## I MPORTANT:

Before sending your contracting back to CPS, please **review all pages** to make sure they have been completed in their entirety.

Please **return** your forms as well as a copy of **your license and E&O** proof to:

CPS Insurance Services
ATTN: FIXED ANNUITY DEPARTMENT
9 Corporate Park Dr. #100
Irvine, CA 92606

If you have any questions, please contact Nicole Samson at 949-863-0700 ext. 123.

Thank you.

## BMA / RBC Contracting Guidelines

## To set up Corporation and Principal:

- Will need only 1 complete contracting set
- Mark the Corporation box on the Producer App page.
- Fill in the Principal's info under Personal Information. Fill in the Corporation's info as well.
- Principal signs the Producer App, with title after name.
- Sign page 3 of the Agent Agreement with title after name.
- Fill out both assignment of commission form. The principal is the assignor, the Corp is the Assignee.
- Copy of Corp license, Copy of Principal License

# Other agent's commissions to be assigned to the Corporation:

- Make sure that the Corporation is already appointed
- Check the Individual box on the Producer Application
- Fill in agent's info under Personal Information section. Do not fill in the Corporation's information. Sign the bottom of the page.
- The agent signs the third page of the Agent Agreement.
- Fill out both the Assignment of commission form. The agent is the Assignor, the Corporation is the Assignee.
- Copy of Agent's license

## Commissions paid direct to agent:

- Fill in info on the Producer Application; sign the bottom of the page.
- Fill in your name, city & state at the top of the Agent Agreement.
- Sign page 3 of the agent agreement where it says agent signature.
- Fill out Direct Deposit form if you'd like your commission direct deposited.
- Copy of Agent's license



## **PRODUCER APPLICATION** FOR APPOINTMENT

**Business Men's Assurance Company of America** 

Liberty Life Insurance Company Mailing Address for both: PO Box 1389. Greenville, SC 29602-1389

BMA: 1-800-234-5514, Option-3 LLIC: 1-866-765-4555, Option-2

•				ille, SC 29615-1064	ille, 00 23002	-1000 E	Fax: 1.864.609.3118
•	te each of the fol intracted / appoint	•	BMA	Liberty Life Insurance C	ompany	Both	
Name of	Top Level Sales	Organization (i.e.	NMO/MGA)				
To be co	entracted as:	Individual	Corporati	ion / Agency / Partnership	Both		
Applicati	on Submitted W/A	Appointment Form	? 🛚 Yes	☐ No (App may be submitted w	rith appointment re	equest only in Immediate	states listed on attached state grid)
Commis	sions paid to:	☐ Individual	☐ Agency	(Note: If commissions are paid t	o the Agency the A	Agency must be appointed	d and attach an Assignment form)
Persona	I Information						
Agent N	Name	, Middle, Last - as it	appears on li	icense - please attach current c	Socia	al Security #:	
Residen	ce Address	Street or PO Bo	~	Suite	City	State	Zip Code
Mailing	Address	Street or FO bo	х	Suite	Cuy	siate	zip Code
wiaiiiig	Address	Street or PO Bo	x	Suite	City	State	Zip Code
Residen	ice Phone:			Business Phone:			
Date of	Birth:		I	FAX:		E-mail Address:	
Agency	Information (C	omplete this secti	on if reque	sting Agency Appointmen	t)		
Agency	Name:	s it annagrs on comm	any licansa	please attach current copy)		Federal Tax I.D	. #: -
Duging	s Address:	s ii appears on comp	any ucense –	- pieuse unuch currem copy)			
Dusines	s Address:	Street or PO Bo	x	Suite	City	State	Zip Code
Busines	s Phone:		FA	AX:	Compan	y Contact Email A	Address:
Qualifie	ed Officer for A	gency:					
LICEN	ISING & APP	OINTMENT I	NFORMA	TION			
		te Appointment (Include a copy of		ent license with this form.)		License Numb	ber:
	(Check this box		ng non-resi				ting appointments and attach a states you wish to be appointed in.)
Additi	onal Informa	ation:					
							VEC NO

		YES	NO
1.	Have you ever been convicted of, or are you currently charged with, committing a crime, whether or not adjudication was withheld?		
	If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033?		
	If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state.)		
	If you answer yes, you must attach to this application:		
	a) A written statement explaining the circumstances of each incident,		
	b) A certified copy of the charging document, and c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.		

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		YES	NO
2.	Have you or any business in which you are or where an owner, partner, officer or director ever been involved in an administrative proceeding regarding any professional or occupational license?		
	If you answer yes, you must attach to this application:		
	a) A written statement identifying the type of license and explaining the circumstances of each incident,		
	<ul> <li>b) A certified copy of the Notice of Hearing or other document that states the charges and allegations, and</li> <li>c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</li> </ul>		
	c) A certified copy of the official document which demonstrates the resolution of the charges of any final judgment.		
3.	Has any demand been made or judgment rendered against you for overdue monies by an insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding?		
	If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.		
4.	Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?		
	If you answer yes, identify the jurisdiction(s):		
5.	Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?		
	If you answer yes, you must attach to this application:		
	<ul><li>a) A written statement summarizing the details of each incident,</li><li>b) A certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and</li></ul>		
	c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.		
6.	Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?		
	If you answer yes, you must attach to this application:		
	<ul> <li>a) A written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an insurance license, and</li> </ul>		
	b) Certified copies of all relevant documents.		
7.	Do you have a child support obligation in arrearage?		
	If you answer yes to Question 7, by how many months are you in arrearage?  Months		
8.	Are you the subject of a child support related subpoena or warrant?		
If a reje Co	ereby certify that I have reviewed this Application for Appointment and that the information is true, correct and ny information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be growthing the application or for termination of my appointment. Liberty Life Insurance Company and Business Mempany of America retain sole authority to terminate any of their respective appointments, subject to applicable ulations.	unds for n's Assu	rance
D	ated at this day of,	20	
SIGNATURE			
SIC			
	Name of Applicant (Please print) Signature of Applicant		

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## ASSIGNMENT OF COMMISSION

Business Men's Assurance Company of America Liberty Life Insurance Company

Mailing Address: PO Box 789, Greenville, SC 29602-0789

Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

BMA: 1-800-234-5514, Option-3 LLIC: 1-866-765-4555, Option-2 Fax: 1.864.609.3118

### **INSTRUCTIONS:**

- 1. Complete the form below
- 2. Mail the completed form and deposit slip or voided check to the address above along with the appropriate contracting and appointment forms.

### RELEASOR/ASSIGNOR:

(Assigning Commissions)

AGENT NAME & CODE NUMBER

TAX ID AND OR SOCIAL SECURITY NUMBER

#### **RELEASEE/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") and or Liberty Life Insurance Company ("LLIC") (BMA and LLIC shall be collectively referred to as "RBC Insurance<sup>®</sup>"), 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 RBC Insurance<sup>®</sup> 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 RBC Insurance<sup>®</sup> to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release RBC Insurance<sup>®</sup> 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 RBC Insurance<sup>®</sup> 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.

20

Day of

Witness Signature	Releasor/Assignor Signature	
ACKNOWLEDGMENT:		
	f a signed copy of this Assignment, which has been filed at its Administrative abject, however, to all rights of lien security and indemnification, which it may	
RBC Insurance®		
Ву	Date	
Title		

Signed this



## **CONSENT & AUTHORIZATION**

Business Men's Assurance Company of America Liberty Life Insurance Company

Mailing Address for both: PO Box 1389, Greenville, SC 29602-13899

Overnight address for both: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

BMA: 1-800-234-5514, Option-3 LLIC: 1-866-765-4555, Option-2 Fax: 1.864.609.3118

You have applied to Business Men's Assurance Company of America and or Liberty Life Insurance Company (collectively "RBC Insurance®) for appointment to sell insurance as a representative or are currently under contract to sell insurance as a representative for RBC Insurance®. In connection with your appointment application, RBC Insurance® will obtain one or more consumer reports and/or investigative reports from a consumer-reporting agency for the purpose of evaluating your qualifications for being appointed as an insurance producer with RBC Insurance®. Such report may contain information bearing on your credit worthiness, character, general reputation, and personal characteristics obtained from public records sources, references supplied by you, and interviews with your neighbors, friends, acquaintances and previous employers. RBC Insurance® may also access school, financial institution, National Insurance Producer Registry, law enforcement and other government agency records pertaining to you. You have the right to receive, upon written request, additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.

I understand that a consumer and/or investigative report will be obtained as described above, and authorize the release of such information to RBC Insurance<sup>®</sup> without restriction or qualification. Facsimile and photocopies of this authorization may be accepted with the same authority as the original, and I specifically waive any notice from any present or former employer who may provide information based on this authorization. I further authorize RBC Insurance<sup>®</sup> to use my social security number in its files pertaining to me for Income Tax and identification purposes.

These authorizations shall be valid until revoked in writing by the Applicant, or until the Applicant's appointment with RBC Insurance<sup>®</sup> is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through RBC Insurance<sup>®</sup>, whichever occurs first.

Dated at	This	Day of	, 20 .
SIGNATURE			
Name of Applicant (Please Print)		Signature of	Applicant



## **AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT**

Business Men's Assurance Company of America Liberty Life Insurance Company PO Box 789, Greenville, SC 29602-0789 Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064 BMA: 1-800-234-5514, Option-3 LLIC: 1-866-765-4555, Option-2 Fax: 1.864.609.3118

## **INSTRUCTIONS:**

- 1. Complete the authorization form below
- 2. Mail the completed authorization form and deposit slip or voided check to the address above along with the appropriate contracting and appointment forms.

_	ent imber					
Na	me:		So	ocialSecurity No.		
	I hereby authorize BMA and or LLIC to:	Start	Stop		net earnings on all payrol savings account (see bel	
	My net earnings are now being depo- Please change my bank, checking an		ount numb	er as shown below	v:	
	Name of Bank:					
	City:		State	»:	ZipCode:	
	Bank No:		A	eccount No:		
				Checking:		
				Savings:		
tho	nderstand that all entries initiated are gose rules. In the event that an entry is in tersing entry. This authorization may be	correctly initiate	ed to my ac	count, I also autho	orize BMA and or LLIC	
Sig	gnature			Date:		



## AGENT AGREEMENT

(BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA) "BMA"

BUSINESS MEN'S ASSURANCE COMPANY OF A	AMERICA of I	Kansas City, Missouri, ("Company")	
	, of		, and
(Agent/Agency)		(City, State)	
CPS INSURANCE SERVICES	of	IRVINE, CA	
(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	CPS INSURANCE SVC PETER HOLDEN PRINCIPAL
Agent Signature	Signature
Dated	Dated
BUSI	NESS MEN'S ASSURANCE COMPANY OF AMERICA
Bv	Dated

## CPS PRODUCER PROFILE

Please complete this form, and return it to us. We must have a completed and signed version of this form on file.

Producer Name			
Company/Corporation Name			
Fax Number	Email Address		
Business Address			
City	State		
Home Address			
City	State	Zip	
Mail to (check one): [ ] Home [ ] Bu			
Preferred method of receiving corresponden	nce (check one):		
[] email [] fax [] mail			
Business Phone	Home Phone		
Social Security #			
Insurance License Number			
Designations: CLU CPCU ChFC RHU CF	FP LUTC CIC (circle	applicable)	
Do you carry E&O insurance? [ ]No [ ]Yes	s, name of carrier		
Are you securities licensed? [ ]No [ ]Ye	es (circle applicable)	6 7 22 24	26 63
If NASD registered, what is the name of yo	our broker dealer?		
Page 1			
***** Important, please read and sign other	er side ****		

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer	Date
We appreciate your business.	

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