless the insured is, to the best of the Agency's knowledge without investigation at that time in good health and insurable condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder.
3. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
4. From the Company's and Your standpoint, You are an independent contractor. Nothing contained in this agreement or in any course of dealing between the Writing Agent and the Company whether in the past or currently shall be construed or interpreted to create an employer-employee relationship between the Company and the Agency. You have no obligation hereunder to solicit applications for the Company, and You are free to exercise Your own judgment as to the persons from whom applications are solicited, and the companies with which You will place such insurance. The Company shall bear none of the expenses of conducting Your business under this appointment.
5. **Compensation.**
  - The commissions provided for herein, which are subject to change at any time upon fifteen (15) day written notice to You as to policies bearing Effective Dates subsequent to such notice, shall be payable to You, Your executors, administrators or assigns, except that no assignment of commissions accrued or to accrue shall be binding upon the Company without its written consent. If this Agreement terminates because of the dissolution of the Agency, no commissions shall be payable hereunder subsequent to the date of dissolution.
  - Commissions are not paid or due on individual and group conversion plans, and on policies or contracts issued to a policy owner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policy owner or contract owner, to the extent not otherwise provided for herein.
  - Commissions paid by the Third Party Administrator to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by You in performance of this Agreement. If the Company and the employer or group is terminated for any reason, the fee payable to You will be adjusted to reflect same.
  - You shall be entitled to a commission for so long as You remain the broker of record and this agreement is in force. If an employer or group solicited by You provides us with notification of a change of its broker of record, Your entitlement to fees with respect to such employer or group shall terminate at the close of business on the effective date of the change designating another broker of record.
  - At any time while this agreement is in effect, or after it is terminated, the Agency shall forfeit and shall not be entitled to receive any commissions or service fees due or to become due under this agreement, if the Agency shall:
    - a. Violate any of the provisions of this agreement, or
    - b. Shall neglect to report and pay over to the Company any premium collected by the Agency or sub-producer(s), or
    - c. Shall at any time during the term of this Agreement and, for six (6) months thereafter, endeavor to induce through a means other than general advertising in the normal course of business, or shall induce any employee, producer or representative of the Company with whom you have worked during your Agency capacity hereunder to discontinue their association with the Company, or
    - d. Shall endeavor to induce or shall induce any policyholder of the Company to relinquish a policy with the Company. Notwithstanding the foregoing, Agent shall not be prohibited from recommending to policyholder(s) various insurance products from other insurance carriers.
  - If the Company shall return the premiums on a policy or any portion of such premiums or cancel a policy for any cause, You shall refund to the Company on demand the amount of commissions received on the premiums so returned. This provision shall survive termination of this agreement.
  - If a policy issued hereunder should be lapsed for more than ninety days and subsequently be reinstated, the Company shall be relieved of any further commission liability to You unless the reinstatement application for such policy was procured by you.

6. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agency. This provision survives termination of this agreement.
7. **Indebtedness.**
  1. Any advance, loan, or extension of credit which the Agent / Agency at any time and in any manner may secure from the Company hereunder shall constitute indebtedness to the Company. If any check or draft of the Agent / Agency used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent / Agency to the Company.
  2. **Provisions Relating to Indebtedness.**
    - a. The entire indebtedness owed to the Company by the Agent / Agency, as confirmed in the records of the Company, may be deemed due and payable in full by the Company at any time.
    - b. The Agent / Agency shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent / Agency of any indebtedness of the Agent / Agency to the Company provided, the Company obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Agent / Agency.
    - c. The Agent / Agency hereby grants to the Company the right to offset all commissions becoming due hereunder against any indebtedness of the Agent / Agency to the Company; and the Company may at any time after giving Agent / Agency fifteen (15) calendar days notice of the indebtedness and Agent / Agency the right to cure, apply commissions payable to the Agent / Agency hereunder or any other monies payable to the Agent / Agency by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
    - d. The Company shall be responsible for any costs, including reasonable attorney fees and other collection expenses incurred by the Agent / Agency in connection with the recovery from the Company of any indebtedness of the Company to the Agent / Agency providing the Agent / Agency obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Company.
8. **Advertising.** You have no authority to advertise using the Company name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.
9. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliated companies, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and Employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.  
The Company agrees that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of You or any of Your affiliated companies obtained by Us in the performance of Our duties and obligations under this Agreement shall be held in the strictest confidence by Us , our producers and employees. The Company shall not disclose or sue such information except as necessary to carry out Our duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.
10. **Termination.** In addition to the methods otherwise herein provided, this agreement may be terminated by either party hereto, by notice in writing of the election to terminate delivered personally or mailed certified to the other party at the last known address. Said termination shall be effective ten (10) calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. Upon the death of the Agent or dissolution of the Agency, this agreement shall terminate and any monies which are then earned and to which the Agent would have been entitled at the time of his death or dissolution of Agency shall be paid, as the premiums are paid to the Company on behalf of the Agent / Agency, to whomsoever shall be legally entitled thereto. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.
11. **Term for Cause.** This agreement shall be terminated for cause immediately by written notice to the other party.
12. **Territory.** The territory in which You are licensed to represent us is not exclusively assigned to You and we have the right to enter into similar arrangements with others and You have the same right.
13. **Audit of Agency.** All books, accounts and records of the Agent / Agency related to the business of the Company hereunder shall be subject to audit and inspection by the Company or its duly authorized representative during normal business hours and the Company will provide reasonable notice to the Agent / Agency, including a reasonable period of time after termination hereof. Notwithstanding the foregoing, any examination of the Agent's / Agency's books, accounts, records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary and as it relates to the business of the Company.
14. **Records and Supplies.** We shall have the right, but not the obligation, at all reasonable times, including a reasonable period of time after termination hereof, to inspect Your papers, documents and records, wherever located, which relate to Our business. Notwithstanding the foregoing, any examination of the Agent's / Agency's papers, documents and/or records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. All records maintained by the Agent / Agency hereunder and all books, rate manuals, forms and other supplies furnished to the Agency by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof. All notices shall be deemed given when received. This item applies only to the business of the Company.
15. **Legal Proceedings.** The parties hereto consent, to the extent permitted by law, that jurisdiction and venue for the enforcement or interpretation of this agreement is Madison, Wisconsin. The parties herewith further agree that the law of the State of Wisconsin shall apply to enforcement, construction, and interpretation of this agreement. Any document that has been served upon You in

connection with any legal proceedings involving us must be transmitted to the Home Office by registered mail promptly and as soon as reasonably practicable after receipt. You will be liable to us for any reasonable loss or expense we incur resulting from Your failure to reasonably comply with this requirement to promptly transmit documents received in connection with any legal proceeding. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees who place insurance under this Agreement have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. You agree to notify us immediately in writing of any charges or actions relating to the placement of insurance that are known to You and brought in any court or by any regulatory body against You, Your producers or employees (who provide insurance or act under this Agreement) and of any felony conviction(s) of You, Your producers or employees (who provide \_ insurance or act under this Agreement) that are known to You and relate to the placement of insurance. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement

- 16. **Prior Contracts Superseded.** This Agreement shall supersede any and all prior Contracts between the parties hereto, whether written or oral, regarding the services of the Agency performed for the Company with respect to such products. This Agreement and its attachments constitute the entire agreement between the parties hereto and are subject to termination by either party upon written notice to the other party. All previous agreements are void and replaced by this agreement.
- 17. **Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
- 18. **Hold Harmless.** Each party to this Agreement will indemnify and hold harmless the other party from and against any and all claims, losses and expenses, including without limitation reasonable attorney fees and costs of defense that such other party incurs as a result of the first party's error, faulty action or omission or breach of this Agreement.

19. Subject to approval by the Company, this Agreement shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approval:

I accept this appointment subject to the terms and conditions herein provided.

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY**

\_\_\_\_\_  
Agent / Agency Name

By \_\_\_\_\_

\_\_\_\_\_  
Principal Agent's Signature

Social Security No. \_\_\_\_\_

**HIPAA RULES, REGULATIONS & GUIDELINES - AGENCY**

As agreed by both parties, the current federal guidelines as stated by the U.S. Department of Health and Human Services and outlined within the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) regulations, allow for the assignment and recognition of a “Business Associate” relationship between two organizations, whereas one of the organizations is able to perform certain functions and services for the other organization, as required by federal and state regulations, so as to facilitate compliance with said regulations.

Agent / Agency agrees to perform said functions and services stated in the Agent / Agency Agreement between the parties for National Guardian Life Insurance Company so as to enable National Guardian Life Insurance Company to comply with the Federal Government regulations promulgated under HIPAA, specifically pertaining to data collection and transfer of data between both parties as well as Agency and third-party entities, on the behalf of National Guardian Life Insurance Company and National Guardian’s Participating Providers using the specific mandated data content and format as required by the U.S. Department of Health and Human Services and the HIPAA regulations governing Standard’s for Electronic Transactions, Privacy and Security. If either party should violate such rules, regulations or guidelines (with or without knowledge), the violating party with written notice by the non-violating party, shall have reasonable time to cure such violation from time of knowledge or notice. If the violating party does not cure the violation within a reasonable time, the non-violating party may terminate the agreement with written notice indicating that the violating party has not cured the violation in a reasonable time and has not presented a good faith effort to cure such violation.

Should either state, federal and/or other regulatory governing bodies change existing guidelines during the Term so as to negate the relationship between Agent / Agency and National Guardian Life Insurance Company, or cause the said understanding of the relationship by both parties to become invalid, both parties shall work in good faith to re-address and re-define their existing relationship so as to become compliant under the new regulations and/or mandates in an expedient and timely manner.

WITNESS the hands of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Agent / Agency Name

By: \_\_\_\_\_  
National Guardian Life Insurance Company

By: \_\_\_\_\_  
Signature (Principal Agent)

**Fair Credit Reporting Act Consumer Disclosure – Principal Agent and Agency:**

**Obtaining a “Consumer Report”** NGL<sup>1</sup>, when making a decision to offer you a producer Agreement or to continue an Agreement may obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. (“FCRA”).

A “consumer reporting agency” is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A “consumer report” is defined by the FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment–related decisions affecting a consumer.

As an Agent / Agency with an interest in a relationship as a producer with NGL, you are a “consumer” with rights under the FCRA. If NGL obtains a “consumer report” about you and if NGL considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the “consumer report” before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_

<sup>1</sup> For purposes of this Authorization and Release, NGL includes National Guardian Life Insurance Company, its related companies and their agents.

**National Guardian Life Insurance Company c/o**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/ST/Zip** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

# TAX INFORMATION

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The Internal Revenue Service has notified us that the Taxpayer Identification Number/Social Security Number AND name under which you are contracted with National Guardian Life Insurance Company must be an identical match. Please complete and sign the Taxpayer Identification Number form below.

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please print or type

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and ZIP Code

\_\_\_\_\_

TAXPAYER IDENTIFICATION  
NUMBER

Enter your Social Security number or  
Employer Identification number

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CERTIFICATION. Under penalties of perjury, I certify that:

The number shown on this form is the Agency's correct taxpayer identification number.

Signature \_\_\_\_\_  
(Authorized Representative)

Date \_\_\_\_\_