NORTH AMERICAN®
A Sammons Financial Company

AGENT CONTRACT

North American Company for Life and Health Insurance (hereinafter the "Company," "we," "us" or "our") and the person named above (hereinafter "Agent," "you" or "your"), in consideration of your undertaking to sell any life insurance policy, annuity and/or other products offered by the Company (the "Company Products") for the consideration as stated in this Agent Contract and the applicable Commission Schedule Addendum(s) and other Schedules, as may be amended from time to time, provided or made available to you (collectively, the "Contract") and made a part hereof, mutually agree to the terms contained herein. All Commission Schedule Addendums and other Schedules to the Contract may be provided to you in accordance with the notice provision contained in the Contract or by posting such Commission Schedule Addendums or other Schedules on a Company website to which you are given access. In the event of any conflict between this Contract and any other documents, but specifically excluding the Commission Schedule Addendums and other Schedules, the language of this Contract shall control.

1. Appointment. If you are not an existing Agent of the Company, the "Effective Date" of this Contract is the date on which the Company executes this Contract, and you shall be considered to have been appointed by the Company to be an Agent on that date. If you currently are appointed as an Agent of the Company, the "Effective Date" of this Contract shall be the date on which you receive any compensation from the Company or the date on which the Company receives an application from you for a Company Product, whichever date occurs first. Once this Contract becomes effective, you may procure applications for those Company Products set forth on the Commission Schedule Addendums that are applicable to you. By accepting this appointment, you agree to the terms, conditions, and limitations of the appointment set forth herein. You are authorized to do business under the terms of this Contract only in those states or territories where the Company is approved to conduct business and where you are duly licensed to conduct such business.

2. General Agreements. You shall be duly licensed by and have an active appointment in good standing with all applicable state insurance departments, federal regulatory agencies and other governmental bodies having jurisdiction. You shall operate in strict conformance with all applicable laws and regulations in all states and territories in which you transact business and in conformity with the rules and regulations of the Company. You shall immediately notify the Company when any federal, state or regulatory body terminates or suspends your license. You acknowledge, understand and agree that the Company has the right itself, or through a third party, to periodically conduct background checks on you and to review publicly available resources related to you. You will act in good faith when dealing with owners of the Company Products and you acknowledge that all Company Products are the property of the Company. You agree to exert your best efforts to keep all Company Products that you sell in full force and effect.

3. Independent Contractor. It is understood and agreed that you are an independent contractor for the Company and not an employee of the Company. Nothing contained in this Contract shall create, or shall be construed to create, the relationship of an employer and employee between the Company and you. You shall be free to exercise your own judgment as to the persons from whom you will solicit applications and as to the time, manner and place of solicitation, subject to applicable federal and state regulations. You may represent other insurance companies while this Contract is in force; provided, however, that while doing so you may not hold yourself out in any manner as acting on behalf of the Company. You shall bear your own costs and expenses in performing your duties under this Contract. You agree that your compensation is determined by the terms of this Contract or addendums to the Contract. You are not eligible to participate in any employee benefit programs that the Company offers to its employees.

You or your corporate agency may have relationships with other agents who also are contracted with the Company. For instance, you may recruit other agents or subagents who report to you under a formal or informal arrangement in which commissions are shared. You are responsible for training and supervising any such agents or subagents who report to you. In all such circumstances, each agent or subagent shall have a separate contract directly with the Company and shall be considered independent contractors of the Company. The Company shall not be a party to any form of agreement between you and such agents and subagents and shall have no responsibility

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with regard to such relationship. The Company reserves the right to terminate the appointments of any agents or subagents at any time pursuant to the Company's direct contractual rights.

4. Authority and Responsibilities of Agent. You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in the Company's name or account, to enter into any legal proceedings in connection with any matter pertaining to our business, or to make, alter, waive or discharge any of the provisions of any Company Products. Except for that provided by the Company, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products or that results in, or is intended to result in, the sale of any Company Product may be used, or be permitted to be used, in any medium only with the Company's prior written approval. You may distribute all such materials provided or approved by the Company at your expense. Sammons Financial Group, Inc. ("SFG") is the insurance holding company of the Company and is the owner of all common law and statutory trademark rights and accompanying goodwill of the names and marks associated with the Company Products provided by the Company. You may use the trademarks only for the purpose of promoting, advertising and selling the Company Products and related services of the Company for which you are authorized. All of your use of the trademarks inures to the benefit of SFG, and you acquire no ownership rights by virtue of such use. Without exception, all consumer advertising (including websites) and agent-use only recruiting material or sales literature mentioning the Company or any of the Company Products or using any of SFG's trademarks must be submitted for advertising review and approval prior to use. You must make any changes requested by the Company related to your use of trademarks. You are prohibited from registering trademarks, domain names and trade names that consist of or contain any of SFG's trademarks or any colorable imitation of any of SFG's trademark names or marks.

You agree to: (a) procure applications for Company Products; (b) promptly forward all applications and initial premiums to the Company; (c) take all reasonable steps to ensure that all Company Products are delivered to the policyholder in accordance with the Company's underwriting guidelines and published rules and procedures and as required by applicable laws and regulations; (d) make reasonable efforts to provide reasonable assistance to prospective and existing owners of Company Products; (e) operate in compliance with all applicable laws and regulations; (f) be aware of and comply with all of the Company's rules, guidelines, procedures and practices provided or published by us; (g) promptly report to the Company, in writing, any known or alleged misappropriation of funds by any agent, subagent or other person who reports to you regardless of whether such known or alleged misappropriation is with respect to funds of the Company or funds of any other person or company; (h) fully cooperate with the Company in any investigation or proceeding of any federal, state or other regulatory or governmental body or court;

(i) immediately notify us if you become aware of any policyholder complaints regarding the Company or any agent or subagent who reports to you, or if you or any other agent or subagent is served with any legal document relating to the Company or any Company Products; (j) maintain any and all applicable licenses and registrations and be in good standing with all applicable federal, state and other regulatory authorities; (k) have and maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including, without limitation, anti-money laundering and anti-terrorism financing procedures and controls as more specifically described herein; and (l) defer to the Company's discretion to resolve consumer complaints directed at the Company and seek appropriate commission chargebacks.

You agree, on behalf of yourself, any agents or subagents who report to you, and any other individual whom you may employ, engage, or contract to assist you in connection with your work for the Company, to keep and maintain for a period of at least 10 years all records that are related in any way to the Company or the Company Products, including, but not limited to, policy applications, correspondence, meeting notes, delivery receipts, proof of payment, and communications with prospective and actual policyholders. You further agree that all such records shall at all times be open to the inspection or audit by the Company, including, but not limited to, the 10-year period following the termination of this Contract for any reason, and shall, upon the termination of this Contract, be surrendered to the Company on demand.

You agree to comply with the Company's compliance manual and avoid all conflicts of interest including being named as a trustee for a trust named as owner or beneficiary of a policy owner's policy, being named as guardian or conservator for a policy owner or beneficiary of a policy owner, or any other conflict of interest under the applicable state law for which a fiduciary duty exists or for which a conflict of interest may exist.

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5. Delivery; Premiums. All Company Products must be delivered in accordance with applicable federal and state laws, rules and regulations and the Company's current rules and regulations. Where applicable, delivery of a Company Product may be made only if the proposed insured for the Company Product at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the applications for such Company Product, the first premium has been fully paid, and thirty (30) days has not elapsed from the date said Company Product was issued by the Company. A Company Product not so delivered shall be immediately returned so that the Company physically receives it no later than three (3) days after an unsuccessful delivery attempt has been made. We may require that you reimburse the Company for underwriting expenses in the event that (a) a Company Product that has been issued in a form that is consistent with the underlying application is rejected by the applicant; or (b) a Company Product is rewritten by the Company at your request.

You shall immediately forward to the Company any initial premium taken with an application and you shall not at any time deduct from it or any other premium payment any amount, including any amount for any commission owed to you or to any agents or subagents who report to you. The initial premium shall be made payable to the Company and shall not be commingled with your funds. You are not authorized to pay any premium personally, rebate premium to any policyholder, or collect any other premiums. Any premiums you do receive are received as an agent and fiduciary of the Company and immediately become property of the Company. All initial premiums, entire or partial, taken with an application shall be immediately forwarded to the Company.

6. Company's Rights. We may, at any time and in our sole discretion: (a) discontinue any Company Product in any state; (b) change any Company Product, including, but not limited to, the premium or renewal rate; (c) determine maximum or minimum policy limits; (d) change the conditions under which any Company Product may be offered; (e) change, amend, delete or add any Company procedures, guidelines or practices; (f) cease doing business in any state; (g) unilaterally amend the payment of commissions, bonuses, and benefits under this Contract as to amount, conditions, and vesting of payment, including, without limitation, all Commission Schedule Addendums to this Contract, provided such amendments will be prospective in effect and will be effective upon being provided or made available to you in accordance with the notice provisions contained in this Contract or by posting such amendments on a Company website to which you are given access; (h) determine whether to accept any applications and determine underwriting standards; (i) recapture from you vendor expenses incurred by us for underwriting requirements when applications for Company Products are not timely received or when inappropriate underwriting requirements are ordered by you or any agents and subagents who report to you; (j) enter into or not enter into a contract with any persons recruited by you to be agents or subagents; (k) reject applications for Company Products submitted by you, or by any agents and subagents who report to you, without specifying the cause; (l) examine any records related to Company Products, including, but not limited to, records related to applications for Company Products, at any time prior to and/or after the termination of this Contract and to make copies of such records as we may deem necessary; and (m) periodically conduct background checks and review publicly available resources related to you, either by us or through a third party. Amendments, changes, revisions or updates to Commission Schedule Addendums and any policies, guidelines or procedures of the Company shall be considered effective by posting them on a Company website to which you are given access. Information about changes or updates to Company Products may also be made available to you by posting such information on the Company website. You acknowledge, understand and agree that you have the affirmative responsibility to regularly check such Company website for such amendments, changes, revisions or updates.

7. Compensation. Generally, you shall be paid commissions, service fees, and other forms of payment, if applicable, on premiums received by the Company in accordance with the applicable Commission Schedule Addendum provided or made available to you. We have certain products for which we do not pay commissions, service fees, or other forms of payment and these products are not included in a Commission Schedule Addendum. No commissions will be payable on premiums paid in advance until such premiums are earned as determined by then current Company policies, guidelines or procedures. First year and renewal commissions shall be paid as set forth in the applicable Commission Schedule Addendum. Commissions shall be payable by the Company to the Agent less any commissions paid to those agents and subagents who report to you and less any deductions that may be required because of indebtedness to the Company or its affiliates; provided, however, we reserve the right to establish an aggregate minimum dollar amount for commissions to be issued. The minimum amount shall be determined by the Company in its sole discretion and may be changed by the Company from time to time at its sole discretion with or without notice to you.

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Should the Company, in its sole discretion, deem it appropriate at any time and for any reason to refund any premium or payment on which you or any agents and subagents who report to you were paid any commission, then such commission may be charged back against any other commissions that are due or become payable to you. In the event no other commissions are due or become payable, you shall repay to the Company upon demand any such commissions received by you or by any agents and subagents who report to you that have been charged back by the Company.

Notwithstanding anything to the contrary herein, we reserve the right to unilaterally revise the commission rates or conditions on any one or all of the Company Products at any time at our sole discretion. In addition, each of the foregoing terms and conditions is subject to the consequences of a termination pursuant to Sections 11(a) and 11(b) below and the corresponding loss of future commissions and other compensation that would otherwise have been payable to you.

8. Indebtedness. You shall repay the Company or any of its affiliates for any indebtedness arising from your sales activities or transactions and you shall be jointly and severally liable with any agents and subagents who report to you for the payment of all such amounts owed to the Company or any of its affiliates, including any advances or liabilities due or owed to the Company by you or any agents and subagents who report to you. Liabilities due or owed include any chargebacks, advances, loans or liabilities under this Contract and any agent's or subagent's contract and liabilities created by your or their misfeasance or malfeasance concerning the Company's (and our affiliates) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company (or any of its affiliates). Transactions which may result in your indebtedness to the Company include, but are not limited to: (a) the Company's payment of a death benefit on a policy which was approved by the Company based upon a material misrepresentation about which you had prior knowledge; (b) cancellation fees, if any, charged to you when a Company Product is canceled or refused; (c) causing the Company expense in defending against a charge that you violated an insurance law or regulation; (d) causing the Company expense in settling a consumer complaint or regulatory action arising out of alleged negligent, fraudulent, illegal, or unauthorized acts or transactions by you or any agents and subagents who report to you; and (e) any other transactions or activity by you which results in your indebtedness to the Company.

Any indebtedness owed by you to the Company is a legal debt. The Company is hereby given a first lien upon any amounts due you, your estate, successors, or assignments under this Contract or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you. Such amounts due from you shall be debited on the books of the Company with the amount of such obligation, when the same is due and unpaid from you or any agents and subagents who report to you, and on demand, you shall promptly pay the Company the amount of such debt. Notwithstanding the foregoing, your indebtedness, together with interest at a rate to be set by the Company from time to time, may be offset by any sum due to you or thereafter becoming due from the Company for the satisfaction of the debt. The Company at any time may pursue additional means to satisfy your then-outstanding indebtedness to the Company, and may assign its right to collect this debt.

The parties agree that the Company retains the absolute and unilateral right and discretion to settle and resolve any and all claims that are asserted against the Company, you or any agents or subagents who report to you, which relate to the Company, the Company Products or any action or omission by you or any agents or subagents who report to you relating to this Contract. Your joint and several liability shall not be contingent on your participation or notice of any such claims or assertions. Pursuant to Section 9 below, you agree to indemnify the Company for any attorneys' fees, court costs, expenses, loss and/or damages incurred by the Company in connection with the collection of any indebtedness owed by you pursuant to this Contract or owed by any agents or subagents who report to you.

9. Indemnification and Liability; Insurance. You will indemnify and hold the Company harmless from all attorneys' fees, court costs, expenses, verdicts, judgments, settlements, loss and/or damages (including, but not limited to. punitive, special, consequential, statutory, tort, contractual and extra-contractual damages) suffered by the Company because of your violation of, or refusal or failure to comply with the terms of this Contract or with any federal or state laws, rules or regulations, or resulting from unauthorized acts or transactions, errors or omissions by you or any agents and/or subagents who report to you in the performance of your services under this Contract. This indemnification obligation includes actions that the Company files against you or any third party, and those that the Company must defend, as a result of your actions or those of any agent or subagent who reports to you. You expressly acknowledge that the Company's indemnification rights herein apply even if the Company is alleged to have participated in the alleged negligence, misfeasance or malfeasance and regardless of whether you or the agents or subagents who report to you are parties to the claim or legal proceeding.

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During the term of this Contract, you agree to maintain professional errors and omissions liability insurance coverage in such minimum amounts and including such terms as we may, in our discretion, require and which we shall notify you of in accordance with the notice provisions of this Contract or by posting such information on the Company website. We reserve the right to require you to provide evidence of such coverage with submission of this Contract and subsequent renewal of coverage each year and you shall give us immediate written notification of cancellation or changes in coverage.

10. Privacy, Confidentiality and Use of Electronic Signatures.

(a) Privacy and Confidentiality. You shall follow the Company's published Privacy Policy and comply with all applicable federal and state laws, rules and regulations related to privacy, security and confidentiality of personal information. In addition, you and the Company both acknowledge that as a result of this Contract, each party may have access to and receive from the other party non-public personally identifiable financial and/or health information ("NPI"), as defined under federal and state law, regarding consumers, customers, former customers and/or their beneficiaries. The parties hereto agree to maintain the confidentiality of such NPI and shall not use, disclose, furnish or make accessible such NPI to anyone other than authorized employees and agents of the party as necessary to carry out the party's obligations under this Contract. The parties agree to cooperate with each other and provide reasonable assistance in ensuring compliance with applicable laws, rules or regulations, report to the other party any unauthorized disclosures of or access to NPI, and cooperate with any security assessments the other party may determine are necessary. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the NPI. At the request of the party that owns the NPI, or in the absence of such request, upon termination of this Contract, the other party shall promptly return all NPI which has been provided to it, or dispose of such NPI in a manner agreed upon by the parties, unless the party is required to maintain such NPI under federal or state laws or regulations. The obligations of confidentiality, non-use and non-disclosure set forth in this Section shall survive the return and/or destruction of such confidential information and the termination or expiration of this Contract. Each party acknowledges that any violation of the provisions of this Section 10 by either party may cause the other party immediate and irreparable damage for which the non-breaching party cannot be adequately compensated by monetary damages. Therefore, in the event of any such breach, the non-breaching party shall be entitled to seek preliminary or other injunctive relief, an order for specific performance, and any other equitable relief that a court may determine to be appropriate, and the non-breaching party shall not be required to post a bond or any other form of surety upon obtaining such equitable relief. The parties agree that such equitable or injunctive relief will be in addition to any damages or other remedies provided by law and otherwise available to the non-breaching party by reason of the other party's breach.

(b) Use of Electronic Signatures. An "Electronic Signature" is an electronic sound, symbol, or process attached to or logically associated with a contract, application, administrative form, or any other record and is then executed or adopted by a person with the intent to sign the record. A "Digital Audit Trail" means a document accompanying an Electronic Signature that includes the signers IP address, date and/or time stamps, and any identity authentication details. If you, or any of your agents or subagents, submits an Electronic Signature on behalf of themselves or another individual then: (i) you represent and warrant that it is your responsibility to obtain and maintain any consumer consents and disclosures required by state or federal law or regulation in order to transact business and accept signatures electronically prior to submitting any Electronic Signature to the Company; (ii) you represent and warrant that you will obtain valid, authentic Electronic Signatures and it is your responsibility to validate the identity of any applicant, proposed insured, insured owner or any other party to whom an Electronic Signature is obtained in connection with Company Products under this Contract, and to take any necessary steps to authenticate signers of documents signed electronically; (iii) you are required to maintain in your records a Digital Audit Trail of any document containing an Electronic Signature that you have submitted to the Company and the Company may in its discretion institute guidelines that may include submission of the Digital Audit Trail at the time of the receipt of the Electronic Signature or at any other time as may be reasonably required; (iv) it is agreed by the parties that a reasonable retention timeframe begins when an Electronic Signature and corresponding Digital Audit Trail is submitted in connection with any Company Products and ends when the Company Product ends by surrender, lapse with failure to reinstate, or death; and (iv) the Company has complete discretion to limit the types of documents or transactions for which it will accept Electronic Signatures, unilaterally create and modify guidelines or requirements regarding Electronic Signature submission, and to require prior approval before Agency can submit Electronic Signatures and revoke such approval at any time in its sole discretion.

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11. Termination.

(a) Automatic Termination. Except to the extent prohibited by applicable law, this Contract shall be automatically terminated, without notice, in the event that you: (i) cease to be licensed to sell the products offered by the Company, including being placed on suspended status, as required by a state insurance department or governmental body having jurisdiction over such licensing; (ii) fail to pay, withhold or misappropriate any money or property belonging to the Company; (iii) commit any felony, engage in fraudulent or dishonest conduct, or engage in any other act of moral turpitude; (iv) any failure to comply with Section 10(b)(ii) herein; or (v) upon your death.

(b) Termination by the Company. The Company may terminate this Contract, at any time, by delivering or mailing written notice of such termination as provided in this Contract in the event the Company determines, in its sole and exclusive discretion, that you have: (i) exposed the Company to potential liability due to your misfeasance or malfeasance; (ii) failed to conform to the business policies, guidelines, procedures and/or practices of the Company; (iii) failed to comply with the laws, rules or regulations of any federal, state or other governmental agency or body; (iv) directly or indirectly solicited, induced or attempted to solicit or induce any person to replace any Company Product with any competitive contract, policy or product issued by another company; (v) directly or indirectly solicited, induced or attempted to solicit or induce any agent of the Company to terminate the agent's contract with the Company; (vi) failed to pay any indebtedness owed to the Company or our affiliates in accordance with this Contract; (vii) sold your agency or brokerage to another entity; (viii) filed for bankruptcy or been subject to an involuntary assignment of your assets for the benefit of your creditors; (ix) become unable to fulfill your obligations under this Contract on account of a disability; or (x) otherwise breached any provision of this Contract. For purposes of determining whether this Contract should be terminated under this Section 11(b), the acts of any agents or subagents who report to you and any other individuals who you employ, engage, or with whom you contract to assist you in connection with your work for the Company shall be deemed your acts.

(c) Termination by Either Party. This Contract may be terminated at will by either party for any reason or no reason, with or without cause, by giving thirty (30) days advanced written notice to the other party.

(d) Effect of Termination. With the exception of a termination on account of your death or disability, in the event that this Contract is terminated for any of the reasons set forth in subsections (a) and (b) above, you will lose any and all rights to post-termination payments under this Contract. In the event that you are currently appointed as an Agent of the Company and this Contract is terminated on account of your death pursuant to subsection (a)(4) above, your estate shall receive the present fair market value as determined by the Company of all future payments owed under this Contract. In the event that this Contract is terminated on account of your disability pursuant to subsection (b)(ix) above or pursuant to subsection (c) above, you shall continue to receive the payments owed under this Contract until your death, at which point any further obligation on the part of the Company to make payments under this Contract shall terminate; provided, however, that the Company reserves the right to terminate your post-termination payments at any time in the event that you or any agents or subagents who report to you breach any of the provisions of this Contract after it has been terminated. All post-termination payments shall be subject to offset for indebtedness as provided in this Contract. In the event of the termination of this Contract for any reason pursuant to subsections (a), (b) and (c) above, you and any agents and/or subagents who report to you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business. After termination of this Contract, the Company is not obligated to provide Company Product information to you or to any agents and/or subagents who report to you. Except as otherwise set forth herein, your obligations arising under this Contract shall survive the termination of the Contract, whether such obligations arose prior or subsequent to the termination of this Contract. Until the effective date of termination, all rights of the Company to accept or reject applications for Company Products and determine underwriting standards as set forth in Section 6 of this Contract shall be applicable. Following the effective date of termination, all pending business and new applications will be rejected by the Company.

(e) Service Only Agent Status. Upon your request, and at the option of the Company in its sole discretion, instead of termination the Company may allow you to continue to service existing Company Products as a "Service Only Agent." We may apply Service Only Status to all Company Products or a subset of Company Products previously sold by you. If your status is that of a Service Only Agent, then the following applies with respect to the Company Products under which you have been placed in Service Only Agent status and the corresponding contracts and

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policies previously sold by you: (i) you are no longer authorized to solicit applications or engage in any selling or marketing activity on behalf of the Company; (ii) you are no longer permitted to have any agents, subagents, agencies and/or subagencies under you; (iii) any pending business or new applications will be rejected by the Company; (iv) you agree to continue to provide service to all contracts or policies under which your Service Only Agent status applies; (v) we may provide you access to systems and records to permit you to service contracts or policies and you agree in accessing any systems or records to follow all of the Company's policies, procedures and requirements including, but not limited to Section 10 herein; and (vi) any compensation or service fees will continue to be paid as if you were terminated pursuant to Section 11(c) above.

In the event you have been placed in a Service Only Agent status, you are still bound by this Contract and all of our rules, guidelines, procedures and practices provided or published by us. We reserve the right at any time to revoke Service Only Agent status and terminate you consistent with this Section 11 and in our sole discretion. Any request to change your status as a Service Only Agent is subject to any requirements Company may impose and will be subject to Company approval. The Company may deny any request to change from a Service Only Status for any reason or no reason and in its sole discretion.

12. Arbitration Agreement and Class Action Waiver.

(a) Subject to any party's right to seek equitable or injunctive relief in court (i) to protect NPI as described in Section 10 above, (ii) to enforce this arbitration provision as described in Section 12(k) below, or (iii) to allow or prevent conduct affecting the retention of existing policyholders or agents by the Company, the Company and Agent agree that any dispute arising under or related in any way to this Contract, including, but not limited to, the Commission Schedule Addendums and the payment or non-payment of commissions (a "Dispute"), shall be subject to mandatory and binding arbitration to the maximum extent allowed under the Federal Arbitration Act (the "FAA"). The types of Disputes that` are included within the scope of this arbitration agreement include, but are not limited to, (i) claims for breach of contract, including claims for fraud and duress in the formation of a contract and for negligent or intentional interference with contractual relations; (ii) tort claims, including claims for negligent or intentional infliction of emotional distress; (iii) claims arising under any federal, state or local statute, rule or regulation prohibiting discrimination, harassment or retaliation; and (iv) federal, state or local statutory or common law claims. All past, present and future parents, subsidiaries and affiliates of the Company and, for each of those entities, all stockholders, directors, officers, employees, agents, partners, joint venturers, independent contractors (including other Agents) and attorneys who are alleged to be liable or may be liable in any manner to either party based upon the allegations and claims asserted in the Dispute are intended to be third-party beneficiaries of this arbitration agreement with full rights to enforce it. Except where prohibited by law, the parties irrevocably waive any right to a jury or to sue in a court of law to resolve any Dispute.

(b) The arbitration and the arbitration proceeding for any Dispute shall be governed by

(i) the FAA; (ii) the provisions of the arbitration agreement contained in this Section 12; and

(iii) the American Arbitration Association's Commercial Arbitration Rules (the "AAA Commercial Rules"). It is understood and agreed that, to the extent there is any conflict between or among the provisions of the FAA, this arbitration agreement and the AAA Commercial Rules, the provisions of the FAA shall prevail, followed by the provisions of this arbitration agreement, followed by the provisions of the AAA Commercial Rules.

(c) A party shall provide notice of a Dispute to the other party or parties in accordance with the notice requirements described below in Section 19. The parties agree to attempt to resolve all Disputes informally within fifteen (15) business days of the date that a party has given notice of the existence of a Dispute. If the parties do not resolve the Dispute within such 15-day period, the Dispute shall be resolved by a single arbitrator. The parties shall seek to mutually agree on the arbitrator who will resolve the Dispute. If the parties are unable to mutually agree on the arbitrator, they shall request that the AAA provide them with a panel of five qualified arbitrators from which the arbitrator who will decide the Dispute shall be selected. The arbitrator shall be selected as a result of the parties exercising alternate peremptory strikes from the five-arbitrator panel, with the party who initiated the Dispute exercising the first strike.

(d) The arbitrator shall allow discovery as permitted by the Federal Rules of Civil Procedure, including the exchange of initial disclosures, the service of interrogatories and document requests and the right to take depositions, and shall work with the parties to agree on a reasonable discovery plan. In allowing discovery, however, the arbitrator

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shall balance the need for discovery against the policy favoring the cost-effective, expeditious resolution of the Dispute. The arbitrator shall also permit the parties to submit dispositive motions, including motions for summary judgment, and shall not schedule a hearing until all dispositive motions have been decided. Unless otherwise agreed to by the arbitrator and the parties, the arbitration hearing shall be conducted in the city and state of the Agent's principal place of business. Upon request by any party, the hearing shall be recorded by a stenographer at the Company's cost. At the request of any party, the arbitrator shall permit post-hearing briefs.

(e) The arbitrator shall have the authority to award any remedy for any claim for which any party would be entitled in a court of law. The arbitrator's award shall be in writing, shall set forth the basis for the arbitrator's decision, and shall be signed and dated by the arbitrator. The arbitrator's award shall be final and binding on the parties and shall completely resolve the Dispute, subject only to the grounds permitted under the FAA for vacating, correcting, or modifying an award.

(f) Agent's share of the AAA Commercial Rules filing and other fees and the arbitrator's fees will not exceed an amount equal to the civil filing fee in the area of the Agent's principal place of business. The Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA unless, in accordance with applicable law, an arbitrator orders a different allocation of those fees and costs. Applicable law shall also determine any party's right to recover attorneys' fees and/or the costs and expenses of arbitration for any claim asserted in the arbitration.

(g) Except as otherwise prohibited by applicable law, any party may request that the arbitration proceeding, including communications between or among the parties and the arbitrator, information and documents produced by any party, hearing or deposition transcripts, and the award and all rulings of the arbitrator, be kept strictly confidential. If any of the parties elects to keep the arbitration proceedings confidential, all parties agree to enter into an appropriate confidentiality agreement and, further, agree that all papers filed in court in connection with any action to enforce the parties' arbitration agreement or the arbitrator's award shall be filed under seal.

(h) A party may seek an order of any court of competent jurisdiction to enforce the arbitration agreement contained in this Section 12.

(i) If either party has more than one Dispute against the other party, each party agrees to bring all such Disputes together in a single arbitration proceeding so that they may be resolved at the same time.

(j) Neither the Company nor the Agent shall have the right to initiate, file, join, participate in, or intervene in any class or collective lawsuit, court case or arbitration that in any way relates to a Dispute that is covered by this arbitration agreement, and the Company and Agent hereby waive their right to initiate, file, join, participate in, or intervene in any class or collective action filed in state or federal court or with an arbitrator. ALL DISPUTES SHALL BE ADJUDICATED ON AN INDIVIDUAL, NON-CLASS AND NON-COLLECTIVE BASIS THROUGH THE ARBITRATION PROCESS DESCRIBED IN THIS ARBITRATION AGREEMENT. Moreover, neither the Company nor Agent shall have the right to join or consolidate the claims of two or more parties with separate Disputes into the same arbitration proceeding. Notwithstanding anything else in this Contract to the contrary, the parties understand and agree that the class action waiver contained in this Section 12(j) shall not be severable from the remainder of this arbitration agreement. Consequently, if the class action waiver contained in this Section 12(j) is found to be unenforceable for any reason by a court or an arbitrator, then the entire arbitration agreement in Section 12 shall be void and unenforceable by either party.

(k) Any court of competent jurisdiction is authorized to issue any injunctive or other equitable relief in aid of arbitration, including, without limitation, a temporary restraining order or preliminary injunction enjoining either party from violating any provision of this Contract, thereby preserving the status quo during arbitration of the Dispute.

(l) Except as otherwise required by applicable law, the parties agree that the arbitrator shall apply the substantive law of the State of Iowa to resolve a Dispute.

13. <u>Assignment.</u> You shall not have the right, power or authority to assign, pledge or hypothecate all or any portion of this Contract or its rights hereunder, or to delegate any duties or obligations arising under this Contract, voluntarily, involuntarily, or by operation of law, without the Company's prior written consent or acceptance in its sole discretion. In addition, you shall notify the Company at least thirty (30) days in advance of any anticipated assignment, assumption or other transfer of this Contract to another party. It is understood and agreed, however, that any such assignment, assumption or other transfer of this Contract to another party will be subject to the Company's prior written consent

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or acceptance in its sole discretion, which shall include the right to request additional information of such new party. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

14. Entire Agreement; Amendments. This Contract, including all Commission Schedule Addendums and other Schedules hereto no matter how provided or made available to you, contains the entire agreement between us with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between us, except as to any vested rights under such prior agreements. All prior contracts are otherwise terminated effective as of the Effective Date hereof. Supplements to this Contract, including the applicable Commission Schedule Addendum(s) and other Schedules, shall run concurrently with this Contract and shall be subject to the terms and conditions hereof, except as specifically modified by the supplement. Commission Schedule Addendums may be updated, amended, revised or modified by the Company in its sole discretion effective upon such updated, amended, revised or modified Commission Schedule Addendums being provided or made available to you (using the means set forth herein), which updated, amended, revised or modified Commission Schedule Addendum shall be considered accepted by you as a result of your continuing to write business under this Contract. Company may amend, modify or supplement this Contract at any time in its sole discretion by providing notice to you. You may reject any amendment, modification or supplement to this Contract by providing notice of termination under Section 11(c) within thirty (30) days of receipt of any such amendment, modification or supplement. Company may place you on Service Only Agent status during the pendency of such termination.

15. No Waiver. No modification or waiver of this Contract, or any terms hereof, shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16.Severability. Unless otherwise provided herein, any provision or part of this Contract which is invalid or unenforceable in any situation, in any jurisdiction, shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof, or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

17. Anti-Money Laundering. You agree to comply with all applicable anti-money laundering ("AML") laws, regulations, rules and government guidance currently and as may be amended, including, but not limited to, the reporting, record keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA PATRIOT Act (the "Patriot Act"), its implementing regulations, and related SEC, NASD and other self-regulatory organization ("SRO") rules. These requirements include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement AML compliance program that includes policies, procedures and internal controls for complying with the BSA; policies, procedures and internal controls for identifying, evaluating and reporting suspicious activity; a designated compliance officer or officers, training for employees and registered representatives; and an independent audit function.

You represent that, to the extent required by the BSA, the Patriot Act and any of their implementing regulators or other related SEC, NASD or SRO rules, you have established and maintain a comprehensive AML compliance program, including, but not limited to, a Customer Identification Program ("CIP"). You certify that your CIP, at a minimum, requires: (a) the verification of identity of any customer seeking to open an account; (b) the retention of record of the information used to verify each customer's identity; and (c) the determination, within a reasonable time before or after the account is opened, as to whether the customer appears on any lists of known or suspected terrorist organizations as provided to it by any government agency. In addition, you agree that you will verify the identity of each customer you introduce to the Company, or its affiliates where applicable, whether through documentary or non-documentary means, and hereby acknowledge that the Company, or its affiliates where applicable, shall rely upon such verification, as prescribed by the regulations promulgated under Section 326 of the Patriot Act in accordance with the safe-harbor provided in Section 103.122(b)(6) of the regulations under the Patriot Act. You certify, and shall certify to the Company, or its affiliates where applicable, annually hereafter, that

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you have: (y) provided AML training to any agents and subagents who report to you and that such AML training is in full compliance with the final regulations set by the U.S. Treasury, and any subsequent updates, revisions, changes made; and (z) established and implemented a CIP, in compliance with applicable laws, as part of your AML compliance program.

Further, you agree to comply with the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). You certify and shall certify to the Company, or its affiliates where applicable, annually hereafter, that you have an OFAC compliance program in place which includes procedures for checking customer names and the names of persons with signature authority over accounts against the OFAC lists of sanctioned governments and specially-designated nationals, terrorists and traffickers; the screening of wire transfers and other payments against the OFAC lists; a designated compliance officer; an internal communication network; training of appropriate personnel; and an independent audit function. You agree to promptly notify the Company whenever questionable activity, suspicious activity or OFAC matches are detected. You further agree to investigate any potentially suspicious activity and to take appropriate action, including the blocking of accounts, the filing of suspicious activity reports and the reporting of matches to OFAC.

18. Notice. Except as otherwise provided herein, any notice that is required to be provided under this Contract shall be in writing. Notice from the Company to the Agent may be provided via (a) U.S. Mail, return receipt requested; (b) a nationally recognized package delivery service (e.g., Federal Express or UPS); (c) e-mail to the Agent's e-mail address on record with the Company; or (d) via Company website notice for certain matters as described above. Notice from the Agent to the Company may be provided via (y) U.S. Mail, return receipt requested; or (z) a nationally recognized package delivery service (e.g., Federal Express or UPS) to the attention of the Company's General Counsel at 8300 Mills Civic Parkway, West Des Moines, Iowa, 50266. The Company shall provide the Agent with notice of any change(s) to its business address in accordance with the notice provisions described in subsections 18(a-c) above.

19. Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, which may include your application, and each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Use of electronic means to affix your signature to your application to this Contract and related forms shall be as valid and binding as an original signature.

20. Construction. This Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The captions and headings of the sections of this Contract are for convenience of reference only and are not to be considered in construing this Contract. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural.

21. Choice of Law. Except as otherwise required by applicable law, this Contract, and the legal relations between the parties hereto, will in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Iowa.

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Executed as of the Effective Date

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE®

By (Signature on Contract Application incorporated herein)
Agent

By _____
Company Officer

Accepted:

By (Signature on Contract Application incorporated herein)

Sammons Financial® is the marketing name for Sammons® Financial Group, Inc.'s member companies, including North American Company for Life and Health Insurance®. Annuities and life insurance are issued by, and product guarantees are solely the responsibility of, North American Company for Life and Health Insurance.