



Forward completed contracts to:
 Carolina Insurance Marketing, Inc.
 PO Box 601
 Cherryville, NC 28021
 Phone: 888-435-8357
 Fax: 704-435-5356

FINAL EXPENSE GENERAL AGENT CONTRACT PACKET

PLEASE PRINT ALL INFORMATION

SUBMITTED BY: _____
 (MGA/RGA/GA) submitting this packet

APPLICANT NAME: _____

APPOINTMENT CHECKLIST (Please complete and check all applicable information)

- ☐ Completed Contracting Information Form
- ☐ Signed Consent for Investigative Consumer Report
- ☐ Summary of your Rights Under the Fair Credit Reporting Act
- ☐ Direct Deposit Authorization Form
- ☐ Final Expense General Agent Contract*
- ☐ Agreement for Advanced Compensation (if applicable)
- ☐ Current copy of your license for each state you intend to do business in
- ☐ Anti-Money Laundering Training Guide and Acknowledgement (Applicant Signature)

* Be sure to complete all pages and signatures in their entirety and return with this sheet

NOTE: IF YOUR CONTRACTING INCLUDES AN ADVANCE REQUEST, YOUR SUBMITTED BUSINESS WILL NOT BE PROCESSED UNTIL YOUR APPOINTMENT AND ADVANCE HAS BEEN APPROVED.

INSURANCE EXPERIENCE (This information will be kept confidential)

- Do you currently sell Final Expense Yes ☐ No ☐

If	Yes:	Name	of	Primary	Final	Expense	Insurance	Company?
	Final	Expense		Annualize	Premium	for	last	year?
Final Expense Persistency for last year?					_____			

If No: What is your primary market? Yes ☐ No ☐
- Are you a full time Insurance Agent? Yes ☐ No ☐
- Anticipated Annualized Premium with Columbian Life Insurance Company? _____

COMMISSION INFORMATION

- I REQUEST THAT MY Commissions be paid: (check one)

☐ As Earned ☐ Advanced*

*If applying for advance commissions, you must fill out the Agreement for Advanced Commissions

- ☐ I request that my Commissions be deposited directly into my Bank Account (Optional)**

**Must complete Direct Commission Deposit Form and attach a voided check

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY
 BINGHAMTON, NY 13902-1381
 Columbian Life Insurance Company is not licensed in every state

COLUMBIAN LIFE INSURANCE COMPANY
 HOME OFFICE: CHICAGO, IL
 ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NY 13902-1381

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

Producer Contracting Information Form

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 # (____) _____

Email Address _____ Website Address _____

Preferred method of contact: ☐ Email ☐ Fax ☐ Mail

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)

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

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

Applicant Name: _____ IMO / Upline _____

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 ☐

Are you subject to backup withholding due to the failure to report interest and dividend income? 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 ☐

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

Under penalties of perjury, 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____

Notice of Intent to Obtain Consumer Reports

As a routine part of our due diligence effort, _____ (the Company) may obtain one or more reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living from a consumer reporting agency. Such reports may be either "consumer reports" or "investigative consumer reports" under the Fair Credit Reporting Act, or both. If the Company plans to use any information in a consumer report in a decision not to retain you or to make any other adverse decision regarding you, it will provide you with a copy of the credit report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before it takes any adverse action. If any adverse action is taken against you based upon a consumer report, the Company will notify you that the action has been taken and that the consumer report was the reason for the action.

We cannot obtain consumer reports regarding you unless you consent in writing. If you agree that we may obtain consumer reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living, please sign the Consent to Obtain Consumer Reports form

Consent to Obtain Consumer Reports

I have read the Notice of Intent to Obtain Consumer Reports provided to me by the Company.

I understand that, if I sign this consent form, the Company may obtain reports of my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living.

I hereby authorize the Company and its employees, agents, contractors, affiliates and subsidiaries to obtain reports of my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and/or mode of living.

I further authorize all persons and entities (including but not limited to former employers, businesses, corporations, former supervisors, neighbors, friends, colleagues, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to IPC / Limra International, Inc. or another entity contracted by the Company to create a consumer report and/or an investigative consumer report on me. I release and agree to hold each harmless from all liability and responsibility for doing so.

[California-Only Language: I understand that I may request a copy of any consumer reports developed pursuant to this consent.]

I have read and understand the attached summary of my rights under the Fair Credit Reporting Act.

Signature of Applicant

Date

Name Printed

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY
BINGHAMTON, NY 13902-1381

COLUMBIAN LIFE INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
Administrative Services Office: Binghamton, NY 13902-1381

Columbian Life Insurance Company is not licensed in every state.

COLUMBIAN LIFE INSURANCE COMPANY

Home Office: Chicago, Illinois

Administrative Service Office: Vestal Parkway East, PO Box 1381 Binghamton, NY 13902-1381 • (607) 724-2472

GENERAL AGENT'S ORDINARY LIFE – FINAL EXPENSE CONTRACT

As used in this Contract, the term:

"General Agent's Hierarchy" means the network of contracted Producers associated with the General Agent and recorded as such on the Company's records, consisting of:

- (a) Producers personally recruited by the General Agent; and
- (b) Any additional Producers consequently recruited through that network of Producers.

"Indebtedness" means:

- (a) any sum which may be due and payable to the Company by the General Agent, while this Contract is in force or thereafter, under this Contract or any other agreement between the Company and the General Agent; and
- (b) any outstanding Indebtedness incurred by Producers within the General Agent's Hierarchy.

"Producer" means a person licensed to sell, solicit, or negotiate life insurance.

"Solicitor" means a contracted Producer who receives compensation from the General Agent pursuant to an agreement between the General Agent and the Solicitor. The General Agent, rather than the Company, is solely responsible for compensating the Solicitor.

In consideration of the mutual covenants contained herein, COLUMBIAN LIFE INSURANCE COMPANY (hereinafter referred to as "the Company"), and _____

(hereinafter referred to as "General Agent"), with offices at _____

_____ hereby agree:

1. Appointment and Territory

The Company hereby appoints the General Agent and the General Agent accepts such appointment.

The General Agent has no authority except as expressly provided in this Contract. The General Agent shall have the authority and power, subject to all the terms, conditions and limitations set forth herein, to solicit applications for policies of final expense life insurance, personally or through Producers contracted with Columbian under the General Agent's Hierarchy without territorial exclusivity.

The Company reserves the right to discontinue or suspend the solicitation of any product in any area; modify, withdraw or introduce new policy forms and premium rates; modify or adopt new underwriting standards or procedures; and cease doing business in any area.

The Company is not obligated to accept any business produced by the General Agent or any Producer within the Agent's Hierarchy. The Company may reject applications for insurance without specifying the reason therefor, and cancel or rescind any policy, as permitted by law.

2. Relationship Between the Parties

The General Agent shall be an independent contractor and not an employee, associate, joint venturer or partner of the Company. 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 General Agent may exercise his/her own judgment as to the time and manner in which he/she may perform under this Contract. The Company may, from time to time, prescribe rules and regulations concerning the conduct of the business covered by this Contract which do not interfere with such freedom of action.

3. Contracting of Producers

The General Agent may recruit and recommend to the Company qualified licensed Producers to solicit business on behalf of the Company under the General Agent's Hierarchy. The General Agent has a duty to ensure that these Producers are financially sound, have no criminal record or association and are persons that could reasonably be expected to fulfill the duties and obligations of the contract.

The General Agent may request termination of the contract of any Producer within the General Agent's Hierarchy by forwarding to the Company a request for termination. The Company reserves the right to suspend or terminate the appointment or contract of any Producer within the General Agent's Hierarchy, upon written notice.

4. Company Rules and Regulations

With respect to any solicitation or procurement of applications made on behalf of the Company, the General Agent shall comply with and be bound by the rules and regulations of the Company, now or hereafter to be made, including but not limited to, any Company rules and practices published in Field Bulletins, training manuals, and rate manuals or amendments thereto, all of which shall constitute a part of this Contract. It is the responsibility of the General Agent to distribute pertinent materials and information to Producers in the General Agent's Hierarchy. The General Agent shall comply with any and all rules and regulations of the Company as well as all relevant laws and regulations with regard to but not limited to advertising, solicitation, market conduct, and trade practices involving the Company and its insurance. The General Agent shall not solicit any application in any jurisdiction in which he/she is not then licensed and appointed by the Company to solicit such application, bring any lawsuit in the name of the Company, or collect any premium (other than a policy's first modal premium and any reinstatement premium) or other funds due the Company unless authorized to do so in writing by the Company. The General Agent shall not use, permit or cause to be used the name of the Company or its products or services in a publication of any form or in any type of medium without obtaining the prior written consent of the Company. The General Agent shall promptly deliver newly issued policies to the policyowner. The General Agent shall have no authority to make, alter, discharge or waive any of the terms or conditions of any policy, contract or receipt of the Company, to extend time of payment of any premium or to subject the Company to any liability, except as specifically authorized in writing by the Company in this Contract.

The General Agent shall actively supervise all of its employees and all Producers within the Agent's Hierarchy, and shall be responsible for the conduct, acts and performance of such employees and Producers. The General Agent shall take all necessary steps to communicate the Company's rules and regulations to such persons, and assure that they comply with such rules and regulations, as well as all other applicable laws and regulations.

5. Replacements

The Company does not encourage the replacement of existing coverage of policyholders. The General Agent should do so only when it is clear that the new coverage is in the policyholder's best interest. The General Agent should recommend a replacement only if, after careful, thorough, and fully documented analysis, it can be shown to provide both short and long term benefits to the client that outweigh retention of the existing policy. The General Agent shall provide accurately completed copies of all state and Company required disclosures to clients at the appropriate time during the sales process, and to the Company at the time the application is submitted.

6. Rejected Applications, Lapsed Policies, Rescissions, Cancellations and Premium Refunds

No compensation shall be payable on any rejected application. Should a policy issued on an application secured by or through the General Agent lapse, the General Agent shall have no further interest of any kind in said policy unless it be reinstated through his/her efforts personally or by Producers within the General Agent's Hierarchy. Should the Company refund premiums for any reason, including but not limited to cancellation and rescission, on any policy written on an application secured by or through the General Agent, the General Agent shall reimburse to the Company all compensation received for the payment of such premiums.

7. Premiums and Accounting

The General Agent shall 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 or 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.

The General Agent 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 General Agent and make copies of such records at any time it deems necessary. Upon termination of this Contract all documents and other material and equipment furnished to the General Agent by the Company shall be returned to the Company on demand.

8. Compensation

The Company shall pay to the General Agent, subject to the terms and conditions of this Contract, the compensation as set forth in the applicable Schedules attached hereto and made a part of this Contract. Schedules shall be subject to change by written notice from the Company to the General Agent, but such change shall not affect any business issued upon applications procured prior to the date when such change becomes effective.

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 compensation 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 General Agent to pay any compensation due under any agreement between the General Agent and his/her Solicitors. The General Agent shall indemnify the Company for and hold it harmless from any loss or expense incurred by reason of the General Agent's failure to make such payments.

9. Indebtedness

The General Agent is responsible for and agrees to indemnify and reimburse the Company for any Indebtedness or obligations incurred or created by the General Agent or his/her employees and for any outstanding Indebtedness incurred by Producers in the General Agent's Hierarchy.

If the Company returns any premium or premiums or becomes liable for the return thereof, the General Agent shall repay promptly upon demand the total amount of compensation received by the General Agent on such premiums.

The General Agent grants the Company a first lien in and to all compensation payable under this Contract and any compensation payable under any other agreement between the General Agent and any affiliate of the Company, for any debt due from the General Agent, 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 General Agent to reduce any Indebtedness. The Company may, at its discretion, charge interest on any outstanding balance.

The Company may, at its sole discretion, demand full payment for any Indebtedness that remains outstanding for more than thirty (30) days. The General Agent agrees to pay to the Company any and all Indebtedness immediately upon written demand. In the event 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 attorney fees and any other expenses related to the Indebtedness. Indebtedness not paid within thirty (30) days of written demand is reason for termination for cause. The terms of this provision shall not be impaired by termination of this Contract.

10. Assignment

No compensation, rights or interests 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 General Agent.

11. Termination of Contract

Termination for Cause The Company may terminate this Contract for cause at any time by delivery of notice, in person or by registered mail to the last known business address of the General Agent as shown on the Company's records if the General Agent or any of his/her principals commit any of the following:

1. Breach any provision of this Contract or violate applicable State or Federal insurance laws and regulations.
2. Commit any act of fraud, malfeasance or continued non-feasance in the performance of any duties imposed under the terms of this Contract.
3. Withhold or misappropriate any monies or other property of the Company, its policyholders or applicants.
4. 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.
5. Become insolvent, bankrupt or make a general assignment for the benefit of creditors.
6. Induce or attempt to induce any Producer or employee of the Company to leave its service or to cease soliciting business for the Company or to decrease the volume of business so written.
7. Rebate or offer to rebate all or any part of a premium on a policy issued or to be issued by the Company.
8. Commit any act which causes any of the licenses allowing him/her to transact business under this Contract to be revoked or suspended.
9. Fail to repay Indebtedness to the Company within thirty (30) days of written demand.

Upon termination of this Contract for cause, as set forth herein, no further compensation shall be payable to the General Agent.

Termination Without Cause This Contract shall terminate without cause for the death or total disability of the General Agent, provided however, that if the General Agent is a partnership, corporation or limited liability company, 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 member(s). "Total disability" means the total, permanent physical or mental incapacity to perform satisfactorily as a General Agent of the Company as determined in each case at the sole discretion of the Company.

This Contract may also be terminated by either party, without cause, by a written notice mailed or delivered at least thirty (30) days prior to the date of termination to the last known address of the other party.

12. 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 General Agent and/or Producers within the General Agent's Hierarchy upon written notice.

13. Vesting

In the event this Contract terminates without cause, the Company shall continue to pay compensation due or thereafter becoming due on policies issued on applications received by the Company prior to such termination, subject to the following limitations:

1. Payment of compensation by the Company may be deferred until the outstanding amount of such compensation exceeds a certain minimum amount as determined by the Company.
2. Upon the death of the General Agent, any compensation shall be paid to the executor or administrator of the estate of the General Agent.
3. Compensation will continue to be paid as long as a minimum of twenty (20) policies remains in force.

Upon termination of this Contract for cause, as set forth herein, no further compensation shall be payable to the General Agent.

14. Confidentiality of Information

The General Agent shall not disclose or use any nonpublic personal information concerning 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, 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 General Agent as set forth in this Contract, or as otherwise permitted under federal or state law.

The General Agent 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.

Special attention must be paid to the use and disclosure of Protected Health Information (PHI) as is defined in the Health Insurance Portability Act ('HIPAA') of 1996. Specifically, the General Agent and all Producers in the Hierarchy will establish and implement appropriate safeguards 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 General Agent 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.

15. 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.

16. Indemnification and Hold Harmless

The General Agent 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 General Agent or any Producer within the General Agent's Hierarchy. The General Agent agrees that if any legal action is brought against the General Agent or the Company, or against both parties jointly, resulting from any act or omission of the General Agent, his/her employees or Producers within the Agent's Hierarchy, or by reason of the failure of the General Agent to pay any compensation or other costs arising from any issued policy which was procured by the General Agent or any Producers within the Agent's Hierarchy, then the Company may require the General Agent to defend such action, or, at its sole discretion, the Company may defend such action and expend such sums as it deems proper, including attorney fees, and the General Agent will be chargeable therewith, as well as with any amount which may be recovered against the Company in any such action.

17. Entire Contract

This Contract, which includes the attached Schedule(s), supersedes all prior written agreements with respect to the solicitation of applications for final expense life insurance between the parties hereto.

No modification or amendment of this Contract, except as otherwise provided herein, shall be binding upon the Company or upon the General Agent unless agreed upon in writing, attached hereto, and signed by the General Agent and a duly authorized officer of the Company.

18. 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 State of Illinois. If any provision of this Contract is or shall be deemed to be illegal, the remainder of the Contract shall not be affected thereby.

This Contract shall be governed by and construed in accordance with the laws of the state of Illinois 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 Illinois Circuit Court, Cook County 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 FORSEEABLE, 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 years after the cause of action accrued.

19. Code of Ethics

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/her Contract.

The Producer should always:

- (a) Properly identify himself/herself, his/her Company and his/her 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 a language they can understand, all relevant information about the products and services being recommended;
- (e) Be aware, the Company does not encourage the replacement of existing insurance coverage of policyholders with other companies. The Producer should only recommend a replacement 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 his/her Columbian Representative or the Company as soon as he/she receives them;
- (h) Educate himself/herself about his/her responsibilities as a professional and become knowledgeable about compliance and market conduct rules and regulations.

The Producer should not:

- (a) Call life insurance or annuities "plans", "programs", or in any way disguise 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/she is not duly licensed and trained;
- (c) Show materials to the public which are identified as "For Agent Use Only" or "For Internal Use Only";

- (d) Sell products which do not meet the client's financial and personal needs;
- (e) Exaggerate, inflate or misrepresent products, services or the Company;
- (f) Make any statement, written or oral, which is untrue and derogatory regarding the financial condition of any insurance company;
- (g) Minimize, ignore and avoid discussing aspects of products and services because they are complicated or potentially unfavorable;
- (h) Develop "home grown" illustrations, advertising or present tabular numerical data which has not been approved by the Company;
- (i) Use the terms "vanishing premium" or "vanish" when discussing the mechanics of using accumulated values to pay future premiums;
- (j) Give direct monetary or indirect "in kind" rebates.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of _____, 20____.

GENERAL AGENT:

COLUMBIAN LIFE INSURANCE COMPANY

(Individual, Partnership, Trade or Corporate Name)

By _____
(Signature)

X _____
(Signature)

(Print Name and Title)

(Print Name and Title)

(Social Security or Federal Employer Identification Number)

COLUMBIAN LIFE INSURANCE COMPANY

HOME OFFICE: CHICAGO, ILLINOIS
ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NEW YORK

AGREEMENT FOR ADVANCED COMPENSATION

Definitions

"Company" means 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's Hierarchy who is upline from the Producer identified on page 3 of this Agreement.

The Managing General Agent recommends, and the Producer requests, the Company to advance compensation to the Producer against future compensation to be earned according to the provisions of the Producer's "Ordinary Life – Final Expense Contract" (the "Contract"). The Company and/or the Managing General Agent reserve the right to require the written recommendation and consent of any Upline Producer.

The parties hereby agree as follows:

1. All compensation 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 compensation 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 compensation 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 compensation payable to the Producer based upon monthly premium for any eligible policy, provided that in no event shall the compensation advance for any one policy exceed \$1,000.
3. Only policies issued after this Agreement takes effect where the premium is payable by electronic funds transfer (bank draft) are eligible for compensation advances. Policies written on the Producer's immediate family (spouse, parent or children) are not eligible for compensation advances. The Company will advance compensation on eligible policies after the policy has been issued and the initial premium received by the Company.
4. Compensation that has been advanced on any policy will be repaid by compensation earned on the same policy. After the advance for the policy has been repaid in full, subsequent earned compensation 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 compensation. In the event a policy for which compensation has been advanced terminates or is transferred to another producer, the outstanding balance of

compensation advanced on any policy shall immediately be due and payable, and will be repaid out of compensation 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 Managing 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, compensation due the Producer will first be applied to the outstanding balance of compensation advanced. If a debit balance remains, the Company reserves the right to request repayment in full, upon written notification to the Producer. 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 compensation 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 the 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 Illinois 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 Illinois Circuit Court, Cook County 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.

PRODUCER

I understand and agree to the terms of this Agreement.

Name of Producer

X _____
Signature

Title If Not An Individual

Date

MANAGING 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 paragraph 9 of my Ordinary Life – Final Expense Contract with the Company.

Name of Managing General Agent

Signature

Title If Not An Individual

Date

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 Paragraph 9 of my Ordinary Life – Final Expense Contract with the Company.

Name of Upline Producer

Signature

Title If Not An Individual

Date

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 paragraph 9 of my Ordinary Life – Final Expense Contract with the Company.

Name of Upline Producer

Signature

Title If Not An Individual

Date

COLUMBIAN LIFE INSURANCE COMPANY

I approve this Agreement.

Name of Authorized Company Representative

Signature

Title

Date

☐ **COLUMBIAN MUTUAL LIFE
INSURANCE COMPANY**

Home Office: Binghamton, NY

☐ **COLUMBIAN LIFE INSURANCE
COMPANY**

Home Office: Chicago, Illinois

Administrative Service Office: PO Box 4850, Norcross, Georgia 30091-4850

Direct Deposit Authorization Form

To enroll in Direct Deposit, simply fill out the attached form, attach a voided check or deposit slip and return it with your Appointment Kit. We can make Electronic Deposits into either your checking or savings bank account in accordance with the current Commission Deposit Schedule.

Authorization

I hereby authorize the deposit of all compensation payments due to me to my checking or saving account as indicated below. Further, I authorize the financial institutions 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.

[] Checking [] Savings ABA Number: _____

Account Number: _____

Financial Institution Name: _____

City: _____ State: _____

Date: _____ Agent Name: _____

Agent Number: _____ Agent Signature: _____

Please complete and forward along with your appointment paperwork

If you are already appointed, please forward to:

**Columbian Mutual Life Insurance Company
Administrative Service Office
PO Box 4850
Norcross, GA 30091-4850**

****ATTACH VOIDED CHECK OR DEPOSIT SLIP****



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 Colombian 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

The problems of fraud and money laundering are increasing at an unprecedented rate. If you would like to learn more about fraud and the ways to combat it, an anti-fraud training presentation is available at <http://www.cfglife.com/cfg-anti-fraud-training>.

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



Signature: _____

Date: _____

Printed Name: _____

Agent No: _____

Please fax or mail the signed document to: **Columbian Financial Group**
ATTN: Licensing Department
607-724-1599
P.O. Box 1381
Binghamton, NY 13902-1381



COLUMBIAN MUTUAL
LIFE INSURANCE COMPANY
HOME OFFICE: BINGHAMTON, NY
ADMINISTRATIVE SERVICE OFFICES:
NORCROSS, GA · SYRACUSE, NY



COLUMBIAN LIFE
INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
ADMINISTRATIVE SERVICE OFFICES:
BINGHAMTON, NY · NORCROSS, GA
SYRACUSE, NY

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:

☐ Managing General Agent

☐ Producer

☐ Upline Producer: _____

☐ Upline Producer: _____

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

Signature of Producer

Date

Signature of Managing General Agent

Date

Signature of Upline Producer (if applicable)

Date

Signature of Upline Producer (if applicable)

Date

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 terms (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 findings to the CRA. (The source also must advise national CRAs — to which it has provided the data — 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 or 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 lists 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:

FOR QUESTIONS OR CONCERNS REGARDING:

CRAs, creditors and other not listed below

National banks, federal branches/agencies of foreign banks
(word "National" or initials "N.A." appear in or after bank's name)

Federal Reserve System member banks (except national banks, and
Federal branches/agencies of foreign banks)

Savings associations and federally chartered savings banks
(word "Federal" or initials "F.S.B." appear in federal institution's name)

Federal credit unions
(words "Federal Credit Union" appear in institution's name)

State-chartered banks that are not members of the Federal Reserve System

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission

Activities subject to the Packers and Stockyards Act, 1921

PLEASE CONTACT:

Federal Trade Commission
Consumer Response Center - FCRA
Washington, DC 20580 *202-326-3761

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219 *800-613-6743

Federal Reserve Board
Division of Consumer & Community
Affairs
Washington, DC 20551 *202-452-3693

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552 *800-842-6929

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314 *703-518-6360

Federal Deposit Insurance Corporation
Division of Compliance & Consumer
Affairs
Washington, DC 20429 *800-934-FDIC

Department of Transportation
Office of Financial Management
Washington, DC 20590 *202-366-1306

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250 *202-720-7051

Please include:

Voided Check

Life License(s)