

# COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

Home Office: Binghamton, NY

## COLUMBIAN LIFE INSURANCE COMPANY

Home Office: Chicago, Illinois

Administrative Service Offices:

Binghamton, NY · Norcross, GA · Syracuse, NY

### Family Solutions Contracting Information Form

I am interested in representing the Company as a(n):

☐ Agent ☐ General Agent ☐ Sales Manager ☐ District Agent ☐ Licensed Only Agent / Solicitor

Applicant Name: \_\_\_\_\_

First Middle Last  
Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Gender: ☐ Male ☐ Female

Resident Address \_\_\_\_\_  
Address (If P.O. Box include physical street address)

City State Zip County Resident Phone (\_\_\_\_) \_\_\_\_\_

Business Name \_\_\_\_\_ Tax ID # \_\_\_\_\_

Business Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Street or P.O. Box Street or P.O. Box

City State Zip City State Zip

If Mailing Address is a P.O. Box please indicate which address to use for shipments: ☐ Resident ☐ Business

Telephone # (\_\_\_\_) \_\_\_\_\_ Cell # (\_\_\_\_) \_\_\_\_\_

Fax # (\_\_\_\_) \_\_\_\_\_ Website Address \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred method of contact: ☐ Email ☐ Fax ☐ Mail ☐ Web

May name be included in Company Publications: ☐ Yes ☐ No Usually called: \_\_\_\_\_

If any relative(s) of producer work(s) for Columbian Financial Group, please name: \_\_\_\_\_

I am contracting as an: ☐ Individual ☐ Corporation ☐ Partnership ☐ Sole Proprietor

#### IF CONTRACT IS FOR A CORPORATION PLEASE COMPLETE THIS SECTION

List all principals having authority to execute contracts on behalf of the Corporation.

Corporation tax identification number: \_\_\_\_\_ (Attach additional sheet if needed)

Name _____	Title _____	Check if Sub-Lic L__H__
Name _____	Title _____	Check if Sub-Lic L__H__
Name _____	Title _____	Check if Sub-Lic L__H__

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Applicant Name: \_\_\_\_\_ RSD Name \_\_\_\_\_

Are you a U.S. Citizen? If not, note country of citizenship. \_\_\_\_\_ Yes ☐ No ☐

Are you licensed to sell Life Insurance? Yes ☐ No ☐

Are you licensed to sell Accident and Health? Yes ☐ No ☐

**If any question is answered yes, please provide full details on a separate sheet of paper.**

Have you or the business:

Ever been contracted by Columbian? Yes ☐ No ☐

Ever had a contract with any insurance company revoked or suspended? Yes ☐ No ☐

Ever had an insurance license revoked or suspended? Yes ☐ No ☐

Ever been terminated from any contract or employment relationship for cause? Yes ☐ No ☐

Ever been fined by an Insurance Department? Yes ☐ No ☐

Ever filed for Bankruptcy? Yes ☐ No ☐

Ever had or have any past due or delinquent child support? Yes ☐ No ☐

Ever had or have any past due or delinquent tax liens? Yes ☐ No ☐

Ever been convicted of any criminal felony? (If yes, please attach a copy of the final disposition) Yes ☐ No ☐

If yes, was the felony involving dishonesty or a breach of trust or any offense under the Federal Crime Act (18USCA 1033)? Yes ☐ No ☐

Are you indebted to any Life Insurance Company, its Managers or General Agents? Yes ☐ No ☐

If yes, have you been reported through Vector One? Yes ☐ No ☐

If yes, is debt being repaid? Yes ☐ No ☐

Are you currently contracted with any other life or health insurance company(ies)? Yes ☐ No ☐

CFG expects and requires you to honor any existing agreement with any prior companies.

**Current / Previous Sales Record (Past 10 Years):**

Company/Title From To No. of Policies Premium Persistency %/ \_\_\_\_\_ Months

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheet if needed)*

**Projection of your first year of operation:**

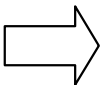
No. of Policies: \_\_\_\_\_

Premium Volume: \_\_\_\_\_

Face Amount Volume: \_\_\_\_\_

**Required: If contracting as general agent for Syracuse products, please note the number of years of experience you've had as a general agent:** \_\_\_\_\_

I hereby acknowledge the answers I have provided on this application are true and accurate statements to the best of my knowledge. Discovery of undisclosed derogatory information during the contracting process could result in denial of my contract request or immediate termination of contract if approved:



Signature of Applicant

Print Name of Applicant

Dated at \_\_\_\_\_ this day of \_\_\_\_\_, 20\_\_\_\_

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### Background Report Release and Authorization Form

The applicant for appointment as an agent or representative of Columbian Mutual Life Insurance Company and/or Columbian Life Insurance Company (hereinafter the "Company") acknowledges that the Company may now, or at any time while appointed, verify information within the application for appointment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description of your rights under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living. This information may be obtained by contacting your present and previous employers, insurance carriers or references supplied by you. Please be advised that you have the right to request in writing within a reasonable time that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 168 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

By signing below, I hereby authorize all entities having information about me, including present and former insurance carriers, employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies and credit reporting agencies, to release such information to the Company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my appointment.

Date: \_\_\_\_\_

Signature of Applicant

Applicant's Name (Please Print)

For Maine and New York Applicants Only: Upon request, you will be informed whether or not a consumer report was furnished, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants Only: The Consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800.260.1680.

For California, Minnesota and Oklahoma Applicant's Only: A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If an investigative consumer report and/or consumer report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

\*California applicants: If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the carrier receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).



## A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA)). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its finding to the CRA. (The source must also advise national CRAs – to which it has provided the date – of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact an error.
- **Outdated information may not be reported.** In most cases a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the list for two years. If you request, complete, and return the CRA form provided for this purpose you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

<b>FOR QUESTIONS OR CONCERNS REGARDING:</b>	<b>PLEASE CONTACT:</b>
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s names)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

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### Producer Contract

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This agreement (hereinafter referred to as the “**Contract**”) is by and between COLUMBIAN MUTUAL LIFE INSURANCE COMPANY and COLUMBIAN LIFE INSURANCE COMPANY (hereinafter referred to as the “**Company**”), and

\_\_\_\_\_  
(Producer Name – Individual, Partnership, Trade or Corporate name)

(hereinafter referred to as the “**Producer**”), with offices located at

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

\_\_\_\_\_  
(City, State Zip)

Whenever required for the proper interpretation of this Contract, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The parties to this Contract hereby agree:

#### I. DEFINITIONS

1. “**Business Entity**” – a limited liability company, partnership, corporation or other entity.
2. “**Commission**” – the amount of money paid to an agent for selling an insurance policy. The commission will be calculated as a percentage of the premium and/or face amount on each policy sold. Commissions will be paid per Company practices and in accordance with state regulation.
3. “**Downline Producer**” – a member of a Producer’s Hierarchy/Network who is downline from the Producer.
4. “**Expense Allowance Payment**” – **Subject to New York State Law, this payment is available on Columbian Mutual life products ONLY.** It is a reimbursement made by the Company for expenses incurred in soliciting and servicing individual life insurance business for the Company subject to the rules of the state of New York and in accordance with Company practice.
5. “**General Agent**” – a Producer who the Company has designated a “General Agent” who has a Producer Contract and who maintains a Producer’s Hierarchy/Network.
6. “**Policy**” – any individual contract of life insurance, annuity, accident and health insurance or group certificate of life insurance (but not including disability benefit law policies of any jurisdiction) issued by the Company upon an application procured by the Producer, or a Downline Producer, and on which the first full premium payable is paid to the Company while this Contract is in force.
7. “**Policyholder**” – any individual or entity holding a Policy.
8. “**Producer**” – any person or Business Entity licensed to solicit life insurance as an agent or broker and who enters into a Producer Contract.
9. “**Producer Contract**” – a written agreement approved by the Company, and signed by the Company and a Producer (and, if applicable an Upline Producer and General Agent) pursuant to which the Producer is authorized to solicit life insurance on behalf of the Company.
10. “**Producer’s Hierarchy/Network**” – the network of contracted Producers associated with the Producer and recorded as such on the Company’s records, consisting of:

- a. The Producer;
  - b. Upline Producers;
  - c. Downline Producers personally recruited by the Producer; and
  - d. Any additional Downline Producers consequently recruited through that network of Downline Producers.
11. **“Solicitor”** – a Downline Producer whose commission and/or expense allowance schedules are determined by a separate agreement between him/her and an Upline Producer, and who enters into a Producer Contract without attached commission and/or expense allowance schedules.
12. **“Upline Producer”** means a member of a Producer’s Hierarchy/Network who is upline from the Producer.

## **II. APPOINTMENT AND TERRITORY**

The Company hereby appoints the Producer and the Producer accepts such appointment. If this Contract is signed by an Upline Producer and/or General Agent, the Producer is becoming a Downline Producer as part of such Upline Producer and/or General Agent’s Producer’s Hierarchy/Network. If this Contract is signed only by the Company and the Producer, the Producer shall be deemed to be contracting directly with the Company.

The Producer has no authority except as expressly provided in this Contract. The Producer shall have the authority and power, subject to all the terms, conditions and limitations set forth herein, to solicit applications for life insurance policies without territorial exclusivity, personally or through Downline Producers contracted with the Company under the Producer’s Hierarchy/Network.

Any business produced by the Producer or any Downline Producer within the Producer’s Hierarchy/Network is subject to the Company’s underwriting process to determine whether the Policy applicant is an acceptable risk. Based on the underwriting process, the Company may reject applications for insurance without specifying the reasons therefor, and may cancel or rescind any Policy, as permitted by law.

## **III. RELATIONSHIP BETWEEN THE PARTIES**

The Producer shall be an independent contractor and not an employee, associate, joint venturer or partner of the Company and shall be treated as such for all purposes; including but not limited to federal and state taxation, withholding, unemployment insurance and workers’ compensation. Nothing contained in this Contract shall be so construed as to create the relationship of employer and employee between the parties to this Contract.

The Producer may exercise his/her own judgment as to the time and manner in which he may perform under this Contract. The Producer shall be permitted to work any hours he/she chooses, and shall be permitted to work out of his or her own office or home or the office of the person(s) for whom services are performed.

The person(s) for whom services are performed may, in its/their discretion, provide office facilities, clerical support and supplies for the use of the Producer, but the Producer shall otherwise bear his or her own expenses, including but not limited to automobile, travel and entertainment expenses.

The Company, the Producer and any other person(s) for whom services are performed under this Contract shall comply with the requirements of their respective state’s insurance law and the regulations pertaining thereto, but such compliance shall not affect the Producer’s status as an independent contractor nor should it be construed as an indication that the Producer is an employee of the person(s) for whom services are performed for any purpose whatsoever.

As set forth below in Section VI, this Contract and the association(s) created thereby may be terminated by any party hereto at any time with notice given to the other(s).



To comply with legal requirements, the Producer accepts the following obligations:

- a) The Producer will conform to all applicable laws and regulations, including but not limited to those of the states of New York and Illinois, and any ethical and other guidelines established by the Company to ensure compliance with such laws and regulations.
- b) The Producer shall obtain and maintain at his/her sole cost and expense all licenses and/or bonds that he/she is or shall be required to possess in order to perform the services described in this Contract.
- c) The Producer agrees to educate himself/herself about his/her responsibilities as a professional and become knowledgeable about compliance and market conduct rules and regulations in the insurance industry.
- d) The Producer also agrees to collect and remit to the Company within seven (7) days all monies received by him/her as payment of initial or reinstatement premiums for credit against the proper account. During any period while any such monies remain in his/her possession, he/she shall hold them in trust, as a fiduciary for the Company, in a segregated account not commingled with any of his/her private or other funds.
- e) The Producer shall keep and maintain complete and accurate records of the business transacted by him/her under this Contract. The Company shall have the right to audit the books and records of the Producer and make copies of such records at any time it deems necessary. All documents and other material and equipment furnished to the Producer by the Company shall be returned to the Company on demand.

#### **IV. PAYMENTS TO THE PRODUCER DURING TERM OF CONTRACT**

##### **a) In General**

The Company shall pay to the Producer, subject to the terms and conditions of this Contract, the commission and/or expense allowance payments as set forth in the applicable Schedules attached hereto and made a part of this Contract. Schedules shall be subject to change upon written notice from the Company to the Producer, but such change shall not affect any business issued upon applications procured prior to the date when such change becomes effective. If the Producer's services are being engaged as a Solicitor, no commission and/or expense allowance schedules are attached to this Contract and, instead, the Solicitor's commission and/or expense allowance shall be determined by separate agreement between the Solicitor and an Upline Producer.

##### **b) Changes, Conversions or Replacement of Policies**

Changes, conversions and replacement of policies are highly regulated. Notwithstanding any other provision of this Contract, in the event that a Policy is changed or converted to a new Policy, or a new Policy is issued and a previously existing Policy on the same life or person is terminated or lapsed within a specified time ("specified time" shall be such period as the Company shall set forth in writing) before or subsequent to the issuance of the new Policy, then the commission and/or expense allowance payment, if any, payable on such new Policy shall be determined in accordance with the rules and regulations of the Company in effect at the time of such new issue, change or conversion.

In the event that a policy is changed to a new policy, or a new policy is issued and a previously existing policy on the same life is terminated or lapsed within twelve (12) months before or subsequent to the issuance of the new policy, the commission and/or expense allowance payments payable on such new policy shall be determined by the rules and practices of the Company in effect at the time of such change or new issue. It shall be the obligation of the Producer to pay any commission and/or expense allowance payments due under any agreement between the Producer and his/her Solicitors. The Producer shall indemnify the Company for and hold harmless from any loss or expense incurred by reason of the Producer's failure to make such payments.

##### **c) Applications That Fail Underwriting, Lapsed Policies, Rescissions, Cancellations, Premium Refunds and Modifications**

No commission and/or expense allowance payment shall be payable on any application that does not successfully survive the underwriting process. As a result of the underwriting process, the Company may offer the Policy applicant a Policy that varies in terms from that for which the individual applied (i.e., the Company may require a higher premium, the Company may limit the amount of the Policy, etc.). Any modifications resulting in a change to monies paid to the Company may affect the Producer's commission and/or expense allowance payment. No commission and/or expense allowance payments should be payable on a Policy that lapses and is not reinstated. If a lapsed Policy is later reinstated, the Producer(s) responsible for the reinstatement, not the Producer(s) initially responsible for procuring the Policy, will receive credit for the Policy. Should the Company refund premiums for any reason, including but not limited to cancellation and rescission, on a Policy written on any application secured by or through the Producer or his/her Producer's Hierarchy/Network, the Producer shall reimburse to the Company any and all commission and/or expense allowance payments received by him and his Downline Producers for the payment of such premiums.

Notwithstanding the above, the Company agrees that no repayment will be demanded of the Producer until the Company has made, what in the judgment of the Company, is a good faith reasonable effort to recover said commission and/or expense allowance payment from the Downline Producer(s).

## **V. AGENTS AND/OR SOLICITORS**

### **a) Contracting of Downline Producers**

The Producer may recruit and recommend to the Company qualified licensed Downline Producers to solicit business on behalf of the Company under the Producer's Hierarchy/Network.

Any such Producer Contract may be terminated by the Company in accordance with Section VI below. If a Producer wishes the Company to terminate the Producer Contract of any Downline Producer within the Producer's Hierarchy/Network, the Producer may forward to the Company a request for termination in writing in accordance with the Downline Producer's Producer Contract.

Producers are prohibited from recruiting existing Columbian producers and/or solicitors from other Columbian hierarchy/networks. A producer and/or solicitor may transfer to another Producer's Hierarchy/Network if the producer and/or solicitor obtain prior written consent from the Company and the General Agent. If the requested transfer could be detrimental to the Company or any of its policyholders, the request may be denied by the Company or the General Agent. If the current General Agent does not consent to the requested transfer, the producer and/or solicitor may terminate his contract with the Company and apply for appointment with a new General Agent after a period of at least six (6) months. If the producer and/or solicitor has any outstanding debt to the Company, the balance must be paid in full before the Company will authorize the appointment. When a producer and/or solicitor transfers to a new General Agent all existing business written by that producer and/or solicitor remains with the General Agent under which the business was originally written.

### **b) Responsibility of the Producer**

The Producer shall be responsible for the actions, relating to the business of the Company, of his employees (e.g., office assistants, bookkeepers, etc.), as well as the Downline Producers with whom he has contracted until such time as said Producer Contract is terminated, as the case may be. Any liability arising from a Downline Producer's acts prior to the effective date of the Contract termination shall be the liability of the Producer regardless of when such acts became known to the Producer or the Company. The Producer shall take all necessary steps to assure compliance with applicable laws and regulations.

### **c) Payments**

Except as otherwise requested by the Producer and agreed to by the Company, any Commission and/or expense allowance payable by the Producer to a Downline Producer will be paid by the Company directly to such Downline Producer. In making such payments, no assignment, pledge of, or lien on any producer's and/or solicitor's commission and/or expense allowance due the Producer shall be binding upon the

Company, unless timely written notice is given and the Company agrees in writing to abide by such assignment, pledge or lien.

If the Producer so requests and the Company approves such request, it shall be the obligation of the Producer to pay any commission and/or expense allowance due under any agreement between the Producer and his/her Downline Producers. In such case, the Producer shall indemnify the Company and hold it harmless from any loss or expense incurred by reason of the Producer's failure to make such payments.

## **VI. TERMINATION OF CONTRACT AND COMMISSION THEREAFTER**

As set forth below, the Contract and the association created thereby may be terminated by any party hereto at any time with notice given to the other(s).

### **a) Termination for Cause**

The Company will notify the other party(ies) if it is terminating the Contract for cause. If the Company terminates this Contract for cause, if the Producer is a Business Entity, the acts of any or all the partners or of any or all the employees (e.g., office assistants, bookkeepers, etc.), officers, directors, managers, members and shareholders of the Business Entity shall be deemed to be acts of the Producer.

Upon termination of this Contract for cause, as set forth herein, the Company shall immediately take possession and control of all the Producer's accounts and no further commission and/or expense allowance shall be payable to the Producer except for commission and/or expense allowance accrued and payable as established by the Company prior to such termination, reduced by any outstanding indebtedness to the Company.

For purposes of this Contract, "cause" shall mean:

1. Breach of any provision of this Contract;
2. Violation of any of the laws and regulations governing insurance in any state in which the Producer does business for the Company and/or its affiliates, and/or guidelines of the Company established for the purpose of ensuring compliance with applicable laws and regulations;
3. The Company's determination that the Producer committed any of the activities set forth in insurance law or code of their respective state;
4. Revocation or suspension of any of the licenses allowing the Producer to transact business under this Contract; and/or
5. Failure to repay indebtedness to the Company within thirty (30) days of written demand.
6. Induce any policyholder to relinquish, surrender, lapse, or substantially borrow or withdraw from, a policy issued by the Company in contravention of the applicable state regulations on replacement.

For all Producers except Solicitors, upon termination of this Contract for cause, no further commission and/or expense allowance shall be payable to the Producer. For Solicitors, the payment of commission and/or expense allowance upon termination for cause shall be determined by agreement between the Solicitor and an Upline Producer.

### **B) Termination Without Cause**

This Contract shall terminate without cause for the death or total disability of the Producer, provided however, that if the Producer is a Business Entity, the death or total disability of any partner or member shall not of itself terminate this Contract, which shall continue in force in favor of the surviving partner(s) or members(s) of the Business Entity. "Total disability" means the total, permanent physical or mental incapacity to perform satisfactorily as a Producer of the Company as determined in each case at the sole discretion of the Company.

This Contract may also be terminated by any party, without cause, by 30 day notice by one party to the other party(ies).

For all Producers except Solicitors, upon termination of this Contract without cause, the Company shall continue to pay commission and/or expense allowance due or thereafter becoming due on policies issued on applications received by the Company prior to such termination, subject to the following limitations:

1. Vesting of Commissions and/or Expense Allowance may differ by product. Refer to Commission schedules for vesting information by product.
2. Payment of commission or expense allowance by the Company may be deferred until the outstanding amount of such commission or expense allowance exceeds a certain minimum amount as determined by the Company.
3. Upon the death of a Producer who is not a Solicitor, any commission or expense allowance shall be paid to the executor or administrator of the estate of such Producer.

For Solicitors, the payment of commissions or expense allowance upon termination without cause shall be determined by agreement between the Solicitor and an Upline Producer.

**c) Breach subsequent to termination**

If at any time after the termination of this Contract, the Producer commits any acts specified in the "Termination for Cause" section of this Contract, the Company shall have the right to end all future payments of any kind whatsoever under this Contract. This provision shall endure beyond the termination of all other terms, conditions and provisions of this Contract.

**f) Termination or restriction of writing privileges or appointment**

The Company reserves the right to suspend, terminate or limit the writing privileges or the appointment of the Producer and/or Producers within the Producer's Hierarchy/Network upon written notice.

**VII. CONFIDENTIALITY OF INFORMATION**

- a) The Producer shall not disclose or use any nonpublic personal information concerning the Company or the Company's customers (including but not limited to the Company's Policyholders, insureds, annuitants, claimants, beneficiaries, and applicants), which information may include names, addresses, telephone numbers, birth dates, Social Security numbers, insurance policy or annuity information, health information, financial information or any other personally identifiable information (such information to be referred to herein as "**Company Customer Information**") for any purpose other than to carry out the duties and functions of the Producer as set forth in this Contract, or as otherwise permitted under applicable law and regulations.
- b) The Producer shall establish appropriate safeguards to protect against the inadvertent disclosure of the Company Customer Information to any other person or entity. In the event of any improper or unauthorized disclosure of Company Customer Information while in the custody or control of the undersigned, the undersigned shall immediately notify the Company so that the Company and the undersigned may take appropriate remedial action.
- c) Special attention must be paid to the use and disclosure of Protected Health Information ("**PHI**") as is defined in the Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996. Specifically, the Producer and all Downline Producers in the Producer's Hierarchy/Network will establish and implement appropriate safeguards, consistent with applicable law and regulations, for PHI that is created, received, used or disclosed in the performance of the obligations under this Contract.

Additionally, upon receiving a written request from the Company, the Producer must make available in a timely manner the information required by the Company to provide an accounting of the uses and disclosures of PHI in accordance with the HIPAA privacy rule.

**VIII. GENERAL PROVISIONS**

**a) Entire Contract & Amendments**

This Contract, which includes the attached Addendum(s) and Schedule(s), constitutes the entire agreement concerning the matters covered by this agreement and supersedes all prior written agreements with the Company. In some instances, the Contract will have no attachments. No modification or amendment of this Contract, except as otherwise provided herein, shall be binding upon the Company or upon the Producer unless the same shall be in writing and acknowledged by a duly authorized officer of this Company and the Producer.

**b) Effective Date, Governing Law, Other Provisions**

This Contract shall take effect as of the date executed below and shall be construed in accordance with the laws of the producer's state without regard to choice of law or conflict of laws principles, except that there shall be no presumption against the drafter in the interpretation of any provision of this Agreement.

The parties to this Contract consent to the jurisdiction and venue of the courts of states of New York and/or Illinois with respect to any claim or cause of action related to or arising under this Contract, and the parties agree that any such claim or cause of action of any party against the other will be brought exclusively in such court and no other. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE, INCURRED DIRECTLY BY SUCH OTHER PARTY.

Neither party will bring any legal or equitable action related to or arising under this Contract more than three (3) years after the cause of action accrued.

**c) Waiver**

The failure of the Company to enforce any provision of this Contract or the failure to insist upon strict compliance shall not constitute a waiver by the Company of any such provision and shall not be deemed to constitute a course of conduct or waiver as to any subsequent acts.

**d) Guarantees**

If the Producer is a Business Entity, each shareholder, member, or partner personally and fully guarantees the performance by the Producer of every agreement, covenant and undertaking hereunder.

**e) Indebtedness**

The Producer is responsible for and agrees to indemnify and reimburse the Company for any indebtedness or obligations incurred or created by the Producer or his/her employees (e.g., office assistants, bookkeepers, etc.) and for any outstanding indebtedness incurred by Downline Producer(s) in the Producer's Hierarchy/Network or such Downline Producer's employees (e.g., office assistants, bookkeepers, etc.).

If the Company returns any premium or premiums or becomes liable for the return thereof, the Producer shall repay promptly upon demand the total amount of commission or expense allowance received by the Producer on such premiums.

The Producer grants the Company a first lien in and to all commission and/or expense allowance payable under this Contract and any commission and/or expense allowance payable under any other agreement between the Producer and any affiliate of the Company, for any indebtedness due from the Producer or any Downline Producer(s) in the Producer's Hierarchy/Network, including sums advanced or loaned by the Company. The Company may, at any time while this Contract is in effect or thereafter, withhold, deduct and apply all sums which would otherwise be due and payable to the Producer to reduce any Indebtedness. The Company may, at its discretion, charge

interest on any outstanding balance. The Producer may not offset against such debts any monies accrued or to accrue under this Contract, that are not yet payable.

The Company may, at its sole discretion, demand full payment for any indebtedness that remains outstanding for more than thirty (30) days. The Producer agrees to pay the Company any and all indebtedness immediately upon written demand. If such indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such indebtedness, all costs of collection, including, but not limited to, court costs, reasonable attorneys' fees and any other expenses related to the indebtedness. The terms of this provision shall not be impaired by termination of this Contract.

Notwithstanding the above, the Company agrees that no repayment will be demanded of the Producer until the Company has made, what in the judgment of the Company, is a good faith reasonable effort to recover said commission and/or expense allowance payment from the Downline Producer(s).

**Indemnification and Hold Harmless**

The Producer shall indemnify and hold the Company, its officers, directors, employees, and affiliates harmless from any loss, expense, cost or judgment resulting from any claim, demand, obligation or cause of action against the Company that arises out of or in connection with, or relates to this Contract or any act, failure to act or conduct on the part of the Producer or any Downline Producer within the Producer's Hierarchy/Network relating to the business of the Company. The Producer agrees that if any legal action is brought against the Producer or the Company, or against both parties jointly, resulting from any act or omission of the Producer, Downline Producers within the Producer's Hierarchy/Network, the Producer's or Downline Producer's employees (e.g., office assistants, bookkeepers, tec.) or by reason of the failure of the Producer to pay any commission and/or expense allowance or other costs arising from any issued Policy which was procured by the Producer or any Downline Producers within the Producer's Hierarchy/Network, then the Company may require the Producer to defend such action, or, at its sole discretion, the Company may defend such action and expend such sums as it deems proper, including attorneys' fees, and the Producer will be chargeable therewith, as well as any amount which may be recovered against the Company in any such action. The Producer shall not institute legal proceedings in the name of the Company.

**f) Notice**

Any notice required or permitted to be given under this Contract must be in writing and shall be delivered personally to a duly authorized officer of the Company. In lieu of personal delivery, any notice shall be given by mail to the Administrative Service Office of the Company or in case of notice to the Producer, to the address which the Producer specifies to the Company in writing.

**g) Validity**

If any provision of this Contract is or shall be deemed to be illegal, the provision shall be modified to the minimum extent required to render the provision legal, and the remainder of the Contract shall not be affected thereby.

**h) Assignments**

No commission and/or expense allowance, rights or interest arising from this Contract shall be subject to assignment without the prior written consent of the Company, and any such assignment without the prior written consent of the Company shall be null and void. Any such assignment shall be subject to the prior lien of the company for any Indebtedness to the Company that is due or may become due from the Producer.

**i) Amendment of Contract**

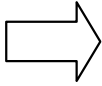
No modification or amendment of this Contract, except as otherwise provided herein, shall be binding upon the company or upon the Producer unless the same shall be in writing and acknowledged by a duly authorized officer of this Company and the Producer.



IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRODUCER**

I understand and agree to the terms of this Contract.



\_\_\_\_\_  
Name of Producer

X

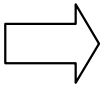
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title If Not An Individual

\_\_\_\_\_  
Date

**GENERAL AGENT (if applicable)**

I recommend that the Company contract the Producer according to the terms of this Contract. I acknowledge my responsibilities and obligations with regard to such Producer as set forth in the Producer Contract with the Company.



\_\_\_\_\_  
Name of General Agent

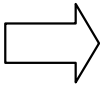
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of General Agent, If Not An Individual

\_\_\_\_\_  
Date

**UPLINE PRODUCER (if applicable)**

I recommend that the Company contract the Producer according to the terms of this Contract. I acknowledge my responsibilities and obligations with regard to such Producer as set forth in the Producer Contract with the Company.



\_\_\_\_\_  
Name of Upline Producer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title, If Not An Individual

\_\_\_\_\_  
Date

**Signature of Authorized Representative of Columbian Mutual Life Insurance Company and Columbian Life Insurance Company.**

I approve this Contract.

\_\_\_\_\_  
Name of Authorized Company Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

Home Office: Binghamton, New York

## COLUMBIAN LIFE INSURANCE COMPANY

Home Office: Chicago, IL

Administrative Service Offices:  
Binghamton, NY · Norcross, GA · Syracuse, NY

### Agreement for Advanced Commission

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#### Definitions

“Company” means Columbian Mutual Life Insurance Company and/or Columbian Life Insurance Company.

“Producer” means the Producer identified on Page 3 of this Agreement.

“Upline Producer” means a member of the Managing General Agent or General Agent’s Hierarchy who is upline from the Producer identified on page 3 of this Agreement.

“Commission” means any commission, production bonus or expense allowance payment in accord with applicable state regulations.

“General Agent” and “Managing General Agent” are used interchangeably in this document.

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The General Agent recommends, and the Producer requests, the Company to advance commission to the Producer against future commission to be earned according to the provisions of the Producer’s Contract (the “Contract”). The Company and/or the General Agent reserve the right to require the written recommendation and consent of any Upline Producer.

The parties hereby agree as follows:

1. All commission advanced by the Company to the Producer shall constitute a personal obligation of the Producer to the Company and an “Indebtedness” to the Company as defined in the Contract. Such advanced commission is subject to the provisions of the Contract. Producer grants the Company a first lien and right of offset equal to the amount of such Indebtedness in and to all commission due or to become due to the Producer under the Contract, or any other contract between the Producer and the Company or the Company’s affiliates.
2. The amount of advance will be (*check one*):

☐ **25%** (3 Month); ☐ **50%** (6 Month); or ☐ **75%** (9 Month)

of the total first-year commission payable to the Producer based upon monthly premium for any eligible policy. Refer to the product commission schedule for advance commission limits. The Company may, at its sole discretion, change advance commission limits at any time.

3. Only policies issued after this Agreement takes effect where the premium is payable by electronic funds transfer (bank draft) are eligible for commission advances. Policies written on the Producer’s immediate family (spouse, parent or children) are not eligible for commission advances. The Company will advance commission on eligible policies after the policy has been issued and the initial premium received by the Company.

4. Commission that has been advanced on any policy will be repaid by commission earned on the same policy. After the advance for the policy has been repaid in full, subsequent earned commission will be paid to the Producer, provided that the Producer remains in good standing with the Company. Any chargeback will be deducted from the next production advance or any earned or renewal commission. In the event a policy for which commission has been advanced terminates or is transferred to another producer, the outstanding balance of commission advanced on any policy shall immediately be due and payable, and will be repaid out of commission due to the Producer on other policies.
5. The Company reserves the right to request immediate repayment of any indebtedness in full, upon written notification to the Producer.
6. The Company reserves the right to increase or decrease the advance schedule upon written notice to the Producer. If the change is an increase, the General Agent and the Producer (and any applicable Upline Producer) must agree in writing for the increase to become effective.
7. This Agreement may be terminated at any time by any party hereto upon written notice to the last known address of the other parties.
8. Upon termination of this Agreement or the Producer's Contract, all advanced commission shall immediately become due and payable in full. In determining the Producer's Indebtedness to the Company, the books and records of the Company shall establish a rebuttable presumption of such Indebtedness.
9. In order to remain eligible for commission advances, the producer must maintain an adequately high persistency level, low NTO (Not Taken Out) rate, and level of production acceptable to the Company.

By signing this Agreement the Producer represents and warrants that (1) the Producer has not assigned, transferred, mortgaged or otherwise encumbered any commission payable under the Contract and (2) there are no suits or proceedings pending, or to the knowledge of the Producer, threatened against or affecting the Producer which, if adversely determined, could have a material adverse effect on the financial condition or insurance agency business of the Producer. If any such suits or proceedings are initiated or threatened while this Agreement is in effect, the Producer shall promptly notify the Company in writing.

If the Producer is a corporation, partnership or limited-liability company, the individual signing below certifies that he or she has full authority to authorize this Agreement and bind the Producer to its terms; and hereby accepts liability on this Agreement both individually and as an officer of the Producer.

If any provision of this Agreement is or shall be deemed to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby.

This Advance Agreement shall be governed by and construed in accordance with the laws of the state of New York for Columbian Mutual Life Insurance Company and the state of Illinois for Columbian Life Insurance Company applicable to contracts entered into therein, without reference to principles of choice of law or conflicts of laws. The parties to this contract consent to the jurisdiction and venue of the courts of New York or Illinois, respectively, with respect to any claim or cause of action related to or arising under this Contract, and the parties agree that any such claim or cause of action of any party against the other will be brought exclusively in such court and no other. **THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.**

**UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER OR NOT FORSEEABLE, INCURRED DIRECTLY BY SUCH OTHER PARTY.**

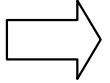
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

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**PRODUCER**

I understand and agree to the terms of this Agreement.



\_\_\_\_\_  
Name of Producer

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title If Not An Individual

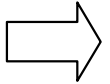
\_\_\_\_\_  
Date

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**GENERAL AGENT**

I recommend that the Company advance compensation to the Producer according to the terms of this Agreement. I acknowledge my responsibilities and obligations with regard to such Producer as set forth in the Producer Contract with the Company.



\_\_\_\_\_  
Name of General Agent or Upline Producer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title If Not An Individual

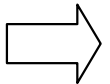
\_\_\_\_\_  
Date

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**UPLINE PRODUCER (if applicable)**

I recommend that the Company advance compensation to the Producer according to the terms of this Agreement. I acknowledge my responsibilities and obligations with regard to such Producer as set forth in the Producer Contract with the Company.



\_\_\_\_\_  
Name of General Agent or Upline Producer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title If Not An Individual

\_\_\_\_\_  
Date

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**Signature of Authorized Representative of Columbian Mutual Life Insurance Company and/or Columbian Life Insurance Company.**

I approve this Agreement.

\_\_\_\_\_  
Name of Authorized Company Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**FOR FUTURE USE**  
**NOT TO BE COMPLETED AT TIME OF INITIAL AGREEMENT**

**CHANGE TO ADVANCE SCHEDULE**

Date of Change: \_\_\_\_\_ Type of Change: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Name of Authorized Company Representative

\_\_\_\_\_  
Signature

If the change is an increase, the parties indicated below must sign in order for the change to become effective:

- ☐ Producer  
☐ General Agent  
☐ Upline Producer: \_\_\_\_\_  
☐ Upline Producer: \_\_\_\_\_

If required, each party agrees to this change by signing below:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of General Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Upline Producer (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Upline Producer (if applicable)

\_\_\_\_\_  
Date

# COLUMBIAN FINANCIAL GROUP

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY • HOME OFFICE: BINGHAMTON, NY

COLUMBIAN LIFE INSURANCE COMPANY • HOME OFFICE: CHICAGO, IL

ADMINISTRATIVE SERVICE OFFICES: BINGHAMTON, NY • NORCROSS, GA • SYRACUSE, NY

MAILING ADDRESS: PO BOX 1381 • BINGHAMTON, NY 13902-1381

PHONE: (800) 423-9765 • FAX: (877) 319-2463 • [www.cfqlife.com](http://www.cfqlife.com)

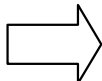
## DIRECT DEPOSIT AUTHORIZATION FORM FOR COMMISSION EARNINGS

To have your commission earnings electronically deposited directly into your checking or savings account, simply complete the information below, attach a voided check and return this information to the Commission Team in the Binghamton, NY office (our address and fax number appear above). It may take up to 10 business days for your EFT to become effective. **Please note you should have online banking access with your bank so you can view your deposit activity. Due to the high volume of calls, we cannot provide this information to you as the commission earnings are released.**

If you are a Family Solution's General Agent with us, please note the account you use for this process cannot be the same as your premium deposit account used for depositing your Columbian premium collections.

### Authorization:

I hereby authorize the deposit of all compensation payments due to me to my checking or savings account as indicated below. Further, I authorize the financial institution indicated below to accept and credit entries indicated by Columbian to my account. Should my account be credited in error by Columbian, I authorize Columbian to debit my account for an amount not to exceed the amount of the erroneous credit. This authorization is to remain in full force and effect until Columbian has received written notice from me of its termination in such time and in such manner as to afford Columbian reasonable opportunity to act on it. Columbian reserves the right to terminate electronic deposits at any time or for any reason upon written notification to me.



_____		_____	_____
Agent #		Agent Signature	Date Signed
ACCOUNT TYPE: <input type="checkbox"/> Checking <input type="checkbox"/> Savings			
LAST 4 DIGITS OF AGENT'S SS# OR TIN # _____			
_____		_____	
Agent Name		Name(s) on the Bank Account (if different than the agent's name)	
_____		_____	_____
Bank Routing / ABA #		Bank Account #	Name of Financial Institution
_____		_____	_____
Agent Shipping Zip Code		Agent Phone #	Agent E-Mail Address

### ATTACH YOUR VOIDED CHECK HERE

Deposit slips should not be used since the routing and account information may differ from your actual bank account information.

**Please allow up to 5 business days for EFT changes. If there is an issue with your current bank account, please contact us immediately.**

### FOR HOME OFFICE USE ONLY:

Date Rec'd: \_\_\_\_\_ Date Coded: \_\_\_\_\_ Date to SYR: \_\_\_\_\_

ALIS ☐ LIDP ☐ Comms ☐ QPay ☐ GPay ☐ Access ☐

All Agent #s: \_\_\_\_\_ Live Date: \_\_\_\_\_





# Producer's Guide to Anti-Money Laundering

Columbian's anti-money laundering program is designed to comply with federal regulations for insurance companies and to prevent any activity that facilitates money laundering or the funding of terrorist or criminal activities. While many of the processes involved are conducted at our offices, you have an important role to play in the program.

As a person who deals directly with customers, you are in a critical position to obtain information regarding the customer, their source of funds, and their reasons for purchasing an insurance product. To help prevent money laundering, you must understand how it works, be able to recognize suspicious activities, and comply with your responsibilities within the program.

## How Money Laundering Works

Money Laundering is a process by which illegally obtained money is filtered through a series of transactions that eventually make the money appear to be obtained from "clean," or legal, activities. Insurance products with an investment feature or cash value such as whole life, universal life, or annuities are sometimes used in money laundering schemes, where a policy or contract may be purchased and then canceled in the free-look period.

## Recognizing Suspicious Activities

You should be alert to suspicious activities, because ignoring warnings to money laundering can implicate you in the crime. Some "red flags" to watch for include:

1. The purchase of an insurance product that appears to be inconsistent with the customer's needs or appears to exceed the customer's known income or liquid assets.
2. Little or no concern by a customer for product features, other than the early termination features.
3. Reluctance by a customer to reveal information normally provided in the application, or is unwilling to provide photo ID or other documentation that will enable proper identification.
4. Attempted unusual payment methods, such as cash, foreign currency, foreign accounts, or cash-like instruments such as money orders, traveler's checks, cashier's checks, starter checks or credit card advance checks.
5. An attempt to purchase several small policies rather than one large policy for no valid reason.
6. Payment of a large amount broken into small amounts.
7. A large pour-in to a contract, followed by an immediate withdrawal.
8. A customer who requests a maximum loan on a single premium policy shortly after purchase.
9. Early termination of a product, especially at a cost to the customer or where payment is made by, or the refund check is directed to, an apparently unrelated third party.
10. The return of a policy that refunds a large amount of premium during the free-look period with no apparent reason for not wanting the policy.
11. Insistence on speedy issue or service without the required paperwork or medical requirements.
12. The transfer of the benefit of a product to an apparently unrelated third party.
13. Repeated policy cancellations in a short period of time for significant amounts of money.

## Your Responsibilities

In order to sell life insurance or individual annuities, the Company's Anti-Money Laundering Program requires you to:

1. Read this document in its entirety, sign below, and mail to the Company at the address shown.
2. Verify the identity of every customer through a government-issued photo ID, such as a driver's license or passport.
3. Obtain and include the following information on the application: Name, Date of Birth, Physical Address (not a P.O. Box, commercial mailbox or company address) and Social Security or Tax ID#.
4. Verify the need for the insurance that is being purchased.
5. Ensure that all information on the application and associated documents is accurate and complete.
6. Create a client profile for each client, documenting verification of identity and the need for the insurance. Include information on all policies or annuities purchased by the individual. Files must be retained for five years after termination of the policy or contract. State insurance regulations may require certain documentation to be retained for a longer period.
7. Report transactions of more than \$10,000 that are paid in cash or cash-like instruments, such as money orders, traveler's checks or cashier's checks.
8. Report suspicious transactions of \$5,000, whether conducted in an individual transaction or aggregate related transactions.
9. Report any money laundering red flags so that the Company can determine whether a Suspicious Activity Report (SAR) must be filed with the U.S. Department of the Treasury.

The USA PATRIOT Act holds agents and brokers liable for reporting suspicious activities. Failure to do so can result in charges of willful blindness. **To report suspicious transactions or activities, contact your Regional Sales Director or Columbian Representative.**

**DO NOT, under any circumstances:**

- **inform the client that you have suspicions or are making a report; or**
- **disclose the fact that a SAR has been filed or considered; or**
- **disclose the contents of a SAR to the subject of a SAR or any third party**

By signing my name, I acknowledge that I have read and will comply with the above.

➞ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Agent No: \_\_\_\_\_

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

Please mail the signed document to: **Columbian Financial Group**  
**ATTN: Licensing Department**  
**P.O. Box 1381**  
**Binghamton, NY 13902-1381**





# COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

Home Office: Binghamton, NY

## COLUMBIAN LIFE INSURANCE COMPANY

Home Office: Chicago, IL

Administrative Service Offices:

Binghamton, NY · Norcross, GA · Syracuse, NY

### Producer Guidelines Regarding Ethics, Obligations and Limitations

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The Company expects the Producer to understand and follow the rules of ethics and professional conduct listed. Failure to do so may result in termination of his Contract.

#### I. Code of Ethics

##### **The Producer should always:**

- a) Properly identify himself, the Company he represents, and his role in the sales process;
- b) Use an organized sales process that is based on fact-finding and thorough needs analysis;
- c) Use words, terms and symbols which accurately describe the features and benefits of the products being sold;
- d) Disclose to clients accurately, and in language they can understand, all relevant information about the products and services being recommended;
- e) Be aware that the Company does not encourage the replacement of existing insurance coverage of policyholders with other companies. The Producer should recommend a replacement only when it is clear that the new coverage is in the policyholder's best interest and, if after a careful, thorough and fully documented analysis, it can be shown to provide both short- and long-term benefits to the client that outweigh the costs. The Producer should accurately complete all forms related to a replacement and submit them on a timely basis to the client, the Company, and state insurance authorities, if so required. The Producer shall provide copies of all state-mandated forms and guides to clients at the appropriate time during the sale process;
- f) Maintain complete client files and a master compliance file which includes all Company compliance-related policies and procedures;
- g) Respond on a timely basis to all customer complaints as well as all customer communications. The Producer should forward written complaints or grievances to the Company as soon as he receives them; and
- h) Educate himself about his responsibilities as a professional and become knowledgeable about compliance and market conduct rules and regulations in the insurance industry.

##### **The Producer may not:**

- a) Call life insurance or annuities "plans," "programs," or in any way disguise the fact that they are life insurance policies or contracts;
- b) Provide services such as legal or tax advice, or products such as securities for which he is not duly licensed and trained;
- c) Use a certification or professional designation that has not actually been earned;
- d) Show materials to the public which are identified as "For Agent Use Only" or "For Internal Use Only";
- e) Sell products which do not meet the client's financial and personal needs;
- f) Exaggerate, inflate or misrepresent products, services or the Company;
- g) Make any statement, written or oral, which is untrue and derogatory regarding the financial condition of any insurance company;
- h) Minimize, ignore, or avoid discussing aspects of products and services because they are complicated or potentially unfavorable;
- i) Develop "home grown" illustrations or advertising or present tabular numerical data which has not been approved by the Company;
- j) Use the terms "vanishing premium" or "vanish" when discussing the mechanics of using accumulated values to pay future premiums; or
- k) Give direct or indirect monetary or "in kind" rebates.

# **COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

Home Office: Binghamton, NY

## **COLUMBIAN LIFE INSURANCE COMPANY**

Home Office: Chicago, IL

Administrative Service Offices:

Binghamton, NY · Norcross, GA · Syracuse, NY

### **II. OBLIGATIONS ASSUMED BY THE PRODUCER**

**The Producer accepts the following obligations:**

- a) To promote the business and welfare of the Company and to establish, equip and maintain reasonably adequate offices and records satisfactory to the Company for the conduct of business under this Contract.
- b) To solicit personally or through licensed agents and/or solicitors (if allowed by the Company for the product line being sold) applications to be submitted to the Company for policies which the Company is authorized to issue. The Producer shall promptly deliver newly issued policies to the policyowner.
- c) To use Company-approved contracts, without alteration, in the appointment of agents and/or solicitors (if allowed by the Company for the product line being sold). However, adjustments to the Schedule of Commission in these contracts may be made, provided prior approval is obtained in writing from the Company, and further provided any changes are not in violation of applicable laws and regulations of any jurisdiction involved.
- d) To act in such a manner and cause his agents and/or solicitors to act in such a manner so as not to adversely affect the business and reputation of himself or the Company.
- e) To distribute pertinent materials and information to agents and/or solicitors (if allowed by the Company for the product line being sold) in the Producer's Hierarchy.
- f) To make all records, accounts, supplies, correspondence and documents of all kinds which relate to the business of the Company and which shall be the property of the Company, available to the Company and its representatives during normal business hours, with or without prior notice, and to surrender such records and accounts to the Company immediately upon the termination of this Contract.
- g) To conform to the rules and regulations of the Company and state jurisdiction as required concerning the solicitation of insurance and to provide continuing services to policyholders and beneficiaries under the policies and as required by the Company. The Producer shall comply with any and all rules and regulations of the Company as well as all relevant laws and regulations regarding, but not limited to, advertising, solicitation, market conduct, and trade practices involving the Company and the Company's products.
- h) To receive on behalf of the Company and to remit promptly to the Company all monies or securities received by him as full or partial payment of initial or any premiums, accounts, charges, bills and other items for credit against the proper account or policies when applicable by product and approved by the Company. While such monies and securities, if any, remain in his possession, he shall hold them as a fiduciary for the Company in a segregated account not commingled with any of his private or other funds. Any such monies and securities received by the Producer shall be remitted to the Company within seven (7) days of receipt, unless another time frame is applicable for product and approved by the Company.
- i) To promptly forward to the Company any and all medical examinations which may come into his possession, whether or not they are reported on favorably by any medical examiner.
- j) To permit the Company, its accountants and other representatives to conduct audits of his books, accounts and records in connection with the business transacted under this Contract, which the Company may deem necessary, with or without prior notice, during business hours.
- k) The Agent shall obtain and maintain at his sole cost and expense all licenses and/or bonds that he is or shall be required to possess in order to perform the services described in this Contract and shall provide copies of such licenses and/or bonds to the Company.

### **III. LIMITATIONS IMPOSED ON THE PRODUCER**

**The Producer is not authorized to act, nor shall he give any indication of any kind that he is authorized to act, in any of the following ways:**

- a) Represent that he is an employee, associate, joint venturer or partner of the Company;
- b) Change or waive any of the terms, conditions or rates set forth in promotional materials, or any advertisements, receipts, contracts or policies of the Company in any manner whatsoever;

# **COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

Home Office: Binghamton, NY

## **COLUMBIAN LIFE INSURANCE COMPANY**

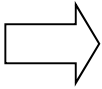
Home Office: Chicago, IL

Administrative Service Offices:

Binghamton, NY · Norcross, GA · Syracuse, NY

- c) Issue, publish, circulate or permit any advertisements, solicitation or marketing material or text in any print, broadcast or electronic medium (including but not limited to newspapers, trade journals, brochures, scripts for radio or television or Internet/web page advertisements and websites) concerning the Company and/or its products without obtaining prior approval in writing from the Company. In addition, no links to the Company websites will be allowed without prior written authorization from the Company;
- d) Collect or authorize any other person to collect any premiums or other payments for the Company other than initial premiums, except when applicable by product and approved by the Company;
- e) Deliver, or cause to be delivered, any Policy of the Company when the Producer knows or has reason to know that the proposed insured is not in good health or is not insurable at the time of application or at the time of delivery of said Policy, unless said Policy was applied for and issued on a guaranteed basis;
- f) Bind the Company on any application for insurance other than as stipulated in the Conditional Receipt if it is part of the application for such insurance;
- g) Exercise any authority on behalf of the Company other than that expressly conferred by this Contract except as authorized by the Company in writing;
- h) Solicit any application in any jurisdiction in which the Producer is not then licensed and contracted to solicit such application or in which the Company is not then authorized to transact such business;
- i) Contract any debt or incur any obligation in the name of the Company;
- j) Extend the time for the payment of any premium;
- k) Reinstate any policy issued by the Company.

I have read and understand the Company's code of ethics, obligations and limitations and agree to abide by its provisions.



Date: \_\_\_\_\_ Producer Signature: \_\_\_\_\_



# COLUMBIAN MUTUAL LIFE INSURANCE COMPANY

Home Office: Binghamton, NY

## COLUMBIAN LIFE INSURANCE COMPANY

Home Office: Chicago, Illinois

Administrative Service Offices:  
Binghamton, NY · Norcross, GA · Syracuse, NY

### MDO BENEFICIARY FORM (*For MDO Only*)

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

ADDRESS: \_\_\_\_\_

In accordance with my Agent (and/or) General Agent Contract, I hereby designate my beneficiary to be:

#### *Primary*

Beneficiary Name: \_\_\_\_\_

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

Beneficiary Age\*: \_\_\_\_\_ Relationship to Agent: \_\_\_\_\_

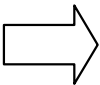
#### *Contingent*

Beneficiary Name: \_\_\_\_\_

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

Beneficiary Age\*: \_\_\_\_\_ Relationship to Agent: \_\_\_\_\_

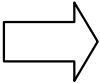
This designation revokes all prior designations. Must be signed and dated to be valid.



SIGNATURE: \_\_\_\_\_

Agent

Date



SIGNATURE: \_\_\_\_\_

General Agent

Date

Received at Company:

Filed By: \_\_\_\_\_

Name / Title

Date

Signature: \_\_\_\_\_



**COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

Home Office: Binghamton, NY

**COLUMBIAN LIFE INSURANCE COMPANY**

Home Office: Chicago, Illinois

Administrative Service Offices:

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**MDO BANK INFORMATION FORM**

*For Premium Trust Account*

Please check:

☐

Writing Collectible / Debit Business – Complete, sign and return form

☐

**NOT** Writing Collectible / Debit Business – Return form

**FOR COLLECTIBLE MDO**  
**GENERAL AGENT USE ONLY**

PLEASE INDICATE BELOW THE EXACT NAME AND ADDRESS OF THE BANK YOU WILL BE SETTING UP THIS ACCOUNT WITH SO WE CAN SEND A COMPANY AUTHORIZATION FOR YOU TO DEPOSIT AND WITHDRAW COMPANY CHECKS FROM THIS ACCOUNT.

BANK NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AS A PROSPECTIVE GENERAL AGENT, I AGREE, UPON CONTRACT APPROVAL, TO SET UP A DEBIT ACCOUNT TO HANDLE MY DEBIT BUSINESS WITH COLUMBIAN MUTUAL LIFE INSURANCE COMPANY OR COLUMBIAN LIFE INSURANCE COMPANY.

## RULES FOR PREMIUM TRUST ACCOUNT

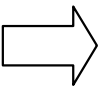
Please complete the Bank Information Form (on the reverse side) with the name and complete address of the bank you will be using for your debit account. This is a requirement for obtaining your contract.

**The following will explain why this account is necessary and how our Company authorization will work.**

1. Our Corporate Resolution will authorize the named bank to allow you to deposit checks made 'payable to the Company' into this account.
2. You are responsible for contacting the bank and opening this new account once our office sends you your copy of the Corporate Resolution.
3. This account will be in your licensed name, either individually or corporately. It must be set up the way our Company has you contracted. The account should read **Your Name, General Agent for CML or CLIC** (as applicable) as indicated on the Corporate Resolution sent to the bank. D/B/A are not acceptable unless you are licensed as a d/b/a with the state insurance department.
4. This account must be a separate account from any other accounts you may currently have with the named bank and used solely for this Company's premium payments, transactions report balances and commission payments.
5. The purpose of this account will be to deposit premium payments received by your agency. These payments, payable to the Company must be deposited into this account before withdrawing the money.
6. All payments forwarded to our Company must be on checks drawn from this account.
7. Once this account is set up, you must forward to our Company a canceled or voided check from this account within 45 days of your actual appointment for our Company.

Please note that this account will be subject to the use of Electronic Transfers for Transaction Premium Report Balances by the Company. At the conclusion of each month's billing or reporting cycle, these Balances represent the NET amount due collections that all producers in your Agency have collected and remitted to your Agency.

I have read the above and I understand and agree to abide by these rules.



\_\_\_\_\_  
Signature of General Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# **COLUMBIAN MUTUAL LIFE INSURANCE COMPANY**

Home Office: Binghamton, NY

## **COLUMBIAN LIFE INSURANCE COMPANY**

Home Office: Chicago, Illinois

Administrative Service Offices:

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### **Amendment to Producer's Contract Commission Reserve Program Producer Participation Agreement**

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This amendment is attached to and made a part of the Producer's Contract with Columbian Life Insurance Company and Columbian Mutual Life Insurance Company. The effective date of this amendment is as specified on the Producer Contract.

The commission reserve program allows the Producer to set aside current commission dollars as protection from future commission chargebacks. The commissions set aside will be considered as earned commissions and treated as such for tax purposes.

Reserve eligible commissions are limited to earned base sales commission, not including conversions.

The Company agrees to place reserve eligible commissions in a Chargeback Protection Fund as they are earned. In the event of a chargeback, the Company shall deduct the amount of the chargeback from the Chargeback Protection Fund. In the event that the Chargeback Protection Fund does not contain enough dollars to cover any chargeback(s), the Producer shall be responsible for the remaining balance owed. The Company shall have the right to withdraw any indebtedness owed the Company from the Chargeback Protection Fund at any time during the term of this Agreement and for whatever period the Company may deem necessary following the termination of the Agreement.

You agree that the percentage of reserve eligible commissions to be placed in the Chargeback Protection Fund shall be \_\_\_\_\_ percent, if this space is left blank 10% will be used. The total amount held in reserve shall not exceed \$ \_\_\_\_\_ at any one time, if this space is left blank three thousand dollars will be used.

The Company shall have the percentage of reserve eligible commissions to be placed in the Chargeback Protection Fund with a general reserve fund for all Producers and General Agents, but the Company shall have no duty to invest the reserve fund to produce income.

The Company shall have the right to commingle the Producer's Chargeback Protection Fund with a general reserve fund for all Producers and General Agents, but the Company shall have no duty to invest the reserve fund to produce income.

The Company or the General Agent may terminate participation in the Commission Reserve Program at any time by notifying the other party in writing. However, withdrawal from the Program does not cancel the reservation of any earned commissions made prior to termination. In the event that the Producer's participation in this Program is terminated, the Company shall have the right to hold the funds for whatever period the Company deems necessary, during which time this agreement remains in full force and effect. If the Producer is a Direct Pay Producer, any remaining funds in the Chargeback Protection Fund shall be forwarded to the General Agent in a draft made payable to the Producer. If the Producer is a Non-Direct Pay Producer, any remaining funds in the Chargeback Protection Fund shall be forwarded to the General Agent in a draft made payable to the General Agent. Termination of the Producer's participation in the Program does not terminate the Producer Contract.

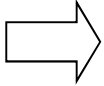
This agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY  
COLUMBIAN LIFE INSURANCE COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

GENERAL AGENT

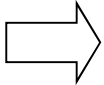


By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Individual or Corporate Name Appearing on State Insurance License

PRODUCER



By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**COLUMBIAN FINANCIAL GROUP**  
**Binghamton, New York 13902**  
***PRENEED HIERARCHY FORM***

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

SPECIAL NOTES: \_\_\_\_\_

\_\_\_\_\_

COMMISSION HIERARCHY NAME	AGENT #	COMMISSION %
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>*Total Must = 100%</b>		_____

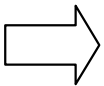
MAIL POLICIES TO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby represent that the Hierarchy information indicated above is correct and request it to be recorded as such on Company records. I accept full responsibility for the Hierarchy in accordance with the terms of my Contract.



\_\_\_\_\_  
Signature of General Agent / Upline

\_\_\_\_\_  
Name of General Agent / Upline

Dated at \_\_\_\_\_ this day of \_\_\_\_\_, 20\_\_\_\_

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY  
BINGHAMTON, NY 13902-1381  
**Columbian Life Insurance Company is not licensed  
nor are its products available in every state**

COLUMBIAN LIFE INSURANCE COMPANY  
**HOME OFFICE: CHICAGO, IL**  
**ADMINISTRATIVE SERVICE OFFICE:**  
**BINGHAMTON, NY 13902**