



Employer Information Form

I. PROFILE & CONTACT INFORMATION

Plan Profile

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Employer Sponsor Name

Plan Name *(If different than employer or in a trust. If in a Trust, must match Trust Document)*

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Physical Address

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Mailing Address *(If different from the Physical Address)*

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City State Zip Code County

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Phone Fax Website

Employer Information

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Employer Tax Identification Number

Number of Employees

Employer Type:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Charter School | <input type="checkbox"/> Medical Entity | <input type="checkbox"/> For Profit |
| <input type="checkbox"/> Church | <input type="checkbox"/> Private School | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> College | <input type="checkbox"/> Public School | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Government Entity | <input type="checkbox"/> Technical School | |

Primary Contact for Plan Sponsor or Trustee

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Name Title

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Phone/Ext. Email

Authorized Signers for Plan Sponsor or Trustee

If plan is being self-administered or in case it will be in the future, please provide a list of those authorized to approve transactions. Note: if additional lines are needed, please provide separately and submit with this form.

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Printed Name Title

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Phone/Ext. Email

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Printed Name Title

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Phone/Ext. Email

II. TAX QUALIFICATION☐ 3121 (Additional forms required: 5854, 20635)☐ 401(a)☐ 401(k): (Complete Exhibit 4)Roth allowed ☐ Yes ☐ NoDid Advance Markets provide assistance in the design/sale of the plan? ☐ Yes ☐ No

Plan Effective Date _____

Plan Reporting Period: From _____ To _____

☐ 403(b): (Complete Exhibit 1)Roth allowed ☐ Yes ☐ NoAre you subject to ERISA? ☐ Yes ☐ No

If Yes, Plan Effective Date _____

Plan Reporting Period: From _____ To _____

☐ 403(b)(9) (Complete Exhibit 1)☐ 501(c)(3) (Requires IRS Letter of Determination. Complete Exhibit 1):Roth allowed ☐ Yes ☐ No☐ 412(e)(3) (Complete Exhibit 4 & 5)

Plan Effective Date _____

Plan Reporting Period: From _____ To _____

Trust ID: _____

☐ 457 (Complete Exhibit 2):Roth allowed ☐ Yes ☐ No☐ IRA☐ Traditional IRA (TRAD IRA)☐ Roth IRA☐ Simplified Employer Plan (SEP)☐ ORP☐ Simple IRA (Complete Exhibit 3)☐ Pension/Profit Sharing (Complete Exhibit 4)

Plan Effective Date _____

Plan Reporting Period: From _____ To _____

Trust ID: _____

Date of Issue of Contracts: _____

(Note: must be on or after plan effective date; specific date recommended to avoid mult billings))

☐ Traditional Defined Benefit (TDB) (Complete Exhibit 4)

Plan Effective Date _____

Plan Reporting Period: From _____ To _____

Trust ID: _____

☐ Non-Qualified☐ Other _____**III. PLAN ADMINISTRATION - FOR QUALIFIED PLANS**

(Note: Not applicable for IRA, SEP, Simple IRA, Non-Qualified)

☐ Plan Sponsor will self-administer this plan (If self-administrated or will be in the future, please complete the Authorized Signature section on page 1.)☐ Third Party Administrator will administer the Plan (If TPA, please complete the next section.)_____
Third Party Name_____
Third Party Name_____
Contact Name_____
Phone_____
Ext._____
Address_____
City_____
State_____
Zip Code_____
Email_____
Website_____
Fax

IV. REMITTANCE INFORMATION

How often will contributions be sent to NLG?

☐ Annually ☐ Weekly (52) ☐ Bi-Weekly (26thly) ☐ Semi-Monthly (24thly) ☐ Quarterly ☐ Monthly (If Monthly: ☐ 12 or ☐ 13)

If any months are to be skipped, please check them below:

☐ January ☐ February ☐ March ☐ April ☐ May ☐ June
☐ July ☐ August ☐ September ☐ October ☐ November ☐ December
Where are refunds to be sent? ☐ Plan Sponsor ☐ RemitterDo you have employer or matching contributions? ☐ Yes ☐ No**V. REMITTANCE**☐ Plan Sponsor will self-remit this plan (If self-remitted or will be in the future, please complete the Authorized Signature section on page 1.)☐ Third Party Administrator will remit the plan (If TPA, please complete the next section.)

Third Party Name

Contact Name

Phone

Ext.

Address

City

State

Zip Code

Email

Website

Fax

VI. HAVE YOU BEEN WORKING WITH A SPECIFIC FINANCIAL PROFESSIONAL/HOME OFFICE REPRESENTATIVE?

If so, please fill in as much information about that agent as possible.

Agent Name

Agent Annuity Number (begins with 5500)

VII. EMPLOYER SIGNATURE

- I am authorized to sign on behalf of the employer sponsoring this plan.
- By signing this form, you are authorizing the National Life Group to provide insurance information needed for plan administration directly to the TPA named above. The TPA must request the specific insurance information required for each occurrence by contacting lifecustomerservice@nationallife.com.

Printed Name

Title

Phone Number/Ext.

Email

Authorized Signature

VIII. NEXT STEPS

Send completed form to:

Attn: Plan Operations Team
Phone: 866-243-7174
Email: RPRUnit@nationallife.com
FAX: 214-638-9257

Remittance Info:**Wires/ACH** - Preferred and Expedited Method

JPMorgan Chase:
Wires: ABA #: 021000021
ACH: ABA #: 111000614
Account Name: Life Insurance Company of the Southwest
Account Number: 8805011770

Payment details should be emailed to InboundAnnuityPayment@nationallife.com

Details must include the policy number, annuitant's name, last 4 digits of SSN, paid amount in an excel, csv, or txt format.

Checks - Details must include the policy number, annuitant's name, last 4 digits of SSN, paid amount.
Submit annuity payments along with the details to:

National Life
PO Box 121109, Dept 1109
Dallas, TX 75312-1109

Important: Checks may take up to 10 business days to process.

The information above is for Annuities Only.

For life insurance in an ERISA Plan, send completed form to retirementservices@nationallife.com

INFORMATION SHARING AGREEMENT FOR 403(b), 403(b)(9), 501(c)(3) ONLY

Please execute and submit the Information Sharing Agreement with this form. Note: If available, you may submit your own (or your Plan Administrator's) Information Sharing Agreement. National Life Group will review, and if accepted will mail an executed copy.

Pursuant to applicable 403(b) regulations, Life Insurance Company of the Southwest ("LSW") is required to enter into an information sharing agreement with an employer who sponsors a 403(b) plan and with whom LSW has existing 403(b) annuities issued to participants in Employer's 403(b) plan. LSW is a writer of fixed annuities (both traditional and equity indexed) only.

This Section 403(b) Information Sharing Agreement is entered into between Life Insurance Company of the Southwest ("LSW") 15455 Dallas Parkway, Suite 800, Addison, TX 75001 and _____
("Employer/School District") at _____ (address) applicable to the
following 403(b) plan _____ ("Plan"). This Agreement is effective as of the
last date shown next to the signatures below.

In consideration for the actions listed below, LSW and the Employer/School District agree as follows:

1. Responsibilities of LSW:

- A. Upon written request by Employer/School District, LSW shall, in a timely manner, provide to Employer/School District or to any third party designated by the Employer/School District any and all account data and information applicable to all 403(b) annuities held by current and future participants in the Plan necessary for the Plan to be administered in accordance with Internal Revenue Code and Regulations. Such information shall include, but is not limited to, information necessary to make required calculations, loans, distributions, and/or other actions permitted by the Plan and applicable laws and regulations.
- B. LSW agrees to maintain such policy information and to provide same through procedures and methods reasonably necessary to satisfy the information sharing requirements of the Plan and any applicable law and regulation. Information will be made available in any reasonable format requested by the Employer/School District or its designee.

2. Responsibilities of Employer/School District:

- A. Employer/School District agrees to provide LSW with written documentation if the Employer/School District delegates any of its administrative duties regarding the Plan to a third person.
- B. Employer/School District agrees that it will, in a timely manner, transmit to LSW in writing or in an electronic manner acceptable to LSW any request for employee account information necessary to facilitate the proper administration of the Plan. Employer/School District agrees, upon LSW's reasonable written request (or by such other form of request agreed to by Employer/School District), to provide LSW with information necessary to administer the policy provisions of a Plan participant's annuity, e.g. separation from service, loan and hardship approvals, employment status, etc.
- C. Employer/School District agrees that if, at this time, it does not have a written 403(b) plan document covering its 403(b) participants at this time, such a written plan document will be executed by January 1, 2010 and that LSW will be an approved vendor in such Plan.

3. General

- A. This Agreement is applicable to all current and future Plan participants who own an LSW annuity.
- B. This Agreement shall remain in force until terminated in writing. Any such termination must be preceded by at least forty five (45) days prior written notice.

"Employer/School District"

By (signature): _____

Date(mm/dd/yyyy): _____

Authorized Person/Title (print): _____

"LSW"

By (signature): _____

Date(mm/dd/yyyy): _____

Title (print): _____

EMPLOYER AUTHORIZATION (457 PLAN ONLY)

Life Insurance Company of the Southwest, doing business as National Life Group ("Company") has been designated as an insurance company to which our employees ("Covered Employee(s)") may apply for an annuity via a voluntary retirement plan provided by Employer under the auspices of Section 457(b) Governmental Plan of the Internal Revenue Code ("457 Plan"). We understand that in order to meet the requirements of Section 457(g), the owner of the annuity must be the 457(b) Governmental Plan.

To facilitate the application process by a Covered Employee, the Company is hereby authorized to execute the owner's signature and to complete, in the following manner, the ownership designation section of any annuity application made by a Covered Employee for participation in the 457(b) Governmental Plan.

Owner's Name: _____, Employer 457 Voluntary Retirement Plan (or trust if applicable).

The Company's authority to complete applications in the above manner for the 457 Plan shall continue until it is advised, in writing.

Loans

Employer's 457 Voluntary Retirement Plan provides for loans unless noted herein [☐ no loans (check) _____ (initial)]. To the extent loans are so allowed, loans may be made by the Company, upon the request of a Covered Employee, subject to the Company's standard rules in effect from time to time.

Other Matters

I understand that any policies issued in connection with the 457 Plan will be mailed directly to the Covered Employee. All distributions to Covered Employees must be approved by the Employer. Any such distributions and all tax reporting for same should each be sent directly to the Covered Employee.

The Company has issued the Policy/Certificate solely in the Company's capacity as an insurance company, with such issuance being based upon the information contained in the application made for such Policy/Certificate. The Company will provide the owner of the Policy/Certificate specific services set forth in the Policy/Certificate provisions.

The Company has no responsibility to nor will it provide any services to the Plan (which owns the Policy/Certificate which relate in any way to the administration, management, decision making and/or control of the Plan or its' underlying Trust, if any.

- I am authorized by Employer and the 457 Plan to provide the Company with the above directions and authority.
- I am authorized to sign on behalf of the employer sponsoring this Plan.

Signature: _____

Date(mm/dd/yyyy): _____

EMPLOYER UNDERSTANDING

We, the undersigned, understand National Life Group (NLG) through their issuing company Life Insurance Company of the Southwest, will act only in the capacity of issuing annuity contracts to employees receiving contributions from our SIMPLE IRA Employer Sponsored Plan.

National Life Group:

- will act as a Financial Institution as defined under IRS Form 5304-SIMPLE; and
- will provide a blank IRS Form 5304-SIMPLE to the Employer along with a copy of the withdrawal provisions for each participant with an LSW annuity contract.

Employer:

- will oversee the IRS annual employee notification to their employees; and
- will determine the eligibility of employees; remit all contributions to NLG or any other financial institution chosen by the employee; and will be responsible for Annual Employee Notifications to employees who did not select NLG as their financial institution.

Signature: _____

Date(mm/dd/yyyy): _____

AGREEMENT TO FUND AN ERISA QUALIFIED PLANS: 401(k), Pension/Profit Sharing, TBD

We, the undersigned, request National Life Insurance Company and/or Life Insurance Company of the Southwest (the Company) to act only in the capacity of insurer in issuing contracts to the qualified retirement plan identified on page 1 of this form.

In acting in the capacity of an insurer only, we understand the Company will:

- Issue life insurance and annuity contracts (together, the "Contract(s)") based on the application and the information completed in this form.
- The Owner will be the beneficiary.
- All payments will be protected by the Spendthrift provision.
- Provide services, upon proper request by the contract owner, which are directly related to the Contracts (*settlements upon retirement or termination, name changes, etc.*)
- Not provide services or be involved in any other way relating to administration, management or control of the plan or its underlying trust.

We further understand that the Company will require:

- Evidence of the appointment of trustee(s) if different than the signer(s) of this document, and
- Notification if the plan is disqualified by the Internal Revenue Service.

Print Trustee(s) Name & Address: If individual trustee(s), All must sign; if corporate trustee, include name and authorized officer's signature. More than one trustee is recommended for administrative ease (for example, in the case of a death claim).

All Trustee(s)' Signature(s): _____ Date(mm/dd/yyyy): _____

☐ Check if address given for employer is same as trustee.

Check one to indicate if trust authorizes any one trustee to sign forms, including forms on own life.

☐ Yes. ☐ No, anyone can sign - but NOT on own life. ☐ No, ALL must sign. ☐ No, majority must sign.

AGREEMENT TO FUND A DEFINED BENEFIT PENSION PLAN 412(e)(3)

The Sponsoring Employer ("Employer") and the undersigned Trustee(s), in consideration of the agreement by one or more of the National Life Group companies ("Insurers") to sell one or more annuity and/or insurance contract(s) to the Trustee(s) of the Plan that will enable the Plan to be funded on the basis described in section 412(e)(3) of the Internal Revenue Code hereby agree mutually as follows:

1. That the Employer and Trustee(s) will use a plan document that provides no payment option for Plan benefits that is not included in the following list:
 - lump sum payment
 - annuity providing level periodic payments for the life of the participant
 - joint and survivorship annuity for the life of the participant and the designated beneficiary which provides level periodic payments for the life of the participant with either 100% of those payments to the surviving beneficiary or else reduced payments to the surviving beneficiary of 50%, 66 2/3%, 75% or 80% of the amount payable while the participant was alive
 - joint and survivorship annuity for the life of the participant and the designated beneficiary which provides level periodic payments as long as both are alive with reduced payments to the survivor of 50%, 66 2/3%, 75% or 80% of the amount payable while both were alive
 - term certain annuity providing level periodic payments for a period of up to 15 years
 - life annuity providing level periodic payments for the participant with a certain period of up to 15 years
2. That the Plan will be funded entirely with one or more annuity and/or insurance contract(s) purchased from the Insurers ("Contracts") and payments from the Contracts will be paid to the Plan.
3. That the Employer and the Trustee(s) in exercising their rights under the Contracts and in meeting their obligations under the Plan and the Contracts, will do so in a manner compatible with the following requirements, whether or not each of such requirements is explicitly stated in each of the Contracts, so that the Contracts are treated as:
 - (a) Providing for level annual, or more frequent, premiums for the period commencing with the first payment date occurring on or after the date each individual participating in the Plan became a participant (or if later, the date when the Plan adopted 412(e)(3) funding), or for the period commencing with the first payment date occurring on or after the date a participant is entitled to an increase in benefits, as applicable, and ending not later than the normal retirement age of that participant, or if earlier, the date the individual ceases his participation in the Plan.
 - (b) In the case of any accrual of benefits after normal retirement age, making the required amount of payments at the time such benefits accrue.
 - (c) For purposes of paragraph 3(a) above, premium payments will be considered to be level even though experience gains, dividends, forfeitures, and/or similar other items are applied to reduce future premiums.
 - (d) All premium payments, as described in paragraph 3(a) above, will be made before the Contract lapses. However, should a Contract lapse, this requirement will be deemed to have been satisfied if the Contract is reinstated before the end of the Plan year in which it lapsed and before benefit payments are made on behalf of any participant whose benefits are reduced by the lapse. Failure to pay premiums within the period specified by this paragraph shall render this Agreement null and void.
 - (e) The Contracts must provide benefits at each participant's normal retirement age equal to the benefits provided by the Plan at the participant's normal retirement age, assuming all premiums are paid as specified under this Agreement.

Contracts must include an endorsement which provides that the only settlement options which are available for election are those which both: (1) are specified as available payment options under the terms of the Plan, and (2) are based on the same actuarial and expense factors described in such endorsement.
4. While the Contracts are owned by the Employer or Trust, as applicable, the Employer and/or Trustee(s) shall not cause or permit any rights under the Contracts to be subject to a security interest at any time during the Plan year and shall not cause or permit any policy loan to be outstanding at any time during the Plan year. For purposes of this section, an application of funds by the Insurers to pay premiums due under the Contracts shall not be deemed to be a policy loan if the amount of funds so applied, and interest thereon, is repaid during the plan year in which the funds are applied and before distribution is made or benefits commence to any participant with respect to whose benefits such contracts were issued.
5. Experience gains, dividends, forfeitures, and similar items will be used solely to reduce future premiums and will be applied against the next scheduled premiums before any further contributions made by the Employer are applied by the Insurers to pay such premiums. Such items will first be applied to the premiums due with respect to the Contracts for the participant whose Contract(s) generated the items, and then to the extent of any excess, will be applied proportionately to the premiums due with respect to the remaining participants in the Plan.

6. The Insurers agree that they will make available under the Contracts they have issued any form of benefit payment provided under the terms of the Plan but not explicitly set forth as a settlement option under any of the Contracts on the basis of the same actuarial and expense factors which are described in the endorsement to the Contracts.
7. The Employer and the Trustee(s) agree that the proper interpretation of the provisions of the Plan is that (a) no distribution may be made to a Participant or beneficiary that would be in excess of that permitted under section 415 of the Internal Revenue Code with respect to the participant's accrued benefit as of the date of the distribution, specifically including those special limitations which apply when a benefit is distributed in the form of a lump sum; (b) all distributions must meet the requirements of sections 401(a)(11) and section 417 of the Internal Revenue Code; and (c) the Employer and the Trustee(s) will administer and design the funding of the Plan accordingly.
8. The Employer and Trustee(s) agree that it is their responsibility to operate and fund the Plan in accordance with the Internal Revenue Code and in compliance with Revenue Rulings 2004-20 and 2004-21 and that failure to do so could result in significant tax consequences and penalties for the Employer, the Plan, and the participants and beneficiaries.
9. The Employer and the Trustee(s) represent that they have been advised to, and have, consulted independent tax and legal counsel regarding the use of the Contract for the Plan. The Employer and Trustee(s) agree that the Insurers have provided no advice regarding the treatment of the Contract or the Plan under the Internal Revenue Code, the Employee Retirement Income Security Act of 1974, or any other law.
10. The Employer and the Trustee(s) agree that neither the Insurers, nor any of their employees or agents, will act as a fiduciary under the Plan nor have the Insurers nor any of their employees or agents provided investment advice regarding the use of the Contract for the Plan.
11. The Employer and the Trustees(s) agree that the Insurers will not act as third party administrator, recordkeeper, actuary, or as any other service provider under the Contract. The sole obligation of the Insurers is to make the payments required under the Contract.
12. The Employer and the Trustee(s) agrees to indemnify the Insurers and hold the Insurers harmless with respect to any liabilities arising out of the Insurers following the instructions provided by the Employer or Trustee(s). Any of the parties may terminate this agreement at any time by providing notice to the other parties. The provisions of section 6 will survive such termination with respect to any of the Insurers' Contracts held by the Plan at the date of such termination, but only with respect any benefit payment forms provided under the Plan as of the date of such termination.

Signed this _____ day of _____, 20 _____

Signature of Individual authorized to sign for Employer

Title of Individual authorized to sign for Employer

Trustee(s) Signature

Insurance Companies of the National Life Group

Signature of Individual authorized to sign on behalf of the Insurers

Date(mm/dd/yyyy): _____