



*"Diversified Insurance and Financial Services Since 1978"*

## MTL Contracting

**Complete all pages and send  
ATTN: HILLARY HATCHER to:**

**BMC Agency, INC.  
ATTN Hillary Hatcher  
1529 Sam Rittenberg Blvd., Ste. 200  
Charleston, SC 29407**

**843.763.1602 FAX**

**hillaryh@bmcagency.com EMAIL**

**Please attach a copy of your E&O and  
License(s)**

1529 Sam Rittenberg Boulevard, Suite 200, Charleston, South Carolina 29407  
PHONE: 843-763-8630 FAX: 843-763-1602 TOLL FREE: 800-357-2342  
[www.BMCagency.com](http://www.BMCagency.com)



## **Agent CONTRACTING INSTRUCTIONS**

Complete and sign the following forms:

Producer's Background Questionnaire

Hierarchy Transmittal Form

Agent's Agreement

Principles of Ethical Market Conduct

Commission Direct Deposit Authorization Form (*required*)

Include:

Copy of License (Individual and Corporate)

Errors & Omissions Certificate (Individual and Corporate)

Agent may keep copies of the enclosed Commission Schedule and Anti-Money Laundering Training bulletin.

## Producer 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:**

Corporation   
  Sole Proprietorship   
  Partnership

Agency Principal's Name (if different)		<input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP            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		
Overnight Delivery Address (Number & street, city, state and zip code)			Where is mail to be delivered? <input type="checkbox"/> Business <input type="checkbox"/> Residence <input type="checkbox"/> P.O. Box		
Principal's Residence Address (number & street, city, state and zip code)		County:	No. Years	Cell Telephone (    )	
Former Residence Addresses for past 10 years Attach separate sheet if necessary. (number & street, city, state and zip code)					
E-Mail Address			Preferred Communication Method (for bulletins and other announcements) <input type="checkbox"/> Fax <input type="checkbox"/> E-mail <input type="checkbox"/> Regular Mail		

Office Manager or Department Contact(s) with telephone extension(s):

### 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 name must accompany your application papers.**

Indicate the most recent year you received any of these industry awards: NQA \_\_\_\_\_ NSAA \_\_\_\_\_ MDRT \_\_\_\_\_ Other \_\_\_\_\_

### Please Read and Answer Each Question

- |   |           |
|---|-----------|
| 1. Were you ever previously contracted with MTL Insurance Company or its affiliates?<br>If yes, when? _____   | Yes    No |
| 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 |

**Please Read and Answer Each Question**

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

**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 To Month/Year		Premium \$	%		
From Month/Year To Month/Year		Premium \$	%		
From Month/Year To Month/Year		Premium \$	%		
From Month/Year To Month/Year		Premium \$	%		

**\* WRITTEN PROOF OF PERSISTENCY MUST BE PROVIDED.**

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

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.

**Authorization**

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.

I, the undersigned applicant, hereby 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, the NASD, 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 and agree to hold harmless from all liability and responsibility for doing so.

As part of MTL Insurance Company's routine agency appointment procedure, an investigative consumer report will be obtained. I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation and personal characteristics. This information will be obtained through personal interviews with friends, neighbors and associates.

I further understand that upon written request I will be given a list of the areas that will be researched and included in the investigative report into my background.

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 disclosure form.

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

\_\_\_\_\_  
Date

**Commission Hierarchy Information**

This agent was recruited by \_\_\_\_\_  
(Name of next level in hierarchy)

MGA Name: **Michael Benke**

 \_\_\_\_\_  
Date



**BMC Agency, Inc.**

1529 Sam Rittenberg Blvd.  
Suite 200  
Charleston, SC 29407



**MTL INSURANCE COMPANY**  
*A member of the MUTUAL TRUST FINANCIAL GROUP*

**AGENT'S AGREEMENT**

*Between*

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

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

- 1) **Appointment.** The Company hereby appoints the 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 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 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.
  - (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.
- 2) **Relationship.** This Agreement shall not be construed to create the relationship of employer and employee between the Agent and the Company. The Agent is hereby constituted and shall in all respects continue to be an independent contractor. The Agent shall be free to exercise his/her own judgment as to the persons he/she will solicit for insurance.
- 3) **Rules.** The 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 Agent shall immediately remit to the Company all funds received or collected on behalf of the Company. All monies collected or received by the Agent for or on behalf of the Company shall be held in trust separate and distinct by the 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 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.
- 6) **Limitations.** The Company reserves the right in its sole discretion and without liability to the Agent to disapprove any application for insurance submitted to it by the 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 that applied for.
- 7) **Records.** The 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 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 Agent agrees that any loans and account charges made to or for the benefit of the Agent or agents or persons associated with him/her are the Agent's debt to the Company. The 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 Agent or his/her agents are also the Agent's debt to the Company. The 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 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 Agent in a suit or proceeding against the Company, the 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 Agent. Any compensation due the 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 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 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 Agent of such termination. In the event of such termination any and all interest the 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. Commissions.** As compensation for his/her services, the Agent shall be paid by the Company commissions computed in accordance with the accompanying Agent Commission Schedule(s). After this Agreement becomes effective, the 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 Agent wrote the applications and delivered the policies or contracts under the terms of this Agreement.

- 13) **Commission Payments and Refunds.** No commissions shall be payable on any rejected application. Should a policy issued on an application secured by the Agent lapse and not be reinstated the 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 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 Agent, so long as the aggregate commissions payable to the 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 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 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 Agent in relation to policies issued through the Agent after the Agreement becomes effective. The foregoing together with accompanying schedules constitutes the entire Agreement between the parties.
- 18) **Liability.** Each shareholder or partner if the Agent is a corporation or partnership personally and fully guarantees the performance by the Agent of every commitment covenant and undertaking in this Agreement provided such person or persons has signed this Agreement individually or on behalf of the Agent.

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

AGENT

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

If the 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 \_\_\_\_\_



# MTL INSURANCE COMPANY

*A member of the* **MUTUAL TRUST FINANCIAL GROUP**

## 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.

---

Signature

---

Date

---

Print Name

**BMC Agency**  
**1529 Sam Rittenberg Blvd. Suite 200**  
**Charleston SC 29407**



# MTL INSURANCE COMPANY

*A member of the MUTUAL TRUST FINANCIAL GROUP*

1200 Jorie Boulevard, Oak Brook, Illinois 60522-9060

Toll Free: 1-800-323-7320

## **EFT Weekly Commission Program**

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

To be eligible for the EFT Weekly Commission Program you must have:

1. Access to the Internet
2. Direct Deposit form on file with MTL

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.

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);

**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.**

**BMC Agency  
1529 Sam Rittenberg Blvd. Suite 200  
Charleston SC 29407**



# MTL INSURANCE COMPANY

*A member of the* MUTUAL TRUST FINANCIAL GROUP

## Commission 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 payment with the financial institution named below ("Bank") and 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 inadvertently, 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 Account Number \_\_\_\_\_ Bank Name \_\_\_\_\_

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

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

ABA Transit/Routing Number (Lower left corner of your check) \_\_\_\_\_

Bank Account Type: Checking \_\_\_ **OR** Savings\_\_\_ (Savings Acct. #) \_\_\_\_\_

Direct Deposit is not available on Money Market accounts.

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.

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

Return to: Contract & Licensing

**INCLUDE A VOIDED CHECK WITH THIS FORM.**

BMC Agency  
1529 Sam Rittenberg Blvd. Suite 200  
Charleston SC 29407



1200 Jorie Boulevard, Oak Brook, IL 60523-2269

## **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 Quest Continuing Education Services to administer this training for us. You must complete this training prior to submitting business to MTL. The AML training must be renewed annually.

If you previously completed AML training for another insurance company (broker/dealer or other financial institution), you do not need to take the training again as long as your previous training was completed within the past year. 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 year, you may take it through the Quest website once you've received your MTL agent number from us. The training through Quest is absolutely free to you. MTL is picking up the expense for all its agents who take the training through Quest. Keep these instructions until you receive your MTL agent number.

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

- Log onto the course at the following website address: [www.mutualtrustaml.com](http://www.mutualtrustaml.com).
- Your User name is your entire last name in lower case with no spaces or special characters combined with the 4 digit month and day of your birth (mmdd format). For example, if your last name is O'Brien and you were born on July 4, your User name is obrien0704. If your last name is Van Camp-Jones and you were born on December 1, your User name is vancampjones1201.
- Your password is the 4 digit month and day of your birth that you just used as part of your User name. In the examples above, O'Brien's password is 0704 and Van Camp-Jones' password is 1201.
- You may print a paper certificate when you complete this course, but you need not send a copy to us. Quest will send us a report the next day informing us that you completed the course.

**BMC Agency**  
1529 Sam Rittenberg Blvd. Suite 200  
Charleston SC 29407