



**MUTUAL TRUST**<sup>SM</sup>  
LIFE INSURANCE COMPANY

A Pan-American Life Insurance Group Stock Company

1200 JORIE BOULEVARD  
OAK BROOK, ILLINOIS 60523-2269  
1-800-323-7320  
WWW.MUTUALTRUST.COM

## CONTRACTING INSTRUCTIONS

Complete and sign the following forms:

- Confidential Background Questionnaire
- Agent's Agreement
- Principles of Ethical Market Conduct
- Commission Direct Deposit Authorization Form (*required*)
- Background Authorization

Include:

- Copy of License(s) (Individual and Corporate)
- Errors & Omissions Certificate
- Copy of Driver's License Front and Back
- Copy of voided check
- W-9

You may keep copies of the enclosed Anti-Money Laundering Training bulletin.



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## GENERAL AGENT'S AGREEMENT

*Between*

MTL Insurance Company ("Company") and \_\_\_\_\_  
(General Agent)

of \_\_\_\_\_  
(Office Address)

- 1) **Appointment.** The Company hereby appoints the General Agent to solicit applications for insurance and annuities to be submitted to the Company for approval or rejection and to collect and remit to the Company the first premiums on such insurance, to deliver policies and premium receipts when the terms and conditions governing such delivery shall have been complied with, and to perform such other duties as may be required by the Company. The General Agent shall have the right to appoint agents, with the approval of the Company, on the forms furnished by the Company, one copy being filed with the Company. The General Agent shall be responsible to the Company for all matters entrusted to him/her and for his/her acts and conduct relating to the business of the Company, and agrees to hold the Company harmless from and against any and all claims of all agents and persons employed by him/her.
- 2) **Relationship.** This Agreement shall not be construed to create the relationship of employer and employee between the General Agent and the Company. The General Agent is hereby constituted and shall in all respects continue to be an independent contractor. The General Agent shall be free to exercise his/her own judgment as to the persons he/she will solicit for insurance.
- 3) **Rules.** The General Agent shall conform to all the rules and regulations of the Company, now or hereafter to become in force, which shall constitute a part of this Agreement.
- 4) **Funds.** The General Agent shall immediately remit to the Company all funds received or collected on behalf of the Company. All monies collected or received by the General Agent for or on behalf of the Company shall be held in trust separate and distinct by the General Agent in a separate account for the benefit of the Company and shall in no case be used by him/her in any manner, or for any purpose whatsoever, but shall be paid over to the Company or its duly authorized representative in accordance with its instructions.
- 5) **Authority.** The General Agent shall have no power or authority to do any of the following:
  - (a) Represent that he/she is an employee, associate, joint venturer or officer of the Company.
  - (b) Change or waive any of the terms, conditions or rates set forth in promotional materials, or any advertisements, receipts, contracts, applications, or policies of the Company in any manner whatsoever.
  - (c) Issue, print or circulate any advertisement or sales material concerning the Company without obtaining prior approval in writing from the Company.
  - (d) Deliver, or cause to be delivered any policy of the Company unless the applicant is in good health and insurable at the time of delivery of said policy, nor unless the first premium has been paid and delivery made within sixty days from the date the policy is mailed from the Home Office.
  - (e) Bind the Company on any application for or policy of insurance other than as stipulated in the Conditional Receipt if it is part of the application for such insurance.
  - (f) Extend the time of paying any premium, or rebate or offer to rebate any part of a premium.
  - (g) Make any misrepresentation or incomplete comparison in order to induce a policyholder of the Company or any other company to convert, lapse, surrender or forfeit his/her insurance.
  - (h) Receive any money due or to become due the Company except in exchange for the Company's official receipt.
  - (i) Incur any indebtedness, extend any credit or make any payments on behalf of the Company without written authorization from the Company.
  - (j) Exercise any authority on behalf of the Company other than that expressly conferred by this Agreement unless authorized by the Company in writing.
- 6) **Limitations.** The Company reserves the right in its sole discretion and without liability to the General Agent to disapprove any application for insurance submitted to it by the General Agent or any agent or person under his/her supervision and to limit or restrict the amount of or plan of insurance it shall issue and to require a higher premium than applied for.
- 7) **Records.** The General Agent shall maintain complete and accurate records, in the manner and form prescribed by the Company, of all policies and contracts, all transactions with respect thereto, and all funds collected on account of policies issued by the Company. The General Agent shall account for all funds collected as the Company may require and shall permit the Company to inspect all records maintained pursuant to this paragraph.
- 8) **Indebtedness.** The General Agent agrees that any loans and account charges made to or for the benefit of the General Agent or agents or persons associated with him/her are the General Agent's debt to the Company. The General Agent also agrees that advances, if any, of first year commissions or overriding commissions paid before a policy's first year premiums are due and paid to the Company made to the General Agent or his/her agents are also the General Agent's debt to the Company. The General Agent grants a lien to the Company on all compensation due under this Agreement, and any and every agreement or contract for the sale of the Company's products that has been, or may be, in effect from time to time as security for any indebtedness. The Company does not have to demand payment before it makes offsets. The rights of lien and offset continue after the termination of this Agreement.
- 9) **Legal Proceedings.** The General Agent shall have no authority to institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the Company's business, except with the written consent of the

Company. In the event any legal process or notice is served on the General Agent in a suit or proceeding against the Company, the General Agent shall forward within three business days such process or notice to the Company by registered or express mail.

- 10) **Change or Termination.** This Agreement may be changed from time to time by written notice from the Company but no such change shall affect commissions on any contract or policy issued prior to the effective date of the change. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice. This Agreement shall terminate forthwith on the death of the General Agent. Any compensation due the General Agent at his/her death, or falling due thereafter, under this Agreement shall be paid to his/her executors or administrators.
- 11) **Termination for Cause.** If the General Agent shall willfully or knowingly (1) submit any false information, or (2) conceal any material facts concerning the medical or personal history of any applicant or proposed insured, or (3) commit fraud, or (4) withhold or convert to his/her own use money or documents belonging to the Company, or (5) rewrite or cause to be rewritten with any other insurer any policy in force with the Company, whether or not such policy had been written by the General Agent, without prior written notice to the Company, or (6) induce, or attempt to induce, any Agent or employee of the Company to leave its service or to cease soliciting or writing business for the Company or to decrease the volume of business so written, or (7) improperly induce, or attempt to induce, any policyholder of the Company to discontinue premium payments on his/her policy, or (8) fail to conform to the rules and regulations of the Company, or (9) fail to comply with the laws and regulations of any state insurance department or applicable laws or regulations of any other state insurance department, or to maintain in good standing his/her license to sell insurance, or (10) violate any of the provisions or conditions of this Agreement, the Company shall terminate this Agreement by written notice to the General Agent of such termination. In the event of such termination any and all interest the General Agent may have in any commissions and any other compensation under this and previous agreements made with the Company or any of its agents shall be forfeited.
- 12) **Commissions.** As compensation for his/her services, the General Agent shall be paid by the Company commissions computed in accordance with the accompanying General Agent Commission Schedule(s). After this Agreement becomes effective, the General Agent will be paid a commission equal to the amount determined by applying the

percentage shown in the attached schedule to premiums paid in cash on policies or contracts on which the General Agent wrote the applications and delivered the policies or contracts under the terms of this Agreement. The General Agent will be paid an *overriding* commission equal to the amount determined as above less the full scale of commissions of the writing Agent or General Agent on policies or contracts upon which Agents or General Agents assigned to or appointed by the General Agent wrote the applications and delivered the policies or contracts.

- 13) **Commission Payments and Refunds.** No commissions shall be payable on any rejected application. Should a policy issued on an application secured by the General Agent lapse and not be reinstated the General Agent shall have no further interest of any kind in the policy nor be entitled to any further commissions and service fees on such policy unless it be reinstated through the efforts of his/her agency while this Agreement is in effect. Should the Company refund the premium for any reason including but not limited to cancellation and rescission on any policy written on an application secured by the General Agent he/she shall refund to the Company, if so instructed, any and all monies received by him/her by reason of the payment of such premiums.
- 14) **Vesting.** All commissions are vested in the General Agent, so long as the aggregate commissions payable to the General Agent under this Agreement are at least \$500 during each prior calendar year. No fees or bonuses will be paid after the termination of this Agreement.
- 15) **Assignment.** This Agreement is not transferable. No rights or interests under this Agreement shall be subject to assignment without the written consent of the General Agent and the Company.
- 16) **Waiver.** The failure of the Company to enforce any provision of this Agreement or to insist upon strict compliance by the General Agent with any of the provisions shall not constitute a waiver of any of the rights or privileges of the Company under this Agreement and shall not be deemed to constitute a course of conduct or waiver as to any subsequent acts.
- 17) **Entire Agreement.** This Agreement shall supersede any prior agreement between the Company and the General Agent in relation to policies issued through the General Agent after the Agreement becomes effective. The foregoing together with accompanying schedules constitutes the entire Agreement between the parties.

This Agreement is executed on \_\_\_\_/\_\_\_\_/\_\_\_\_.

GENERAL AGENT

\_\_\_\_\_  
*General Agent Signature (Print General Agent name if a Corporation)*

If the General Agent is a Corporation

by \_\_\_\_\_  
*Signature of Authorized Officer*

its \_\_\_\_\_  
*Title of Authorized Officer*

MTL INSURANCE COMPANY

by \_\_\_\_\_

its \_\_\_\_\_

This Agreement has been registered by MTL Insurance Company and a copy filed in the Company's Home Office at Oak Brook, Illinois on the \_\_\_\_ day of \_\_\_\_  
MTL Insurance Company  
By \_\_\_\_\_



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## Principles of Ethical Market Conduct

- I will conduct business according to high standards of honesty and fairness. I will represent MTL Insurance Company and myself with the highest integrity, always striving to enhance the prestige of my profession.
- I will provide competent and client-focused sales and service to my customers which, in the same circumstances, I would apply to or demand for myself. I will accurately present all information necessary to enable my clients to make informed decisions. I will comply with all laws and regulations governing my business and professional activities.
- I will take reasonable efforts to determine the insurance needs or financial objectives of my clients based upon relevant information obtained from them, and enter into transactions which assist the customers in meeting their insurable needs or financial objectives.
- I will respond promptly to client feedback and will always place their interests above my own. I will provide fair and expeditious handling of all client complaints and disputes and make every effort to resolve them through MTL Insurance Company's complaint handling process.
- I will respect the confidentiality of information regarding my clients' personal and business information. I will exercise the highest integrity in cooperating with others who serve the needs of my clients.
- I will present sales and training materials, product illustrations and advertisements in a manner which is clear as to purpose, honest and fair as to content, and consistent with the needs of the customer. All my sales presentations will be based upon the principles of fair dealing and good faith, and will have a sound basis in fact. All such materials will meet with the approval of MTL Insurance Company.
- I will engage in active and fair competition in the marketplace and will refrain from disparaging competitor insurers, their representatives or methods of marketing. I will not replace existing life insurance and annuity policies without first communicating information to the customer that (s)he needs in order to ascertain whether such replacement of existing policies may or may not be appropriate.
- I will allow my professional conduct to be supervised and reviewed by MTL Insurance Company for compliance with these Principles of Ethical Market Conduct.
- I will promptly advise MTL Insurance Company of any financial relationship or other situation that a disinterested person would reasonably believe could restrict my ability to act in accordance with the foregoing Principles of Ethical Market Conduct.

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Signature

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Date

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Print Name

## EFT Weekly Commission Program

Weekly commissions are paid by Electronic Funds Transfer (EFT) directly to the agent's bank account.

Under this program:

- ✓ Weekly commissions are processed each Wednesday evening,
- ✓ Statements are available on the MTL Agent Web Site Thursday morning,
- ✓ Deposits (minimum \$25.00) are available Friday;
- ✓ All commission levels are paid weekly.
- ✓ General Agents can access all statements in agency; individual agents can access only their own.

To enroll in the EFT program, each agent must:

1. Complete a Direct Deposit (EFT) Form;
2. Attach a voided check or deposit slip (for the bank code information);
3. Provide an email address (instructions will be emailed to this address);
4. Return all information to:

Contract & Licensing, ACS Department  
MTL Insurance Company  
1200 Jorie Blvd.  
Oak Brook, IL 60522-9060  
Fax: 630-684-5484

**IMPORTANT:** The only alternative to the EFT Weekly Commission Program is monthly commissions. Should an agent not notify us of a change to his or her bank information, the agent will be put on monthly commissions until the new information is received and pre-noted through the banking system.

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT COMMISSION ACCOUNTING, EXT. 5561.**



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### Compensation Direct Deposit Authorization Form

#### AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT TO SAVINGS OR CHECKING ACCOUNT

I hereby authorize MTL INSURANCE COMPANY and its subsidiary companies (Company) to deposit my commission payments, along with all other forms of compensation payments, with the financial institution named below ("Bank") and for the Bank to credit the same to my account as described below. In the event that the Company notifies the Bank that funds to which I am not entitled have been deposited to my account in error, I hereby authorize and direct the Bank to return said funds to the Company as soon as possible and agree to hold the Company and the Bank harmless from any and all liability in connection therewith.

MTL Insurance Company Agent Number (All Accounts) \_\_\_\_\_

Payee's Name (Please Print) \_\_\_\_\_

Business Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Phone Number \_\_\_\_\_

Bank Address \_\_\_\_\_  
Street City State Zip

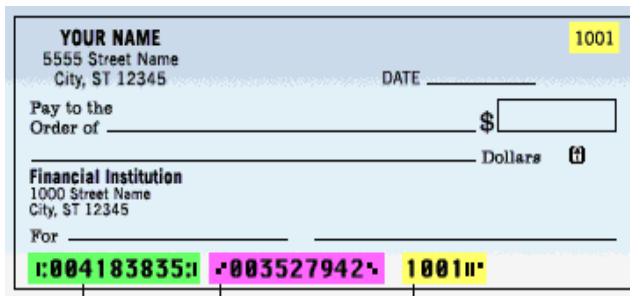
Bank Account Number \_\_\_\_\_

ABA Transit/Routing Number \_\_\_\_\_

Bank Account Type: Checking \_\_\_ **OR** Savings \_\_\_

(Savings Acct. #) \_\_\_\_\_

Direct Deposit is not available to Money Market accounts.



Routing Number Account Number Check Number

Payment of weekly commissions is available to agents who receive commission payments through direct deposit.

This authorization is to remain in force until the Company has received written notification from me of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. MTL shall not be responsible for confirming the accuracy of any information, including bank information, disclosed on this form. By signing below, the Payee attests to the accuracy of all information on this form.

Payee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Return to: Contract & Licensing  
A.C.S. Department  
MTL Insurance Company  
1200 Jorie Boulevard  
Oak Brook, IL 60523-2269

Fax # (630) 684-5484 – for Contracts & Licensing documents only

**A VOIDED CHECK MUST BE INCLUDED WITH THIS FORM.**



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## Anti-Money Laundering Training Requirement For MTL Insurance Company Producers

All insurance companies are required by the Financial Crimes Enforcement Network of the Treasury department to train their agents who sell permanent life insurance, annuity products or any other cash value insurance products about their responsibilities under the company's anti-money laundering program. MTL has an agreement with LIMRA to administer this training for us. You must complete this training prior to submitting business to MTL. The AML training must be renewed every two years.

**If you have already completed your AML training through LIMRA for another insurance company**, you do not have to do anything, as long as it was completed within the past 24 months. Once you are contracted with MTL, we will notify LIMRA and they will send us a report indicating the date you completed the course.

**If you previously completed AML training for another insurance company (broker/dealer or other financial institution) but not through LIMRA**, you do not need to take the training again as long as your previous training was completed within the past 24 months. Simply include a copy of your certificate of completion from your AML training provider with your contracting paperwork. The certificate must include the provider's name, your name and the date that you completed your training. MTL reserves the right to review the training program and request additional training if it does not meet our standards.

**If you have not taken any AML training within the past 24 months**, you may take it through the LIMRA website once you've received your MTL agent number from us. This system allows agents to complete the training only once for all companies connected to the LIMRA site. The training through LIMRA is absolutely free to you. MTL is picking up the expense for all its agents who take the training through LIMRA. Keep these instructions until you receive your MTL agent number.

You can access the LIMRA site by following these easy steps.

- Log onto the course at the following website address: <https://aml.limra.com>.
- **Effective October 1, 2016, your Username has been updated to your National Producer Number (NPN). To access LIMRA training site, enter your NPN in the Username field. If you do not know your NPN and would like to look it up, please visit [www.nipr.com](http://www.nipr.com)**
- If this is your first time logging onto this site, your **Password** is your last name (*lowercase*). Note: after logging onto the LIMRA site for the first time, you will be asked to change your password.
- If you have previously accessed the course, please use the password you created the first time you logged in. If you have forgotten your password, click the Forgot Your Password link. You will be prompted to enter your username and answer a security question. If you answer the question correctly, you will be asked to reset your password.
- You will not receive a paper certificate of your completion of this course; we will receive a report from LIMRA informing us that you have completed the course.
- Should you have technical questions accessing the training site or navigating within the LIMRA site, please contact LIMRA's technical support partner's help desk at [support@cfmpartners.com](mailto:support@cfmpartners.com) or (866) 364-2380.



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### Confidential Background Questionnaire

The purpose of this form is to determine whether our products and services are compatible with your sales activities and objectives. Nothing on this form is intended for discriminatory purposes. All information will be held in confidence.

Please print or type (answer N/A where appropriate)

#### Contract Name:

- Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/Estate
- Limited Liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) \_\_\_\_\_
- Other \_\_\_\_\_

|  |  |                                    |                  |                    |                           |   |
|--|--|------------------------------------|------------------|--------------------|---------------------------|---|
| Agency Principal's Name (if different) <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP<br><input type="checkbox"/> Other _____ |  |                                    | Other Names Used |                    | DBA Name                  |   |
| Tax ID Number  |  | Principal's Social Security Number |                  | Principal's Gender | Principal's Date of Birth | Principal's Driver's License Number/State |
| Business Address (number & street, city, state and zip code)   |  |                                    |                  | County:            | Business Telephone        |   |
| Post Office Box (number, city, state and zip code)   |  |                                    |                  | Fax Number         |                           |   |
| Principal's Residence Address (number & street, city, state and zip code)  |  |                                    |                  | County:            | No. Years                 | Cell Telephone<br>(    )                  |
| Former Residence Addresses for past 10 years    Attach separate sheet if necessary.<br>(number & street, city, state and zip code)                                     |  |                                    |                  |                    |                           |   |
| E-Mail Address   |  |                                    |                  |                    |                           |   |

#### LICENSES HELD

List ALL LICENSES CURRENTLY HELD that relate to the sale of life insurance and/or financial products for which you would like to be appointed by MTL Insurance. **Please enclose copy(ies) of current license(s).**

| Kind of License        | License Number | State | Line(s) of License(s) |
|------------------------|----------------|-------|-----------------------|
| Insurance Resident     |                |       |                       |
| Insurance Non-Resident |                |       |                       |
|                        |                |       |                       |
|                        |                |       |                       |

**A copy of your professional liability certificate or declarations page must accompany your application papers.**

#### Please Read and Answer Each Question

1. Were you ever previously contracted with MTL Insurance Company or its affiliates?  Yes     No  
If yes, when? \_\_\_\_\_
2. Year you entered the life insurance business. \_\_\_\_\_
3. Do you owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company?  Yes     No
4. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts?  Yes     No
5. Have you ever had any personal or business debts, which resulted in collections or charge-offs?  Yes     No
6. Have you had or are you currently the subject of any personal or business tax liens, suits or judgments?  Yes     No
7. Has any insurance company ever terminated any producer, agency, agent or broker contract with you for reason other than insufficient sales?  Yes     No
8. Have you ever been the subject of any inquiry or proceeding by any insurance department?  Yes     No



## Please Read and Answer Each Question

- |  |  |
|--|--|
| 9. Has any person ever complained to an insurance department or other agency about your conduct as an agent?         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Has your insurance agent's license ever been suspended, revoked or have you ever been fined or denied a license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. Have you ever had a surety or fidelity bond declined or cancelled?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. Have you been convicted or plead no contest to a felony or other crime?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. Have you ever been arrested and if so, for what reason?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**If the answer to any of these questions (other than the first) is "YES," list the number and please provide a separate letter of explanation and supporting documentation. This will void delays in your appointment.**

### Provide Information About ALL Life Companies Represented for the Last Five Years

| Date                             | Name & Address of Company | Paid Sales Premium in Last 12 Mo. Of Production | 13 Month Persistency* | Last 12 Months Commissions Earned | Approx. Current Debit Balance |
|----------------------------------|---------------------------|---|-----------------------|-----------------------------------|-------------------------------|
| From Month/Year<br>To Month/Year |                           | Premium \$                                      | %                     |                                   |                               |
| From Month/Year<br>To Month/Year |                           | Premium \$                                      | %                     |                                   |                               |
| From Month/Year<br>To Month/Year |                           | Premium \$                                      | %                     |                                   |                               |
| From Month/Year<br>To Month/Year |                           | Premium \$                                      | %                     |                                   |                               |

May your current employers and/or insurance companies be contacted? Yes No

I certify that the information furnished on the Confidential Background Questionnaire is true and complete and that I have not concealed any information requested. I understand that MTL Insurance Company will rely on this information in determining whether to offer a contract to me.

#### Taxpayer Certification

**I certify that I understand under penalties of perjury:**

1. **The payee's TIN is correct**
2. **The payee is not subject to backup withholding due to failure to report interest and dividend income**
3. **The payee is a U.S. person, and**
4. **The payee is exempt from FATCA reporting.**

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding.\*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

\*Please refer to Form W-9 Instructions at [www.irs.gov](http://www.irs.gov)

\_\_\_\_\_  
Signature of Applicant



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To insure full compliance with the 1997 Fair Credit Reporting Act and to facilitate easy access to all information necessary, please read and sign this authorization.

### **Background Investigation Authorization**

As part of MTL Insurance Company's routine agency appointment procedure, I understand MTL Insurance Company will obtain an investigative consumer report which could include information relating to, but not limited to, my prior employment, military record, education, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, criminal background, mode of living, verification of identification and/or Social Security Number, and credentials or licenses held by me. I further understand that none, some, or all of this information may be obtained through personal interviews with friends, family members, neighbors, and associates. I understand that any information contained in such reports may be taken into consideration in evaluating my suitability for appointment, promotion, reclassification, transfer or retention as an MTL independent agent.

By signing below, I authorize MTL Insurance Company to obtain an investigative consumer report on me. I also authorize all persons and entities (including, but not limited to, businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, FINRA, Vector One and all military services) to release all written and verbal information about me to MTL Insurance Company, or its designated investigative consumer reporting service. I release from all liability and agree to hold harmless any person or entity that provides MTL Insurance Company with this information.

I further understand that upon written request to MTL Insurance Company, I will be given full information as to the nature and scope of such background investigation.

This authorization, in original or copy form is valid now or any time in the future. I agree with all the provisions shown in this authorization form.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date