AFBA and 5Star General Agency, LLC Contracting Instructions for Appointment with National Guardian Life thru Raccuglia Financial Brokerage, Inc.

To complete the appointment process with National Guardian Life, please complete and return the following items:

- Producer agreement Includes Producer Data, Background questions, Direct Deposit (optional), and Sign pages 3 & 4.
- Non-Resident Appointment Fees NGL pays for Resident state fees but if you
 wish to be appointed in any non-resident states please submit a check (payable
 to National Guardian Life) to our office with the states you would like to be set
 up in and NGL will appoint you in those states. Appointment Fees chart is
 included in this application packet.
- Assignment of Commissions form if applicable

Completed forms can be emailed to: Licensing@rfbagentportal.com

Appointment Fees Fast Facts





	Resi Individual	dent	ee - Licensed Agents Nonresic	lant	Appointment Fees:	
AK AL S			Nonresio	lant	rippointment rees.	
AL	Individual			ieiit	Per Line or Per Insurer	Term. Fee
AL		Firm	Individual	Firm	Ter Ente of Fer Histier	
			Not an appoin	tment state		
AR	\$30	\$30	\$30	\$30	Per insurer	No fee
	\$20	No fee for firm; \$20 per agent	\$60	No fee for firm; \$60 per agent	Per insurer	\$10
		to receive firm commissions.		to receive firm commissions.		
ΑZ			Not an appoin	tment state		
CA	\$24	\$24		\$24	Per insurer	\$24
СО			Not an appoin			
	Domestic companies: \$50.	Domestic companies: \$50.	Domestic companies: \$50.	Domestic companies: \$50.	Per insurer	No fee
	-	Companies domiciled in AK,	Companies domiciled in AK, AZ,	Companies domiciled in AK,	T et mourer	110 100
		AZ, CO, HI, IL, IN, MD, MO,	CO, HI, IL, IN, MD, MO, MT, NY,	AZ, CO, HI, IL, IN, MD, MO,		
		MT, NY, OR, or RI (list	OR, or RI (list subject to change):	MT, NY, OR, or RI (list		
	·	subject to change): no	no appointment fees. Foreign	subject to change): no		
	,	appointment fees. Foreign	companies: \$80.	appointment fees. Foreign		
	companies: \$80.	companies: \$80.	r	companies: \$80.		
	\$25	\$25	\$25	\$25	Per insurer	No fee
DE S	\$25	Firms not appointed.	\$25	Firms not appointed.	Per insurer	No fee
		Major lines agencies are not	\$60 plus \$6 per county in which the		Per insurer	No fee
		appointed in Florida.	nonresident agent intends to	appointed in Florida.	, , , , , , , , , , , , , , , , , , , ,	1.5.00
		11	physically transact insurance; \$402	11		
			all counties.			
GA	\$14.85	Firms not appointed.	\$14.85	Firms not appointed.	Per insurer	No fee
		No fee	No fee	No fee	N/A	No fee
		Firms not appointed.	Domestic: \$5	Firms not appointed.	Per insurer	No fee
	Foreign: retaliatory-contact	i iiiis not appointed.	Foreign: retaliatory-contact DOI	i illis not appointed.	i ei nisurei	No ice
	DOI.		Torcign retunatory contact DOI			
		No fee	No fee	No fee	N/A	No fee
IL		- 10 - 10	Not an appoin		- 17	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
IN						
	D 1: : #0	D 1:	Not an appoin		ln ·	N. C
	*	Domestic companies: \$2;		Domestic companies: \$2;	Per insurer	No fee
		Foreign companies: \$5 \$100	companies: \$5 \$50	Foreign companies: \$5 \$120	Per insurer	No fee
		\$20	\$20			
LA	\$20	\$20	\$20	\$20	Per insurer; variable appointment is	No fee
MA	\$75	\$75	\$75	\$75	additional. Per individual or per member of a BE	No fee
	ψ/3	ψ/ 3			ref marviation of per member of a be	Notee
MD	#20	***	Not an appoin		la u	N. 6
		\$30	\$70	\$70	Per licensee, per company	No fee
		\$5	\$5	\$5	Per licensee, per company	No fee
MN	\$30	Firms not appointed	\$30	Firms not appointed	Per insurer	No fee
MO			Not an appoin	tment state		
MS	\$25	Firms not appointed	\$25	Firms not appointed	Per insurer	No fee
MT	No fee	No fee	No fee	No fee	N/A	No fee
NC S	\$10	Firms not appointed.	\$10	Firms not appointed	Per line of authority	\$10
		\$10	\$10	\$10	Per insurer	No fee
		Firms not appointed		Firms not appointed.	Per insurer	\$3
	state of domicile / contact	- IIIo not appointed	of domicile / contact DOI.	- III not appointed.		ΨΟ
	DOI.		, , , , , , , , , , , , , , , , , , , ,			
		\$25	\$25	\$25	Per insurer	\$25
		\$25 electronic; \$35 paper	\$25 electronic; \$35 paper	\$25 electronic; \$35 paper	Per insurer	\$25 electronic; \$35
. 1)	,	, and puper	, and paper	, and the same of		paper
NM	\$20	Firms not appointed, but	\$20	Firms not appointed, but	Per line of authority	No fee
14112		must provide list of insurers		must provide list of insurers	, , , , , , ,	
		with which they intend to		with which they intend to		
		transact business.		transact business.		
						<u> </u>
NV	\$15	\$15	\$15	\$15	Per insurer	No fee
NY	No fee	No fee	No fee	No fee	N/A	No fee
		\$20	\$20	\$20	Per insurer	\$5
-		\$30	\$30	\$30	Per insurer	No fee
	\$50	φ50			i ei nisurei	Notee
OR	ra E	¢1E	Not an appoin		D:	NT C
		\$15	\$15	\$15	Per insurer	No fee
		No appts; fee to file annual	No appts; fee to file annual list of	Nonresident firms are not	N/A	N/A
	•	list of contracted producers is	contracted producers is \$30 per	licensed.		
5	\$30 per individual reported.	\$30 per firm reported.	individual reported.			

Appointment Fees Fast Facts





	Appointment Fee - Licensed Agents				Amazintus ont Essou	
State	Resident		Nonresident		Appointment Fees: Per Line or Per Insurer	Term. Fee
	Individual	Firm	Individual	Firm	Tel Ellie of Tel Hisurei	
SC	\$40 for local agent (selling	Firms are not appointed.	\$40 for local agent (selling agent);	Firms are not appointed.	Per insurer	No fee
	agent); \$100 for general agent		\$100 for general agent (sells and			
	(sells and supervises)		supervises)			
SD	\$10	\$10	\$20	\$20	Per insurer	No fee
TN	\$15	Firms not appointed,	\$15	Firms not appointed,	Per insurer	\$15
		licensing is optional		licensing is optional		
TX	\$10	\$10	\$10	\$10	Per insurer	No fee
UT	No fee	No fee	No fee	No fee	N/A	No fee
VA	\$10	\$10	\$10	\$10	Per line of authority	No fee
VT	\$60 min., retaliatory to	Firms not appointed	\$60 min., retaliatory to insurer state	Firms not appointed	Per line of authority	No fee
	insurer state of domicile /		of domicile / contact DOI.			
	contact DOI.					
WA	\$20	\$20	\$20	\$20	Per insurer	No fee
WI	\$16	Firms not appointed	\$50	Firms not appointed	Per line of authority	No fee
WV	\$25	Firms not appointed	\$25	Firms not appointed	Per insurer	No fee
WY	\$15	\$15	\$15	\$15	Per insurer	\$15

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GL Insurance Group Contracting Agreement

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191 Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

General Powers, Relationship and Duties

- 1. Appointment and Authority. The undersigned producer (referred to as You or Your) is appointed as a Producer of National Guardian Life Insurance Company (referred to as We, Us or Our) and is permitted to solicit applications for those plans of insurance authorized by Us. You agree to procure, renew and maintain any resident and/or non-resident licenses and appointments that any State may require for soliciting applications for Our products.
- **2. Independent Contractor Status.** You and We agree that You are an independent contractor and that nothing contained in this Agreement shall be construed to create the relationship of employer or employee between Us and You. You will not be treated by Us as an employee for federal or state tax purposes and We will furnish You with an annual information return (1099-MISC). You are free to exercise your own judgment, including the time, place and persons from whom You solicit applications for insurance.
- 3. Business Conduct. Your authority to represent Us is contingent on Your conforming to all rules and guidelines as may be stated in this Agreement, Our rate books, Our compliance manual or any other materials (the 'Company Rules') We provide to You. In addition, You agree to comply with all federal, state or local laws, rules and regulations (the 'Laws and Regulations') where You are doing business. You agree to aid in the care and conservation of Our insurance business and provide prompt service to Our policyholders. You also agree to train and supervise Your producers and Employees and ensure that they comply with all Company Rules and the Laws and Regulations. 'Employees' shall include, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Your behalf.
- **4. Marketing**. You agree that no territory is exclusively assigned to You and that We may withdraw from any territory. You also agree that We can change, modify or discontinue any policy or rider. In addition, You agree that policyholders are considered Our policyholders and We reserve all rights regarding control, service and distribution of the policyholders.
- **5. Privacy.** You agree that all nonpublic personal financial information, nonpublic personal health information and credit card cardholder data 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 affiliates, 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 or data except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. You acknowledge that You are responsible for the security of all such information and data. This provision survives termination of this Agreement.
- **6. Legal Proceedings**. 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 within 24 hours after receipt. You will be liable to Us for any loss or expense We incur resulting from Your failure to comply with this requirement. 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 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 unless You obtained the prior written consent of the insurance regulatory official possessing regulatory authority over You. You agree to notify Us immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your producers or Employees and of any felony conviction(s) of You, Your producers or Employees. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
- **7. Records**. We shall have the right, but not the obligation, at all reasonable times to inspect Your papers, documents and records, wherever located, which relate to Our business. All papers, documents and records of any sort relating to applications for insurance, existing policies, claims for benefits or inquiries from regulatory authorities must be promptly submitted to Us. All rate books, supplies, computer software and any other indicia of agency must be returned to Us upon demand.
- **8.** Collection of Premiums. You may not collect any money on Our behalf except for the initial premium. You agree to be responsible for and to remit promptly, or within the time required by Your state, to Us, all monies collected and to hold all monies in trust for Us, not subject to any offset by You and not to be commingled with your personal funds.



Compensation

- 9. Compensation. If you have an arrangement with your Managing Producer to compensate you directly, You acknowledge that you have no right to commissions from Us for any sales You produce for Us. If You do not have such an arrangement or if We permit you to solicit applications after termination of Your arrangement for compensation direct from Your Managing Producer, You are entitled to compensation in accordance with the Commission Schedules(s) provided to You on business written by You or Your producers. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedule(s) at any time for policies written thereafter.
- 10. Unearned Compensation. If you receive commissions from Us, You agree that commissions are subject to chargebacks as set out in the Commission Schedule(s). In addition, if We return premium at any time for any reason, You agree that You are not entitled to commissions based on those premiums and any such commissions paid to You are a debt due Us. You agree that We have the right to establish a commission reserve account in Your name at any time and use any amount in Your commission reserve account to offset any indebtedness You owe to NGL. We have the right to change the amount required and the terms of Your reserve account at any time. This provision survives termination of this Agreement.
- 11. Vesting Of Commissions. If you receive commissions from Us, You agree that, if this Agreement terminates for any reason, first year commissions are 100% vested, subject to the following provisions, which survive termination of this Agreement:
 - a. Any time Your total compensation from Us during a calendar year is less than \$1,000, We may, at Our option, pay You a single lump sum equal to 100% of that year's compensation as full payment in lieu of future vested commissions.
 - b. In the event of Your death, compensation payable to You under this Agreement will be paid to Your assigns, if any, otherwise to Your surviving spouse and to Your surviving spouse's estate thereafter. If You die leaving no assigns or spouse, such compensation will be paid to Your estate.
 - c. Unless all debts are fully repaid by You within sixty (60) days from the date such debts are due, we may immediately terminate Your rights to any unpaid, vested commissions.
 - d. If You are terminated for cause or shall fail to conform to the terms and conditions of this Agreement or any other agreement with Us, We may immediately terminate Your rights to any unpaid vested commissions.
- 12. Indebtedness. Any indebtedness or debt of Yours or Your Producers to Us shall be a first lien against any monies payable hereunder or from any other source and may be deducted from such monies at any time. This provision survives termination of this Agreement. All such indebtedness shall be payable on demand with any applicable collection costs and interest thereon and thereafter at the then current prime rate plus 5%. Your Producers include all individuals or entities that generate commissions for you.

Limits Of Authority, Termination and Other Provisions

- 13. Limits of Authority. You agree that this Agreement does not give You the authority to:
 - a. Make, alter or discharge a contract for Us, set special rates, waive policy provisions, guarantee dividends, bind Us in any way, make any endorsement to any policy We have issued or extend the time for payment of premiums.
 - b. Publish or distribute advertising relating to Us and Our products unless it has been approved in writing by Us in advance.
 - c. Assign or transfer any right or interest in this Agreement without obtaining Our written consent in advance.
 - d. Waive a complete answer to any question in the application, pass on insurability or accept any underwriting information on Our behalf unless it is specifically entered in Our application forms.
 - e. Solicit applications in any state or for any products for which You are not duly licensed and appointed.
 - f. Collect the initial premium or deliver any policy not paid for unless the named Insured is at the time of delivery in insurable condition.
- **14. Termination**. This Agreement may be ended by either party at any time without cause upon advance written notice to the other party. The notice shall be the greater of ten (10) days or the time required by Your state of domicile. This Agreement shall be terminable for cause immediately by written notice to the other party. Cause includes, but shall not be limited to, misrepresentation by You of any information in this Agreement or failure to comply with Our Company Rules, applicable Laws or Regulations.
- **15.** 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 replaces all agreements, written or oral, between You and Us relating to the same or similar subject matter. 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.
- **16. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the choice of law rules of Wisconsin. You hereby submit to the jurisdiction of courts located within the State of Wisconsin and any other state in which a Managing Producer who is financially responsible to Us for Your indebtedness is located.



Demographic Data: Provide Producer Number & tax earnings (if applicable) to:	☐ Individual ((default)	Entity 🗖 🛚	Both
Name				
Gender □ Male □ Female Social Security Number _			Date of	Birth
Agency Name (Required if contracting entity)				
Tax ID Number (Required if contracting entity)				
Business Address				
City	State		Zip	
Resident Address				
City			Zip	
(Please check the primary phone number you wish to be reac	ched at)			
☐ Business Phone	☐ Cell Phone			
☐ Fax Number				
Email				
Background: (Please explain, including dates, any "yes" a	nswers on a sep	parate sheet)		
Complaint filed against you with an Insurance Department: Filed Bankruptcy: Judgment in last seven years: Felony conviction or violation of 18 U.S.C. § 1033: Been bonded and had a claim against a bond due to your action Applied for a bond and been refused: Had a license refused/suspended/revoked, currently restricted Indebted to any Insurance Company/Agency/Manager:		igation:	Yes State? _ Yes Yes Yes Yes Yes Yes Yes	☐ No
Direct Deposit: Please complete the information below or a complete the complete the information below or a complete the	check will be ma	ailed bi-weekly	(if applicable))
Bank Name			_ Che	ecking Savings
(Attach a voided check, No deposit slips ple	ease)			
Commission payment frequency (Default is bi-weekly):	Daily \text{W}	eekly	Bi-Weekly	☐ Monthly
Routing # (lower left hand corner of check)				
Account # (lower middle of check)				
Reserve Account Authorization: As a condition of Your representation of NGL, You authorize Agreement by placing the following percentages of Your con Single Pay	nmission into a I	Reserve Accoun	t.	ucer codes covered by this
The percentages indicated above will be held until the <i>maximum amount</i> of \$				
Your Reserve Account may be used to offset commission chargebacks, returns of premium or other unrecovered advances made to You or any of Your Producers for any company of the NGL Insurance Group. NGL may continue to hold Your Reserve Account during any chargeback period (normally thirteen months) after termination of Your Agreement. After expiration of the chargeback period, any funds remaining in Your Reserve Account will become earned and will be paid to You.				



General Authorization and Release:

I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information, about me personally and/or my entity (if applicable), from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in a writing delivered to an officer of NGL.

Fair Credit Reporting Act Consumer Disclosure:

Obtaining a "Consumer Report" National Guardian Life Insurance Company (NGL), 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 on 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 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 individual 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.

Authorization to Obtain Consumer Reports:

Further, by signing below, I hereby voluntarily authorize NGL to obtain "consumer reports" about me from a "consumer reporting agency," as those terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq., and to consider the "consumer reports" when making decisions for any producer status purpose with NGL. I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed in the separate disclosure statement provided to me. I hereby authorize NGL to obtain such reports. I also hereby acknowledge receipt of the Fair Credit Reporting Act Consumer Disclosure.

Signature of Producer	Date
Commission Schedule(s), if any, of Producer (Please submit a copy):	
Printed Name of Managing Producer:	
Managing Producer Number:	
Acknowledged by Managing Producer:	Date
Accepted by NGL:	Date:





Assignment of Commissions

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191 Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

1.	I,					
2.	The Producer further directs the Company to report to the Recipient all commission income hereby assigned, and acknowledges that the Company has made no representations as to the tax treatment of such assigned commissions.					
3.	This assignment is subject to the right of the Company to offset against any such commission payable any indebtedness of the Producer to the Company existing or hereafter incurred.					
4.	This assignment shall continue in effect until such time as no further commissions are due and payable to the Producer from the Company on the subject business, or until the Company receives written notice from the Recipient that this assignment has been terminated.					
Sig	nature of Producer: Date:					
	nature of Recipient: Date:					
Re	cipient Data:					
	rial Security or Tax ID: Business Phone:					
	siness Address:					
	y: State: Zip:					
•	·					
Dir	ect Deposit: Please complete the information below or a check will be mailed bi-weekly.					
	nk Name: □ Checking □ Savings					
	(Attach a voided check. No deposit slips please.)					
Coı	nmission payment frequency (Default is bi-weekly): \square Daily \square Weekly \square Bi-Weekly \square Monthly					
Roi	ating # (Lower left hand corner of check):					
Aco	count # (Lower middle of check):					
Aco	cepted by NGL: Date:					