



## **AGENT CONTRACTING CHECKLIST**

1. Complete all portions of Agent Contract and Agent Agreement that apply (if any questions are answered 'yes', please provide a written explanation to help speed up your contract through the process)
2. Direct Deposit Information must be completed and a VOIDED CHECK must be attached
3. Include current State License(s)

If faxing or emailing your contract, **please return the pages that you actually filled in and signed plus the commission schedule(s).**

### ***Return completed contracts to:***

**Complete Solutions, Inc.**

**75 N. Dixie Drive**

**Vandalia, Ohio 45377**

*OR*

**Fax to 937.898.3048**

*OR*

**Email Barb at [barbw@csi-411.com](mailto:barbw@csi-411.com)**

If you have any questions, please call us at 1.866.866.7951



## **Contracting Checklist**

- ◇ **Agent/ Agency Online Application** All contracting is to be submitted to **your upline**. Use your legal name as it appears on your resident License for submitting all applications. This is important for the background check.
  
- ◇ **EFT/ Direct Deposit** Need a copy of a voided check for all contracts & verification purposes for EFT drafts for appointment fees.
  
- ◇ **Insurance Licenses** Need a copy of all licenses in the states you are going to write business in.
  
- ◇ **Appointment Fees** All appointment fees will be processed by EFT. No agent will be appointed in Arkansas or South Carolina until they write a piece of business.
  
- ◇ **E & O Insurance** Not required.
  
- ◇ **Anti-Money Laundering** Not required.

## Step 1: Personal Information

Upline Number _____		<b>Assign to Complete Solutions</b>
First Name _____	Last Name _____	
Social Security Number _____	Taxpayer ID _____	
Date of Birth _____	Preferred Name _____	
Spouse Name _____		

## Step 2: Contact Information

Agency Name (if any) _____		
Mailing Address _____		
Address Line 2 _____		
City _____	State _____	Zip _____
<input type="checkbox"/> Same as Above      Type: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential		
Shipping Address _____		
Address Line 2 _____		
City _____	State _____	Zip _____
<input type="checkbox"/> Same as Above		
Home Address _____		
Address Line 2 _____		
City _____	State _____	Zip _____

## Step 3: Additional Contact Information - At least one phone number and email address required.

Business Phone _____	Home Phone _____
Mobile Phone _____	Fax Number _____
Email 1 _____	
Email 2 _____	

**Step 4: Commissions EFT Enrollment****EFT is required to become appointed.**

Name as it Appears on Account \_\_\_\_\_

Account Number \_\_\_\_\_

Routing Number \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Type:       Savings       Checking**EFT Terms of Service**

I, \_\_\_\_\_, hereby authorize Heartland National Life to initiate credit entries to my bank account. I understand that this authorization will allow Heartland National Life to debit the above account if funds are credited erroneously to this account. This authority is to remain in effect until revoked by me in writing and until Heartland National Life actually receives such notice of termination. All commission accounts within Heartland National Life will be included in this request unless specified otherwise.

**To agree to the above EFT Terms of Service, sign your full name below and check the box.**

\_\_\_\_\_  I agree to the EFT Terms of Service

**Step 5: W-9 Form Information**

Name as Shown on Your Income Tax Return \_\_\_\_\_

Business Name, if Different From Above \_\_\_\_\_

Check Appropriate Box:       Individual/Sole Proprietor       Corporation       Partnership Limited Liability Company - Enter Tax Classification (D=Disregarded Entity, C=Corporation, P=Partnership) \_\_\_\_\_ Exempt Payee       Other \_\_\_\_\_Address (Number, Street, and Apt. or Suite No.)  
\_\_\_\_\_City, State, and Zip Code  
\_\_\_\_\_List Account Number(s) Here (Optional)  
\_\_\_\_\_**Part I - Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate blank. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions. For other entities, it is your employer identification number (EIN). Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security Number \_\_\_\_\_ **OR** Employer Identification Number \_\_\_\_\_

### Step 6: General Information

Select the products you are interested in selling:

- Medicare Supplement
- Cash Supplement
- Cancer Plan

Select the states in which you are licensed and wish to be appointed:

- |  |  |
|--|--|
| <input type="checkbox"/> Arkansas (\$0.00)   | <input type="checkbox"/> Mississippi (\$25.00)   |
| <input type="checkbox"/> Illinois (\$0.00)   | <input type="checkbox"/> Missouri (\$0.00)       |
| <input type="checkbox"/> Indiana (\$0.00)    | <input type="checkbox"/> Oklahoma (\$55.00)      |
| <input type="checkbox"/> Kansas (\$5.00)     | <input type="checkbox"/> South Carolina (\$0.00) |
| <input type="checkbox"/> Louisiana (\$20.00) | <input type="checkbox"/> Texas (\$10.00)         |

How did you hear about Heartland? \_\_\_\_\_

Please explain: \_\_\_\_\_

### License Information

State	Type	License #	Expiration Date (mm/dd/yyyy)
AR	_____	_____	_____
IL	_____	_____	_____
IN	_____	_____	_____
KS	_____	_____	_____
LA	_____	_____	_____
MS	_____	_____	_____
MO	_____	_____	_____
OK	_____	_____	_____
SC	_____	_____	_____
TX	_____	_____	_____

### Step 7: Questions

1. Have you ever had your insurance suspended or revoked? .....  Yes  No
  2. Have you ever had disciplinary action taken against you by an insurance department? .....  Yes  No
- Please explain. Any documents supporting explanation should be faxed to 816-655-5075, attn: Dolly Gatton.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever been refused E&O coverage? .....  Yes  No
4. Has an E&O company paid a claim for you? .....  Yes  No
5. Have you declared bankruptcy in the last seven years? .....  Yes  No

6. Have you been convicted of any felony or misdemeanor which involved the sale of insurance or which arose out of your business practices? .....  Yes  No
7. Are you a party in any litigation connected with the insurance business, or, are there any unsatisfied judgments outstanding against you arising out of the insurance business? .....  Yes  No
8. Do you have any unpaid debts with other insurers? .....  Yes  No
- Please explain. Any documents supporting explanation should be faxed to 816-655-5075, attn: Dolly Gatton.

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### Step 8: Acknowledgement

I, \_\_\_\_\_, understand that as part of the Company's procedures for processing my application or evaluating me for contract and licensing purposes, an investigative report can be made where information can be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom I'm acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. I have the right to make a written request within a reasonable period for a complete disclosure of information concerning the nature and scope of the investigation. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company's investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

The Company may also request a consumer credit report for contract and licensing purposes from a consumer credit reporting agency. If I wish the credit reporting agency to send me a free copy of both this consumer credit report and any investigative report sent to the Company, I have checked the following box:

I understand that this application will form a part of my contract with Heartland National Life and the information is accurate and true to the best of my knowledge. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination of my contract at the sole discretion of the Company. **New business applications may not be written until you have received notification that your contract has been approved and, if by law, your appointment is registered with the state insurance department.**

**To acknowledge, sign your full name below and check the box.**

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I agree

### Step 9: Background Investigation Consent

This will be this agent's first appointment in \_\_\_\_\_ .

I, \_\_\_\_\_ , hereby authorize Heartland National Life and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal or police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for contracting now and, if applicable, during the tenure of my appointment with Heartland National Life.

I release Heartland National Life and/or its agents and any persons or entity, which provides information pursuant to this authorization form, any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

As part of the background investigation referenced above, I understand that Heartland National Life utilizes the services of Debit-Check.com to investigate if a debit balance exists with any other insurance company with whom I have or have had a contract and/or appointment. I understand the information compiled by Debit-Check.com comes from companies that subscribe to their service, and those companies are solely responsible for the accuracy of the information provided. I further understand that data supplied to Debit-Check.com is added or deleted on an ongoing basis and is accurate only as of the specific date and time processed. In association with the background investigation referenced above, I hereby authorize Heartland National Life to proceed with a Debit-Check.com search.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge.

**To give consent, sign your full name below and check the box.**

\_\_\_\_\_  I consent

### Step 10: Appointment Fees

State	Appointment Type	Amount
Application Fee		\$20.00
<b>Total:</b>		

The total amount of \_\_\_\_\_ will be electronically transferred from your checking account ending in \_\_\_\_\_ at \_\_\_\_\_ as a one time payment for appointment fees.

Upon appointment, I, \_\_\_\_\_ , hereby authorize Heartland to debit the above account as a one time payment of appointment fees in the amount of \_\_\_\_\_.

**To authorize, sign your full name below and check the box.**

\_\_\_\_\_  I Agree

## Step 11: Contract Agreement

### Agent Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Heartland National Life Insurance Company of Blue Springs, Missouri, called "the Company", and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, called, the "Agent", as an independent contractor.  
CITY STATE NAME

The word "policy" or "policies" in this Agreement means those insurance contracts that, at the Company's discretion, are authorized in writing for sale by or through the Agent.

**Jurisdiction** The Agent is contracted and appointed for the purpose of soliciting and transacting the business of insurance, under the provisions of this Agreement, on a non-exclusive basis.

**Authority** Nothing in this Agreement shall be construed to create the relationship of employer-employee between the Company and the Agent. The Agent may exercise independent judgment as to the time, place and manner in which business is performed under this Agreement. The Company may issue directives or bulletins respecting the conduct of business, but will not interfere with freedom of action of the Agent.

**Limitation of Authority** The Agent has no authority to obligate the Company in any manner outside the authority granted in this Agreement. The Agent has no authority to alter, modify, waive or change any of the rates, terms or conditions of the Company's insurance policies. The Agent is limited to collect only initial first year premium on any policy forms, except by written consent from the Company. If such consent is given, commission compensation on advanced premiums shall be paid on an earned premium basis only.

The Company has the right to reject applications for insurance without specifying a reason. The Company has the right to withdraw any policy form from any State. This provision does not alter the relationship of the parties as provided in the "Authority" Section of this Agreement.

**Compensation** The Company allows the Agent, subject to the conditions of this Agreement, as compensation for all services performed and expenses incurred, first year commission compensation and renewal commission compensation on premiums paid to the Company on policies sold by the Agent upon applications bearing the name of the Agent. First year and renewal commission compensation will be paid at rates disclosed in any schedule attached to and made a part of this Agreement.

**Life Insurance Compensation** The Company will pay a first year and subsequent renewal commission compensation for premiums collected for Life Insurance policies as set forth on schedules attached to and made a part of this Agreement. Commission compensation shall not be paid on premiums waived or commuted by reason of death, disability, or the exercise of the policy benefits or options, including nonforfeiture provisions.

**Accident and Health Insurance Compensation** The Company will pay first year and subsequent renewal commission compensation for premiums collected for Accident and Health Insurance policies as set forth on schedules attached to and made part of this Agreement.

**Vesting of Compensation**

The Agent has an immediate vested interest in renewal commission compensation payable under this Agreement.

**Compensation to Surviving Spouse**

In the event of the Agent's death, compensation payable and not subject to offset under this Agreement will be paid either to the Agent's spouse, if living, to the estate of the Agent, or as designated in writing by the Agent.

**Compensation Among Agents**

If the Agent and any General Agent or Agent of the Company jointly secure an application for the Company, the commission compensation for that business shall be divided proportionally as rights appear in their respective agreements with the Company, or as agreed between the parties.

**Compensation for Conversion Policies**

Commission compensation payable for conversion of one policy form to another is not covered by this Agreement and may be quoted by the Company on applications received by the Company, or as established in writing by the Company.

**Premium Collection and Remittance**

All funds received by the Agent on behalf of the Company are the property of the Company and shall be forwarded immediately to the Company. Personal use of the Company funds is not permitted. Company funds may not be held in or transferred through personal accounts of any kind.

**Assignment of Compensation**

No assignment of commissions payable under this Agreement is valid or binding without the prior written consent of the Company. All renewal commission compensation payable to the Agent shall be paid to the Agent unless assigned by the Agent with the written consent of the Company.

If the Agent assigns compensation under this Agreement and litigation ensues which names the Company as a party defendant, the Agent shall hold the Company harmless and reimburse the Company for attorney's fees incurred by the Company in defense of such litigation.

**Offsets or Debits**

The Agent shall repay to the Company, upon demand, all commission compensation received, or premiums collected, or evidence of indebtedness representing the same, taken on applications procured by the Agent on policies not issued by the Company, declined by the applicant, or cancelled or rescinded by the Company. The Company may offset against the Agent's compensation any advances and interest thereon, or debts and interest thereon, which are due or may become due to the Company from the Agent under this or any prior Agreement, or any note or obligation. Such offset right shall be a first lien prior to any other claim against compensation due the Agent under this or any prior Agreement.

**Conditions for Nonpayment of Compensation**

Renewal commission compensation will be paid to the Agent except:

- If this Agreement is terminated by the Company for conversion of Company funds, fraud or theft caused by the Agent;
- If the Agent for any reasons, directly or indirectly, induces any policyowner to relinquish or terminate any policy with the Company;
- If the Agent for any reasons, directly or indirectly, induces any General Agent or Agent contracted and appointed with the Company to terminate their association with the Company;

- If the Agent submits checks or drafts to the Company which are dishonored or are otherwise nonnegotiable due to insufficient funds;
- If the Agent has their insurance license suspended or revoked, or has any regulatory disciplinary action taken upon a finding that the Agent engaged in a deceptive act or business practice under state or federal law; or
- If the Agent provides any false or fraudulent information on the application for this Agreement.

In the event that the Agent violates any of these provisions, all commission compensation and other compensation that might otherwise be due and payable to the Agent will become non-payable at the option of the Company and upon written notice to the Agent, in addition to any other legal remedies available to the Company.

In the event the renewal commission compensation payable to Agent falls below a total of \$600 for any six (6) consecutive month period, it will be the option of the Company, in its sole discretion, to make renewal commission compensation non-payable to the Agent.

**Effect of Termination**

On termination of this Agreement, commission compensation shall not be paid on policies reinstated 61 days or more after the due date of any unpaid premium unless the application for Reinstatement is secured solely by the Agent or authorized representatives of the Agent.

**Statement of Account**

Each month the Company will furnish, without charge to the Agent, a statement of account of the Agent showing Business done by the Agent for the preceding month. In the event of a dispute pertaining to compensation payable to the Agent under this Agreement, the Agent agrees to hold the Company harmless in all matters of litigation and settlement, including attorney fees and costs.

**Ultimate Responsibility**

The Agent is responsible to the Company for any indebtedness to the Company created by the Agent. Such indebtedness is a lien against the Agent's compensation, subject to offset by the Company, and the Company may charge interest, at a rate to be determined by the Company, on indebtedness which remains unpaid after 30 days.

**Company Directives**

The Agent shall conform to directives or bulletins issued by the Company.

**Advertising**

Any form of advertising, as defined by insurance law or regulation, must be approved by the Company prior to use. Advertising used without approval will be grounds for termination of this Agreement.

**Bond**

Upon request of the Company, the Agent shall provide an indemnity bond.

**Amendments or Modifications**

Upon mutual consent, any provision of this Agreement may be amended. Consent shall not be required when provisions of this Agreement are required to be modified or amended under State or Federal law or regulation. The Company shall not be bound by any promise, agreement, understanding or representation unless in writing and signed by an officer of the Company with such authority.

**Termination** This Agreement may be terminated by either party by written notice mailed to the other party's last known address. In case of termination of this Agreement, the Company shall not be held liable for damages by reason of said termination.

**Prior Agreements** This Agreement supersedes all prior Agreements relating to solicitation of insurance between the parties.

**Construction and Interpretation** The parties agree this Agreement shall be construed and interpreted concerning its validity, performance interpretation or effect under the laws of the State of Missouri.

**Compliance** Forbearance or neglect on the part of the Company to insist upon compliance by the Agent with any provision of this Agreement or the directives or bulletins of the Company shall not constitute a waiver of compliance.

**Severability** If any provision of this Agreement violates any statute, law or regulation such provision shall be inoperative to the extent of the violation with the remainder of this Agreement remaining effective and enforceable.

**HIPAA Business Associate Agreement ("HIPAA Addendum")** The parties agree that the attached HIPAA Addendum is incorporated into and becomes a part of this Agreement. Notwithstanding anything herein to the contrary, Company may unilaterally amend the HIPAA Addendum at its discretion to comply with regulatory or other requirements and will thereafter distribute a revised HIPAA Addendum to the Agent with an effective date for the revision.

**Binding Arbitration** Any controversy of claim arising out of relating to this Agreement, or to the breach thereof, shall be settled by binding arbitration in accord with the rules of the American Arbitration Association. The parties shall select three (3) neutral arbitrators in Jackson County, Missouri and submit their claims to said panel. A judgment upon the award rendered by the arbitration panel shall be entered in any court in Jackson County, Missouri having jurisdiction to enter said judgment.

"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES."

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date stated herein.

HEARTLAND NATIONAL  
LIFE INSURANCE COMPANY

\_\_\_\_\_  
Agent Signature Date

by: \_\_\_\_\_  
Authorized Company Officer

\_\_\_\_\_  
Recruiting Agent Signature Date

by: \_\_\_\_\_  
Authorized Agency Representative

# AGENT CONTRACT AGREEMENT





## **Contracting Checklist**

- ◇ **Agent/ Agency Online Application** All contracting is to be submitted **online only**. Use your legal name as it appears on your resident License for submitting all applications. This is important for the background check.
  
- ◇ **EFT/ Direct Deposit** Need a copy of a voided check for all contracts & verification purposes for EFT drafts for appointment fees.
  
- ◇ **Insurance Licenses** Need a copy of all licenses in the states you are going to write business in.
  
- ◇ **Appointment Fees** All appointment fees will be processed by EFT. No agent will be appointed in Arkansas or South Carolina until they write a piece of business.
  
- ◇ **E & O Insurance** Not required.
  
- ◇ **Anti-Money Laundering** Not required.

**AGENT AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, [Leave blank. "Effective Date" to be assigned by the Company.] between Heartland National Life Insurance Company of Blue Springs, Missouri, called "the Company", and \_\_\_\_\_ of \_\_\_\_\_, d/b/a \_\_\_\_\_ called, the "Agent", as an independent contractor.

The word "policy" or "policies" in this Agreement means those insurance contracts that, at the Company's discretion, are authorized in writing for sale by or through the Agent.

- Jurisdiction** The Agent is contracted and appointed for the purpose of soliciting and transacting the business of insurance, under the provisions of this Agreement, on a non-exclusive basis.
- Authority** Nothing in this Agreement shall be construed to create the relationship of employer-employee between the Company and the Agent. The Agent may exercise independent judgment as to the time, place and manner in which business is performed under this Agreement. The Company may issue directives or bulletins respecting the conduct of business, but will not interfere with freedom of action of the Agent.
- Limitation of Authority** The Agent has no authority to obligate the Company in any manner outside the authority granted in this Agreement. The Agent has no authority to alter, modify, waive or change any of the rates, terms or conditions of the Company's insurance policies. The Agent is limited to collect only initial first year premium on any policy forms, except by written consent from the Company. If such consent is given, commission compensation on advanced premiums shall be paid on an earned premium basis only.
- The Company has the right to reject applications for insurance without specifying a reason. The Company has the right to withdraw any policy form from any State. This provision does not alter the relationship of the parties as provided in the "Authority" Section of this Agreement.
- Compensation** The Company allows the Agent, subject to the conditions of this Agreement, as compensation for all services performed and expenses incurred, first year commission compensation and renewal commission compensation on premiums paid to the Company on policies sold by the Agent upon applications bearing the name of the Agent. First year and renewal commission compensation will be paid at rates disclosed in any schedule attached to and made a part of this Agreement.
- Life Insurance Compensation** The Company will pay a first year and subsequent renewal commission compensation for premiums collected for Life Insurance policies as set forth on schedules attached to and made a part of this Agreement. Commission compensation shall not be paid on premiums waived or commuted by reason of death, disability, or the exercise of the policy benefits or options, including nonforfeiture provisions.
- Accident and Health Insurance Compensation** The Company will pay first year and subsequent renewal commission compensation for premiums collected for Accident and Health Insurance policies as set forth on schedules attached to and made part of this Agreement.
- Vesting of Compensation** The Agent has an immediate vested interest in renewal commission compensation payable under this Agreement.

<b>Compensation to Surviving Spouse</b>	In the event of the Agent's death, compensation payable and not subject to offset under this Agreement will be paid either to the Agent's spouse, if living, to the estate of the Agent, or as designated in writing by the Agent.
<b>Compensation Among Agents</b>	If the Agent and any General Agent or Agent of the Company jointly secure an application for the Company, the commission compensation for that business shall be divided proportionally as rights appear in their respective agreements with the Company, or as agreed between the parties.
<b>Compensation for Conversion Policies</b>	Commission compensation payable for conversion of one policy form to another is not covered by this Agreement and may be quoted by the Company on applications received by the Company, or as established in writing by the Company.
<b>Premium Collection and Remittance</b>	All funds received by the Agent on behalf of the Company are the property of the Company and shall be forwarded immediately to the Company. Personal use of Company funds is not permitted. Company funds may not be held in or transferred through personal accounts of any kind.
<b>Assignment of Compensation</b>	<p>No assignment of commissions payable under this Agreement is valid or binding without the prior written consent of the Company. All renewal commission compensation payable to the Agent shall be paid to the Agent unless assigned by the Agent with the written consent of the Company.</p> <p>If the Agent assigns compensation under this Agreement and litigation ensues which names the Company as a party defendant, the Agent shall hold the Company harmless and reimburse the Company for attorneys fees incurred by the Company in defense of such litigation.</p>
<b>Offsets or Debits</b>	The Agent shall repay to the Company, upon demand, all commission compensation received, or premiums collected, or evidence of indebtedness representing the same, taken on applications procured by the Agent on policies not issued by the Company, declined by the applicant, or cancelled or rescinded by the Company. The Company may offset against the Agent's compensation any advances and interest thereon, or debts and interest thereon, which are due or may become due to the Company from the Agent under this or any prior Agreement, or any note or obligation. Such offset right shall be a first lien prior to any other claim against compensation due the Agent under this or any prior Agreement.
<b>Conditions for Nonpayment of Compensation</b>	<p>Renewal commission compensation will be paid to the Agent except:</p> <ul style="list-style-type: none"><li>• If this Agreement is terminated by the Company for conversion of Company funds, fraud or theft caused by the Agent;</li><li>• If the Agent for any reasons, directly or indirectly, induces any policyowner to relinquish or terminate any policy with the Company;</li><li>• If the Agent for any reasons, directly or indirectly, induces any General Agent or Agent contracted and appointed with the Company to terminate their association with the Company;</li><li>• If the Agent submits checks or drafts to the Company which are dishonored or are otherwise nonnegotiable due to insufficient funds;</li></ul>

- If the Agent has their insurance license suspended or revoked, or has any regulatory disciplinary action taken upon a finding that the Agent engaged in a deceptive act or business practice under state or federal law; or
- If the Agent provides any false or fraudulent information on the application for this Agreement.

In the event that the Agent violates any of these provisions, all commission compensation and other compensation that might otherwise be due and payable to the Agent will become non-payable at the option of the Company and upon written notice to the Agent, in addition to any other legal remedies available to the Company.

In the event the renewal commission compensation payable to Agent falls below a total of \$600 for any six (6) consecutive month period, it will be the option of the Company, in its sole discretion, to make renewal commission compensation nonpayable to the Agent.

<b>Effect of Termination</b>	On termination of this Agreement, commission compensation shall not be paid on policies reinstated 61 days or more after the due date of any unpaid premium unless the application for Reinstatement is secured solely by the Agent or authorized representatives of the Agent.
<b>Statement of Account</b>	Each month the Company will furnish, without charge to the Agent, a statement of account of the Agent showing business done by the Agent for the preceding month. In the event of a dispute pertaining to compensation payable to the Agent under this Agreement, the Agent agrees to hold the Company harmless in all matters of litigation and settlement, including attorney fees and costs.
<b>Ultimate Responsibility</b>	The Agent is responsible to the Company for any indebtedness to the Company created by the Agent. Such indebtedness is a lien against the Agent's compensation, subject to offset by the Company, and the Company may charge interest, at a rate to be determined by the Company, on indebtedness which remains unpaid after 30 days.
<b>Company Directives</b>	The Agent shall conform to directives or bulletins issued by the Company.
<b>Advertising</b>	Any form of advertising, as defined by insurance law or regulation, must be approved by the Company prior to use. Advertising used without approval will be grounds for termination of this Agreement.
<b>Bond</b>	Upon request of the Company, the Agent shall provide an indemnity bond.
<b>Amendments or Modifications</b>	Upon mutual consent, any provision of this Agreement may be amended. Consent shall not be required when provisions of this Agreement are required to be modified or amended under State or Federal law or regulation. The Company shall not be bound by any promise, agreement, understanding or representation unless in writing and signed by an officer of the Company with such authority.
<b>Termination</b>	This Agreement may be terminated by either party by written notice mailed to the other party's last known address. In case of termination of this Agreement, the Company shall not be held liable for damages by reason of said termination.

**Prior Agreements** This Agreement supersedes all prior Agreements relating to solicitation of insurance between the parties.

**Construction and Interpretation** The parties agree this Agreement shall be construed and interpreted concerning its validity, performance Interpretation or effect under the laws of the State of Missouri.

**Compliance** Forbearance or neglect on the part of the Company to insist upon compliance by the Agent with any provision of this Agreement or the directives or bulletins of the Company shall not constitute a waiver of compliance.

**Severability** If any provision of this Agreement violates any statute, law or regulation such provision shall be inoperative to the extent of the violation with the remainder of this Agreement remaining effective and enforceable.

**HIPAA Business Associate Agreement ("HIPAA Addendum")** The parties agree that the attached HIPAA Addendum is incorporated into and becomes a part of this Agreement. Notwithstanding anything herein to the contrary, Company may unilaterally amend the HIPAA Addendum at its discretion to comply with regulatory or other requirements and will thereafter distribute a revised HIPAA Addendum to the Agent with an effective date for the revision.

**Binding Arbitration** Any controversy or claim arising out of relating to this Agreement, or to the breach thereof, shall be settled by binding arbitration in accord with the rules of the American Arbitration Association. The parties shall select three (3) neutral arbitrators in Jackson County, Missouri and submit their claims to said panel. A judgment upon the award rendered by the arbitration panel shall be entered in any court in Jackson Country, Missouri having jurisdiction to enter said judgment.

**“THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.”**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date stated herein.

**HEARTLAND NATIONAL LIFE INSURANCE COMPANY**

\_\_\_\_\_  
**Agent Signature**

by: \_\_\_\_\_  
Authorized Company Officer

\_\_\_\_\_  
**Recruiting Agent Signature**

by: \_\_\_\_\_  
Authorized Agency Representative

**BACKGROUND INVESTIGATION CONSENT**

I, \_\_\_\_\_, hereby authorize Heartland National Life Insurance Company and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal or police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for contracting now and, if applicable, during the tenure of my appointment with Heartland National Life Insurance Company.

I release Heartland National Life Insurance Company and/or its agents and any persons or entity, which provides information pursuant to this authorization form, any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

As part of the background investigation referenced above I understand that Heartland National Life Insurance Company utilizes the services of Debit-Check.com to investigate if a debit balance exists with any other insurance company with whom I have or have had a contract and/or appointment. I understand the information compiled by Debit-Check.com comes from companies that subscribe to their service, and those companies are solely responsible for the accuracy of the information provided. I further understand that data supplied to Debit-Check.com is added or deleted on an ongoing basis and is accurate only as of the specific date and time processed. In association with the background investigation referenced above I hereby authorize Heartland National Life Insurance Company to proceed with a Debit-Check.com search.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge:

\_\_\_\_\_  
**Agent Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
**Social Security Number\***

\_\_\_\_\_  
**Date of Birth\***

\*NOTE: The above information is required for identification purposes only, and is in no manner used as qualifications for employment. Heartland National Life Insurance Company is an Equal Opportunity Employer, and does not discriminate on the basis of Sex, Race, Religion, Age (40 and over), Handicap or National Origin.

**HIPAA Business Associate Agreement (“HIPAA Addendum”)**

Pursuant to established guidelines, Heartland National Life Insurance Company (“Heartland” or “Company”) adheres to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the privacy regulations promulgated under it. The Company has dedicated its resources to ensure compliance as a “covered entity” under HIPAA by designating a Director and Officer of the Company as its Privacy Officer, whose responsibilities range from Company compliance operations to periodic reporting to the Board of Directors; and,

Pursuant to established guidelines, the Company continues to adhere to the requirements of the Gramm-Leach-Bliley Act (GLBA) and the regulations promulgated under it. Customers of the Company receive an annual notice of Heartland’s privacy policy, while new customers are advised of the Company’s privacy policy upon their disclosure of protected information. Both established and new Heartland customers retain the right to either “opt-in” or “opt-out” of Company communications or affiliated product offerings, consistent with state prerequisites. Therefore, in accordance with this Addendum:

WHEREAS, a change in Heartland’s continued policy of protecting the privacy rights of our customers is mandated under federal law, now requiring Heartland to create and maintain a written privacy policy under the guidance of a Privacy Officer;

AND WHEREAS, it is Heartland’s commitment that such a privacy policy be one which is dedicated to preserving each customer’s right of privacy in the non-public personal and protected health information authorized to be collected and used by us;

AND WHEREAS, federal laws, namely HIPAA and GLBA, along with certain state laws, and the regulations adopted to implement those laws, require the formal establishment of a “privacy policy” with safeguards that protect against unauthorized disclosure of protected customer information;

AND WHEREAS, consistent with Heartland’s commitment to the protection of a customer’s, personal, financial and health information within the Company’s possession is the federal mandate that a Business Associate adhere to the established privacy policy of the Company when dealing with Heartland customers;

AND WHEREAS, federal law deems our contracted agents to be Business Associates of Heartland under our privacy policy;

THEREFORE, in consideration of your continued representation of Heartland under your Agreement with the Company, and further as a Business Associate of the Company, IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. As a Business Associate of Heartland you agree to comply with the terms and conditions of the established privacy policy of the Company when dealing with an Heartland customer. For purposes of this Addendum, an “Heartland customer” includes a policyowner, past or present, including an insured spouse of a policyowner, or any person who provides to you that person’s non-public personal or health information protected under state or federal law and which is intended for disclosure to the Company.
2. As a Business Associate of Heartland you agree to protect and safeguard the non-public protected personal and health information of an Heartland customer from unauthorized disclosure to any other person, entity or organization unless authorized by the customer or by law.
3. As a Business Associate of Heartland you agree that any protected personal or health information of an Heartland customer within your possession is prohibited from use by you or any other person, entity or organization, directly or indirectly, for marketing purposes unless so authorized in writing by the cust.
4. A violation by you of this agreement may result in disciplinary action against you, including but not limited to termination of your Agreement to represent Heartland and, at the option of the Company upon written notice to you, making your commission compensation non-payable to you; additionally, you may be subject to federal penalties upon your violation of the Company’s privacy policy.
5. Heartland is not liable in any way for your violation of the Company’s privacy policy, and you agree to hold the Company harmless in any action taken against the Company based upon your violation of Heartland’s privacy policy or HIPAA privacy regulations, including reimbursement to the Company for attorney fees and costs attendant with Heartland’s defense costs.
6. This Addendum is effective with the date of your Agreement and shall be a part of your Agreement with the Company and shall survive and be in effect upon termination of your Agreement.



Heartland National Life Insurance Company • 1600 NE Coronado Drive • Blue Springs • Missouri 64014

**COMMISSION ADVANCE AGREEMENT**

This Commission Advance Agreement ("Advance Agreement") is made and entered into by and between Heartland National Life Insurance Company (Heartland) and \_\_\_\_\_ ["Writing Agent"].

Writing Agent has an Agent Agreement with Heartland for transacting the business of insurance and Heartland is willing to advance the payment of First Year commission compensation on selected policy forms; and, for good and valuable consideration, the parties agree as follows:

Subject to the conditions contained herein, Heartland will advance First Year commission compensation to Writing Agent when Writing Agent has sold and Heartland has issued a policy, provided that the method of payment is either EFT or automated bank draft. Advance commissions will not be paid (a) for other methods of premium payment or (b) on Medicare Supplement policies issued to persons under age of 64 ½. Heartland shall reserve the right to advance on selected policy forms designated by Heartland for the good and valuable consideration thereof.

Advanced commission compensation is an indebtedness of the Writing Agent until the advance balance is fully recovered. Advance balances are recovered as commissions are earned on a policy-by-policy basis. The advance balance of a policy that lapses or is terminated before the advance is fully recovered will be charged back immediately. Repayment of advanced commission compensation shall be with interest accrued at the rate of one and one-tenth percent (1.1%), compounded monthly, on the recurring outstanding balance.

If Heartland cannot recover the advance balance from Writing Agent and such balance exceeds \$50 or more for three (3) consecutive months, Heartland may offset the advance balance against any commission compensation owed to the Upline General Agent. This right of offset against the Upline General Agent shall survive termination of this Advance Agreement.

Either party may terminate this Advance Agreement upon 10 days written notice without terminating the [Writing Agent] Agreement. Upon termination of this Advance Agreement, the outstanding advance balance shall be immediately due and owing by the [Writing Agent].

All terms and conditions of the Agent Agreement shall remain in force and effect, unless specifically modified by this Advance Agreement.

Done this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**Heartland National Life Insurance Company**

By: \_\_\_\_\_  
Authorized Agency Representative

**[Writing Agent]**

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

**[Upline General Agent]**

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