

RBC Insurance (Business Men's Assurance) (03/04)

Please mail or fax all completed contracting documents to:

**Producers Financial Group Midwest
PO Box 810
Freeport, IL 61032
Fax to 815/233-0309**

NEW PRODUCER CONTRACTING INSTRUCTIONS

- **Producer Application (S6917-1 (10/99))**
 - ✓ Indicate whether contract is to be executed in the name of an individual, corporation, or partnership.
- **Agent Agreement (S6913 (R10-03))**
 - ✓ Sign page 3 of the agreement. If corporation or partnership contract agreement must be signed by a principal.
- **Copy of License**
 - ✓ Include a copy of your current resident license. Georgia agents include state appointment form. All other non-resident licenses can be submitted with agent's first piece of business.
- **Assignment of Commissions (BS1020 R0803)**
 - ✓ Complete the form if commissions are to be assigned.
- **Authorization for Automatic Pay Deposit (M720 (R10-03))**
 - ✓ Complete the form and include a deposit slip or voided check

SOLICITATION:

- ✓ Confirmation states (do not submit business with contracts): Florida, Georgia, Kansas, Kentucky, Louisiana, Montana, North Carolina, Pennsylvania, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin

DUAL CONTRACT & CONTRACT TRANSFER:

- ✓ Dual contracting is not allowed.
- ✓ To transfer: agent must have been contracted with current marketing organization for at least 6 months AND cannot have written business within the last 6 months. Otherwise, the agent will need to obtain a letter of release from current marketing organization.

COMMISSION PAYOUTS:

- ✓ Direct Deposit – Weekly

COMPANY WEBSITE:

- ✓ Go to www.bmaagent.com
- ✓ User ID is bmarep and password is annuity
- ✓ Product information, forms, and current interest rates are available on website



Business Men's Assurance Company of America

Personal Information

To be contracted as: [] Individual [] Corporation [] Partnership

Agent Name _____ Social Security # _____ - _____ - _____
First, Middle, Last - as it appears on license - please attach current copy

Residence Address _____
Street or PO Box Suite City State Zip Code

Mailing Address _____
Street or PO Box Suite City State Zip Code

Residence Phone (_____) _____ Business Phone (_____) _____

Date of Birth ____/____/____ FAX (_____) _____ E-mail Address _____

Agency Information (If Applicable)

Agency Name _____ Federal Tax I.D. # _____ - _____
(As it appears on company license - please attach current copy)

Business Address _____
Street or PO Box Suite City State Zip Code

Business Phone (_____) _____ FAX (_____) _____ E-mail Address _____

Qualified Officer for Agency _____

Completed By Agent: (Please attach a detailed letter of explanation for any "YES" answer to the following questions)

- 1. Have you been convicted of or plead guilty or nolo contendere ("no contest") to a felony or misdemeanor excluding minor traffic violations? [] Yes [] No
2. Have you ever been suspended, disqualified, or disciplined by any state, federal or self-regulatory agency? [] Yes [] No
3. Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to the above questions? [] Yes [] No
4. Do you have any unsatisfied judgments or liens against you? [] Yes [] No
5. Have you or any firm that you exercised management or policy control over, or owned 10% or more of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt? If yes, please forward a copy of filing and discharge. [] Yes [] No

Disclosure and Authorization Regarding Procurement of Background Reports - Please Read Carefully

Pursuant to the Fair Credit Reporting Act, Business Men's Assurance Company ("BMA") may procure a consumer report on you in determining your qualifications to perform work for BMA as an independent contractor. This report may include, but is not limited to, information as to your credit worthiness, character, general reputation, personal characteristics and mode of living obtained by verifying information such as your education, employment history, motor vehicle records and by reviewing public records, etc. In the event that information from the consumer report is utilized in whole or in part in making an adverse decision regarding BMA contracting with you, before making an adverse decision, you will be provided with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

BMA may also conduct a background investigation of you in connection with determining your qualifications to perform work for BMA as an independent contractor. This background investigation, also known as an investigative consumer report, may include information as to your character, general reputation, personal characteristics, and mode of living which is obtained by interviewing your neighbors, friends, acquaintances, previous employers, and references supplied by you. You have the right to request, in writing and within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of this investigation. Such a disclosure will be made to you within five (5) days of the date on which we receive your request or within five (5) days of the time an investigative consumer report is first requested, whichever is later. The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. As summary of these rights is attached to this disclosure. I hereby acknowledge receiving this disclosure (with a summary of rights attached to it) and authorizing the procurement of a consumer report. I also acknowledge that a facsimile or photocopy of this form may be used in lieu of the original. For Georgia agents only: I, the undersigned agent, certify that I am properly licensed in the state of Georgia.

Signature _____ Date _____



AGENT AGREEMENT

(BUSINESS MEN’S ASSURANCE COMPANY OF AMERICA) “BMA”

BUSINESS MEN’S ASSURANCE COMPANY OF AMERICA of Kansas City, Missouri, (“Company”)

_____, of _____, and
(Agent/Agency) (City, State)

_____, of _____
(NMO) (City, State)

agree as follows:

I. Authorization - When duly licensed and appointed, the Agent is authorized to solicit and procure applications for those policies issued by the Company which are listed on the Commission Schedules attached hereto and made a part of this Agreement, and to perform duties incidental thereto, on a nonexclusive basis, subject to the terms of this Agreement and the practices and rules of the Company which are now or hereafter in effect.

II. Compensation - Subject to the applicable rules and practices of the Company and to the terms and conditions of this Agreement, including the applicable Commission Schedule, the Company will pay the Agent commissions on premiums paid to the Company on account of policies issued and delivered upon applications procured under this Agreement. The current Commission Schedule is dated the effective date of this Agreement and is attached hereto and made a part hereof.

A. Conditions for Payment and Vesting of Commission

Commissions on inforce policies are fully vested in the amounts and for the periods indicated on the applicable Commission Schedule, subject to paragraph D. of Section IV. of this Agreement. Vesting applies only to business remaining in force after termination of this Agreement.

B. General Provisions Relating to Commission

- (1) Commission shall be paid by the Company to the Agent or his executors or administrators on issued and delivered policies, as full compensation for the services of the Agent.
(2) The Company, and the NMO with the prior written approval of the Company, may, with fifteen (15) days written notice to the Agent, replace or revise the Commission Schedule and rates. Any such change shall apply to policies issued by the Company on or after the effective date of the new Commission Schedule and rates.
(3) The allowance of commission on the following shall be governed by the rules and practices of the Company:
a. Conversions of term policies and other changes in policy plans;
b. Policies, which, in the judgment of the Company, replace other Company insurance on the same life;
c. Reinstatement of lapsed policies;
d. Any new policy where a policy issued by the Company on the same life has been terminated or surrendered within a year;
e. Short-term insurance, or premiums waived on account of disability.
(4) The Agent shall repay to the Company on demand any commission or other compensation paid on policies which are rescinded or for which the Company, for any reason, waives or makes a refund or return of premium as well as any compensation advanced by the Company with respect to policies which lapse or terminate or which are returned during any applicable "right to examine" period. The Agent shall reimburse the NMO for any commission or other compensation paid on such policies to the Agent which the NMO is required to repay to the Company.

III. Authority and Responsibilities

A. Limitations, Duties, and Requirements

- (1) The Agent shall promptly deliver to the purchaser all policies issued by the Company upon payment of the first premium; but if at the time of delivery the Agent is aware that the Insured/Policyowner is not in good health or in

the same insurable condition as represented in the application for insurance, the Agent shall not deliver the policy.

- (2) The Agent shall be duly licensed under the applicable insurance laws and shall operate his or her business in strict conformance with all applicable laws and regulations.
- (3) The Agent has no authority to and shall not on behalf of the Company accept risks of any kind, incur any indebtedness or liability, or make, alter or discharge any policy or contract or extend any provision thereof, waive forfeitures, extend times of payment of any premium, waive payments in cash, or receive any money due the Company, except as provided in this Agreement.
- (4) The Agent and the NMO have no authority to and shall not initiate any legal proceedings in connection with any matter pertaining to the Company's business. If a legal process or notice is received by the Agent concerning a suit or proceeding against the Company, the Agent shall immediately telephone the Company and forward same to the Company by overnight mail.
- (5) The Agent shall not offer to pay or pay any illegal rebate of premiums or make any other inducement not specified in the policy, to any person to insure with the Company.
- (6) The Agent shall not, without an objectively reasonable basis for believing that it will result in an actual and demonstrable benefit to the policyholder, induce or attempt to induce any policyholder to utilize values in an existing policy to purchase another policy.
- (7) Neither the Agent nor any employee of the Agent shall use the name of the Company or its products in any type of advertising, direct mail letters, sales material, policy analyses, proposals, business cards or any other materials whatsoever, or otherwise print, distribute or use any materials which could be construed as consumer advertising, without the prior written approval of the Company's Corporate Communications Officer.
- (8) The Agent shall indemnify and save the Company harmless from any loss on account of any negligent or unauthorized act or omission by the Agent or persons employed by the Agent. The Agent expressly authorizes the Company to charge against all compensation due or to become due to the Agent under this Agreement any monies paid or liabilities incurred by the Company by reason of any such negligent or unauthorized act or omission.
- (9) The Agent shall maintain minimum persistency and wastage levels as defined by the Company's rules and practices. The Agent shall also maintain any minimum production levels as specified in the Commission Schedule.
- (10) The Agent shall be solely responsible for the payment of all expenses of any kind in connection with the conduct and maintenance of the Agent's operations under this Agreement.

B. Accounting by the Agent

- (1) All applications secured by the Agent, together with any medical examinations and other reports shall be promptly delivered to the Company.
- (2) The Agent shall keep such records related to business produced pursuant to this Agreement as may be required by the Company and as required under applicable laws and regulations. All accounts, correspondence or other records pertaining to the Agent's operation under this Agreement shall be made available for inspection by the Company or its representative at any time.

IV. Termination

- A. The Company, the NMO with the Company's prior written consent, or the Agent may, without cause, terminate this Agreement upon thirty (30) days written notice, unless a longer notice period is required by the law of the state where the Agent is authorized and appointed.
- B. This Agreement shall automatically terminate upon death of the Agent if the Agent is a natural person; upon the death of any partner of the Agent if the Agent is a partnership; or upon dissolution or liquidation of the Agent if the Agent is a corporation.
- C. This Agreement shall be terminated automatically without notice by the Agent's:
 - (1) Failure to return money to applicants when due;
 - (2) Failure to account for any money received from or on behalf of the Company;
 - (3) Dishonesty in relationship with the Company, its affiliates, or any past, present or proposed policyowner, insured, beneficiary, or assignee;
 - (4) Violation of any Federal or State insurance law or regulation; or
 - (5) Violation of any of the terms of this Agreement.
- D. If this Agreement terminates due to the Agent's intentional violation of any Federal or State insurance law, the Agent, whether vested or not, shall forfeit all commissions or other compensation otherwise payable hereunder, anything in this Agreement to the contrary notwithstanding.

V. **General Provisions**

- A. **Indebtedness** - The Company may at any time deduct from any monies due under the Agreement all indebtedness or obligation of the Agent to the Company. This right of the Company shall have priority over any claims of the NMO or third parties.
- B. **Assignment** - No assignment of this Agreement or of commissions payable hereunder shall be valid unless authorized in writing by the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of any assignment. Every assignment shall be subject to any indebtedness and obligation of the Agent that may be due or become due to the Company.
- C. **Relationship** - In all respects the relationship between the Company and the Agent in the performance of all acts contemplated by this Agreement shall be that of principal and independent contractor, and not that of employer and employee.
- D. **Prior Agreements** - This Agreement cancels any previous agreements between the Agent and the Company but does not affect any obligations of either party already incurred under any prior agreement.
- E. **Waiver** - No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized officer of the Company. *The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver in the future of that same provision.*
- F. **Severability** - Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.
- G. **Entire Agreement** - This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this Agreement.

THIS AGREEMENT shall be effective on the date it is executed by an authorized officer of the Company at its home office. It shall be construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates appearing below.

AGENT/AGENCY	NATIONAL MARKETING ASSOCIATION &/OR WITNESS
_____	_____
Agent/Agency Name	Name
_____	_____
Agent Signature	Signature
Dated _____	Dated _____

BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA

By _____ Dated _____



**RBC
Insurance**

ASSIGNMENT OF COMMISSION

Business Men's Assurance Company of America PO Box 19087 Greenville, SC 29602-9087
Overnight Address: 2000 Wade Hampton Blvd. Greenville, SC 29615-1064

1.800.234.5514 ■ Traditional/Fixed Annuities
1.800.423.9398 ■ Variable Life/Annuities
Fax: 864.609.4889

ASSIGNOR:

(Assigning Commissions)

_____ AGENT NAME & CODE NUMBER

_____ TAX ID AND OR SOCIAL SECURITY NUMBER

ASSIGNEE:

_____ NAME

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as the Releasor/Assignor designated above, does hereby release all right, title and interest in and to all commissions and other compensation, if any, which are now or may become due and payable to the undersigned by Business Men's Assurance Company of America ("BMA") under the Assignment of Commission dated _____, 20____ between the undersigned and the Releasee/Assignee designated above, and further assigns, transfers and sets over to said Releasee/Assignee all right, title and interest in and to all such commissions and other compensation, if any, acquired by the Releasor/Assignor under said Assignment of Commission.

The further assignment made herein is subject to all rights of lien which BMA may have or be entitled to upon such commissions and other compensation, whether for present or future indebtedness. Any payment of commissions or other compensation by BMA to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release BMA from any and all rights, claims and causes of action of the Releasor/Assignor for, or related in any way to, said commissions or compensation, and BMA shall not be bound in any way to see to the application of said commissions or compensation. This Release and Further Assignment of Commission is absolute and irrevocable.

Signed this _____ day of _____ 20 _____ .

_____ Witness' Signature

_____ Assignor Signature

ACKNOWLEDGMENT:

BMA acknowledges receipt of a signed copy of this Assignment, which as been filed at its Administrative Office and consents to said assignment, subject, however, to all rights of lien security and indemnification, which it may have.

**BUSINESS MEN'S ASSURANCE
COMPANY OF AMERICA**

By _____

Date _____

Title _____



**RBC
Insurance**

**AUTHORIZATION FOR
AUTOMATIC PAY DEPOSIT**

Business Men's Assurance Company of America PO Box 19087 Greenville, SC 29602-9087
Overnight Address: 2000 Wade Hampton Blvd. Greenville, SC 29615-1064

1.800.234.5514 ■ Traditional/Fixed Annuities
1.800.423.9398 ■ Variable Life/Annuities
Fax: 864.609.4889

Agent Number _____

Name _____

Social Security No. _____

I hereby authorize BMA to: Start Stop Depositing my net earnings on all payrolls into my checking and or savings account (*see below*).

My net earnings are now being deposited.
Please change my bank, checking and/or savings account number as shown below:

Name of Bank _____

City _____ State _____ Zip Code _____

Bank No. _____

Account No: _____

Checking _____

Savings _____

I understand that all entries initiated are governed by the rules of the Mid-America Payment Exchange and I am bound by those rules. In the event that an entry is incorrectly initiated to my account, I also authorize BMA to initiate a reversing entry. This authorization may be discontinued by my written request or upon termination.

Signature _____ Date _____

Send authorization form and deposit slip or voided blank check to:

**RBC Insurance/BMA
Attn: Producer Admin, 1 North
PO Box 19087
Greenville SC 29602-9087**