

Contracting and Licensing Paperwork (Independent Agent)



SONS of
NORWAY

For Agent Use Only

Application for Contract and Appointment

WITH SONS OF NORWAY



**SONS of
NORWAY**

1455 West Lake Street
Minneapolis, MN 55408-2666
Toll-free: 833-707-0012
Phone: 612-827-3611
www.sonsofnorway.com

1 General Information

Producer

General Agent

Mr. Mrs. Ms. Miss

Licensed Corporate Name, if applicable

First Name

Middle Name

Last Name

Social Security Number

Birthdate (mm/dd/yyyy)

Male

Female

Phone No.

Fax No.

Cell No.

Email Address

Maiden Name (or other names used)

Marital Status

2 Business Address (Please note P.O. Boxes are not acceptable)

Address (Street Address, City, State, Zip)

3 Home Address over last 5 years (Please note P.O. Boxes are not acceptable) Use section 8 if more space is required

Current Address (Street Address, City, State, Zip)

How Long at present address?

Previous Address (Street Address, City, State, Zip)

How long at previous address?

Previous Address (Street Address, City, State, Zip)

How long at previous address?

Previous Address (Street Address, City, State, Zip)

How long at previous address?

4 Banking Information (Include a voided check with paperwork)

Account Holder Name

Account Type: Checking Savings

Bank Routing Number

Account Number

The payor, Sons of Norway, is hereby authorized to deposit on my behalf with the financial institution designated in section 4. Banking Information, credit payments due on account of commission earnings, and if necessary, to adjust or reverse a deposit for any commission payment entry made in error to my account.

Signature of Account Holder

Date (mm/dd/yyyy)

5 License Information (Include information for all states you want to write business in.) Use section 8 if more space is required.

NPN (National Producer Number) _____

| State | Effective Date | Class of Business * | Expiry Date | License Type | License Number |
|-------|----------------|---------------------|-------------|--------------|----------------|
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* (Life; Life & Health; Life & Annuity; Life , Annuity & Health; Fraternal)

NOTE: A fraternal license is required to write business in Connecticut, Massachusetts and Nevada

Florida Non-Resident applicants, indicate applicable counties _____

6 Errors and Omissions Coverage

NOTE: You are required to maintain Errors & Omissions (E&O) insurance coverage at all times with policy limits of at least \$1 million per claim / 1 million annual aggregate.

Do you have Errors & Omissions (E&O) insurance coverage?..... Yes No

(If yes, attach proof of current coverage and provide complete details below)

Carrier Name Policy Number Certificate Number

Coverage Amount Effective Date Expiry Date

Has any policy or application for E&O insurance on your behalf ever been declined, canceled or renewal refused, or have you ever made a claim against any such policy?..... Yes No

(If yes, provide complete details in Additional Information, Section 8 below.)

7 Background Questionnaire

a.) List other businesses or personal names used in the financial services sector in the last 5 years:

Corporation, LLC, business style, trade name or partnership.

b.) Drivers License Number: _____ Issuing State: _____

c.) Are you legally entitled to work in the U.S.?..... Yes No

If you answer YES to any of the following Questions, provide details in Additional Information Section 8 below. Such disclosures are requested in connection with your anticipated sale of insurance products.

d.) Has any insurance company canceled your appointment and/or contract for cause?..... Yes No

e.) Have you ever had any administrative proceedings, fines, reprimands, or revocations/suspensions of your license or registration(s) by any state or federal regulatory authority?..... Yes No

f.) Have you ever been convicted of, plead guilty or nolo contendere to any criminal offense (Including misdemeanors within the last 5 years and any felony(ies))?..... Yes No

g.) Have you had a debt placed for collection (including child support, collections, carrier debt), or a creditor write off a debt as uncollectible during the past 3 years?..... Yes No

h.) Have you filed for bankruptcy, or debt reorganization (chapters 7, 11, 13) or had a judgment entered against your connection with a debt during the past 7 years?..... Yes No

i.) Have you ever been or are you currently involved in any pending indictments, law suits, civil judgments or other legal proceedings (civil or criminal)?..... Yes No

j.) Are you currently subject to any tax liens or levies against you by the Federal Government (IRS) or any state regulatory authority?..... Yes No

8 Additional Information From Previous Sections (Indicate the question number or letter you are responding to)

Blank area for providing additional information.

9 Declarations

I expressly hereby declare that the information I have provided in this Application for Contract / Appointment is complete and accurate in every respect, as of the date of signing.

I swear or affirm that I have read and understand the items and instructions on this document and that my answers are true and complete to the best of my knowledge. **I understand that I am subject to termination if I give false or misleading answers.**

I agree that Sons of Norway (hereinafter the "Society") can verify my background information using an independent source concerning my credit record, my business record, my record of criminal convictions, and any other information relevant to my application to and sales relationship with the Society.

I understand and agree that I must execute and deliver the enclosed consent and authorization to the Society.

I agree to notify and provide updated information to the Society within 10 business days, should there be any change in the information provided in their application form or in my ability to legally continue to sell life insurance.

I understand that a false statement or material omission including a failure to provide updated information may disqualify me from consideration for a contract / appointment with the Society as a Producer or result in the subsequent termination for cause of my business relationship with the Society and may cause the Society to report me to an insurance regulator.

Signature of Applicant

Date (mm/dd/yyyy)

10 Notice, Consent and Authorizations

Notice and Consent Concerning Consumer Reports for Contract and Appointment Application Purposes

I acknowledge and understand that Sons of Norway, either may request, or has decided to request, consumer reports or investigative consumer reports in connection with my application for contract/ appointment or during the course of my contract/ appointment, if any, with Sons of Norway. Any information contained in such reports may be taken into consideration in evaluating my suitability for contracting/ appointment. Such reports, if obtained, will be prepared by a consumer-reporting agency and may contain information concerning my credit standing or worthiness, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested, include, but are not limited to, credit reports, Vector One searches to determine the presence of any unpaid, commission-related debit balances with any insurance company, criminal records checks, court records checks, and/or summaries of educational and employment records and histories.

The information contained in such reports may be obtained from public record sources or through personal interviews with my neighbors, friends, associates, current or former employers, or other personal acquaintances.

If Sons of Norway requests an investigative consumer report, which would include personal interviews as described above, I understand that I will, through my Recruiting Agent/General Agent (RA/GA), that recommended me for this application for contracting appointment, receive a second notice indicating that such a report has been requested no later than three days after the request is made to a consumer reporting agency. This additional notice, if issued, will advise me as to my further rights pertaining to investigative consumer reports.

If any adverse decision is made with regard to my application for contracting/appointment, if any, based entirely or in part on the information contained in a consumer report, I understand that I will be notified, through my Recruiting Agent/General Agent, as to the basis of that decision and given a copy of the report, as well as a summary of my applicable rights through my recommending RA/GA. As well, in advising the recommending RA/GA, of the decision to decline my application for contracting/ appointment, Sons of Norway shall have the right to share with the recommending RA/GA any information contained in the consumer report or investigative consumer report as it relates to that decision.

I understand my consent is required by law before Sons of Norway may obtain a consumer report or investigative consumer report pertaining to my potential contracting/appointment or actual contracting/ appointment, if any, with Sons of Norway or for Sons of Norway to share information contained in the consumer report or investigative consumer report with the recommending RA/GA.

Consent of Statement

I have carefully read and understand this Notice and Consent form and, by my signature below, consent to the release of consumer or investigative consumer reports, as defined above, to Sons of Norway in conjunction with my application for contracting/ appointment or in connection with any future decisions concerning my contracting / appointment with Sons of Norway, if any. I also consent and direct any and all notices, copies of reports and a summary of applicable rights, as defined above, to be sent by Sons of Norway, as well as consent to the release of information contained in the consumer report or investigative consumer report, to the Recruiting Agent/General Agent that recommended me for this application for contracting appointment.

I further understand that this consent will apply during the course of my contracting/ appointment with Sons of Norway, should I obtain such contracting/ appointment, and that such consent will remain in effect indefinitely until revoked in a written document signed by me. I further understand that any and all information contained in my contracting/ appointment application or otherwise disclosed to Sons of Norway by me may be utilized for the purpose of obtaining the consumer reports or investigative consumer reports requested by Sons of Norway, and confirm that all such information is true and correct.

Signature of Applicant

Date (mm/dd/yyyy)

11 New Business

Have you written any Sons of Norway new business that you have submitted or will be submitting?..... Yes No

a.) Application signed date for the earliest piece of new business written: _____

b.) State in which new business was written in: _____

c.) Has new business been submitted to Sons of Norway for processing? Yes No

12 Reporting Hierarchy

GA Name

GA Number

MGA Name

MGA Number

13 Compensation Details

Compensation Level (Check One)

MGA Level: 1 2 3 4 5

GA Level: 1 2 3 4 0

Agent Level: 1 2 3 4 5 6 7 8 9

First Year Commissions (Check One):

As Earned Annualized (Complete and submit Annualized Commission Addendum form with application.)

NOTE: Commissions are paid bi-weekly

Additional Comments:

Combined Disclosure Notice and Authorization

WITH SONS OF NORWAY



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COMBINED DISCLOSURE NOTICE AND AUTHORIZATION REGARDING BACKGROUND CONSUMER REPORTS

(Important: Please read carefully before signing.)

The Fair Credit Reporting Act requires that we inform you that a background investigation may be conducted as part of our screening and hiring process. This may include an inquiry to obtain information regarding your character, employment history, general reputation, personal characteristics, police record, education, qualifications, motor vehicle record, mode of living and/or credit and indebtedness. The primary objective of any investigation will be to verify information you provided on your application or during the interview process in connection with your application for and/or continued employment (or contract) with the Society. A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your employment with the Society. Upon timely written request to our personnel department, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the report (if one is made) will be provided to you. You have the right to request details of the report from the consumer reporting agency.

Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, a summary of your rights under the Fair Credit Reporting Act, as well as additional information on your rights under the law.

The items of information requested below are required to process your background investigation. They are intended solely for that purpose and will not be used in a discriminatory manner for the making of business decisions.

Date of Birth: ____ / ____ / ____ (mm/dd/yyyy)

Drivers License #: _____ State: _____

Social Security #: _____

Other Names Used & Date Changed: _____
(Year Changed)

May we contact your current employer? _____ Yes _____ No

Residence Addresses For The Past 7 Years: (attach additional sheets, if necessary)

| <i>Street Address</i> | <i>City, State & Zip Code</i> | <i>County</i> | <i>From Mo./Yr.</i> | <i>To Mo./Yr.</i> |
|-----------------------|-----------------------------------|---------------|---------------------|-------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Have you ever been charged with or convicted of a Felony crime? _____ Yes _____ No

Have you ever been charged with or convicted of a felony, any crime involving moral turpitude, a misdemeanor involving fraud, deceit or misrepresentation or been convicted of any crime other than a minor traffic violation in any jurisdiction? _____ Yes _____ No

(Criminal convictions are not an automatic ban from employment and will only be considered in relation to specific job requirements)

If yes, please explain in some detail, including what county and state, and in what year:

| <i>Conviction</i> | <i>City & State</i> | <i>County</i> | <i>Date</i> |
|-------------------|-------------------------|---------------|-------------|
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I hereby authorize Sons of Norway and/or GoodHire, LLC, and their agents, without any reservation, to investigate my background as it pertains to employment history and performance, personal and professional references, educational history, licenses and information contained in public records, including, but not limited to, credit, criminal, motor vehicle data and workers compensation. I hereby release all persons, companies or other entities furnishing such information from liability and responsibility in connection herewith. I further authorize ongoing procurement of the types of reports mentioned herein at any time during my employment (or contract) with the Society. A photocopy of this document may be substituted for the original.

Printed Full Name of Applicant _____

Signature Of Applicant _____ Date: _____

(MN/CA/OK/ME/NY Residents Only): Do you wish to receive a copy of your consumer report? ___ Yes ___ No



INDEPENDENT AGENT'S AGREEMENT

This Independent Agent Agreement ("IAA") is made between Sons of Norway, a Minnesota Fraternal Benefit Society (here after "Society").

1 Appointment

The Society hereby appoints the IAA, and the IAA hereby accepts the appointment, as a personal producer agent for the Society to procure applications for life insurance and annuities offered by the Society in any state in which the IAA and the Society are licensed, subject to the terms and conditions hereafter set forth in this Agreement. It is understood and agreed that no geographical area or product is assigned to the IAA exclusively.

2 Relationship with Sons of Norway

The IAA shall at all times be deemed an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Society and the IAA. The IAA shall be free to exercise his/her own judgment as to the persons from whom applications will be solicited and the times and places of solicitation. The Society may, from time to time, prescribe instructions, rules and requirements respecting the conduct of business covered under this Agreement, not interfering with the freedom of judgment and action of the IAA, but assuring that applications submitted by the IAA will conform to the Society's by-laws and procedures for conducting its business. These rules and requirements include those specified herein, and all of the applicable provisions of the Society's rate books, illustration software, the underwriting and benefits manuals of the Society, the Code of Ethics and Standards of Conduct attached hereto as Exhibit B, and all of the revisions, additions, and amendments thereto from time to time made by the Society, in its sole discretion.

The Society reserves the right to reject any and all applications for its policies submitted by the IAA, and further reserves the right to discontinue writing or offering any of the policies which are or become subject to this Agreement upon thirty (30) days' notice to IAA (or the number of days required by law in the IAA's state of domicile).

The IAA shall assume full responsibility for, and indemnify the Society against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, income tax and related laws with respect to compensation received under this Agreement by the IAA.

3 Relationship with General Agent

If agreed between the IAA and the Society, the IAA may contract with or be assigned to a General Agent (GA). In such event, this Agreement will automatically terminate upon termination of the GA's agreement with the Society. In such case, the IAA agrees that the Society may refuse or agree to re-contract with the IAA at the sole discretion of the Society.

4 Limitation of Authority

The IAA shall not possess or exercise any authority on behalf of the Society other than as expressly conferred by this Agreement. Specifically, but not in limitation of the foregoing, the IAA shall have no authority on behalf of the Society to:

- make, alter, or discharge any contract;
- incur any indebtedness or liability, or expend or contract for the expenditure of any funds of the Society;
- extend the time of payment of any premium, bind the Society to the reinstatement of any terminated certificate or accept any note for payment of premiums;
- waive or modify any terms, conditions, or limitations of any certificate or application therefor;
- adjust or settle any claim or commit the Society with respect thereto;
- issue or circulate any advertisement or literature unless previous approval in writing has been obtained from an authorized officer of the Society;
- enter into any legal proceedings in connection with any matters pertaining to the Society's business;
- deliver any certificate issued by the Society until settlement has been made by the applicant for the first premium;
- deliver any certificate if he/she has any knowledge of any impairment of the applicant's health not disclosed on the application or occurring subsequent to the securing of the application, or if more than 30 days have elapsed from the date of the mailing of the certificate by the Society, unless authorized in writing by an officer of the Society; and
- obligate or bind the Society in any way not specifically authorized by this agreement or in writing by an authorized officer of the Society.

5 Duties and Responsibilities

As a IAA representing the Society, the IAA's primary responsibility is the sale of the Society's plans of fraternal insurance to our current members and to prospective members. The Society's fraternal insurance products are available only to our members. Therefore, persons not belonging to the Society must secure membership at the same time as they purchase fraternal insurance from the Society.

The IAA is also responsible for proper handling of applications, moneys underwriting requirements, delivery of contracts and all other matters pertaining to the sale and placement of the fraternal insurance contracts.

The IAA also agrees to:

- conduct the affairs of the IAA in accordance with the highest ethical and professional standards and in such manner so as not to cause the Society embarrassment or endanger the business, reputation or good standing of the Society or to harm the Society in any manner;
- immediately pay the Society all monies received whether a full or partial payment of premium; the IAA shall never deposit money received from members or applicants to any account maintained by the IAA;
- deliver certificates issued by the Society;
- make every reasonable effort to maintain in force all certificates issued by the Society;
- comply with the rules and regulations of the Society pertaining to underwriting practices, preparation of proposals and the completion and submission of applications, required records, acceptance of risks, suitability guidelines, privacy policies, delivery of certificates and all other areas of conduct of business of the Society;
- diligently and to the best of the IAA's ability ensure that the facts set forth in any application the IAA solicits are true and correct;
- maintain proficiency and insurance knowledge in sales techniques;
- promptly transmit all applications to the home office of the Society;
- provide service in regard to certificates issued by the Society;
- meet the minimum production requirements set forth on Schedule A;
- obtain and maintain all required licenses, trainings and comply with all rules, laws and regulations (including the Gramm-Leach-Bliley Act) concerning insurance of the state or states in which the IAA is licensed, including, if applicable, securing and maintaining a fidelity bond;
- keep full and accurate records of the business transacted by the IAA and forward such records of such business as may be prescribed by the Society and permit the Society the right to examine those records at any time and to make copies of such records as the Society deems necessary;
- promptly prepare and transmit to the Society, in a form acceptable to the Society, such reports as the Society may reasonably require from time to time, including reports of all information necessary for the Society to comply with all applicable laws, rules and regulations or to manage its business;
- The Agent agrees to obtain and maintain errors and omissions insurance coverage providing for each policy period: minimum coverage of \$1,000,000 for each claim; \$1,000,000 aggregate; such coverage shall name the Society as an additional insured for vicarious liability, and use best efforts to require the errors and omissions insurer to provide notice to the Society if that coverage is terminated for any reason, including a lapse for non-payment of premium.

- not employ or make use of any advertisement in which the Society's name or its trademarks are employed without the prior written approval of the Society. Upon request of the IAA during the term of this Agreement, the Society may make available for the IAA's use standard advertising prepared for or by the Society, to which no deletions or changes may be made without the prior written approval of the Society.
- upon termination of this Agreement, return all manuals, forms, supplies, member lists and other properties furnished by the Society or prepared, created or compiled by the IAA through the use of or which contain any of the Society's confidential information, including, but not limited to, any member information;
- cooperate with the Society and its advisors in connection with (1) the investigation and settlement of any claim; (2) any regulatory agency or other governmental investigation or audit; (3) any administrative or judicial proceeding, regardless of the person or entity initiating such proceeding; and (4) the resolution of any customer complaint, directly or indirectly involving the subject matter of this Agreement; and comply with all other provisions of this Agreement.

6 Required Notifications

The IAA further agrees to immediately notify the Society of the occurrence of any of the following events:

- the IAA is convicted of or pleads guilty or nolo contendere to any felony;
- the IAA is convicted of or pleads guilty or nolo contendere to any misdemeanor or other legal action, whether civil or criminal, involving a breach of trust including, but not limited to, forgery, fraud, false statements or omissions, perjury, misappropriation, embezzlement, larceny, or burglary;
- the IAA ceases to possess the requisite qualifications or licenses to conduct the activities contemplated herein;
- the IAA files a petition in bankruptcy or commences any voluntary insolvency proceeding or any involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding is filed against the IAA, which shall also be deemed to be a breach of this Agreement;
- the IAA becomes aware of a customer complaint, whether oral or written; or
- the IAA changes his or her address of record as provided and on file with the Society.

The IAA further represents and warrants that he or she is withholding no information which would affect his or her qualification for this appointment with the Society.

- The IAA agrees that, during the term of this Agreement, he or she shall not sell or offer for sale another insurance agency's products to Society members unless such product is of a type not offered by the Society.
- The IAA agrees that, following termination of this Agreement for any reason or no reason, and for a period of one [1] year thereafter, the IAA shall not, directly or indirectly
 - (i) cause, solicit, induce or encourage any employees or agents of the Society to leave such employment or appointment, or hire, employ or otherwise engage any such individual, or
 - (ii) cause, induce or encourage any past or current Society member or prospect or any other person or entity which has a relationship with the Society to terminate or modify any such actual or prospective relationship.
- The IAA shall not, at any time during or after the term of this Agreement, disclose to any person or entity, or use for its own account, any of the Society's trade secrets or confidential information, including, without limitation, member, prospect or producer lists, proprietary information, information as to the Society's business methods, operations or affairs, processes and systems used in the operation of its business, or nonpublic personal information of the Society's members, except as required to be disclosed pursuant to governmental regulations or judicial or administrative process or subpoena.
- The IAA has carefully read and considered the provisions of this Section 7, and having done so agrees that the duration, scope, restrictions and obligations set forth therein are fair, reasonable and reasonably required for the protection of the Society's interests and the interests of its members. The IAA further represents that (i) the IAA has been given the opportunity to consult with his/her own counsel prior to signing this Agreement, (ii) the IAA understands the restrictions and obligations herein, and (iii) the IAA has not signed any other agreement with any other entity or person that would violate the provisions of this Agreement.
- It is expressly understood and agreed that although the IAA and the Society consider the restrictions contained in this Section 7 to be reasonable, if any court of competent jurisdiction determines that a specified time period, a specified business limitation or any other relevant feature of this Section 7 is unreasonable, arbitrary or against public policy, then a lesser period of time, business limitation or other relevant feature which is determined by such court to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party.
- The IAA acknowledges and agrees that the Society's remedies at law for a breach or threatened breach of any of the provisions of this Section 7 would be inadequate and the Society would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, the IAA agrees that, in the event of such breach or threatened breach, in addition to any remedies at law, the Society, without posting any bond, shall be entitled to:
 - (i) obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available, and
 - (i) collect any and all costs incurred by the Society in enforcing the terms of this Agreement including, without limitation, reasonable attorneys' fees and costs.

8 Compensation

While this Agreement is in force, the IAA shall bear all the expenses incurred in the performance of this Agreement. The Society will pay compensation for all services, as set forth in the Schedule(s) attached to this Agreement. The Schedule(s) are subject to change at any time by the Society, but any such change shall not apply to business written prior to the effective date of the change.

If the Society returns all or a portion of the premiums on a certificate or cancels a certificate for any reason, the IAA shall repay the amount of commission received on account of such certificate or premium. No commissions will be allowed or paid on any premiums waived by the Society under a disability provision of any certificate. The Society may at any time offset any debt or debts due from the IAA to the Society arising from the transactions of the IAA under this or any other prior agreement against any commissions, service fees, or other compensation due or to become due to the IAA.

The IAA will repay, immediately upon demand of the Society, any debt due the Society including overpayment of commissions due to clerical error, premium payments not honored, advances to the IAA against compensation, which would include annualization of commissions that are not recoverable solely from commissions or other compensation, or any other debt.

The statements rendered by the Society concerning commission and service fees paid or payable, advances and indebtedness shall be conclusive, unless within 30 days following receipt of the statement, the IAA notifies the Society of a dispute regarding any transactions reported since the last preceding report. If a certificate on which the IAA is receiving a commission or service fee shall lapse for any reason, as stated in the benefits manual, no further commission or service fee shall be paid, unless and until the certificate is reinstated. If so reinstated, applicable renewal commission or service fees shall be paid from the date of reinstatement. If the Society for any reason refunds any premium on which the IAA received a commission or service fee, the IAA shall immediately repay to the Society the commissions for service fees received on such premium.

The IAA is responsible for all costs, including attorneys' fees, incurred in efforts to collect any debts due the Society by the IAA. Any debts outstanding for more than ninety (90) days shall be subject to interest at a rate not to exceed the maximum interest rate allowed under state law.

9 Payments after Termination

The IAA's right to current first year commissions shall be fully vested. Following termination of this Agreement, the IAA's right to renewal commissions shall be fully vested if this Agreement has been in force at least five years and the agent is associated with the certificate. Any such renewals are payable as specifically set forth in the Agreement, and the attached Schedule(s). The IAA shall not have any right to renewals without active licensure or after the Agreement terminates. Notwithstanding the forgoing, no commissions or compensation will be vested or payable to the IAA:

- if there has been any fraud or deceit or failure to comply with applicable Society laws, rules or regulations;
- if this Agreement has been terminated for cause;
- if any renewal compensation payable to the IAA for both Sons of Norway and outside carrier business is less than a total of \$500 in any calendar year (if the amount of compensation payable falls below \$50 in a month payment shall be deferred until the total payable reaches this minimum);
- if the IAA induces or attempts to induce any contracted Insurance Professional or IAA to leave the Society, or induces or attempts to induce any certificate holder of the Society to lapse, replace, or otherwise terminate their certificates.

10 Termination & Non-Renewal

This Agreement shall terminate on the earliest of the following dates:

- the IAA's death; or
- the date specified in a notice of termination which may be given by either party to this Agreement, with or without cause, and delivered personally or mailed to the last-known address of the person to whom notice is given; or
- the date the IAA fails to pay over on demand any moneys belonging to or due the Society; or
- the date of any violation of any term or condition of this Agreement; or
- following written notice from the Society that the IAA has failed to meet the minimum production requirements in a rolling 6-month period; or
- the date the license of the IAA is terminated by the Insurance Department of any state; or
- as set forth in paragraph 3.

Anything in this Agreement to the contrary notwithstanding, fraud, malfeasance, other misconduct or withholding of the Society's funds shall terminate this Agreement if it is then in force.

11 Indemnification

The IAA agrees to indemnify, defend and hold harmless the Society, its subsidiaries, affiliates, lodges, agents, officers, directors and employees from and against any and all liability or expense, including defense costs and legal fees incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage or other damages arising from the negligent or willful performance or failure to perform any acts arising under or related to this Agreement.

12 General Provisions

- As a material part of the consideration for the making of this Agreement by the Society, the IAA agrees not to make any representations whatsoever with respect to the nature or scope of benefits of any of the Society's policies except through and by means of the written material either prepared and furnished to the IAA for that purpose by the Society or approved in writing by the Society prior to its use. The IAA shall have no authority to make and will not make any oral or written alteration, modification or waiver of any of the terms or conditions of any policy whatsoever.
- The Society shall have the sole and full authority to act or not to act on any application submitted by the IAA. No right of action against the Society will arise because of the refusal, delay, or postponement by the Society, for any reason, to issue a certificate or on any application submitted by the IAA.
- The Society shall prescribe the form, plan, and type of certificates for which applications may be solicited and may from time to time change or discontinue a form, plan or type of certificate now or hereafter in use.

- The Society reserves the right to revise the Exhibits to this Agreement without the consent of the IAA, including, but not limited to, commission on any one or all of the certificates, at any time it deems such revision advisable, provided any such revisions will be prospective only, and the Society shall give the IAA a minimum of thirty [30] days' written notice of such revision.
- Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered, or if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, or sent by any electronic means for which confirmation of receipt can be shown, and addressed in the case of the Society to its then principal place of business, and in the case of the IAA to the address set forth in this Agreement or the address the IAA has designated for the delivery of commission statements. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.
- This Agreement will be the sole and only agreement between the Society and the IAA, unless otherwise agreed in writing by the Chief Executive Officer and Director of Agencies of the Society and the IAA. Failure of either party to enforce or insist upon any of the provisions of this Agreement in any instance will not be construed as a waiver of any rights of any such party to enforce or insist upon such provisions either currently or in the future.
- This Agreement is not transferable and no right or interest arising from this Agreement will be subject to assignment, including compensation payable hereunder except with the prior written consent of the Society.
- This Agreement terminates any prior Agreement between the parties, but vested commission, if any, payable under a prior Agreement shall be subject to such prior Agreement. Any obligation of the IAA to the Society previously incurred shall continue to exist subject to the terms of the prior Agreement.
- Any current compensation due the IAA after his/her death shall be fully vested and paid to the representative of his/her estate, if probated; otherwise, the Society may at its sole discretion pay such sums to any relative(s), by blood, adoption, or marriage, of the IAA.
- To the extent this Agreement may be in conflict with an applicable law or regulation, the Agreement will be construed consistent with that law or regulation. The invalidity or illegality of a provision of this Agreement will not affect the validity or legality of the remainder of the Agreement unless elimination of the invalid or illegal provisions would cause the Agreement to fail an essential purpose.
- Any dispute arising under this contract, including its making, or any Schedule and/or any supplement thereto shall be submitted to arbitration and not to a court. Arbitration shall be in accordance with the commercial rules and procedure of the American Arbitration Association in Minneapolis, Minnesota, pursuant to the Society's Bylaws. Any award may be enforced as provided in Chapter 572 of Minnesota Statutes. The cost of arbitration shall be borne equally by both parties.
- The execution and performance of this Agreement involves transacting business in the State of Minnesota by the IAA with the Society and therefore this Agreement will be governed by, and construed according to, the laws of the State of Minnesota. Any action with respect to it, to the extent not subject to arbitration, shall be brought in a court of competent jurisdiction in the State of Minnesota.

This agreement shall consist of all the provision herein together with any addenda which you and the Society may agree upon. Such addenda shall be incorporated by reference and made a part of this agreement. in this event of a conflict as to which addenda are a part of your agreement, the copy maintained on file by the Society shall control.

THIS AGREEMENT is made this day of, between Sons of Norway, a Minnesota Fraternal Benefit Society and Independent Agent or IAA. the undersigned parties acknowledge that this agreement has been read in its Entirety, and in agreement with the terms and conditions and have executed this Agreement to be effective as set forth above, upon the effective date below.

SONS OF NORWAY

INDEPENDENT AGENT (IAA)

By _____
Chief Operating Officer

By _____
Printed Name: _____
Date: _____

To Be Completed By Society Headquarters Only:

Agreement Effective Date: _____ Code Number: _____

Code of Ethics and Conflict of Interest Disclosure Statement

WITH SONS OF NORWAY



SONS of NORWAY

1455 West Lake Street
Minneapolis, MN 55408-2666
Toll-free: 833-707-0012
Phone: 612-827-3611
www.sonsofnorway.com

EXHIBIT B-2

I have read the Sons of Norway Code of Ethics and Conflict of Interest Policy and agree to comply fully with its terms and conditions. If at any time following the submission of this form, I become aware of any actual or potential conflicts of interest, violations of the policy, or if the information provided below becomes inaccurate or incomplete, I will promptly notify Sons of Norway staff as set forth below.

Name: _____ Date: _____
(please print)

Position: (check all applicable positions)

_____ International Officer or Director
_____ District President
_____ Foundation Officer or Director

_____ Employee
_____ Financial Benefit Counselor
_____ Key Consultant
_____ (Other)

Affirm the following:

- I have received a copy of the Code of Ethics and Conflict of Interest Policy. _____ (initial)
- I have read and understand the policy. _____ (initial)
- I agree to comply with the policy. _____ (initial)
- I understand that the Internal Revenue Service requires charitable organizations to implement, update and consistently monitor compliance with a Code of Ethics and Conflict of interest Policy in order to maintain its federal tax-exempt status.
_____ (initial)

Required Disclosures:

Please answer each of the following questions with respect to the time period specified. If the answer to any question is "yes", or if you wish to offer additional information, please use the reverse side of this form. Additional pages may be attached if more space is needed. Please sign any attachments. The term "immediate family member" is defined to include your spouse; parents, children; siblings; mother-in-law and father-in-law; son in-law and daughter-in-law; brother-in-law and sister-in-law (including any person who does not bear any such relation on the date hereof but bore such relation to you during the last 12months).

1. In the past 12 months, did you receive any remuneration (salary, fee, bonus or other form of compensation) from any organization, other than Sons of Norway or the Sons of Norway Foundation, for employment or consulting or any other form of service?

Yes ___ I receive commission income from other companies.

Yes ___ Other _____ No ___

2. In the past 12 months, did you or any member of your immediate family have any position with or substantial interest in any business enterprise which does business with Sons of Norway or its Foundation?
Yes ___ No ___
3. In the past 12 months, did you or any member of your immediate family receive any compensation, commission or finder's fee in connection with any investment, loan, scholarship or grant provided by or obtained by Sons of Norway or the Sons of Norway Foundation? Yes ___ No ___
4. In the past 12 months, did you or any member of your immediate family receive any gift or gratuity (in excess of U.S. \$300) in connection with the position you occupy? Yes ___ No ___
5. In the past 12 months, did you or any member of your immediate family render any managerial or consultative services to any outside entity that does business with or is a competitor of Sons of Norway or its Foundation, except with knowledge, consent and approval of the Board of Directors? Yes ___ No ___
6. In the past 12 months, did you or any member of your immediate family knowingly compete with Sons of Norway or the Sons of Norway Foundation in a manner that might be to the detriment of Sons of Norway or the Foundation? Yes ___ No ___
7. In the past 12 months, did you or any member of your immediate family use or disclose any confidential information obtained from Sons of Norway or its Foundation for personal profit or advantage?
Yes ___ No ___
8. In the past 12 months, have you been involved or otherwise have information related to a matter that may impact your ability to objectively perform the duties of your position? Yes ___ No ___
9. Are there any legal proceedings adverse to Sons of Norway or the Sons of Norway Foundation pending or anticipated in which you, an immediate family member or any entity listed by you in response to the questions above are a party? Yes ___ No ___
10. During the past five years have you been convicted in a criminal proceeding or are you now the named subject of a pending criminal proceeding, excluding traffic violations and other minor offenses?
Yes ___ No ___
11. Is there anything that has not been asked in this questionnaire that you believe should be disclosed or, in cases of uncertainty about whether or not a conflict of interest exists, please indicate the specific circumstances and the matter will be referred for review. Yes ___ No ___

Please provide additional information for any "yes" answer on the reverse side of this form or with additional sheets (signed).

I acknowledge that I have read and understand the Policy and hereby confirm the accuracy of the answers to the above questions. I will promptly inform the Sons of Norway CEO or Legal Counsel of any changes that may occur in the information disclosures after the date hereof.

Signature: _____ **Date:** _____

Printed Name: _____

Member Privacy Promise

WITH SONS OF NORWAY



SONS of
NORWAY

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Phone: 612-827-3611
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Our commitment: Protecting your privacy. Member Privacy Promise

Sons of Norway respects your privacy. Your information is personal, and we promise to keep it confidential. We want you to understand what personal information we collect, how we use it, and how we protect it.

Information We Collect: Sons of Norway may collect nonpublic personal information about you, such as name, age, mailing and email addresses, marital status, and social security number. We may also collect other information that you authorize us to obtain, such as medical records, medical exam information, and information from consumer reporting agencies.

When you visit or interact with our sites, services, applications, tools or messaging, we or our authorized service providers may use cookies and other similar technologies to help provide you with a better, faster and safer experience, and for advertising and marketing purposes.

What Information We Use and Share: Unless you tell us not to, we share your personally identifiable information within Sons of Norway so that we may provide you with membership services or financial products, and to administer both the lodge system and the Sons of Norway Foundation. We disclose information to critical business partners, to detect, prevent, mitigate and investigate fraudulent or illegal activities, and as required by law. We never share your personally identifiable medical or financial information for any purpose other than underwriting insurance applications. As permitted by law, we may disclose:

- Limited information, such as name, phone number, mailing and email addresses, to organizations with whom we have agreements to provide you certain products, services or benefits, such as *Ski for Light* and *Visa*.
- Information about you to organizations that provide business services, such as reinsurance, printing, and mailing services.

We may share non-personally identifiable information (such as anonymous usage data, access and source URLs, platforms, etc.) with third parties to help us understand usage patterns and improve our services to you. Non-personally identifiable information may be stored indefinitely.

Security & Confidentiality Safeguards: Sons of Norway has administrative, technical, and physical safeguards to protect your information against loss, misuse, unauthorized access, disclosure, and alteration. Safeguards include firewalls, data encryption, limited physical access to computer rooms, data access limited to individuals requiring access to provide you service, policies and procedures on handling your information, confidentiality requirements with outside organizations, ongoing review of procedures and ongoing staff training on these items.

We retain your personal information for as long as necessary to provide the Services you have requested, or for other essential purposes such as complying with our legal obligations, resolving disputes, and enforcing our policies. Personal information may be retained beyond the closure of accounts for as many as ten years or longer.

Accuracy & Your Access to Information: We respect your right to access, correct, request deletion or request restriction of our usage of your personal information as required by applicable law. We will provide you with a copy of your personal information in a structured, commonly used and machine readable format on request. You can also ask us to delete or restrict how we use your personal information, but this right is determined by applicable law and may impact your access to some of our Services.

If you see any inaccuracy in your statements or in other communications from us, or to remove yourself from such communications, please call us at 1-800-945-8851.

At any time, you may write to us to request information about your data controller, responsible for the collection, use, disclosure, retention, and protection of your personal information; to request access to and correction of your information; to request removal from our systems; and to request a copy of our Privacy Policy and Information Security Program: **Sons of Norway**, 1455 West Lake St., Minneapolis, MN 55408

Sons of Norway may change our privacy policy to conform with changes in the law and in our business practices. Updates to the privacy policy may be found at www.sofn.com. We will inform all members of our Privacy Policy at the beginning of our business relationship and annually thereafter.

Sons of Norway complies with the EU Data Protection Directive 95/46/EC framework as set forth by the European Union regarding the collection, use, and retention of personal data.

Form PP-L (05-2018)

Annualized Commissions Addendum

WITH SONS OF NORWAY



SONS of NORWAY

1455 West Lake Street
Minneapolis, MN 55408-2666
Toll-free: 833-707-0012
Phone: 612-827-3611
www.sonsofnorway.com

Sons of Norway A legal Reserve Fraternal Benefit Society Home Office: Minneapolis, Minnesota

ANNUALIZED COMMISSIONS ADDENDUM TO INDEPENDENT AGENT'S AGREEMENT

If you choose to have your Life commissions annualized (applies to AWP only) at the percentage agreed to by you and Sons of Norway, here are the terms:

You may become indebted to Sons of Norway if the certificate that was annualized lapses within the first 13 months from issue. If a lapse occurs, Sons of Norway will apply first year commissions, renewals, or other compensation due or to become due to you to reduce your indebtedness until such indebtedness is paid. Any payments so applied will be reflected on your next commission statement.

Unless otherwise specifically provided, all debts due to Sons of Norway, including advances against commissions and other compensation, are payable on demand and are not recoverable solely from commissions or other compensation. If your contract with Sons of Norway ends, any indebtedness to Sons of Norway must be paid within fifteen days (15) of your final date of contract. If such indebtedness is not paid in accordance with the terms of this agreement, you agree to pay any and all costs of collection of indebtedness from you which is incurred by Sons of Norway including reasonable attorney fees.

If the IAA either directly or indirectly causes any certificate on which the IAA has received first year commissions to be replaced by a certificate with another company within two years from its date of issue, the IAA agrees in such an event to return to the Society the entire first year commission so received. This obligation to return a portion of commission shall apply whether or not the Agreement is still in force.

Sons of Norway reserves the right to review your life and annuity production, placement, and persistency rates at regular intervals and make adjustments and/or reductions to your compensation schedule with 30-day notice.

Sons of Norway has the right to terminate the annualization of commissions at any time.

SONS OF NORWAY

INDEPENDENT AGENT (IAA)

By _____

By _____

Chief Operating Officer

Assignment of Commissions

WITH SONS OF NORWAY



**SONS of
NORWAY**

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Toll-free: 833-707-0012
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ASSIGNMENT OF COMMISSIONS

For consideration, the receipt of which is acknowledged, _____,
Assignor Name
_____, ("Assignor") assigns to _____,
Assignor SSN# Assignee Name Assignee Tax ID
Assignee"), all rights to first year commissions, overrides, renewals, and service fees on certificates of insurance
issued by **Sons of Norway** ("Society") subsequent to _____ and upon which Assignor is listed
Effective Date
as the agent.

Society is hereby authorized to recognize Assignee's rights to such assigned first year commissions, overrides, renewals, and service fees and to make checks for such commissions payable to the exclusive order of Assignee. Payment by Society to Assignee shall be a full discharge and release of any rights of Assignor against Society with respect to such monies.

Assignor and Assignee represent that Assignee is a licensed insurance agent/entity to whom commissions for the sale of insurance certificates may lawfully be paid per the laws in the state or states in which Assignor sells or solicits insurance.

This Assignment is subject to Society's offset rights and first lien upon Assignor's compensation as set forth in the Independent Agent Agreement between Society and Assignor.

This Assignment will terminate upon notice sent by Assignee to Sons of Norway. Upon receipt of a copy of such notice, Sons of Norway will no longer recognize Assignee's rights hereunder.

DATED: _____

Signature Assignor – *Producer Name, (SS#)*

Signature Assignee – *Agency Name, (TaxID #)*

Printed Name and Title of Officer

RECEIVED: Sons of Norway

BY: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | Exempt payee code (if any) _____ |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | Exemption from FATCA reporting code (if any) _____ |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.