

# **Columbian Mutual Life Contracting Instructions**

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "Required" means that the forms must be submitted for your contract to be processed.

\*\*\*Columbian Mutual will pay the appointment fee WITH the agent's first piece of business.

**\*\*\*\*\* THE CARRIER WILL NOT PROCESS CONTRACTING PAPERWORK OR APPOINT AGENT UNTIL A NEW BUSINESS APPLICATION IS SUBMITTED \*\*\*\*\***

**Individual Contract** - a contract in which commissions are paid directly to an agent.

- Completed and signed *Confidential Inquiry [Form No. FTM-30]* (Required)
- Completed and signed *Pre-Appointment Inquiry Release [Form No. 03-051]* (Required)
- Completed and signed *Privacy Agreement [Form No. 03-067]* (Required)
- Signed *District Agent Contract [Form No. DAC]* (Required)
- Completed and signed *District Agent Questionnaire [Form No. 03-112 DA]* (Required)
- *District Agent Compensation Schedules [Form Nos. DACS]* (Required)
- Signed *Commission Adjustment Financial Responsibility Agreement [Form No. 03-055]* (Required)
- Signed *District Agent Expense Allowance Rider [Form No. EADA30]* (Required)
- Signed *Producer Commission Advance Agreement [Form No. Prod-Ann]* (Required)
- Signed *District Agent Compensation Commission Advance Agreement [Form No. DA-Ann-Comp]* (Required)
- Submit current copies of all applicable resident and non-resident individual licenses. (Required)
- AML training documentation only required if selling OTHER than the Guaranteed Issue product
- ***New York Only*** signed Regulation 60 CML Training Acknowledgement (Required for New York only)

**Corporate Contract** – a contract in which all commissions are paid to the corporation.

- Complete all the forms listed above for an Individual contract. (Required)
- Complete and sign the *Corporate Agency Contract Rider [Form No. CACR]* (Required)
- Complete and sign the *Preliminary Inquiry Part B (Corporations) [Form No. 03-104]* (Required)
- Submit current copies of all applicable resident and non-resident individual AND corporation licenses. (Required)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office.

- Complete and sign the *Conditional Assignment of Commissions form [Form No. 04-009 10/08]* (Required)
- Complete all the forms listed above for an Individual contract. (Required)

**Transfers** – Dual Contracting is not allowed. A signed release must be obtained and submitted with all new contracting paperwork.

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

# CONFIDENTIAL INQUIRY

DATE \_\_\_\_\_

NAME \_\_\_\_\_ USUALLY CALLED " \_\_\_\_\_ "

SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH (for licensing purposes only) \_\_\_\_\_

YOUR NAME AS YOU WANT IT TO APPEAR  
ON COMPANY RECORDS AND PUBLICATIONS \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_  
(St. & No.) (City) (State) (Zip Code)

If less than 5 years at current address:  
PREVIOUS RESIDENCE: \_\_\_\_\_  
(St. & No.) (City) (State) (Zip Code)

BUSINESS ADDRESS: \_\_\_\_\_  
(St. & No.) (City) (State) (Zip Code)

TELEPHONE NUMBER-Res. ( ) \_\_\_\_\_ Bus.( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

FAX AND EMAIL AUTHORITY: I consent to receive faxes and email ( faxes only,  emails only,  neither faxes nor emails) sent by or on behalf of the Company.

\_\_\_\_\_  
Producer Signature

## BUSINESS EXPERIENCE

Indicate by an asterisk (\*) any business you do not want us to contact prior to contracting.

Name, address, and phone number of business. NOTE: If self-employed, provide information for each Company with which you did business.	Month and Year	Annual income	Supervisor	Job title and duties
	From To			
	From To			
	From To			

(If more room is required, please continue on back.)

HAVE YOU EVER BEEN TERMINATED FROM ANY CONTRACT OR EMPLOYMENT RELATIONSHIP FOR CAUSE?  NO  YES if yes, explain

IS THERE ANY OTHER INFORMATION WE SHOULD KNOW ABOUT YOU, OR ANY AGENCY ASSOCIATES, THAT COULD REASONABLY BE EXPECTED TO NEGATIVELY AFFECT OUR DECISION TO CONTRACT YOU AND/OR YOUR AGENCY?  NO  YES If yes, explain

HAVE YOU DECLARED BANKRUPTCY WITHIN THE LAST TWO (2) YEARS?  NO  YES

HAVE YOU EVER BEEN CONVICTED OF A FELONY?  NO  YES (If yes, enclose copy of final disposition)

ARE YOU INDEBTED TO ANY LIFE INSURANCE COMPANY?  NO  YES [If yes, debit is a result of:  FINANCING;  ANNUALIZATION;  LOAN;  OTHER (explain)]

IS DEBT BEING REPAYED?  NO  YES

**NOTE: Discovery of undisclosed derogatory information following contracting could result in immediate termination of your contract.**

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**COLUMBIAN MUTUAL  
LIFE INSURANCE COMPANY**  
BINGHAMTON, NEW YORK

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**DISTRICT AGENT CONTRACT**

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AGREEMENT, made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_, General Agent for COLUMBIAN MUTUAL LIFE INSURANCE COMPANY, of Binghamton, New York, herein called the General Agent, and \_\_\_\_\_ of \_\_\_\_\_, herein called the District Agent.

The following Riders are attached to and made part of this Agreement:

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**•Appointment and Authority.**

The General Agent hereby appoints the District Agent to solicit and submit to the Company applications for insurance and annuities issued by the Company, to collect the first premiums on such insurance and to deliver policies and premium receipts when the terms and conditions governing such delivery shall have been satisfied.

In addition, the District Agent is authorized to appoint producers properly licensed by the appropriate insurance regulatory authorities. As used herein, the term producer shall mean any person who solicits, supervises, procures, or otherwise participates in the procurement or solicitation of applications for insurance and annuities for the Company. The Company in its sole discretion reserves the right to require the District Agent to terminate the appointment of any producer for any reason. The District Agent shall be responsible to the Company for all matters entrusted to the producers and for their acts and conduct relating to the business of the Company and agrees to hold the Company harmless from and against any and all claims of all agents and persons employed by him.

**•Statement of Relationship.**

Nothing contained herein shall be construed to create the relationship of employer and employee between the General Agent and the District Agent or between the Company and the District Agent. The District Agent shall be free to exercise his own judgment as to the persons he will solicit for insurance, but the Company and the General Agent may from time to time prescribe rules and regulations respecting the conduct of the business covered by this Contract. Such rules and regulations shall be observed and conformed to by the District Agent.

**•Basis of Compensation.**

The compensation of the District Agent shall be in the form of commissions, allowances, and service fees, if any, on business written by the District Agent in accordance with the compensation schedules in effect at the time of the application for such business. The Company reserves the right to change rates, numbers of commissions, and service fees, and to otherwise modify schedules by giving written notice of same to the District Agent. Any such change shall apply only to new business applied for after the effective date of the change. Such schedules are to be a part of this Agreement. The Company's decision with respect to any disputed commissions, fees, or other allowances shall be final.

The General Agent agrees that the producers in the unit of the District Agent will receive the amount of commissions and service fees to which they shall be entitled under their respective contracts, provided such contracts have been approved by the Company.

The District Agent shall not be entitled to receive by reversion any renewal commissions or service fees forfeited by the Producer.

**•Renewal Commissions and Service Fees.**

If any policy written under this Agreement shall cease to be in force on a premium-paying basis for a period of ninety days from the due date of the premium in default and be subsequently reinstated, the District Agent shall not be entitled to any further renewal commissions and service fees on such policy unless the policy is reinstated through his unit.

**•Offset Against Commissions and Service Fees.**

The General Agent shall have a first lien upon any commissions, service fees or other compensation due or which may become due the District Agent, his executors, administrators or assigns, under this or any other Agreement as security for the payment of any debts or claims due or to become due the General Agent from the District Agent.

**•Refund of Commissions and Service Fees.**

If the General Agent or the Company shall for any reason refund any premium on any policy issued on an application secured by the District Agent, then the District Agent shall on demand repay to the Company the commission and service fee received on such premium. This provision does not apply if made under the disability waiver provision of a policy.

**•Limitations Upon Authority.**

The District Agent shall observe, comply and conform with all rules and regulations of the Company now existing or hereafter promulgated, and with all laws and Insurance Department rulings and regulations. The District Agent shall not deliver any policy unless the applicant is in good health and insurable condition at the time of delivery. The District Agent shall not deliver any policy after 60 days from the date the policy is mailed from the Home Office. The District Agent shall have no power on behalf of the Company to make, alter or discharge any Contract, or waive any forfeitures or extend the time for paying a premium, or change, alter or modify the performance of any of the terms and conditions of any policy or other Contract to which the Company is a party or change or alter or amend any papers sent to him by the Company, or to receive any money due or to become due the Company except in an exchange for the Company's official receipt. All monies collected or received by the District Agent for or on behalf of the Company shall be held in trust separate and distinct by the District Agent in a separate account for the benefit of the Company and shall in no case be used by him in any manner, or for any purpose whatsoever, but shall be paid over to the Company or to its duly authorized representative in accordance with the Company's instructions. The District Agent is not authorized to and is expressly forbidden from incurring any indebtedness, extending any credit or making any payments on behalf of the General Agent or the Company without written authorization from them.

**•Advertising.**

The District Agent or any Producer or any person in the employ of the District Agent shall not print, publish or distribute any advertisement, circular or pamphlet relating to the business or standing of this Company unless the same shall be authorized in writing by an officer of the Company. No material, charts, schedules, papers, documents, policies, circulars, pamphlets, website pages, or proposals shall be produced or reproduced by the use of machines, computers, or other equipment without the express authorization in writing by an officer of the Company.

**•General Records and Documents.**

The District Agent shall keep in the manner prescribed or approved by the Company complete and accurate records of all transactions. Such records and accounts shall be available and subject to examination by the Company or General Agent at all times and shall be the property of the Company whether paid for by it or not. All books, files, documents, policy record cards, except cards for those policies written by the District Agency and its Agents related materials and copies thereof, correspondence and records of all kinds relating to the business of the Company shall be surrendered and turned over to the Company upon termination of this Contract.

**•Licenses and Medical Fees.**

The Company shall pay the fee for the full time District Agent's resident state license which shall be obtained through the Company unless otherwise required by the agent's resident state regulations. The Company will pay for medical examinations and inspection fees made in accordance with its instructions in regard to applicants, except in cases where policies which are issued as applied for shall not be put in force, in which event the District Agent shall be required to pay for the medical examinations and inspection fees.

**•Right to Decline, Limit or Rate-Up.**

The Company reserves the right, in its sole discretion and without liability to the District Agent to disapprove any application for insurance or annuity submitted to the Company by the District Agent or any person under his supervision and to limit or restrict the amount or plan of insurance or annuity which the Company shall issue, and to require a higher premium than that which was applied for.

**•Assignment.**

No assignment of this Contract or of commission fees and other income earned or accrued or to accrue hereunder shall be valid unless authorized in writing by the Company. Any assignment shall be subject to all indebtedness and obligations of the District Agent to the Company.

**•Construction and Interpretation.**

It is agreed that this Contract shall be construed, interpreted and enforced according to the Laws of the State of New York.

**•Authorization.**

The General Agent authorizes, empowers and directs the Company in the event of his death, resignation, or removal, to assume or cause to be assumed by any successor or successors of the General Agent this Contract and all rights of the General Agent hereunder, and to pay or cause to be paid to the District Agent or his legal representatives such commissions and service fees as may be payable under this Agreement in accordance with its terms and conditions, and to charge the same to the account of the General Agent. The payment of such commissions by the Company shall release the General Agent or his representatives and the Company from all liability hereunder.

**•Stationery and Supplies.**

The Company will furnish the District Agent with such supplies, blank forms and circulars as it shall deem reasonable.

**•Post-Termination Commissions.**

Except as hereinafter provided in paragraph (c) under "Termination," upon termination of this Agreement the General Agent will pay the District Agent all first year commissions due on business written under the Agreement and will also pay the District Agent the renewal commissions to which he would otherwise be entitled on business written under this Agreement except that the total number of policy years following the date of issuance of a policy during which renewal commissions will be payable to a terminated District Agent shall not exceed the number of years shown on the table below based upon the years of service of the District Agent at the date of termination of this Agreement:

<u>Years of Service as a District Agent</u>	<u>Maximum Policy Years for which Renewal Commissions are Payable</u>
Less than 1 year	0
1 year but less than 2	1
2 years but less than 3	2
3 years but less than 4	3
4 years but less than 5	4
Over 5 years	5

However, renewal commissions will be considered fully vested if the total annualized life, health and annuity premiums (single premium policies and annuities not included) on Company business in force at the time of termination written by the District Agent are at least \$150,000.

Payment of renewal commissions will cease after any calendar year in which the total commissions from life and health insurance paid to the District Agent were less than \$500.

The District Agent shall not be entitled to receive any service fees following termination of this Agreement, unless continuing under another contract, other than a Broker Contract, with the Company with no break in service. In such case the District Agent will also continue to receive credit toward vesting as if no contract change had taken place.

In the event of the death of the District Agent at any time when first year or renewal commissions are payable hereunder as herein provided then all such commission accrued or thereafter to accrue in accordance with the provisions hereof shall be paid to the surviving spouse of the District Agent and, upon his or her death, to his or her estate. If the District Agent dies leaving no surviving spouse, such commissions shall be payable to the Estate of the District Agent.

**•Prior Contracts.**

Execution of this Agreement by the parties hereto shall terminate the authority of the District Agent to act under any prior Agreement between the District Agent and the Company or between the District Agent and any agent of the Company.

**•Termination.**

- (a) This Agreement may be terminated at any time for any reason by any party upon written notice to that effect to the other parties. It shall be terminated automatically by the death of the District Agent.
- (b) If the District Agent shall willfully or knowingly (1) submit any false information, or (2) conceal any material facts concerning the medical or personal history of any applicant or proposed insured, or (3) commit fraud, or (4) withhold or convert to his own use money or documents belonging to the Company, or (5) violate any of the provisions or conditions of this Agreement, or (6) rewrite or cause to be rewritten with any other insurer any policy in force with the Company, whether or not such policy had been written by the District Agent, without prior written consent of the Company, the Company or the General Agent shall have the right to immediately terminate this Agreement by written notice to the District Agent of such termination. Said termination shall be effective as of the date of mailing said written notice by certified mail to the last know address of the District Agent.
- (c) In the event of termination under paragraph (b) above, any and all interest the District Agent may have in any commissions or any other compensation under this and previous contracts made with the Company or any of its agents shall be forfeited.
- (d) The District Agent agrees that he/she shall not, within two years after the termination of this contract, directly or indirectly, in any capacity, replace or cause to be replaced, any life, health, or disability insurance or annuities of and from any policyholder of the Company, or of any policyholder who has terminated insurance contracts of the Company within 90 days prior to the termination of this Agreement.

The District Agent further agrees that he/she will not use values from products of the Company to fund the sale of any products sold by a competing organization for two years following termination of this Agreement.

The District Agent further agrees that he/she shall not disclose any policyholder information to any third party by any means.

If this Covenant Not to Compete is violated during the two year period following termination of this contract, the District Agent agrees that by the District Agent's execution of the agreement, the Company shall have an absolute assignment of the District Agent's right to any commissions generated as a result of the replacement of an existing insurance policy or a policy terminating as a policy with the Company within 90 days prior to the termination of this agreement; and an absolute assignment of any commissions or compensation due from Columbian Mutual Life to the District Agent. Such assignment shall be in an amount equal to the first year compensation and expense originally paid to the District Agent on the Columbian Mutual Life Insurance policy being replaced.

The absolute assignment of commissions is not a limitation of the rights of the Company to enforce the Covenant Not To Compete but is in addition to any other rights and remedies which the Company may have against the District Agent.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their names.

X \_\_\_\_\_  
District Agent

X \_\_\_\_\_  
General Agent

The Company hereby approves this Agreement. The Company guarantees payment of the commissions and service fees which the General Agent shall be obligated to pay under this Agreement subject to all of the terms and conditions thereof. The Company further agrees that this Contract shall be terminated effective as of the date of termination of the General Agent's Agency Contract.

**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

BY: \_\_\_\_\_  
Gerald J. Hennenhoefer  
Vice President Sales

# DISTRICT AGENT QUESTIONNAIRE

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

NOTE: District Agent completes part B, C, & D

General Agent completes parts A, C, & D

## GENERAL AGENT PLEASE SIGN

### A. GENERAL AGENT AFFIDAVIT OF AGENT APPOINTMENT.

This is to certify that I have investigated this Agent's character and background and am satisfied that he/she is trustworthy and is qualified to act as an Agent of Columbian Mutual Life.

\_\_\_\_\_  
General Agent's Signature

## DISTRICT AGENT PLEASE SIGN

### B. LICENSE RENEWAL

I understand that in order for the Company to pay for my resident Life license renewal I must be on schedule to pay for at least the minimum production required for the year in which my license is renewed.

\_\_\_\_\_  
District Agent's Signature

## GENERAL AGENT & DISTRICT AGENT PLEASE SIGN

### C. COMMISSION STATEMENTS AND CHECKS

It is Company practice to mail commission statements and commission checks directly to the District Agent's home address, unless otherwise requested by both the General Agent and District Agent. **By signing below both the General Agent and District Agent are requesting that commission statements and checks be sent to the General Agency address.** Express checks, if requested above, will always be sent to the General Agency address. (NOTE: District Agent agrees to immediately furnish the Administrative Service Office with any home address changes.)

\_\_\_\_\_  
District Agent's Signature

\_\_\_\_\_  
General Agent's Signature

### D. REQUEST FOR DIRECT DEPOSIT OF YOUR COMPENSATION TO YOUR ACCOUNT

I authorize Columbian Mutual Life to transfer my compensation checks electronically to my account. I understand that it will take two (2) statements before direct deposit becomes effective.

\_\_\_\_\_  
District Agent's Signature

\_\_\_\_\_  
General Agent's Signature

**ENCLOSE VOIDED CHECK IF REQUESTING DIRECT DEPOSIT**

## EXPENSE ALLOWANCE FOR DISTRICT AGENTS

This agreement is to be attached to and made part of the District Agent Agreement between Columbian Mutual Life Insurance Company (the Company), \_\_\_\_\_, the District Agent (DA), and \_\_\_\_\_, the General Agent (GA).

This allowance replaces any other expense reimbursement allowance attached to the District Agent Agreement and is subject to all the provisions of the District Agent Agreement.

In addition to the compensation set forth in the District Agent Agreement to which this Rider is attached, the DA will be paid the allowance set forth below:

### EXPENSE ALLOWANCE

The DA will receive an Expense Allowance (EA) equal to 30% of the first-year life commissions produced by the DA's unit, including first-year commissions earned by the DA.

- (a) Payment shall be subject to applicable rules and regulations of the New York State Insurance Department.
- (b) No EA will be paid following termination of this DA's contract.
- (c) The payment of EA shall not be considered in any way as compensation to the DA.

The DA agrees that no payment under this contract shall be used to compensate the DA or anyone associated with his agency other than for actual incurred expenses resulting from business transactions on behalf of the Company.

The sum of first-year life commission, excluding override commissions, and this allowance shall not exceed 91% of first-year life qualifying premium on a per-general agency basis, nor 91% of the DA's first-year life qualifying premium, on a per-district agency basis. Qualifying premium is the "Qualifying first year premium" defined in Section 4228(b)(21) of the New York State Expense Limitations Law.

Commissions on excess and unusual universal life premium, single premium whole life insurance rider, and annuities shall not exceed 7% of first-year premium paid for by the district agency.

Commissions on life premium exceeding benchmark premium shall not exceed 7% of first-year premium paid for by the district agency. Benchmark premium is the "Benchmark gross level premium" defined in Section 4228(b)(4) of the New York State Expense Limitations Law.

These allowances may be terminated by either party hereto by giving notice to the other party in writing, and terminate in any event on termination of the Agreement of which it is a part. The effective date of this Rider is \_\_\_\_\_.

X \_\_\_\_\_  
District Agent

**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

X \_\_\_\_\_  
General Agent

BY: \_\_\_\_\_  
Gerald J. Hennenhoefler  
Vice President Sales

**PRE-APPOINTMENT INQUIRY RELEASE**

In conjunction with my application for appointment as an agent for Columbian Mutual Life Insurance Company, I understand that investigative background inquiries may be made about me, including consumer, criminal, credit, and other reports as may be deemed necessary, and that previous and current companies with which I was or am licensed may be contacted. These reports will include information as to my character, financial history and business experience. I further understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as insurance company files which contain claims involving me. I also understand and agree that any information obtained from these sources may be shared with my General Agent, if any, and with my Regional Sales Director, when deemed necessary by Columbian Mutual Life Insurance Company.

I understand that, in regards to credit history findings, I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this credit report.

I authorize, without reservation, any party or agency contacted by or at the request of Columbian Mutual Life, to furnish the above mentioned information now and at any time while I am contracted with Columbian Mutual Life Insurance Company.

I understand that based upon any adverse reports received by the Company, Columbian Mutual Life Insurance Company may terminate my appointment as an agent with the Company.

I hereby acknowledge that on \_\_\_\_\_, 20\_\_\_\_\_, a written copy of the above notification was delivered to me.

\_\_\_\_\_  
Social Security Number

Address:

\_\_\_\_\_  
Signature of Prospective Agent

**California, Minnesota and Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you at the address listed above.

***Detach lower portion and retain for your records-Return upper portion to Columbian Mutual Life***

**PRE-APPOINTMENT INQUIRY RELEASE**

In conjunction with my application for appointment as an agent for Columbian Mutual Life Insurance Company, I understand that investigative background inquiries may be made about me, including consumer, criminal, credit, and other reports as may be deemed necessary, and that previous and current companies with which I was or am licensed may be contacted. These reports will include information as to my character, financial history and business experience. I further understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as insurance company files which contain claims involving me. I also understand and agree that any information obtained from these sources may be shared with my General Agent, if any, and with my Regional Sales Director, when deemed necessary by Columbian Mutual Life Insurance Company.

I understand that, in regards to credit history findings, I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this credit report.

I authorize, without reservation, any party or agency contacted by or at the request of Columbian Mutual Life, to furnish the above mentioned information now and at any time while I am contracted with Columbian Mutual Life Insurance Company.

I understand that based upon any adverse reports received by the Company, Columbian Mutual Life Insurance Company may terminate my appointment as an agent with the Company.

# PRODUCER (OTHER THAN GENERAL AGENT) COMMISSION ADVANCE AGREEMENT

*Requires prior approval by Columbian Mutual Life Insurance Company*

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Columbian Mutual Life Insurance Company of Binghamton, NY (hereinafter called "the Company") and \_\_\_\_\_ of \_\_\_\_\_, General Agent and \_\_\_\_\_ of \_\_\_\_\_, Producer.

In consideration of the mutual promises, obligations, and conditions hereafter set forth, the parties agree as follows:

- Where advances for annualized commissions are made by the Company to the Producer at the request of the General Agent; and where such advances are paid to the Producer and such Producer subsequently terminates; the Producer shall be and hereby agrees to be liable for 100% of:
  - total advances due to the Company on account of policies that terminate before the completion of their first full premium paying year, and
  - compensation amounts due the Company resulting from the return of premium to a policyowner.
- The Producer hereby confesses judgment for any and all such amounts due under this Annualized Commission Advance Agreement. Proof of outstanding debt by the Producer to the Company shall be by commission statement which Producer consents to submission as such proof unless formal written objection is submitted with itemized accounting of any disputed amounts.
- By signing below, the General Agent agrees that upon failure of the Producer to meet obligations of repayment of any advances made by the Company, the Company may proceed to collect from the General Agent two-thirds of unpaid amounts due and owing from the Producer. (100% if commissions are absolutely assigned to the General Agent.)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**TO: General Agent**  
*Must complete this section for all producers whether or not requesting annualization and initial below.*

ANNUALIZE   
DO NOT ANNUALIZE

AGENT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

GA INITIALS \_\_\_\_\_

\_\_\_\_\_  
Producer

\_\_\_\_\_  
General Agent

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Gerald J. Hennenhofer  
Vice President Sales

# DISTRICT AGENT ANNUALIZED COMPENSATION ADVANCE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between COLUMBIAN MUTUAL LIFE INSURANCE COMPANY of Binghamton, New York (Columbian Mutual) and \_\_\_\_\_ of \_\_\_\_\_ (District Agent).

In consideration of the mutual promises, obligations, and conditions hereafter set forth, the parties hereto agree as follows:

- I. This agreement supplements the District Agent contract entered into between the parties hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Except as specifically provided herein, none of the terms, provisions, or conditions of said District Agent Contract, including all supplements and amendments thereto, are hereby changed.
- II. The District Agent hereby assigns, transfers and sets over unto Columbian Mutual all first-year and renewal commissions, service fees, and allowances (compensation) to which the District Agent may be entitled by virtue of any oral or written agreements between the District Agent and Columbian Mutual arising out of the sale of insurance policies or annuity contracts issued by Columbian Mutual. This assignment is given to secure the repayment of annualized compensation hereafter made by Columbian Mutual to the District Agent in connection with any form of annualized compensation plan implemented by Columbian Mutual. If unearned annualized compensation paid under said plan is charged back against the District Agent, Columbian Mutual will deduct the unearned compensation from future compensation in an amount equal to the excess, if any, of compensation advanced over compensation earned for said policy or contract.
- III. By signing below, the General Agent agrees that upon failure of the Producer to meet obligations of repayment of any advances made by the Company, the Company may proceed to collect from the General Agent two-thirds of unpaid amounts due and owing from the Producer. (100% if commissions are absolutely assigned to the General Agent.)
- IV. This assignment shall remain in force until Columbian Mutual ceases to make further advances and thereafter until the aggregate compensation paid to Columbian Mutual under this assignment equals the total amount required to be repaid pursuant to such plan(s) of annualized compensation, or until otherwise paid to the Company. The District Agent hereby covenants and warrants that said compensation is free from prior assignment or encumbrance of any kind.
- V. Columbian Mutual shall have the right to change at any time the amount advanced to the District Agent under any such annualized compensation plan.
- VI. Columbian Mutual shall have the right to stop advances at any time. Columbian Mutual will cease making such advances if:
  - (a) The District Agent pays the initial premium on a policy or contract;
  - (b) The District Agent Contract to which this agreement is a supplement is terminated.
- VII. Any provision in said District Agent Contract or any supplement or amendment thereto to the contrary notwithstanding, the District Agent shall not be entitled to receive any compensation which he would otherwise receive after termination of the said District Agent Contract unless and until all advances required to be repaid hereunder have been repaid to Columbian Mutual, either by crediting to the District Agent's advance account compensation withheld hereunder or by direct payment to Columbian Mutual by the District Agent. This provision shall not affect the right of agents or brokers formerly under contract with the District Agent to receive compensation to which they may be entitled.
- VIII. Nothing contained herein shall be construed to create the relationship of employer and employee between Columbian Mutual and the District Agent or limit the District Agent's freedom to exercise his own judgment as to the persons he will solicit for insurance policies or contracts as specified in said District Agent's Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
General Agent

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

\_\_\_\_\_  
District Agent

By: \_\_\_\_\_  
Gerald J. Hennenhofer  
Vice President Sales

**DISTRICT AGENT**  
**COMMISSION ADJUSTMENT**  
**FINANCIAL RESPONSIBILITY AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, between Columbian Mutual Life Insurance Company of Binghamton, New York (the Company), and \_\_\_\_\_, of \_\_\_\_\_ (the District Agent).

This Agreement is a supplement to the District Agent contract (the Contract) entered into between the parties hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Except as specifically provided herein none of the terms, provisions, or conditions of the Contract, including all supplements, additions and amendments thereto, are hereby altered, waived, or amended in any manner.

In the event a New Century Senior Protector (NCSP) Life Insurance Policy death benefit is paid, and the date of death is within one year of the effective date of said NCSP Policy, the District Agent agrees to immediately repay to the Company any and all first-year compensation received by the District Agent for the sale of said NCSP Policy.

The District Agent agrees to immediately repay to the Company any and all first-year compensation received by the District Agent for the sale of any deferred annuities issued by CML if any of the following events occur:

1. Annuitant age at issue exceeded age 80 and annuitant's death occurs within one year of the effective date of the contract; AND (a.) the owner is not a natural person causing a death benefit to be paid; OR (b) the owner is a natural person and elects to take a full withdrawal within 60 days of the date of death of the annuitant.
2. Owner age at issue exceeded age 80 and owner's death occurs within one year of the effective date of the contract.

The Company shall have the right at any time to offset against any commissions, service fees, renewals, or other compensation due or which may become due to the District Agent; any amounts that become due as a result of said death claims. In the event there are insufficient funds available to the Company from commissions, service fees, renewals and other compensation due to the District Agent, the Company will require from the District Agent immediate payment of any amount then due and owing. Should the District Agent refuse to or be unable to pay to the Company the balance due and owing, the District Agent agrees to confess judgment in the amount then due and owing to the Company.

In witness whereof, the parties have here unto set their hands on the day and year first above written.

X \_\_\_\_\_  
General Agent

X \_\_\_\_\_  
District Agent

**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
Gerald J. Hennenhoefer  
Vice President Sales

# PRIVACY AGREEMENT

This Privacy Agreement is entered into by and between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Producer") and Columbian Mutual Life Insurance Company of Binghamton, New York.

In connection with the Producer's performing certain services for Columbian Mutual Life Insurance Company and its subsidiaries (hereinafter referred to as "Companies"), which may entail the Companies providing certain non-public, personal information about customers of the Companies to the Producer, the Producer agrees as follows:

1. All information provided by Companies will be kept confidential and will not, without the prior written consent of Columbian Mutual Life Insurance Company, be disclosed or utilized by the Producer or any representatives, employees, or others associated with the Producer.
2. The Producer agrees to inform all representatives, employees, and associates to whom it reveals the information of the confidential and proprietary nature of the information and shall reveal the information only to those who agree to be bound in writing to the terms of this Agreement.
3. All copies of the information will be returned to the Companies immediately upon the Companies' request.
4. The term "information" will not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Producer or any representative, employee, or associate of the Producer; (b) becomes available to the Producer on a non-confidential basis from a source other than the Companies; or (c) is required to be disclosed by law or legal process.
5. The Producer acknowledges that any intentional or unintentional disclosure of the information to a third party is a breach of this Agreement and a violation of existing law.
6. The Producer understands that monetary damages may result from the intentional or unintentional disclosure of information.
7. The Producer agrees to indemnify and hold harmless the Companies from any and all damages that result from the disclosure of information and further to be liable for all costs, expenses, and legal fees that may be incurred by the Companies as a result of the disclosure of information.
8. Information to be kept confidential by the terms of this Agreement includes all non-public, personal financial information and all non-public, personal health information.
9. The rights and obligations contained in this Agreement shall survive and continue after the return of all information to the Companies and shall bind the Producer in perpetuity.
10. All provisions of this Agreement will remain in effect until terminated in writing by the Companies.

Dated: \_\_\_\_\_

For: \_\_\_\_\_  
(Producer's Name)

By: \_\_\_\_\_  
(Producer's Signature)

Dated: \_\_\_\_\_

**For: Columbian Mutual Life Insurance Company**

By: \_\_\_\_\_  
Gerald J. Hennenhoefler  
Vice President Sales

**CORPORATE AGENCY CONTRACT RIDER**

This rider made and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Columbian Mutual Life Insurance Company of Binghamton, New York, herein call "the Company" and \_\_\_\_\_, an organization organized as a corporation and existing under the laws of the State of \_\_\_\_\_ having it principal place of business at \_\_\_\_\_, hereinafter called "Corporate Agency". The parties agree that this rider shall be attached to the \_\_\_\_\_ contract of the Company and shall represent the Corporate Agency's responsibilities and obligation under the contract to which it is affixed. Said contract dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, shall be modified to the extent that this rider is applicable to the provisions thereof.

**STATEMENT OF RELATIONSHIP**

Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Company and any of the directors, officers, employees, of the Corporate Agency, or between the Company and any Producers appointed by the Corporate Agency. The Corporate Agency shall be free to exercise its own judgment as to the persons it will solicit for insurance and annuities, but the Company may, from time to time, prescribe rules and regulations respecting the conduct of the business covered by this Contract, such rules and regulations to be observed and conformed to by the Corporate Agency, its directors, officers, employees and producers.

**LIMITATIONS UPON AUTHORITY**

The Corporate Agency and its directors, officers and employees shall observe, comply with, and conform to all rules and regulations of the Company now existing or hereafter promulgated and with all applicable laws and Insurance Department rulings and regulations. The Corporate Agency shall require that its Producers likewise observe, comply with, and conform to such applicable laws, rules and regulations. The Corporate Agency and its producers shall not deliver any policy unless the applicant is in good health and in insurable condition at the time of delivery. The Corporate Agency and its Producers shall not deliver any policy unless the first premium has been paid. The Corporate Agency and its Producers shall not deliver any policy after 60 days from the date the policy is mailed from the Home Office. The Corporate Agency and its Producers shall have no power on behalf of the Company to make, alter, or discharge any contract or waive any forfeitures or extend the time for paying a premium or change, alter or modify the performance of any of the terms or conditions of any policy or other contract to which the Company is a party, or change or alter or amend any papers sent to it by the Company, or to receive any money due or to become due to the Company except in any exchange for the Company's official receipt. All monies collected or received by the Corporate Agency or its Producers for or on behalf of the Company shall be held in trust separate and distinct by the Corporate Agency in a separate account for the benefit of the Company and shall in no case be used by it in any manner, or for any purpose whatsoever, but shall be paid over to the Company or its duly authorized representative in accordance with the Company's instructions. The Corporate Agency or its Producers are not authorized to and are expressly forbidden from incurring any indebtedness, extending any credit, or making any payments on behalf of the Company without written authorization from the Company.

**LICENSES AND MEDICAL FEES**

The Corporate Agency shall comply with all state licensing laws required for its officers, directors and employees. The Company shall pay the fees for resident state licenses of the Corporate Agency, its officers, directors, employees, and its duly appointed Producers. All licenses shall be obtained through the Company, unless the State Insurance Department requires otherwise. The Company will pay for medical examinations and inspection fees made in accordance with its instructions with regard to applicants, except in cases where policies which are issued as applied for shall not be put in force, in which event the Corporate Agency shall pay for the medical examinations and inspection fees.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their names.

\_\_\_\_\_ [(Name of Corporation) Corporate Agency]

The following principals for the above named Corporation hereby agree that they will personally, individually, and as an officer of the Corporation, be responsible to the Company for all matters entrusted to the Corporation and for the Corporations' acts and conduct relating to the business of the Company and they and each of them agree to hold the Company harmless from and against any and all claims of or arising out of the acts and conduct of all producers and persons appointed or employed by the Corporate Agency and that they, individually and as officers of the corporation, shall be bound by all the terms and conditions of the Contract with the Company and for all other matters of indebtedness by the Corporation to the Company.

**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

BY: \_\_\_\_\_  
Gerald J. Hennenhoefer  
Vice President Sales

BY: \_\_\_\_\_  
Individually and as (title)  
\_\_\_\_\_  
Individually and as (title)  
\_\_\_\_\_  
Individually and as (title)

**Preliminary Inquiry Regarding  
Part B (Corporations)**

Supplemental Information Regarding Corporate Officers, Stockholders, and Directors  
Who Have Not Completed an Individual Preliminary Contract Inquiry Form

Name of Corporation \_\_\_\_\_ Date \_\_\_\_\_

Corporate ID No. \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Below, list name of:

Officers:

\_\_\_\_\_

Stockholders:

\_\_\_\_\_

Directors:

\_\_\_\_\_

**Business Experience**

Name	Title or Office	Check if Sub-Licensee: <input type="checkbox"/> Life <input type="checkbox"/> A&H
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Have you ever been a General Agent or Agency Manager?  Yes  No

Company	From:		To:	
	Month	Year	Month	Year

Name	Title or Office	Check if Sub-Licensee: <input type="checkbox"/> Life <input type="checkbox"/> A&H
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Have you ever been a General Agent or Agency Manager?  Yes  No

Company	From:		To:	
	Month	Year	Month	Year

Name	Title or Office	Check if Sub-Licensee: <input type="checkbox"/> Life <input type="checkbox"/> A&H
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Have you ever been a General Agent or Agency Manager?  Yes  No

Company	From:		To:	
	Month	Year	Month	Year

# Acknowledgement of Printed Training Material on NYS Regulation 60 Replacement of Life Insurance Policies

After reading the New York State Regulation 60 Instructional Kit, Form No. 2395NY, please complete and sign this form and submit to Columbian Mutual Life Insurance Company's Licensing Department via fax or mail.

Binghamton Office	Syracuse Office
Fax: (607) 724-1599	Fax: (315) 471-3912
Mail: Columbian Mutual Life Insurance Company P.O. Box 1381, Vestal Parkway East Binghamton, NY 13902-1381 ATTN: Licensing Department	Mail: Columbian Mutual Life Insurance Company P.O. Box 1056, 5788 Widewaters Parkway Syracuse, NY 13201-1056 ATTN: Licensing Department

I, \_\_\_\_\_, am, or am in the process of becoming, a licensed agent contracted with Columbian Mutual Life Insurance Company to write life insurance in the state of New York.

I hereby acknowledge receiving and reviewing a NYS Regulation 60 Instructional Kit from Columbian Mutual Life. I am now familiar with the duties of an agent in New York and am able to provide a timely and accurate comparison of a proposed policy that may affect an existing policy in a manner defined as a replacement transaction according to NYS Regulation 60.

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Number

\_\_\_\_\_  
Date



**CONDITIONAL ASSIGNMENT OF COMMISSIONS**

FOR VALUE RECEIVED, I, \_\_\_\_\_ of \_\_\_\_\_, hereby assign, transfer and set over unto \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Assignee," all first-year, renewal and service commissions now due and hereafter to become due on all annuity contracts and on all insurance policies of any and all kinds of insurance, including life, endowment, disability and accident and health contracts, issued by Columbian Mutual Life Insurance Company/Columbian Life Insurance Company payable to me under the terms of my existing agency contract and any future Agency contracts under said ASSIGNEE, including amendments, additions and supplements thereto, while any such contract is in force. Upon termination of said contracts with said assignee, this Assignment will remain in effect as to any policies paid for while contracted with the ASSIGNEE and written while this Assignment of Commissions was in effect. This Assignment will not, however, apply to business written subsequent to either the termination of any and all contracts under said ASSIGNEE or the release of this Assignment of Commissions by said ASSIGNEE, whichever occurs first. However, it is accepted and reserved, from this assignment so much, if any of such commissions as may be or become due and owing to agents under contract with me.

Said Insurance Company is hereby authorized and directed to pay the commissions hereby assigned as they become due directly to Assignee without further notice or demand and without any obligation to see to the proper application thereof by Assignee. The receipt of Assignee shall constitute a full discharge of said Insurance Company on account of such payment.

This assignment is expressly subject to and limited by:

- (a) Any debts or other obligations which I may owe to Columbian Mutual Life Insurance Company/Columbian Life Insurance Company and/or its agents;
- (b) The right of said Insurance Company to deduct from the commissions hereby assigned any and all indebtedness now due or which may hereafter become due from me to said Insurance Company;
- (c) The terms and conditions of my agency contract or any future agency contract;
- (d) Any prior existing assignments of said commissions either to Columbian Mutual Life Insurance Company/Columbian Life Insurance Company or to any other party.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESS: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Agent's Signature (Assignor)

(Name) \_\_\_\_\_  
(Print)

(Address) \_\_\_\_\_

**CONSENT TO ASSIGNMENT**

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY/COLUMBIAN LIFE INSURANCE COMPANY hereby consents to the foregoing Assignment of Commissions assuming, however, no responsibility for the validity or sufficiency thereof.

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY/  
COLUMBIAN LIFE INSURANCE COMPANY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_