

NIW Preferred Selling Agreement

Document Instructions

Thank you for choosing to become an industry partner with NIW companies. There are a few things that you must do to complete your enrollment with NIW Companies. Please take a few moments to read through these requirements before completing your selling agreement/NDA so we can best service you and make this a simple and streamlined process. For questions and follow up contact your Agency/IMO/FMO or Marketer. **SUBMIT signed document back to your Agency/IMO Contracting Department or Marketer.**

- 1. READ AND COMPLETE** – Complete the NIW Selling Agreement/NDA by reading through its entirety. This is a **15 page** document and there are **(2) LICENSEE signature sections** for you to sign. Include the name of your “AGENCY” case manager with this document. “LICENSEE” is you (**the agent**) and you are requesting access to the NIW suite of products including KAIZEN as well as NIW Companies proprietary intellectual property including the ILIA system. All products and property are covered under this NDA.
- 2. “LICENSEE COMPANY NAME AND ADDRESS”** – This is your personal company name and where your physical office is located. That address may also be used as your notification address or where you want all important documents related to you or your clients to be delivered. **Specify the email for notifications as well as .**
- 3. “AGENCY/IMO COMPANY NAME”** – Your Preferred Agency is who your carrier contracting goes through. It could also be a GA/FMO/BROKER, etc. Please notate type of agencies next to the IMO company name for accuracy in your account. Also verify the correct legal name of your Agency/IMO.
- 4. SUBMISSION** - Submit your completed selling agreement (**all pages in order**) to your Agency/IMO with a copy of your NEVADA non-resident insurance license. Make sure to note in that email or message to your Agency/IMO Contracting or Marketer. **IMPORTANT: Completed and signed agreement should go to your Agency/IMO for submission to NIW.**
- 5. ILIA ACCESS** - Once you have submitted your completed Selling Agreement/NDA to your AGENCY /MARKETER for submission to NIW Companies for approval, your agency **MUST** notify NIW Companies to give you access to ILIA when they submit your completed selling agreement. NIW will process and set up your account with NIW and give you access to ILIA. An invitation email from NOREPLY@MYILIA or MYILIA@NOREPLY will come to your email you submitted on your selling agreement. You will open that email and find your agent custom link for your new agent account. Click on the link and follow the instructions to set up your password and once you have set up your account the new account agent link is voided. To go back to your ILIA account you will **ALWAYS go to myilia.com** for access to your agent account. Contact your Agency/IMO/Marketer once registered with any questions or challenges.
- 6. ILIA TRAINING** – **Once you get your ILIA agent account set up you will watch all your required training videos in ILIA in the ILIA TRAINING tab on the lefthand side of the menu bar inside the ILIA agent portal account screen. There is an entire library of everything and HOW TO'S in ILIA. Watch these videos to set up your account, send client invites, enrollment, processes and timelines.**

NEW INVESTOR WORLD, LLC
NIW COMPANIES, INC

SELLING AGREEMENT
(with Preferred Agent Rider)¹

This Selling Agreement (this “Agreement”), dated effective as of _____ (the “Effective Date”) is made by and between New Investor World, LLC, a Texas limited liability company (“World”), NIW Companies, Inc., a Texas corporation (“Companies,” and together with World, “NIW”) and _____, a(n) _____ [State] _____ [Form of Entity] (“Licensee”).

WHEREAS, NIW is in the business of creating and selling premium finance programs including the Programs (as defined in Section 1 hereafter);

WHEREAS, NIW has relationships and agreements with insurance companies (the “Insurance Companies”) to supply insurance products to facilitate the Programs and has relationships and agreements with financial institutions (the “Institutions”) for the financing of insurance premiums under the Programs;

WHEREAS, Licensee wishes to participate in the selling of the Programs; and

WHEREAS, NIW desires to grant a license to Licensee to participate in the selling of the Programs.

NOW, THEREFORE, the parties agree as follows:

Section 1. License and Personnel Restrictions.

(a) License. NIW hereby grants to Licensee, and Licensee hereby accepts, a non-transferrable, non-sublicensable license (the “License”) to use, participate in, market, and sell the premium finance programs known as NIW Life Strategies, Multigen, Cashstream, Tri-Zen, Kai-Zen and Enhanced Split Dollar, and variations and successor programs thereof (the “Programs”).

(b) Personnel Restrictions. The License is granted to Licensee for use exclusively by its employees who join this Agreement by execution of the Additional Covered Licensee Employee’s Addendum (“Covered Employee Addendum”) attached hereto. All employees of Licensee who will make use of the Programs (other than on a purely clerical support basis) must execute and deliver the Covered Employee Addendum to NIW prior to using the Programs.

(c) Approved Insurance Companies and Institutions Only. Within the Programs, Licensee may sell only products of the approved Insurance Companies to clients wishing to participate in the Programs and may only finance the related insurance premiums supported with the NIW approved illustrations and proposals with the approved Institutions.

(d) Rights. Licensee shall have no rights, powers or authority to use NIW’s Proprietary Information other than as expressly granted in this Selling Agreement, and no other or greater right, power or authority shall be implied by the grant or denial of rights, powers or authority specifically stated herein. During the term of this Agreement, NIW hereby grants Licensee rights to:

¹ Consult the accompanying instructions page for information on how to complete this Agreement.

- (i) Use NIW Proprietary Information to facilitate participation of one or more of Licensee's prospects, clients or agents in the Programs;
- (ii) Personally produce applications, issued by one or more of the Insurance Companies, to be used in the Programs; and
- (iii) Collect information from the client or the client's agent for evaluation by NIW and one or more of the Insurance Companies and/or Institutions in order to evaluate the client's viability for the Programs.

Section 2. Proprietary Information and Confidentiality.

(a) **Proprietary Information.** The combination of the Programs, relationships, contracts, analyses, spread sheets, marketing materials and systems of learning developed by NIW are considered the proprietary information of NIW (the "Proprietary Information"). Licensee shall work with NIW to use the Proprietary Information for their mutual benefit to achieve effective marketing of the Insurance Companies' products, and to make the Programs available to suitable clients who desire to participate in the Programs. The names, trademarks and other branding used with the Programs are also the exclusive property of NIW and may be used by the Licensee only with express permission given in each instance, and as provided in this Agreement.

(b) **Confidentiality.** The Programs and their essential parts and strategies, have been created by NIW with considerable time, effort, and expense, using its developed business relationships with Insurance Companies, Institutions and business contacts. Each is in continuous development and improvement. The Programs, its parts and strategies, how NIW deals with lenders, used in connection with them including trade secrets, are the exclusive property of NIW (the "NIW Strategies"). From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, services (including the NIW Strategies), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information expressly includes the terms of this Agreement, including the Exhibits, as amended from time to time. Each party shall: (i) protect and safeguard the confidentiality of the other party's Confidential Information with at least the same degree of care as the party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; unless such information is required to be disclosed pursuant to court order, applicable law, government or regulatory authority. If this confidentiality obligation is breached by Licensee, NIW shall have the right to terminate this Agreement, to obtain injunctive relief, and/or to obtain damages pursuant to the indemnity obligations of this Agreement. In addition, NIW shall have all other rights and remedies under this Agreement, at law and/or in equity. All rights and remedies shall be cumulative, and the election to pursue one right or remedy shall not preclude the exercise of any other right or remedy.

Section 3. Non-Disclosure. Licensee shall not in any way supply or disclose NIW materials or intellectual property, including the Proprietary Information, to any agent (except those having signed the NIW Selling Agreement), insurance company, lender, current or prospective competitive premium finance sponsor, or except as expressly permitted hereunder, to any individual client or prospective individual client. NIW will not disclose any client financial or other information to any individual or other entity other than that information required by lenders or insurance companies to execute their responsibilities relating to the joint premium financing effort.

Section 4. Licensee Obligations and Covenants. Licensee hereby agrees and covenants to the obligations as follows:

(a) **Expenses.** Licensee is responsible for all expenses incurred by Licensee in the performance of this Agreement. Licensee specifically does not have the right to incur any expense or obligation whatsoever in the name of NIW or for or on behalf of NIW, without specific written authority from NIW.

(b) **Compliance.** Licensee agrees to comply with the following items:

(i) Licensee agrees to ensure that Licensee and his or her employees, who are involved in the marketing or any other part of the Programs, are licensed as required by any applicable state or federal law or regulation, contracted by one or more of the Insurance Companies, and trained in accordance with the applicable Insurance Company's and NIW's standards of market conduct. Licensee will restrict disclosure of NIW's Confidential Information to his or her employees on a need-to-know basis. Licensee shall only provide such Confidential Information as is necessary for their use in connection with performing duties for Licensee consistent with the terms of this Agreement. Licensee shall further inform their employees and partners of the confidential nature of the NIW Materials. In any case, Licensee shall be responsible for the performance, and any breach of this Agreement involving his/her employees. Disclosure to and participation by any other agents of Licensee can be permitted only upon written agreement of NIW, and joinder to the terms of this Agreement.

(ii) Licensee agrees to conduct his or her activities in a professional manner and in accordance with all applicable laws and regulations in force in the states in which Licensee markets any Insurance Company products.

(iii) Licensee shall not solicit any type of financing for a client without appropriate licenses and E&O coverage, or represent that Licensee, NIW, or Insurance Companies can obtain financing of any type to facilitate a client's participation in the Programs.

(iv) Licensee agrees to exercise reasonable professional care and diligence to ensure that the policies written through Licensee by an Insurance Company for the Programs are maintained current and enforceable. Licensee understands that it is his or her responsibility to provide reasonable post-sales services to policyholders and beneficiaries of policies.

(c) **Maintenance of Liability Insurance (Errors and Omission Coverage).** During the Term, Licensee shall at all times maintain liability insurance coverage for Licensee and any of its employees against claims for damages based on actual or alleged errors or omissions. Specifically, the liability insurance coverage must include premium financing within the coverage. Such liability insurance coverage shall include a limit of liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Proof of continuing insurance coverage shall be furnished to NIW in the form of an ACCORD or similar certificate upon request by NIW.

(d) **NIW Communication.** Licensee hereby agrees to be the recipient of any and all electronic communications from NIW, whether distributed individually or to a group of Licensees. Licensee agrees to stay current on NIW trainings.

(e) **NIW Materials.** Licensee expressly agrees to only use sales materials, illustrations and other supporting studies and materials supplied by NIW ("NIW Materials") in the promotion of the Programs. NIW trademarks and brands are to be maintained and shown, without alteration. Co-branding may be permitted with written permission from NIW. Licensee shall not use the NIW Materials for any other purpose whatsoever, especially in connection with the sale or promotion of other finance or insurance

arrangements. Licensee is expressly prohibited from marketing the Programs as their own program or on behalf of another person. Licensee assumes full responsibility for having advertising materials approved by his or her broker-dealer (if applicable) or any other supervisory authority and will not use NIW materials until such approval is obtained.

Section 5. Relationship. This Agreement shall not be construed to create the relationship of employer and employee or a partnership between NIW and Licensee. Licensee is and shall be considered an independent contractor.

Section 6. Liabilities And Indemnity. Licensee shall indemnify and hold NIW, its directors, officers, employees, agents and insurers harmless from any allegations, claims, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of (a) any breach of this Agreement by Licensee; (b) any injury that arises as a result of the gross negligence or willful misconduct of Licensee, Licensee's employees, associates or partners; (c) failure of Licensee, Licensee's employees, associates or partners to comply in any material respect with applicable laws or regulations; (d) any breach of a representation or warranty concerning the Programs, insurance products, or other aspects of the rights granted to Licensee under this Agreement; and/or (e) any injury suffered by Licensee or one of Licensee's clients due to Licensee's application, outside of NIW's guidelines or an Insurance Company's guidelines, of the Programs.

Section 7. Commissions, Compensation, and Splits. Licensee will receive his or her commissions and compensation directly from the Insurance Company that provides the insurance product within the Programs for Licensee's client. NIW shall receive its commissions and compensation directly from the Insurance Company for any insurance product provided within the Programs for Licensee's client. Relative commission percentages between Licensee and NIW will be agreed to on an individual basis. Commission splits will be determined on a case-by-case basis as negotiated between NIW, Licensee, and third parties (if applicable). For traditional premium finance cases, case design, banking, and administrative efforts, the minimum commission splits with NIW is as listed on Exhibit A as attached hereto. Should the Licensee require training or sales support beyond that customarily supplied by NIW, Licensee may be required to split a portion of Licensee's commissions and compensation with the third parties that provide such training or sales support.

Section 8. Indebtedness. Each of Licensee and NIW shall be responsible for its pro-rata portion of any commissions, overrides, bonuses or other carrier compensation payable to such party, for products that lapse, are cancelled or for which the full premium is not paid for any reason and that result in or become subject to a chargeback or other repayment obligation.

Section 9. Communication. NIW disclaims and waives, and Licensee (for itself and on behalf of its clients) releases NIW from, all liability for the interception or unintentional disclosure of email and web transmissions or for the unauthorized use or failed delivery of emails transmitted or received by NIW in connection with the services engaged to be performed under this Agreement. Further, Licensee warrants that it has obtained and will obtain all required consents from its clients, including but not limited to those under the Telephone Consumer Protection Act of 1991 for any electronic communications sent to its clients to evaluate and complete the purchase of a business planning strategy offered under terms of this Agreement.

Section 10. Term and Termination

(a) **Term.** This Agreement will remain in force beginning on the Effective Date for an initial term of one (1) year, unless otherwise terminated as set forth below (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew for additional one-year terms thereafter, until

terminated in accordance with Section 10(b) below (the Initial Term, together with all renewal terms, the “Term”).

(b) **Termination**. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to such termination date.

(c) **Results of Termination**. Upon termination of this Agreement regardless of cause, neither party shall be excused from any obligation or duty that matured prior to such termination. Licensee shall not make any further use of NIW’s Proprietary Information, NIW Materials, or any of its other intellectual property. Licensee shall immediately pay to NIW all sums due, if any, and immediately deliver to NIW all books, computer programs, computer files, spread sheets, letters, records, sales materials and supplies, including copies of all such, connected with this Agreement or relating to NIW’s business. All such books, computer programs, computer files, letters, records, and sales materials supplied by NIW, including copies of all materials, shall be deemed to be NIW’s property at all times.

Section 11. No Bypass. Licensee acknowledges and agrees that any financial institution or expert introduced to Licensee or Licensee’s client as a prospective premium finance lender is a valuable asset of NIW. Licensee agrees that it will not bypass or go around NIW and attempt to contact or establish a relationship with any Institution introduced by NIW, for any form or variation of premium finance, that does not include NIW or have NIW’s consent to do so during the course of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, unless Licensee has an existing premium finance relationship with said Institution prior to the date of this Agreement, and that relationship is provided in writing and signed by Licensee and NIW.

Section 12. Assignment. Neither party shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other party, except that either party may assign or otherwise transfer its rights or obligations hereunder to any successor to all or substantially all its business or assets but shall promptly provide the other party with written notice thereof.

Section 13. Non-Waiver. Forbearance or neglect of NIW to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination against Licensee shall not constitute a waiver of such rights and privileges.

Section 14. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 15. Entire Agreement and Prior Agreements. Except for any confidentiality agreements or non-disclosure agreements that may have been signed between NIW and Licensee, this Agreement is the sole and entire agreement between the parties concerning NIW’s Proprietary Information and the Programs. It can be amended or changed only in a written document signed by all parties.

Section 16. Governing Law and Jurisdiction. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Texas.

Section 17. Invalid Provisions. All of the provisions of this Selling Agreement are distinct and severable. If any provision of this Selling Agreement shall be deemed to be void, invalid or otherwise unenforceable under law or equity in a specific jurisdiction, the same shall not affect the validity, legality or enforceability of any other provision or portion of this Agreement.

Section 18. Notices. All notices, reports, payments, requests, consents, demands and other communications between NIW and Licensee, pertaining to subjects related to this Agreement, shall be in writing.

NIW's Notification Address: 5830 Granite Parkway, Suite 700
Plano, TX 75024
Phone: 972-755-1582
Fax: 972-755-1585

Licensee's Notification Address: As listed on the Licensee Information / Signature Page attached.

[Signature Page Follows]

LICENSEE INFORMATION

Name of Licensee: _____

Licensee Company Name: _____

Licensee Notification Address: _____

Licensee Address: _____
(if different from notification address)

Email Notification Address: _____ **Phone #:** _____

Mobile #: _____ **Fax #:** _____

LIFE CARRIERS CONTRACTED WITH: _____

IMO/FMO/GENERAL AGENCY: _____

IMO/AGENCY Primary Person Name: _____

Primary Email: _____ **Primary Phone #:** _____

Marketing Support Lead: _____ **Case Manager Lead:** _____

Who referred you to NIW: _____

IN WITNESS WHEREOF, NIW and Licensee have caused this Selling Agreement to be executed by personal signature or the signature of their duly authorized representative.

Licensee Print Name: _____

Licensee Signature: _____

Title: _____ **Date:** _____

Representing: _____ *(IMO/Agent company name)*

FOR NIW USE ONLY

REPRESENTING LINCENSOR: NIW Companies, Inc. & New Investor World, LLC NIW REPRESENTATIVE SIGNATURE: _____ NIW OFFICER TITLE: _____ PRINTED NAME: _____ DATE: _____
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Exhibit A
Commissions, Compensation, and Splits Overview

BUSINESS PLANNING STRATEGIES:

(Required Min for Individual online @ Kaizenplan.com)

(Required Min for Groups — Phone NIW at 972-755-1582)

Kai-Zen:	30% Split with NIW
When NIW meets with client by phone:	30% Split with NIW
When NIW meets with client in person:	50% Split with NIW
Tri-Zen: More than 15 Lives	50% Split with NIW
Enhanced Split Dollar: Less than 15 Lives	30% Split with NIW
Cash Stream:	30% Split with NIW
When NIW meets with client by phone:	30% Split with NIW
When NIW meets with client in person:	50% Split with NIW
GASB/ FASB pension or post-retirement health care rescue:	negotiated case by case

TRADITIONAL LARGE CASE ESTATE PLANNING STRATEGIES:

(Required Min \$25K to NIW)

Standard Single Life Strategies Case:	15% Split with NIW
When NIW works with client by phone:	30% Split with NIW
When NIW meets with client in person:	50% Split with NIW
Multi Life Strategies Case:	30% Split with NIW
Standard MultiGen Case:	20% Split with NIW
When NIW meets with client by phone:	30% Split with NIW
When NIW meets with client in person:	50% Split with NIW

**ADDITIONAL COVERED LICENSEE EMPLOYEE'S ADDENDUM
TO
SELLING AGREEMENT**

**Additional Employees covered and bound by this Agreement:
(Insurance Licensed Employees must submit individual Selling Agreements)**

Staff Name	Title	Email / Phone:

[Signature Page Follows]

IN WITNESS WHEREOF, NIW and Licensee have caused this Additional Covered Licensee Employee Addendum to Selling Agreement to be executed by personal signature or the signature of their duly authorized representative.

Licensee Authorized Signature(s)

By: _____ **Date of Addendum:** _____

Title: _____

By: _____ **Date of Addendum:** _____

Title: _____

By: _____ **Date of Addendum:** _____

Title: _____

By: _____ **Date of Addendum:** _____

Title: _____

By: _____ **Date of Addendum:** _____

Title: _____

NIW Companies, Inc. & New Investor World

By _____ **Date of Addendum:** _____

Title: _____

COMPENSATION AND SPLITS ADDENDUM
TO
SELLING AGREEMENT

The following changes to the Exhibit A of that certain Selling Agreement, by and between New Investor World, LLC, a Texas limited liability company, NIW Companies, Inc., a Texas corporation, and _____, a _____ [State] _____ [Form of Entity] (“Licensee”) are hereby agreed by the parties:

IN WITNESS WHEREOF, NIW and Licensee have caused this Compensation and Splits Addendum to Selling Agreement to be executed by personal signature or the signature of their duly authorized representative.

Licensee Authorized Signature

By: _____ Date of Addendum: _____

Title: _____

NIW Companies, Inc. & New Investor World, LLC

By: _____ Date of Addendum: _____

Title: _____

**PREFERRED AGENT RIDER TO
SELLING AGREEMENT**

Agent Licensee Print Name: _____

Date of Preferred Agent Rider: _____

This Preferred Agent Rider to Selling Agreement (this "Rider") is made by and between New Investor World, LLC, a Texas limited liability company ("World"), NIW Companies, Inc., a Texas corporation ("Companies," and together with World, "NIW") and the Licensee captioned above ("Licensee").

WHEREAS, the parties have entered into a Selling Agreement (the "Selling Agreement") pursuant to which NIW granted Licensee a license pertaining to sale and marketing of the premium finance programs known as NIW Life Strategies, Multigen, Cashstream, Tri-Zen, Kai-Zen and Enhanced Split Dollar, and variations and successor programs thereof (the "Programs"); and

WHEREAS, Licensee desires to receive, and NIW agrees to provide, access to NIW's web-based interactive platform to facilitate Licensee's marketing and selling of the Programs, and as an explicit condition of such access, Licensee has agreed to place all financed life insurance arrangements exclusively through NIW.

The parties therefore agree as follows:

Section 1. Selling Agreement. The terms and provisions of the Selling Agreement are incorporated herein. Capitalized terms used but not defined in the body of this Rider have the meanings set forth in the Selling Agreement.

Section 2. Exclusivity.

(a) Exclusivity. In consideration for the Benefits (as defined below) provided to Licensee under this Rider, Licensee covenants and agrees to place all financed life insurance transactions exclusively through NIW and not to circumvent NIW in any financed life insurance transaction during the term of this Agreement, and for a period of one (1) year after termination. For the avoidance of doubt, this specifically means that, except through NIW, its successors and assigns, the Licensee shall have no right to make or participate in any financed life insurance arrangement, whether directly or indirectly, through another lender, investor or third party.

(b) Permitted Exclusions. If NIW is unable or unwilling to support a case, Licensee shall provide written notice and disclosure of the case. If NIW and Licensee mutually agree in writing, then NIW will permit Licensee to pursue the case elsewhere immediately (an "Excluded Case"). This permitted exclusion applies only to the Excluded Case and does not affect this Agreement in any other way.

Section 3. Available Benefits. As a result of a substantial investment of time, capital, and intellectual property, NIW has created and continues to develop marketing and sales, enrollment and support enhancements that can be made available to Licensee, including but not limited to a web based interactive platform (collectively, the "Benefits"), that are subject to change by NIW from time to time in its sole discretion. A summary of the Benefits is provided on Exhibit A which is attached hereto. NIW is only willing to make the Benefits available to Licensee subject to Licensee's agreement to and continued performance of the terms of this Rider.

Section 4. Licensee Requirements. As a condition to receiving access to available Benefits, Licensee hereby agrees to comply with all of the following requirements:

(a) All indirect/passive premium finance sales require NIW's prior written approval in each instance.

(b) Licensee shall comply and remain in compliance with the terms and conditional use requirements of NIW's IT platform, the Interactive Learning and Information Assistant ("ILIA"), including any developments and enhancements, as may apply from time to time. This means keeping the site confidential and not sharing with unauthorized parties.

(c) Licensee shall route all of Licensee's premium financed life insurance sales and financing through NIW.

(d) Licensee shall remain in compliance with the terms of the Selling Agreement.

Section 5. Non-Disclosure. Licensee covenants and agrees that it shall not, directly or indirectly, supply or disclose information pertaining to the Benefits to any person without the prior written consent of NIW in each instance; *provided*, that Information pertaining to ILIA may be shared with other people who have signed a Preferred Agent Rider with NIW or related Confidentiality Agreement (each, a "Preferred Agent/IMO"). Licensee must confirm that each person to which it wishes to disclose information pertaining to ILIA is a Preferred Agent/IMO prior to any proposed disclosure. Only Licensee and other Preferred Agents/IMOs are permitted to show the ILIA web site and its information to clients.

Section 6. No Warranty. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, ALL BENEFITS AND BENEFITS MATERIALS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ACCURACY OR PERFORMANCE.

Section 7. Term and Termination. Licensee may terminate this Rider upon thirty (30) days prior written notice to NIW, after a minimum term of one (1) year. NIW may terminate this Rider immediately upon notice to Licensee upon Licensee's failure to abide by any of the requirements set forth in this Rider. In all other instances, either party may terminate this Rider by giving written notice to the other party at least thirty (30) days prior to such termination date.

Section 8. Results of Termination. Upon termination of this Rider regardless of cause, neither party shall be excused from any obligation or duty that matured prior to such termination. Termination shall not affect Licensee's obligations under Section 4 of this Rider. Licensee shall not make any further use of the Benefits, including but not limited to ILIA and any information in or used in connection with ILIA, NIW's Proprietary Information, or any of its other intellectual property. All Benefits Materials, including copies, shall be deemed to be NIW's property at all times.

[Signature Page Follows]

IN WITNESS WHEREOF, NIW and Licensee have caused this Rider to be executed by personal signature or the signature of their duly authorized representative.

PREFERRED RIDER SIGNATURE PAGE

Agent Licensee (Print Name): _____ **Phone:** _____

Agent Signature: _____ **Date:** _____

Address: _____

Email: _____ **Title:** _____

Representing (Agent company name): _____

Agent Employees Covered Under This Rider:

Employee Name: _____ **Email:** _____

Employee Name: _____ **Email:** _____

Employee Name: _____ **Email:** _____

Employee Name: _____ **Email:** _____

EXHIBIT A
TO PREFERRED AGENT RIDER

BENEFITS

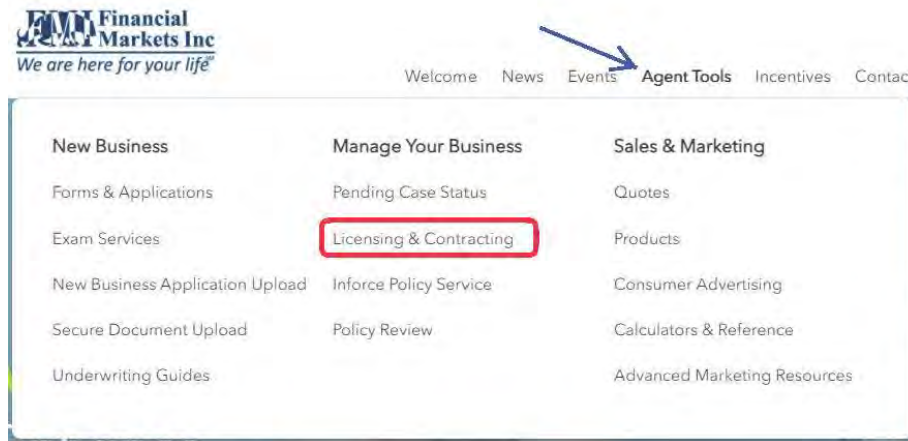
The Benefits include the following:

- Phone sales support for Member agents and their clients for no additional split (excluding face to face client meetings). This is for group sizes above 15 and doesn't include individual Kai-Zen cases
- Co-branding of NIW marketing materials
- Early bird (discounted) tickets to NIW University and all other NIW events
- Agents have priority to NIW university events
- Website link between NIW and Kai-Zen website to the Member's website
- 12-month access to exclusive material for the NIW University
- Access to NIW's web-based client engagement and sales assist software ILIA (Interactive Learning and Information Assistant)
- E-enrollment tools offered to help improve closing percentages subject to applicable terms and conditions.
- Access through ILIA to the new quick Contribution Estimator to allow clients to decide their contribution amounts and how the "Zen" option looks when compared to alternatives. (no need for samples)
- Kai/Tri-Zen e-enrollment with carriers who have the capability ready.
- Access to NIW's advanced marketing materials e.g. white paper on "effects of rising interest rates on premium finance programs" and other materials
- Client sales support webinars and question answering
- Access to Advisor (CPA/ Attorney) information webinars
- Preferred case support

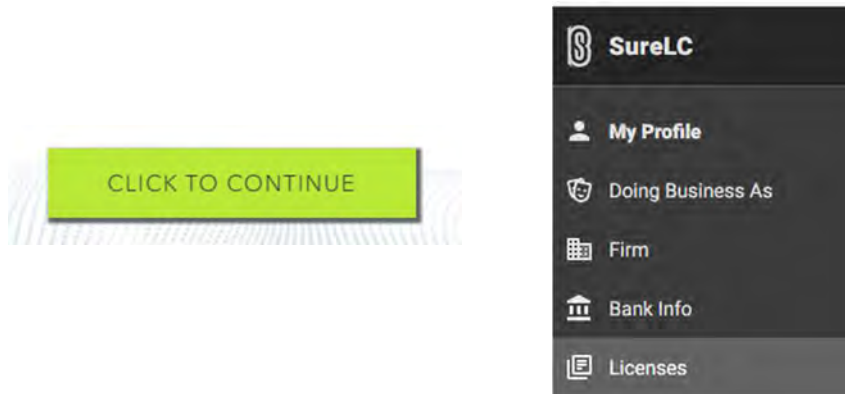
You can now apply for your Nevada Non-Resident Individual license right through the www.fmiAgent.com website! Here's how:

Log in to your account on www.fmiAgent.com

Go to the **"Agent Tools"** Menu, then select **"Licensing & Contracting"**



Click the **"Click to Continue"** button to open SureLC, then choose **"Licenses"**:



Choose the **"New License/ADD LOA"** button:



Follow the prompts to apply and pay for your new license!

Frequently Asked Questions:

Q: What is the fee for this license?

A: An Individual Non-Resident license for Nevada costs \$185 plus processing fees (approximately \$11) as of July 2021.

Q: What lines of authority do I need?

A: We recommend applying for all the lines you hold in your resident state. The “Life” line of authority is required for Kai-Zen business.

Q: When do I need this license? I’m not sure I’m going to write Kai-Zen business yet.

A: You need your Nevada Non-Resident License to be active prior to submitting your first Kai-Zen application, but it does not need to be active prior to registering for My Iliia.

Q: How long does it take for this license to process?

A: In our experience, it takes about 2-3 business days on average to get an active license after submitting your application and payment.

Q: I don’t want to apply for this license through SureLC. Is there another option?

A: Yes! You can also apply through NIPR at <https://nipr.com/licensing-center/state-requirements/nevada-non-resident-licensing-individual>

Q: My business is written through and paid to my agency. Do I need a Non-Resident Agency license?

A: National Life Group does not require your agency to be licensed in Nevada for Kai-Zen business. If you want to potentially write other life business in Nevada, you may want to license your agency.