

# National Security Life and Annuity Company

New York, New York

Administrative Office:  
Post Office Box 5363  
Cincinnati, Ohio 45201-5363

Overnight Packages:  
One Financial Way  
Cincinnati, Ohio 45242

Telephone: 877.446.6020  
www.nslac.com

## Telephone and Internet Trade Authorization Agreement

Contract/Policy Number: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Date of Birth: \_\_\_\_\_

### Account Owner Information

Owner Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Part A. Owner Authorization of Telephone and Internet Account Access

- 1. Personal Identification:** TeleAccess or NSLAC internet site will prompt you to enter, or a customer service representative will ask you to provide, certain personal identifying information that may include, but is not limited to, your Social Security number, contract/policy number, date of birth, or a password (collectively, "Personal Identification"). You have the sole responsibility to maintain the confidentiality of your non-public Personal Identification. Any person who can present your Personal Identification may gain access to and conduct transactions in your National Security account. Accordingly, if you learn or have reason to believe that an unauthorized person has or may have access to your Personal Identification, you must notify us as soon as reasonably possible. During the lifetime of your contract, it is your responsibility to provide prompt notice of any change in address to National Security.
- 2. Terms of Use:** National Security maintains a record of each transaction, including, but not limited to, obtaining account/unit values, making partial/full transfers, and changing future allocations (collectively, "Transaction"). Each Transaction is recorded at the time you confirm the Transaction which is distinct from the time you accessed your account online. A Transaction confirmed by 4:00 PM EST on a regular business day for National Security and NYSE will be made in accordance with the unit value determined at the close of that business day. All other transactions will be executed using unit value determined at the close of National Security's next business day when the NYSE is open. National Security, in our sole discretion, may request additional Personal Identification, and may refuse to execute a Transaction for which insufficient or inaccurate Personal Identification has been provided or if other circumstances warrant our refusal. National Security, its directors, officers, employees, sales associates, and assigns assume no responsibility for, and shall not be liable for, any damage, loss, or injury incurred: (a) as a direct or indirect result of any unauthorized access to your account using your Personal Identification; or (b) due to client's inability to access account information or to conduct a Transaction for any reason, including, but not limited to, system or network errors, unusual system usage, or loss or interruption of services with any telephone, Internet, or any other service provider.
- 3. Owner Representation:** I represent and warrant that I have the right to enter into this Agreement. If I am acting on behalf of a trust, partnership, or a corporation, I understand that it is my responsibility to provide immediate notice to National Security if my authority is revoked.

- 4. Owner Indemnification:** I hereby agree, to the extent allowed by law, to indemnify and hold harmless National Security, its affiliates, their directors, trustees, officers, employees, agents, vendors, and assigns from any costs, damages, and expenses, including, but not limited to, court costs and attorney's fees, directly or indirectly resulting from: (a) any unauthorized access to your account so long as National Security procedures for proper identification has been followed; or (b) refusing, within the sole discretion of National Security, to execute any transaction for which insufficient or inaccurate Personal Identification has been provided or if other circumstances warrant such refusal.

## **Part B. State of New York Mandatory Disclosure**

If the Owner(s) execute(s) this Agreement in the State of New York, the following disclosures are required to be provided to the Owner(s) and Registered Representative under Article 5, Title 15 of the New York General Obligation Law. For the purposes of the below disclosure, "principal" refers to Owner(s) and "agent" refers to Registered Representative. **Please note that this Agreement only creates a limited Power of Attorney specific to trades made by the designated Registered Representative on your NSLAC contract/policy identified herein.**

**CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

- When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.
- Your agent can act on your behalf only after signing the Power of Attorney before a notary public.
- You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.
- You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.
- Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.
- The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).
- If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

### **IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

### **Part C. Registered Representative Access to Owner Account (Optional)**

Representative Name: \_\_\_\_\_

Company: \_\_\_\_\_

Business Phone: \_\_\_\_\_

The Registered Representative (RR) represents and warrants that he/she is a duly registered member in good standing of the SEC and other Self Regulating Organization(s). The RR agrees that any partial or full transfers or changes to how future contributions are to be allocated that are submitted, as directed by the Owner(s), will be substantiated by office records documenting or recording a conversation with the Owner(s) in which historic performance and investment objectives of the applicable portfolio options were discussed (as required by applicable law and regulations) in relation to the risk profile of the Owner(s); and that National Security, in its sole discretion, may refuse to execute any such transaction that the RR submits and may require that the transaction be made by the Owner(s). The RR agrees to indemnify and hold harmless National Security, its affiliates, their directors, trustees, officers, employees, agents, vendors, and assigns from any loss, costs, damages, and expenses, including, but not limited to, court costs and attorney's fees, directly or indirectly resulting from: (a) any transaction executed by National Security that the RR submitted, so long as National Security procedures for proper identification have been followed; or (b) refusing, within the sole discretion of National Security, to execute a transaction for which insufficient or inaccurate Personal Identification has been provided or if other circumstances warranted such refusal.

\_\_\_\_\_  
Signature of Registered Representative

\_\_\_\_\_  
Date

**Part D. Account Access Authorization for Owner and Registered Rep**

I hereby authorize National Security to perform transactions submitted via TeleAccess, our automated telephone system, NSLAC internet site, and/or National Security customer service representatives (collectively, "Telephone and Internet Access") by undersigned Owner, Joint Owner, and the designated RR (if applicable). **I understand that if I do not want to authorize RR listed on Part B to act on my behalf, I must check the box below and place my initial.** I further understand that this authorization does not affect my right to Telephone and Internet Access nor grant discretionary control over my account. I acknowledge that I have the right to revoke or replace the RR's authorization at any time by providing written notice to National Security.

{  } **I DO NOT authorize the RR to act on my behalf.** \_\_\_\_\_ (initial here)

To the extent authorized above, National Security shall act upon any transactions resulting from verbal, written, or electronic instructions reasonably believed to have originated from any and all acts of the authorized individuals per this Agreement. I acknowledge that it is my responsibility to review the confirmation of transactions and provide a written notice within ten (10) days of the transaction to report any unauthorized transaction. I understand that National Security may, upon receiving timely and satisfactory proof, rescind the transaction and restore the account.

I understand that this authorization is binding upon my agents, heirs, and assignees and shall continue until National Security receives written notice revoking the same or until National Security discontinues this privilege. I further understand that a revocation will not affect the validity of any transaction initiated before National Security had a reasonable amount of time to act upon such notice.

\_\_\_\_\_  
Signature of Primary Owner\*                      Date                      Social Security Number\*\*

\_\_\_\_\_  
Signature of Joint Owner (if applicable)\*                      Date                      Social Security Number\*\*

**\*If trust, custodial, corporate, or partnership owned, must include a title after the signature (e.g., Trustee, Custodian, etc.). If signing pursuant to a power of attorney, must indicate this after signature (e.g., POA, Attorney-in-Fact, etc.).**

**\*\* Social Security Number must be provided for Primary Owner and Joint Owner (if applicable).**

**This form may be faxed to 513.794.4730.**