



ADVISOR/AGENT APPOINTMENT

FAX TO: (703) 832-8685
(Private Digital Fax)

Personal & Confidential Agent Information		**ALL Information is Required** Print Legibly		Date Completed
Name (first, middle, last)		Birth Date	Social Security Number	
Home Address (include apt. or unit #)		City, State, Zip		
Home Phone Number ()		EMAIL Address (primary):		
Business/Employer		Corporate Title		
Business Address (MUST have physical address – NO PO Box Addresses)		City, State, Zip		
Business Phone Number ()	Business Fax Number ()	Cell Phone Number ()		

It is recommended that you obtain a North Carolina Life, Health, & Annuity license due to the 501(c)(3) public foundation, the NISS Foundation, Inc. (NISS™) being domiciled in North Carolina. NISS™ will obtain and legally own the annuity contract/policy(ies) that are purchased and as such ALL contracts will be NC based contracts.

ERRORS AND OMISSIONS COVERAGE	
Do you carry Errors and Omissions Coverage?	Yes No Insurer:
Deductible:	Insuring Limits: Amount of Coverage:



NISS™ AUTHORIZED ADVISOR/AGENT AGREEMENT as NISS Pro™

This Agreement is between _____ (referred to as “you,” “your,” and “Agent”) and the NISS Foundation, Inc. (referred to as “we,” “our,” and “NISS™”). List any affiliated or company you own: _____ FEIN#____-_____.

I. RELATIONSHIP

1. Your relationship with NISS™ is as an independent contractor referring clients and not as an employee.
2. You are free to exercise your own judgment in determining when, how, and to whom you offer NISS™. You choose the time, place and manner of the referral, but you are to conform to state and federal law and regulation and to the compliance that surrounds the ethical offerings of the NISS Foundation, Inc. (NISS™).
3. You agree to and will be licensed to engage in life & health insurance related activities (i.e. annuity products), specific to fixed life and annuity products (and variable so long as appropriately licensed to do so) within the state the application is made. **You should become licensed in the state of NORTH CAROLINA so that you may go on annuity policies as agent.**
4. You agree to NEVER compete with NISS™ or convey any learned operational information to those that may attempt such.
5. You agree to only utilize the NISS™ brand with permission and license of NISS™ as authorized.

II. DUTIES

We authorize you to:

1. Solicit and submit referral business for participants/ annuitants for participation in NISS™ programs. This means that NISS™ will handle ALL **NISS Asset Exchange®/Charitable Installment Bargain Sale® advising details.**
2. Service and help us keep in force the policies you become party to as co-agent with our advising firm Wealth Advisors and our AIG Financial Advisors, adjoined with the OWNER of each policy (which will always be the NISS Foundation, Inc. – aka: NISS™)
3. NISS™ shall ALWAYS pay the initial premium by way of assignment for any policy sold. NISS™ shall serve as the OWNER of each application made.
4. NISS™ shall ALWAYS deliver all monies received/ collected for NISS™ participants/ annuitants to the financial institution to secure and protect us, the NISS Foundation, Inc., the fiduciary responsible to hold and distribute all such money until delivery thereof.
5. Make such reports and complete such training as we deem necessary for efficient understanding of NISS Asset Exchange®/Charitable Installment Bargain Sale® through NISS™ and full compliance with laws, regulations and our policies and procedures of the appointed state(s) of record.

III. LIMITS ON AUTHORITY

You DO NOT have the authority to and you SHALL NOT:

1. Interfere with any person’s business relationship with NISS™.
2. Incur any debts or liabilities against us, in our name, or on our behalf.
3. Represent that you are an employee, a joint venturer of NISS™ other than use of the term “NISS Pro™”.
4. Accept risks, make contracts, or bind NISS™ in any way.

Initial: _____



III. LIMITS ON AUTHORITY (cont'd)

5. Promise reinstatement of any policy, coverage, or investment or promise matters allowable only by the administrators of NISS™.
6. Allow extra time to fund an investment, make payments, or communicate with the insurance carrier FOR ANY REASON without NISS™ knowledge. NISS™ shall ALWAYS have primary communication duties with the insurance carrier or financial institution used.
7. Give legal advisement – this is done by NISS™ legal counsel directly to the client when properly retained to do so.
8. Give annuitants, applicants, or insureds credit in any way or in any way make them feel as they are the policy owner.
9. Start legal actions in our name.
10. Communicate with NISS Asset Exchange®/Charitable Installment Bargain Sale® participants without including us in said communication.
11. Use any sales aids, brands, or advertising materials, other than those we supply or authorize to be allowable, without our express written approval.
12. Personally pay any party (rebate) for their participation in NISS™.
13. Collect any monies unless we so authorize it. The reason for this is to insure any funds collected are executed correctly.
14. Endorse any negotiable instrument intended for or made payable to NISS™.
15. Compete with NISS™ by way of the creation of your own NISS Asset Exchange®/Charitable Installment Bargain Sale® by Foundation, or any adjoined effort to do so whether direct or indirect. This includes use of copyrighted NISS™ marketing materials, sales aids or presentation materials to include legal offers and illustrations from NISS™.
16. Divulge any learned proprietary or protected or operational details of information of NISS™.
17. In any way defame NISS™ or NISS™ employees or those that represent such.
18. Impede our ability to service our clients once they become participants to NISS™.
19. In any way make claim that NISS™ participants are deemed your exclusive clients. NISS™ participants are the property of NISS™ and it is NISS™ that becomes your client as NISS™ is the buyer of any placed funds.

V. TERRITORY

You do not have an exclusive territory nor may claim such. However, we will do our best to protect alliance and planner relationships that are established by NISS Pros to assure they are properly given the credit they deserve.

VI. COMPENSATION

1. For your services for us, you will receive payment of commissions and fees paid directly through your appointment contract with the insurance carrier or financial institution selected by the NISS™ for suitability. We do not control your hierarchy nor pay commissions directly. These commissions are shared by both you the advisor and a licensed representative of NISS - directly represented on the application for the agreed percentage/share arrangement herein.
2. We reserve the right to change the compensation schedule or replace it with a new or different schedule at any time. Changes or replacements will not affect business applied for or sold prior to the effective date of the change or replacement.
3. No payments or commissions will be made until the supporting annuity policy has been funded and paid by the insurance carrier.

Initial:



VI. COMPENSATION (cont'd)

4. ALL agents shall adhere to our national agent-share commission split arrangement with our financial counsel Wealth Advisors™ which will be considered co-agent of record on all applications: Your agent-share percentage will be:

- **70% of the product paid commissions on your first/initial case. (30% to our advising firm)**
- **80% of the product paid commissions on all subsequent cases*. (20% to our advising firm)**

*To maintain your 80% agent share arrangement YOU MUST CLOSE TWO (2) CASES EACH CALENDAR year from the anniversary of your NISS™ appointment through the NISS Foundation, Inc. If you do not produce the minimum of two (2) cases, you fall back to the 70% agent-share level until such production does occur.

NISS™ and our financial counsel The Retirement Store™ will decide exactly what products will be used and allowed so to follow what is prudent and suitable to protect the foundation held/owned funds and meet the NISS Foundation's installment payout obligations, requirements, safeguards and responsibilities.

** NISS™ does not pay or compensate agents directly nor are we responsible for commissions afforded or not afforded under your insurance carrier or Broker/Dealer producer contract(s). Each licensed professional adheres to the producer contract they have established separate to NISS™. If you do not have a contract with a specific carrier, NISS™ can arrange one for you. It should be further understood that NISS™ will be doing all the work in relation to advisement of the NISS Asset Exchange®/Charitable Installment Bargain Sale® offers, proposals, analysis, and legal work with you simply providing client referral to NISS™, the legal owner of the investments it purchases and holds. In short, you receive a large and generous compensation by way of 70%-80% of the annuity carrier paid commissions on the product/policy funded and enjoy the engagement of a client that you would otherwise be unable to secure yourself.

VII. GENERAL PROVISIONS

1. *Errors and Omissions Coverage.* It is advised, but not required, that you maintain Errors and Omissions insurance with a carrier in amounts and with a deductible which are accepted or required by the insurance carrier. You agree to provide evidence that such coverage is in force if you carry such.
2. *Appointment to state of NORTH CAROLINA.* You agree that, to the extent allowed under applicable state law, you will seek and get appointed in the state of North Carolina to be able to sell insurance based (fixed and/or variable) annuities.
3. *Personal Liability.* You agree to indemnify us and hold us harmless from all losses, expenses, costs or damages we incur resulting from your acts or omissions and those of any agents you may manage specific that are improperly engaged in surrounding a NISS Asset Exchange®/Charitable Installment Bargain Sale®. YOU WILL NOT DIRECTLY ADVISE to NISS Asset Exchange®/Charitable Installment Bargain Sale® activities in ANY WAY and leave such advisement up to NISS™ and NISS™ legal counsel.
4. *Expenses.* You agree to be solely responsible for all your expenses and those of any sub-agents you may manage.
 - This includes mailing and courier costs surrounding the delivery of client correspondence and proposals.
5. *Loans.* NISS™ does not make loans for any reason at any time to appointed agents.
6. *Return of Premium.* If premiums are returned for any reason, you will then agree to return your commissions with respect to your carrier contract and appointment, or be responsible for the percentage that you are adjoined to on the application and release us from any debt thereto.
7. *Waiver.* Our failure to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
8. *Modification.* Any change to any part of this Agreement must be in writing and approved and signed by our President.
9. *Assurity of Property.* You agree to return all of our property upon demand or at this Agreement's termination. "Our Property" includes, without limitation, all manuals, supplies, applications, audio-visual materials, computer hardware and software and advertising and sales materials supplied by us and not owned by you.
10. *Assignment.* You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.

Initial: _____



VII. GENERAL PROVISIONS (cont'd)

11. *Endorsement by Company.* You agree that we may, and you authorize us to, endorse and deposit to our account any negotiable instrument made payable to you in payment of any outstanding debt, should a debt be owed.
12. *Governing Law.* This Agreement is subject to and is to be enforced and interpreted according to North Carolina law. All questions regarding this Agreement shall be determined in North Carolina, as NISS™ (The NISS Foundation, Inc.) is a North Carolina, non-profit organization and recognized federally as a public foundation/charity under 501(c)(3)).
13. *Indemnification: NISS™ fully indemnifies you* in the client relationship so long as you do not advise to the specific activities of the NISS Asset Exchange®/Charitable Installment Bargain Sale® or in any way undermine the authority of our legal counsel. We further indemnify your Broker/Dealer against any such liability in this relationship. It should be known by all that NISS™ is Public Foundation and non-profit organization that will be purchasing insurance based tax-deferred annuity contracts and that the relationship with you, the agent/advisor, and is your “client” when determining suitability. Furthermore, you are in no way advising to the NISS Asset Exchange®/Charitable Installment Bargain Sale® directly, but only the policy obtained by NISS™.
14. *No Change of Marketing Materials.* You agree to NEVER reproduce or attempt to amend, change or otherwise distort NISS™ marketing or training materials to you or those for distribution to the general public. Marketing materials have been approved by the legal counsel of NISS™ to be within the boundaries of the law and all jurisdictions that allow such within the United States and are protected via copyright. We completely hold the advisor and /or any associated Broker/Dealer harmless against the use of our marketing materials and deem them to be legally compliant.

VIII. TERMINATION

This Agreement may be terminated:

1. *By Notice.* You or we can terminate this Agreement for any reason by giving written notice to the other party.
2. *Upon Your Death.*
3. *For Cause.* We may terminate this Agreement immediately and without prior notice for any reason so long as it is done in writing. If you are terminated you shall be removed as an agent of record and thusly allow NISS™ to notify any and all insurance carriers and/or financial institutions to remove you as an agent of record from the placed insurance business managed by NISS™.
4. *Non-Compete.* Upon termination, it is understood and agreed that a non-compete status shall remain for a duration of 36 months from the NISS™ issued termination date.
5. *No further contact.* If terminated you may not communicate with a client that was brought to us for any reason without express written permission from NISS™.
6. *Copyright, brand or trademark infringement.* NISS™ will not tolerate this activity in any way and will terminate you for these actions and follow up with legal action.

Initial: _____



This Agreement supersedes any and all previous Agreements that may have been made between you and us and is determined to be the entire Agreement between you and us.

ACCEPTED:

By: _____ DATE: ____/____/_____
Signature of Intended NISS Pro® (Advisor/Agent)

REFERRED BY: _____

AUTHORIZED:

By: _____ DATE: ____/____/_____
Authorized Representative (signature)
for: The NISS Foundation, Inc. (NISS™)

Printed Name of Authorized NISS Foundation Representative: _____

>>>>>

This Agreement is effective ____/____/____ (certified date entered by NISS™ home office ONLY)

National NISS Pro™ # _____
(Issued & Provided by NISS™)

Name of advisor's Broker/Dealer (if so affiliated): _____

***Feel free to share this agreement with your broker dealer if you wish to use variable annuity.

Phone number: (____) ____ - _____ (Name) compliance officer: _____

CRD# _____ ** **You need not be Securities licensed for fixed annuity contract and commission sharing with financial counsel to NISS™, The Retirement Store™, however you must be appropriately licensed to sell such products and be licensed in the state of NORTH CAROLINA.**