

# INNOVATIVE UNDERWRITERS

1700 Market Street, Suite 3232, Philadelphia, PA 19103  
215-875-8650 800-4-INSURance Fax 215-875-3594  
www.Innovativeunderwriters.com

## Columbian Mutual

### LICENSING KIT

Please Complete, Sign and return the following:

- |   |                                                          |          |
|---|----------------------------------------------------------|----------|
| 1 | Agent Questionnaire (Agent MUST Sign Section C)          | Original |
| 2 | Pre-Appointment Inquiry Release                          | Original |
| 3 | Rules of Life Ins. Co. Advertisements                    | Original |
| 4 | Agent Contract                                           | Original |
| 5 | Commission Adjustment Financial Responsibility Agreement | Original |
| 6 | Privacy Statement                                        | Original |
| 7 | Reg 60 Training Form (NY Agents ONLY)                    | Original |
| 8 | Copy of E&O Declaration Page                             | 1 Copy   |
| 9 | Copy of State License Personal/Corporate                 | 1 Copy   |

Are you a Guardian Agent?  Yes or  No

If yes, who is your Guardian General Agent? \_\_\_\_\_

Email address \_\_\_\_\_

# 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: 1700 MARKET STREET, SUITE 3232 PHILADELPHIA PA 19103  
(St. & No.) (City) (State) (Zip Code)

TELEPHONE NUMBER-Res. ( ) \_\_\_\_\_ Bus. (215) 875-8650 FAX (215) 875-3594

EMAIL: JANEHARBY@INNOVATIVEUNDERWRITERS.COM 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.**

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

**AGENT CONTRACT**

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

The following riders are attached to and made part of this agreement:

**Appointment and Authority.**

The Supervising Agent hereby appoints the 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 with the terms and conditions governing such delivery shall have been satisfied. A Supervising Agent as referred to in this contract is either a General Agent or District Agent who is responsible for the supervision of the Agent and under whom the Agent is contracted.

**Statement of Relationship.**

Nothing contained herein shall be construed to create the relationship of employer and employee between the Supervising Agent and the Agent or between the Company and the Agent. The Agent shall be free to exercise his own judgment as to the persons he will solicit for insurance but the Company and the Supervising 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 Agent.

**Basis of Compensation.**

The compensation of the Agent shall be in the form of commissions, if any, on business written by the 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 and numbers of commissions, and to otherwise modify schedules by giving written notice of same to the Agent. Any such change shall apply only to new business applied for after the effective date of the change. Such schedules are to be part of the Agreement. The Company's decision with respect to any disputed commissions shall be final.

**Renewal Commissions.**

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 premium in default and be subsequently reinstated, the Agent shall not be entitled to any further renewal commissions on such policy unless the policy is reinstated through his efforts.

**Offset Against Commissions.**

The Supervising Agent shall have a first lien upon any commissions or other compensation due or which may become due the 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 Supervising Agent from the Agent.

**Refund of Commissions.**

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

**Limitations Upon Authority.**

The 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 ruling and regulations. The Agent shall not deliver any policy unless the applicant is in good health and insurable condition at the time of delivery. The Agent shall not deliver any policy after 60 days from the date the policy is mailed from the Home Office. The 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 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 Agent for or on behalf of the Company shall be held in trust separate and distinct by the 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 Agent is not authorized to and is expressly forbidden from incurring any indebtedness, extending any credit or making any payments on behalf of the Supervising Agent or the Company without written authorization from them.

#### **Advertising.**

The Agent or any person in the employ of the 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 Agent shall keep in the manner prescribed or approved by the Company completed and accurate records of all transactions. Such records and accounts shall be available and subject to examination by the Company or the Supervising 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 Agent, related material 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.

#### **Medical Examination and Inspection Fees.**

The Company shall pay the fee for the Agent's medical examination and inspection fees made in accordance with its instructions except in cases where policies which are issued as applied for shall not be put in force in which event the Agent shall be required to pay for the medical examination and inspection fees.

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

The Company reserves the right, in its sole discretion and without liability to the Agent, to disapprove any application for insurance or annuity submitted to the Company by the 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 commissions 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 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 Supervising 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 Supervising Agent this contract and all rights of the Supervising Agent hereunder and to pay or cause to be paid to the Agent, or his legal representative, such commissions as may be payable under this Agreement in accordance with its terms and conditions and to charge the same to the account of the Supervising Agent. The payment of such commissions by the Company shall release the Supervising Agent, or his representatives, and the Company from all liability hereunder.

#### **Post-Termination Commissions.**

Upon termination of this Agreement the Supervising Agent agrees to pay the Agent the first-year and renewal commissions still due except as hereinafter provided in paragraph (c) under "Termination". In the event of the death of the Agent all such commissions accrued or thereafter to accrue in accordance with the provisions hereof shall be paid to the surviving spouse of the Agent and, upon his or her death, to his or her estate. If the Agent dies leaving no surviving spouse, such commissions shall be paid to the Estate of the Agent.

#### **Ineligibility for Security Benefits.**

The Agent shall not be eligible to participate in the Company's Group Insurance Plan or in any other Security Benefits now or hereafter provided by the Company for its agents.

#### **Prior Contracts.**

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

**Termination.**

- (a) This Agreement may be terminated at any time for any reason by any party hereto upon written notice to the effect to the other parties. It shall be terminated automatically by the death of the Agent.
- (b) If the 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) violated 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 Agent, without prior written consent of the Company, the Company or the Supervising Agent shall have the right to immediately terminate this Agreement by written notice to the Agent of such termination. Said termination shall be effective as of the date of mailing said written notice by certified mail to the last known address of the Agent.
- (c) In the event of termination under paragraph (b) above, any and all interest the 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 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 policy holder who has terminated insurance contracts of the Company within 90 days prior to the termination of this Agreement.

The 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 Agent further agrees that he/she shall not disclose any policy holder 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 Agent agrees that by the Agent's execution of this Agreement, the Company shall have an absolute assignment of the 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 their termination of this agreement; and an absolute assignment of any commissions or compensation due from Columbian Mutual Life to the Agent. Such assignment shall be in an amount equal to the first year compensation and expense originally paid to the agent on Columbian Mutual Life Insurance policy being replaced.

The absolute assignment of commissions is not a limitation of the right 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 Agent.

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

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

X  \_\_\_\_\_  
General/Supervising Agent

The Company hereby approves of this Agreement. The Company guarantees payment of the commissions which the Supervising 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 the termination of the Supervising Agent's Agency contract.

**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

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

# AGENT QUESTIONNAIRE

Agent Name: \_\_\_\_\_

General Agent/Agency: Innovative Underwriters, Inc

NOTE: 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

## 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.

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

## GENERAL AGENT & AGENT PLEASE SIGN

### C. COMMISSION STATEMENTS AND CHECKS

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

X \_\_\_\_\_  
Agent's Signature X must sign

  
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.

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

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

ENCLOSE VOIDED CHECK IF REQUESTING DIRECT DEPOSIT

**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.

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

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

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

**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**

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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.

# 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.

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

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

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

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

For: **Columbian Mutual Life Insurance Company**

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

# 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 Agent).

This Agreement is a supplement to the 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.

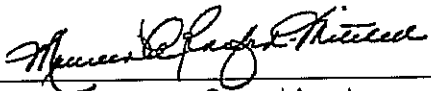
In the event a New Century Senior Protector (NCSP) Life Insurance Policy death benefit is paid, and the date of death is within one year of the effective date of said NCSP Policy, the Agent agrees to immediately repay to the Company any and all first-year compensation received by the Agent for the sale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

The Agent agrees to immediately repay to the Company any and all first-year compensation received by the Agent for the sale of 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 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 Agent, the Company will require from the Agent immediate payment of any amount then due and owing. Should the Agent refuse to or be unable to pay to the Company the balance due and owing, the Broker 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 \_\_\_\_\_  
Agent

### COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

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

# 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.

<b>TO: General Agent</b> <i>Must complete this section for all producers whether or not requesting annualization and initial below.</i>
ANNUALIZE <input type="checkbox"/>
DO NOT ANNUALIZE <input checked="" type="checkbox"/>
AGENT NAME: _____
DATE: _____
GA INITIALS <i>mjm</i>

\_\_\_\_\_  
Producer

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

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Gerald J. Hennenhoefer  
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		
Have you ever been a General Agent or Agency Manager? <input type="checkbox"/> Yes <input type="checkbox"/> 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		
Have you ever been a General Agent or Agency Manager? <input type="checkbox"/> Yes <input type="checkbox"/> 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		
Have you ever been a General Agent or Agency Manager? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Company	From:		To:		
	Month	Year	Month	Year	



**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

HOME OFFICE: BINGHAMTON, NY  
ADMINISTRATIVE SERVICE OFFICE: 5788 WIDEWATERS PARKWAY  
PO BOX 1056 • SYRACUSE, NY 13201-1056  
TELEPHONE: (877) 238-5433 • www.cmlife.com

**REQUEST FOR DIRECT DEPOSIT OF COMMISSIONS**

I authorize Columbian Mutual Life Insurance Company to transfer my compensation electronically to my checking / savings (please circle one) account at:

\_\_\_\_\_ (Bank or Credit Union)

I understand that once eligible, it may take one statement cycle before Direct Deposit takes effect.

\_\_\_\_\_  
Producer Name (please print)

\_\_\_\_\_  
CML Agent No.(s)

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

\_\_\_\_\_  
Date

**Please attach a voided blank check or deposit slip with your request.\***

\*If the name on the bank account is not the same name contracted with Columbian Mutual Life, additional forms may be required. Please call the Commission Department at (800) 347-0960, Ext. 7501, with questions.

You may fax this form to (315) 413-7549.

(Attach check here)