



# CBIZ / NATIONWIDE FINANCIAL Fill-Able Contracting/Appointment Forms

## When do I submit CBIZ/NATIONWIDE Appointment Paperwork?

- Appointment paperwork and new business application can be submitted concurrently except in the states listed below.
- **NOTE:** NATIONWIDE is restricted in **GEORGIA, LOUISIANA, MONTANA, NORTH CAROLINA** and **UTAH**; agent(s) must be appointed “PRIOR” to solicitation of the life insurance application.

## Where do I submit CBIZ/NATIONWIDE Appointment requirements?

- Please forward all completed forms directly to CBIZ Life Insurance Solutions, Inc.
  - Fax 858.444.3157
  - OR
  - Email: [srlicensing@cbiz.com](mailto:srlicensing@cbiz.com)

## Who should I contact for contracting and/or appointment inquiries?

- Please contact our Producer Services Department

Email: [srlicensing@cbiz.com](mailto:srlicensing@cbiz.com)

Phone: 800.422.7536

Fax: 858.444.3157

Mail: 10616 Scripps Summit Court, Suite 210  
San Diego, CA 92131

## What requirements must be submitted for a CBIZ/NATIONWIDE Appointment?

- NATIONWIDE Financial Brokerage General Agent Information Form (pgs 1&2)
  - Release Authorization
  - Independent Agent Agreement (only required if agent receiving commissions directly)
- Current Resident Life License and License in the state of sale
- Proof of Errors & Omissions – Certificate of Liability must indicate the following...
  - Insurance carrier name providing the coverage and policy number
  - Agent’s name as the insured and/or certificate holder
  - Amount of Coverage [\$1M or more annual aggregate]
  - Effective date and expiration date

**Proof of Anti-Money Laundering (AML) training completion within one year**



CBIZ Life Insurance Solutions, Inc

**Producer Services Department**

10616 Scripps Summit Ct., Suite 210 • San Diego, CA 92131

Phone: 800.422.7536 • Fax: 858.444.3157

Email: [srlicensing@cbiz.com](mailto:srlicensing@cbiz.com)



# NATIONWIDE FINANCIAL BROKERAGE GENERAL AGENT INFORMATION FORM

NATIONWIDE LIFE INSURANCE COMPANY • NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY  
P.O. Box 182835, Columbus, Ohio 43218-2835 • 1-888-767-7373 • Ext. 51030 • Fax Number: 1-866-284-5396 • nationwide.com

## SECTION 1: DEMOGRAPHIC INFORMATION: Complete section in its entirety

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
EXACTLY AS SHOWN ON STATE LICENSE

Social Security Number: \_\_\_\_\_ States to be appointed: \_\_\_\_\_  
MUST HAVE VALID STATE LICENSE

Business Address: \_\_\_\_\_  
STREET ADDRESS OR P O BOX (COMMISSION MAILING ADDRESS) IF APPLICABLE

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Business Telephone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
STREET ADDRESS

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code: \_\_\_\_\_

Residential Telephone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

## SECTION 2: ADDITIONAL INFORMATION

**Employment History for last 5 years (Please attach separate sheet if necessary):**

Employer:	Position:	Start Date:	End Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## SECTION 3: COMMISSIONS

Will you be receiving commissions directly?  Yes  No **If "Yes" an additional agreement is required.**  
**If "No" commissions will be paid to Agency.**

Are you an Officer or Owner of a business entity/general agency?  Yes  No If yes, Name: \_\_\_\_\_

## SECTION 4: BACKGROUND INFORMATION

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control. (Note: If you answer "Yes" to any question you must provide complete details and explanations on a separate sheet of paper and provide supporting documentation (i.e. court documents, settlement agreements)).

A. Have you completed AML Training conducted via an external vendor or in house? .....  Yes  No

If via External Vendor: \_\_\_\_\_ If In House (firm training): \_\_\_\_\_

B. Have you ever been convicted of, pled no contest to, or are currently under indictment for any criminal felony or misdemeanor (excluding minor traffic violations) including, but not limited to, any activity involving the financial services industry? .....  Yes  No

C. Is there any criminal indictment or proceeding pending against you? .....  Yes  No



**SECTION 4: BACKGROUND INFORMATION (cont'd)**

- D. Are you currently under investigation by any legal or regulatory authority?.....  Yes  No
- E. Have you ever had a complaint filed against you that resulted in a fine, penalty censure, cease and desist order, consent order or disciplinary action? .....  Yes  No
- F. Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company? .....  Yes  No
- G. Are you the subject of any investigation, pending complaint, arbitration, or civil or criminal charge that has not already been disclosed to any securities, banking or insurance authority on the Form U-4, U-5 or any other required document? .....  Yes  No
- H. Have you ever been suspended, disqualified, disciplined, or terminated for cause by any former employer/organization, state, federal or self-regulatory agency? .....  Yes  No
- I. Have you ever had an appointment canceled by an insurance company for reasons other than lack of production? .....  Yes  No
- J. Have you ever been discharged or requested to resign from any employment, or have you ever been barred or suspended from any employment by any legal or regulatory authority? .....  Yes  No
- K. Has any Federal or State Regulatory Agency ever: Found you to have made a false statement or omission or been dishonest, unfair or unethical? .....  Yes  No
- L. Has any Federal or State Regulatory Agency ever: Found you to have been involved in a violation of investment- OR insurance-related statutes or regulations? .....  Yes  No
- M. Has any Federal or State Regulatory Agency ever: Found you to be the cause of an investment- OR insurance-related business having its authorization to do business denied, suspended, revoked or restricted? .....  Yes  No
- N. Has any Federal or State Regulatory Agency ever: Entered an order against you in connection with an investment- OR insurance-related activity? .....  Yes  No
- O. Are you involved in any pending or current litigation, investigations, complaints, or E & O claims or has any E & O carrier denied, paid claims on, or canceled your coverage? .....  Yes  No
- P. Have you ever had any of the following:
  - sought protection from creditors.....  Yes  No
  - declared bankruptcy .....  Yes  No
  - a lien or judgment.....  Yes  No
  - a creditor charge off an account/payables as bad debt or uncollectible .....  Yes  No
  - had any other problems in your credit history .....  Yes  No

**PLEASE NOTE**-All calls to our Sales and Service Center may be recorded to ensure excellent service.

**SECTION 5: SIGNATURE**

I, \_\_\_\_\_, hereby authorize Nationwide, its affiliates and subsidiaries including its agents, to make an independent investigation of my background, references, character, past employment, education, criminal or police records, disciplinary matters including those mandated by public and private organizations, the central registration depository ("CRD"), the investment adviser registration depository ("IARD"), and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

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

I affirm that all of the information provided on the foregoing statement is true, accurate and complete to the best of my knowledge. Should any of the information change, I will promptly notify Nationwide in writing.

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Date



## INDEPENDENT AGENT AGREEMENT

This Independent Agent Agreement (“Agreement”) is effective this \_\_\_ day of \_\_\_\_\_, 201\_, by and among Nationwide Life Insurance Company, Nationwide Life and Annuity Insurance Company (hereinafter individually and collectively referred to as “Nationwide”), \_\_\_\_\_ (hereinafter referred to as the “Agent”) and \_\_\_\_\_ (hereinafter referred to as the “Distributor”).

The parties to this Agreement agree to the following terms and conditions:

**Distributor.** For purposes of this Agreement the Distributor is the person, partnership, or organization licensed with Nationwide that recommends the Agent appointment with Nationwide and may provide assistance to the Agent for sales and service related to insurance coverage issued by Nationwide. The Distributor agrees to enter into a Master Distributor Agreement or Master Sub-Distributor Agreement (collectively, the “Distributor Agreement”) with Nationwide that is independent of this Agreement. This Agreement will not be effective unless the Distributor has entered into a Master Distributor Agreement or Master Sub-Distributor Agreement with Nationwide.

**Expectation.** Nationwide expects quality life insurance business with excellent persistency from the Agent. This can be achieved by soliciting business in a professional and ethical manner, by providing customers with an assessment of the need for Nationwide policies and by timely servicing policyowners. The Agent expects Nationwide to provide competitive policies, marketing support, and responsive and timely service.

### Authority

(a) **Appointment.** Nationwide hereby authorizes the Agent:

- (1) to solicit, after being properly licensed under state law and appointed under existing Nationwide guidelines, application for life insurance policies on behalf of Nationwide using forms, rates and guidelines provided by Nationwide.
- (2) To insure all policies sold are suitable for each individual insured/owner.
- (3) to promptly deliver policies when the conditions governing such delivery have been met.
- (4) to collect the initial modal premium necessary to place in force or to reinstate a policy in the form of a check payable to Nationwide, or another form of payment agreed to by Nationwide, following all applicable state and/or federal laws and regulations.
- (5) to service the policyowner.

- (b) **Company Independence**. Each life insurance company's policies are separately underwritten and are the sole obligation of the issuing insurer.
- (c) **Relationship with Nationwide**. The Agent is an independent contractor and not an employee of Nationwide.
- (d) **Instructions**. The Agent agrees to abide by the terms and conditions of this Agreement. In performing its obligations under this Agreement, Agent shall comply with all lawful rules, practices, instructions, regulations, procedures and guidelines (collectively, the "Instructions") as may be established by Nationwide from time to time and of which Agent has received notice. Company will provide notice to Agent of Instructions and any changes thereto by the same method Nationwide communicates with its field force and not in accordance with the notice provisions set forth in this Agreement.
- (e) **Limitation of Authority**. The Agent's authority shall extend no further than as stated in this Agreement. The Agent shall not:
  - (1) make, waive, or change any questions, statements, or answers on any application for an Agent contract, the contract itself or any application for insurance, the terms of any receipt given thereon, or the terms of any policy or contract;
  - (2) extend or waive any provision of any policy or the time for payment of premiums;
  - (3) deliver any policy unless the health of the insured(s) is substantially unchanged from the date of the application;
  - (4) incur any debts or liability for or against Nationwide;
  - (5) receive any money for Nationwide except premiums as authorized in section (a) (4) above, in the form of a check payable to Nationwide;
  - (6) misrepresent, or fail to disclose accurately, the terms or nature of Nationwide's policies;
  - (7) pay any premiums on policies other than the Agent's own, the Agent's immediate family members, or for which the Agent is fiduciary;
  - (8) solicit business in a state where the policy is not approved for sale;
  - (9) violate any published Nationwide policy on viatical sales;

- (10) violate any applicable federal or state laws and/or regulations;
  - (11) violate any lawful rules, practices, instructions, regulations, procedures and guidelines as may be established by Nationwide from time to time and of which Agent has received notice.
- (f) **No Rebating.** The Agent shall not, whether or not permitted by law, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly.
- (g) **Sales Promotion.** No advertising or sales material referencing Nationwide policies or Nationwide may be used without Nationwide's prior written consent.
- (h) **Errors and Omissions Coverage.** The Agent shall obtain and maintain a professional errors and omissions liability policy with minimum limits as published from time to time by Nationwide. To the extent not covered by liability insurance, each party ("Indemnitant") shall hold harmless and indemnify the other party ("Indemnitant"), its subsidiaries and affiliates, from any and all expenses, costs, causes of action, penalties and damages resulting from or growing out of acts or omissions by either party that results in a loss.
- (i) **Compliance.** The Agent shall abide by all applicable local, state and federal laws and regulations in conducting business under this Agreement. The Agent also agrees to promptly report to Nationwide any and all customer or regulatory complaints of which the Agent has knowledge.
- (j) **Books and Records.** The Agent shall maintain, and Nationwide shall have the right to inspect and audit, all records and documents relating to the business of Nationwide conducted by the Agent, or the Agent's employees. This provision shall survive any termination of this Agreement.
- (k) **Territory.** This Agreement does not confer any exclusive right or territory upon the Agent.
- (l) **The Violent Crime Control and Law Enforcement Act.** The Agent represents and warrants to Nationwide that neither the Agent, nor any Agent, employee or the Agent's representative providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Agent agrees to defend and indemnify Nationwide with respect to any action brought against Nationwide to the extent that such action is based upon a claim that the engagement by Nationwide of the Agent or any such Agent, employee or the Agent's representative violated any state or federal proscription against such engagement, including but not

limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.

- (m) **Investigations; Customer Complaints.** The Agent agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the policies, Nationwide, or the Agent. The Agent shall permit appropriate federal and state insurance and other regulatory authorities to audit the Agent's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Agent is complying with all applicable laws and/or regulations. The Agent agrees to notify Nationwide of any customer complaints with respect to policies and to cooperate with Nationwide in resolving all customer complaints with respect to the policies, or the Agent.

## **Compensation**

- (a) **Generally.** Nationwide agrees to pay compensation as set forth on the compensation schedules attached to this Agreement ("Compensation Schedule").
- (b) **Modifications.** The Compensation Schedule may be modified or amended by Nationwide at any time without notice except as to Nationwide policies issued prior to the date of the change. Any changes to commission rates shall apply to all premiums applied to policies issued as of or after the effective date of the change. Notice of changes to the Compensation Schedule may be made through US Mail, email, facsimile, internet, or other form of electronic communication. Nationwide agrees to use its best efforts to provide reasonable written notice of such changes, if any.
- (c) **Payment Procedure.** Compensation shall be made payable directly to the Agent on behalf of the Distributor. For the avoidance of doubt, Nationwide shall not be responsible for such payments and shall not be liable for the fulfillment of any obligation of the Distributor to the Agent.

Nationwide will provide to the Agent, as an independent contractor, a 1099 and is not responsible for any tax withholding.

Agent agrees to accept all commission payments via Automated Clearing House ("ACH") to the account specified below.

Bank Name \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account # Of Recipient: \_\_\_\_\_  
Account Type: \_\_\_\_\_  
(Checking or Savings)

- (d) **No Vesting; Trail Commissions.** Compensation is not vested. All trail commissions, if any, shall be paid by Nationwide to Agent with respect to all policies where Agent is listed as the agent of record on or before the date of termination of this Agreement. In the event Nationwide receives notification to transfer a policy paying trail commissions to a new agent, all subsequent trail commissions as of the calendar quarter in which the transfer took place, will be paid to the new agent of record. In the event a policy paying trail commissions is surrendered, rescinded or otherwise canceled (“Terminated”), no trail commissions will be paid for the calendar quarter in which the policy is Terminated. This section (d) shall not be in derogation of any right of offset or other remedy Nationwide may have with respect to monies owed by Agent or by the new agent of record.
- (e) **Chargebacks.** The Agent is personally responsible for funds due to Nationwide, including, but not limited to chargebacks, as described in the Compensation Schedule.
- (f) **Right of Set-Off.** With respect to any compensation owed by Nationwide to the Agent, Nationwide shall have the right to set off against and deduct from such compensation (i) any monies or indebtedness due and owing by the Agent to Nationwide, and (ii) any damages, costs or expenses incurred by Nationwide arising out of a breach of this Agreement by the Agent.
- (g) **Other Restrictions.** The following additional restrictions shall apply:
- (1) No applications will be accepted on policies which are not approved in the state where written.
  - (2) Nationwide reserves the right to reject any applications submitted under this Agreement.
  - (3) Nationwide may in its discretion settle any claim of applicants, policyowners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the policy.
  - (4) In order to receive any compensation the Agent must be licensed and appointed with Nationwide in the policy’s state of issue at the time of policy issue.
  - (5) The Agent is not eligible for any benefits provided by Nationwide.
- (h) **Distributor Compensation.** Compensation due to the Distributor shall be payable directly to the Distributor by Nationwide, or as necessary to meet all applicable legal requirements, to the licensed Distributor affiliate. Payments shall be made in accordance with the Distributor Agreement and the compensation schedules attached thereto; subject to compensation payable to the Agent, and/or Sub-Distributor, as applicable.



- (i) Notwithstanding any other provisions of this Agreement, Nationwide shall not be obligated to pay any compensation which would be in violation of the applicable laws, rules or regulations of any jurisdiction.

## **Change or Termination**

- (a) **Changes**. Nationwide may at any time and from time to time:

change or modify this Agreement, including the Compensation Schedule, as set forth in subsection (b) Modifications of the Compensation provision, by giving Agent written notice of the change or modification; modify or amend any policy form; fix minimum and maximum limits on the amount for which any policy form may be issued; modify or alter the conditions or terms under which any policy forms may be sold; discontinue or withdraw any policy from any state, without prejudice to continue such form elsewhere; and cease doing business in any state.

- (b) **Termination**. This is an at-will Agreement; this is not a contract for a definite term or period of time.

- (1) **Without Cause**. Any party to this Agreement may terminate the Agreement without cause upon 30 days' written notice to the other parties.

- (2) **For Cause**. Nationwide may terminate this Agreement for cause at any time, without prior written notice, if the Agent:

- i. fails to comply with the laws or regulations of any state or other governmental agency or body having jurisdiction over the sale of insurance or securities;
- ii. misappropriates or commingles any money or property belonging to Nationwide or a policyholder;
- iii. subjects Nationwide to any actual or potential liability due to misfeasance, malfeasance, or nonfeasance;
- iv. commits any fraud upon Nationwide or a policyholder, or misrepresents policy benefits, provisions or premiums, or misrepresents any information on a Nationwide application or required form;
- v. has an assignment for the benefit of creditors;
- vi. files a voluntary petition in bankruptcy or for reorganization or is adjudicated as bankrupt or insolvent;

- vii. has a liquidator or trustee appointed over its affairs and such appointment shall not have been terminated and discharged within sixty (60) days of such appointment;
- viii. fails to reimburse Nationwide for monies owed; or
- ix. commits a material breach of this Agreement or published Nationwide policy relating to Agent conduct.

In the event of termination of an Agent for cause, no commission, fees or other compensation accruing on or after the date of the violation or act giving rise to termination for cause shall be paid to the Agent.

(3) **Automatic Termination.** This Agreement automatically terminates upon:

- i. the Agent's death or inability to perform the Agent's responsibilities under this Agreement;
- ii. failing to maintain in force specified amounts of a professional errors and omissions liability policy;
- iii. inducing or attempting to induce Nationwide policyowners to relinquish or replace Nationwide policies with such frequency as to indicate a pattern of inappropriate activity; or
- iv. failure to maintain all State and Federal licenses, registrations, and/or appointments as required by the individual regulating entities/jurisdictions.

(4) **Policyholder Access Termination.** Upon termination of this Agreement, Nationwide may, at its sole discretion, terminate Agent's access to policy owner or policyholder records.

(c) **Indebtedness.** Termination will not dismiss or reduce any indebtedness the Agent owes Nationwide, its subsidiaries or affiliates.

(d) **Company Property.** All Nationwide supplied material, including but not limited to, manuals, forms, supplies, sales brochures, software, or lists of policy owners or insured persons shall be and remain the property of Nationwide and shall not be shared with, or made known to, any third party without the written consent of Nationwide. Upon termination of this Agreement for any reason, the Agent agrees:

- (1) to assemble and deliver promptly to Nationwide all such material (including copies) whether such be in hard copy form or otherwise; and

- (2) not to use any such material for the Agent's commercial purposes or for that of any other entity.

## **Indemnification**

Agent agrees to indemnify and hold Nationwide, their officers, directors, employees and representatives harmless from any and all losses, claims, damages, liabilities or expenses to which Nationwide may become subject under any statute, regulation, common law or otherwise, insofar as such losses, claims, damages, liabilities or expenses relate directly to the sale of the policies and arise as a direct consequence of:

- (a) any material misrepresentation or omission, or alleged misrepresentation or omission involving the sales subject to this Agreement, provided that such misrepresentations or omissions are not caused by Nationwide;
- (b) any failure by Agent, whether negligent or intentional, to perform the duties and discharge the obligations contemplated in this Agreement;
- (c) any fraudulent, unauthorized or wrongful act or omission by Agent;
- (d) Agent's misuse, modification and/or unauthorized use of the Marks or any claims that the Marks or materials provided to Nationwide by Agent pursuant to this Agreement constitute an infringement of title, copyright, trademark or other intellectual property rights of a third party, or piracy, plagiarism, or unfair competition or idea misappropriation under implied or express contract or any other cause of action in any way related to the Marks or materials provided to Nationwide by Agent pursuant to this Agreement; and
- (e) any and all actions conducted on the part of Agent resulting from a finding by any regulatory agency with jurisdiction over Nationwide that a sale of a policy was unsuitable.

In the event that Nationwide is compelled or agrees to pay any amount in the settlement of any claim, judgment, arbitration or similar action pursuant this Section, Agent shall reimburse Nationwide. Nationwide, in the alternative, may deduct the amount of such reimbursement obligation from any sales compensation subsequently payable to Agent.

The Agent shall not be liable, as the indemnifying party pursuant to this Section, to the extent that the losses, claims, damages, liabilities or legal expenses incurred by Nationwide arise out of Nationwide's willful misfeasance, bad faith, or gross negligence in the performance of its duties, or through the reckless disregard of its duties, under this Agreement.

The Agent will promptly notify Nationwide of the commencement of any litigation or proceedings, or the assertion of any claim or any material

inquiries related to the duties set forth in the Agreement. The indemnifying party shall have control of the defense of any such action, including appeals, and of all negotiations relating thereto, including the right to effect the settlement or compromise thereof.

Nothing in this Section shall preclude the parties from exercising any other rights and remedies that may be available to them at law or in equity.

### **Anti-Money Laundering**

The Agent shall comply with all applicable and effective anti-money laundering (AML) laws, regulations, and rules including the Bank Secrecy Act as amended by Title III of the USA PATRIOT Act, its implementing regulations, and related rules promulgated by applicable regulators. The Agent shall also comply with the laws and regulations administered by the Office of Foreign Assets Control ("OFAC"). Collectively, these laws and regulations include requirements to establish a written AML program, designate an AML officer, report suspicious activities involving policies and/or contracts to both Nationwide and regulators, scan records as required by OFAC, and make its AML program available to Nationwide and regulators.

The Agent shall report to Nationwide, without any undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers and involving the policies and/or contracts. Notice shall be made to the AML Compliance Director by fax to the number stated in the Notice Section of this Agreement. The Agent shall ensure that any activity reported to Nationwide remains confidential and that any report submitted to Nationwide and/or any information related to such report is not disclosed to the customer(s) involved in such report or to any third party. Providing notice to Nationwide of any suspicious activity shall not relieve the Agent of any duty it may independently have to report suspicious activities.

If any investigation arises under this Section involving policies and/or contracts under this Agreement, the Agent agrees to fully cooperate with Nationwide in the investigation. The Agent will cooperate even if the investigation commences or continues after this Agreement is terminated.

### **Privacy/Confidentiality of Information**

(a) **Confidential Information.** For purposes of this Section, "Confidential Information" means any data or information regarding proprietary information, information identified as Confidential, or information that a reasonable business person would understand to be confidential. This includes, but is not limited to customer information.

Confidential Information does not include information that (a) was in the public domain prior to the date of this Agreement or subsequently came

into the public domain through no fault of the receiving party or by violation of this agreement; (b) was lawfully received by the receiving party from a third party free of any obligation of confidence of such third party; (c) was already in the possession of the receiving party prior to the receipt thereof directly or indirectly from the disclosing party; (d) is required to be disclosed pursuant to applicable laws, regulatory or legal process, subpoena or court order, or (e) is subsequently and independently developed by employees, consultants or agents of the receiving party without reference to or use of the Confidential Information disclosed under this Agreement.

- (b) **Customer Information.** For purposes of this Section, “Customer Information” means any non-public personally identifiable information as defined in the Gramm-Leach-Bliley Act and the rules and regulations promulgated thereunder.

Customer information shall not include information that is not personally identifiable, “de-identified information”. “De-identified Information” may be used by Nationwide and/or its service providers, either alone or in aggregate, for research, studies, and for other business purposes.

- (c) **Confidentiality Obligation.** Each party warrants to the other that it shall not disclose or use any Confidential Information, which it may acquire in the performance of this Agreement, for any purpose other than to fulfill its contractual obligations under this Agreement. Additionally, each party shall maintain the other party’s “Confidential Information” with reasonable care, which shall not be less than the degree of care it would use for its own such information. Further more, each party agrees to comply with all applicable privacy laws, rules, regulations and ordinances.

This section shall survive and continue in full force and effect notwithstanding the expiration or termination of the Agreement.

## **General Provisions**

- (a) **Non-Waiver.** Failure of Nationwide to require strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions nor affect the right of Nationwide thereafter to require such compliance.
- (b) **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or the officers of the corporation who are licensed and appointed with Nationwide.

- (c) **Prior Contracts.** This Agreement shall supersede any and all prior contract(s) between the Agent and Nationwide, however, any outstanding indebtedness shall survive.
- (d) **Service of Process.** The Agent is not an authorized agent or representative of Nationwide to accept service of legal process, and therefore, the Agent should not accept services. If, however, any paper is served upon the Agent, the Agent shall fax or send by certified mail the same to Nationwide General Counsel by certified mail within 24 hours after receipt.

**Notice**

Communications sent pursuant to provisions of this Agreement shall be in writing, shall be delivered personally or sent by U.S. mail, facsimile, or commercial courier and shall be deemed given upon mailing. However, any notice of change of address shall be deemed given only upon receipt by the party to be notified.

If to Nationwide: Nationwide Life Insurance Company  
and/ or  
Nationwide Life and Annuity Insurance Company  
Attn: Vice President, Individual Annuity Operations  
5100 Rings Road, RR1-06-C6  
Dublin, OH 43017

If to Nationwide  
(AML or OFAC  
reporting only): Nationwide Life Insurance Company  
and/or  
Nationwide Life and Annuity Insurance Company  
Attn: Office of Compliance  
One Nationwide Plaza, 1-33-401  
Columbus, OH 43215  
Phone: (614) 249-8690  
Fax: (614) 249-3812

If to NISC: Nationwide Investment Services Corporation  
Attn: AVP- Compliance  
One Nationwide Plaza, 1-07-11  
Columbus, OH 43215

If to The Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Distributor: ~~AAA~~ \_\_\_\_\_  
~~AAAAAAAAAA~~ \_\_\_\_\_  
\_\_\_\_\_

## **Effective Date**

This Agreement shall take effect when the following conditions are met:

- this Agreement is signed by a Vice President of Nationwide;
- this Agreement is signed by a representative of Agent authorized to bind the Agent;
- the Agent has satisfied the licensing requirements of the state(s) where the Agent proposes to market Nationwide's products;
- The Agent has produced business on behalf of Nationwide.

## **Governing Law**

This Agreement shall be governed by the laws of the State of Ohio.

## **Entire Contract**

The foregoing represents the entire contract between the parties and no party shall be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing, signed by a Vice President of Nationwide and in the case of the Agent a party authorized to bind the Agent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

\_\_\_\_\_  
(The Agent)

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

Title: \_\_\_\_\_

**NATIONWIDE LIFE INSURANCE COMPANY  
NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY**

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

Title: Associate Vice President



**RELEASE AUTHORIZATION AND  
FAIR CREDIT REPORTING ACT DISCLOSURE  
[FOR CONDUCTING BUSINESS TRANSACTIONS]**

I \_\_\_\_\_ am requesting an appointment with Nationwide and acknowledge Nationwide may now, or at any time while a business relationship exists, make an independent investigation, including an investigative consumer report, of my background, references, character, past employment, education, criminal or police records, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for appointment.

Please be advised that you have the right to request, in writing, within a reasonable time, that Nationwide make a complete and accurate disclosure of the nature and scope of the information requested.

In the event that information from the report is utilized in whole or in part in making an *adverse decision*, before making the adverse decision, Nationwide will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Consumer Financial Protection Bureau's web site ([www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore)) or by writing to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

**By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Nationwide or any of its affiliates. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my business relationship.**

**For Maine and New York Applicants Only**

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

**Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.**

**For Washington Applicants Only**

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

**For California, Minnesota, and Oklahoma Applicants Only**

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**\*California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_