



AGENT

Contract Checklist

┆ **Application for Agent Appointment – FORM 9199**

The agent and General Agent must complete and sign this form. Licensing uses this form to request inspection reports.

┆ **Agent Contract – FORM 9198**

Agent/GA signature required. Do not complete the effective date. The commission schedule and two copies of the contract will be returned to the GA.

┆ **Errors and Omissions Insurance – FORM 9121**

An agent who has been previously appointed with Kansas City Life must submit proof of E&O coverage with contracting paperwork. Agents who have never been contracted with Kansas City Life must provide proof of coverage within three months after the date of first issue.

┆ **Electronic Funds Transfer Form – FORM 4898**

The Electronic Funds Transfer Form must be completed for commissions to be paid directly to your bank account.

┆ **Anti Money Laundering Certificate**

If you have completed anti-money laundering training with another life insurance company, please include that certificate. If you have not completed this training, you are required to take training within 30 days of your Kansas City Life hire date.

All paperwork must be returned to your General Agent to complete your file. For more information, contact the Licensing Department, 800-572-2467, ext. 8042, licensing@kclife.com or fax 816-753-4982.



KANSAS CITY LIFE

Kansas City Life Insurance Company
Home Office: Kansas City, MO

3520 Broadway
Kansas City, MO 64111
816-753-7000
www.kclife.com

Contract

Agent

Print Name

Signed and effective at Kansas City, Jackson County, Missouri

this _____ day of _____, 20 _____.

ⓧ

Agent

Accepted By:

General Agent

For Kansas City Life Insurance Company

1 PARTIES TO THE CONTRACT

This contract is between the agent named in the preceding page and Kansas City Life Insurance Company. As used in this contract the words "you" and "your" refer to the agent. The words "Company," "we," "our" and "us" refer to Kansas City Life Insurance Company. The term "affiliated company" refers to Kansas City Life Insurance Company's subsidiaries.

2 DUTIES

You and we agree that while this contract is in force you will be an Agent of Kansas City Life Insurance Company. You are not required to represent Kansas City Life exclusively. As our Agent, you agree that you will:

- A. solicit applications for our life insurance policies and annuity contracts;
- B. deliver policies and contracts to their owners promptly after you receive them;
- C. receive and send checks for the first premium on applications you solicit;
- D. obey Kansas City Life's rules for agents and the directions of your General Agent;
- E. conduct yourself at all time in accordance with our Code of Professional Ethics and Business Practices and in accordance with insurance laws and regulations; and
- F. use only advertising or sales material that we have previously approved in writing.

3 RELATIONSHIP

You are an independent contractor. You are in business for yourself and do not depend on us for your livelihood. Within the limits of this Agreement and our rules, and subject to applicable laws, you must use your own judgment when, where and how you perform your duties. You are responsible to pay your own expenses.

4 LIMITS OF AUTHORITY

You do not have the authority and you agree not to perform the following acts on our behalf:

- A. collect renewal premiums, rebate premiums, extend the time for payment of any premium or waive any forfeiture;
- B. make, alter or discharge contracts, incur any indebtedness or liability or bind us or an affiliated company in any way;
- C. withhold any of our monies or property or commingle our funds with any other funds;
- D. open bank accounts in our name or endorse or deposit checks made payable to us.

5 COMMISSIONS

We will pay you commissions and service fees on policies issued as a result of applications solicited by you for our non-variable insurance products, subject to the exceptions and limitations set out in this contract and in the Commission Schedule. Your broker dealer, and not the Company, is responsible to pay your commissions on sales of our variable products. First year and renewal commissions will be fully vested. Service fees are not vested.

Your initial commission and service fee rates are shown on the Commission Schedule which is attached. It is based on the compensation level we have assigned to you. We may raise or lower your compensation level based upon your production and/or persistency. We will give you written notice of such change, and will provide you with a revised Commission Schedule. The revised Commission Schedule will only apply to applications which are signed and dated after its effective date.

We may change the Commission Schedules, or any Commission Schedule, by giving you notice. The revised Commission Schedules will only apply to applications which are signed and dated after their effective date.

Commissions will be paid on an as-earned basis unless your General Agent requests that we advance your

commissions, and we agree to do so. You and your General Agent will be jointly and severally responsible to repay commissions which were advanced but not earned.

We will make commission statements available to you electronically while this contract is in force. If you do not inform us in writing of any inaccuracies in a commission statement within 120 days after we post it, you may not later challenge the accuracy or completeness of the transactions and balances shown in the statement.

We may pay reduced commissions on:

- A. a policy that causes us extra expense or results in an excessively high premium for the insured due to:
 - 1. reinsurance;
 - 2. age of the insured;
 - 3. risk classification; or
 - 4. size of policy; or
- B. a new policy when an old policy we or an affiliated company issued on the same insured terminates or reduces coverage, or a withdrawal or loan is taken from such policy.

No commissions will be paid on:

- A. premiums for temporary insurance;
- B. extra premiums payable for nine years or less;
- C. premiums that are waived under a policy provision;
- D. premiums paid in advance until they are applied as current premiums; or
- E. premiums for variable insurance products.

6 REPAYMENT OF COMMISSIONS

You agree to repay any amounts paid to you:

- A. which were based on premiums we have refunded;
- B. on a new policy when an old policy we or an affiliated company issued on the same insured terminates; or
- C. as advanced commissions, when the policy terminates before all commissions are earned.

7 FORFEITURE

You agree to forfeit any amounts due you under this contract if you:

- A. either while this contract is in force or after it is terminated:
 - 1. replace or assist in replacing a policy we or an affiliated company issued with a policy of another insurer, or
 - 2. induce or attempt to induce an agent to leave our service; or
- B. are paid less than \$120 in renewal commissions during any consecutive twelve-month period beginning with the first anniversary of the effective date of this contract; or
- C. violate:
 - 1. the terms of this contract;
 - 2. our rules; or
 - 3. insurance laws or regulations in the states in which you and your subagents solicit applications.

8 TERMINATION

This contract will automatically terminate upon your death. It also may be terminated by you or us, with or without cause, upon written notice mailed to the other's last known address. Unless otherwise agreed in writing, all debt will be due and payable without demand upon termination of this contract.

Upon termination of this contract, you agree to return any supplies, printed materials or other property we have furnished you.

9 PRIVACY OF CUSTOMER INFORMATION

From time to time, the Company may provide you, in paper or electronic format, with nonpublic personal information about our customers ("customer information") in furtherance of the purpose of this contract. You agree that you will not further disclose or use customer information in the ordinary course of business and to carry out the purposes of this contract, or as we may specifically direct or permit in writing, or as otherwise permitted by applicable laws and regulations. You further agree to carefully safeguard all customer information which you may receive from the us. Your obligations as to re-use and disclosure of customer information, and to safeguard such customer information, will continue after termination of the contract between you and us.

Because money damages alone would not be a sufficient remedy for breach of this provision, you agree that, in addition to any other remedy which may be available, we shall be entitled to injunctive or other equitable relief without the necessity of posting a bond or other security.

10 GENERAL PROVISIONS

- A. We may deduct any amounts you owe us or an affiliated company from any amounts due you. This will not affect our right to collect indebtedness by other means.
- B. You will not participate, for a fee or commission, in any transaction involving viatication of a life insurance policy of the Company.
- C. Our failure to require your strict compliance with this contract or failure to promptly notify you of noncompliance will not waive our rights under this contract.
- D. This is the entire contract between you and us. This contract replaces any previous contracts we have made with you. This contract will not affect:
 - 1. any other general agent or agent contract with you which remains in force; or
 - 2. obligations you already owe us or have previously assumed; or
 - 3. commissions you have previously earned.
- E. No modification, amendment or assignment of this contract or of commissions or payments due under this contract will be valid unless approved in writing in advance by us.
- F. As often as we request, you shall make available your books and records, including those of bank accounts, for examination by our representative at your office, and you shall cooperate in such examination.
- G. You will notify us and your General Agent immediately upon receipt by you of any written consumer complaint, correspondence from a state insurance department or other regulatory agency, lawsuit or arbitration claim, which relates in any way to the Company, its affiliates, our products or your conduct as our agent, and will promptly forward a copy of any such document to us and to your General Agent.
- H. You will cooperate with us in defense of any lawsuit or claim in arbitration, and in any response to a consumer complaint or regulatory investigation.
- I. This contract will be governed by the laws of the State of Missouri, without giving effect to conflict of law principles.



KANSAS CITY LIFE

AGENT

Appointment Application

Please Note: Information concerning age and sex will not be used to discriminate against or give preference to any individual. Certain states require this information for Agent licensing.

Type or Print Legibly

Name _____ Last, First, Middle (As reported to the IRS)	Preferred Mailing Address _____
Industry Designations _____	City, State, ZIP _____
Nickname _____	Phone Number _____
Social Security Number _____	Cell Phone Number _____
Date of Birth _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	Fax Number _____
Home Address (Required) _____	Email Address _____
City, State, ZIP, County (Required) _____	<i>Complete only if this application is made on behalf of a corporation</i>
Home Phone Number _____	Corporation Name (As reported to the IRS) _____
Where else has applicant lived in last seven years?	Principal Officer's Name and Title _____
City, County, State _____	Tax Identification Number (Please attach a copy of the certificate of good standing.) _____
City, County, State _____	Mailing Address _____
Shipping Information (No PO Box) _____	City, State, ZIP _____
Address _____	Business Phone Number _____
City, State, ZIP _____	Business Fax Number _____

License Information — Attach legible copy of home state license and a copy of any nonresident licenses for state appointment purposes.

State	License No.	Expiration Date	Lines Qualified to Sell
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please Note: Contracts cannot be processed without proof of a valid license. If applying for a first-time license and a copy is not available, please so indicate and show the date applied for: _____

Have you previously sold life insurance? Yes No

Have you previously been contracted with Kansas City Life? Yes No

Have you submitted business? Yes No

If "Yes," date of application _____

Employment History

Employer Name _____

Employment Dates _____ to _____

Position _____

City _____ Country Code _____

Employer Name _____

Employment Dates _____ to _____

Position _____

City _____ Country Code _____

Professional Liability Insurance

Does Agent/GA have errors & omission (E&O) coverage? Yes No

If "Yes," please attach copy of Declaration Page. If "No," proof of coverage is required within 90 days after the month-end of the first paid case. Note: If Agent is a rehire, proof of E&O coverage is required.

Background Questions

An incorrect or incomplete response to any question will constitute cause for termination of your appointment.

1. Has your insurance license or securities registration been suspended or revoked or have you ever been denied an insurance or securities license or securities registration? Yes No
2. Have you been fined or disciplined or entered into a consent order with any State Insurance Department, State Securities Department, the Securities Exchange Commission (SEC) or the Financial Industry Regulatory Authority (FINRA)? Yes No
3. Has any insurance company terminated your Agent, Agency or Broker Contract for any reason other than insufficient production? Yes No
4. Do you owe money to any insurance company you have worked for as an Agent or Broker? Yes No
5. Have you ever made a claim against your errors and omissions (E&O) insurance carrier? Yes No
6. Have you been sued by a Policyholder, Contract Holder, Beneficiary, insurance company or other person based on your activities as an Insurance Agent? Yes No
7. Have any court judgments been entered against you? Yes No
8. Have any garnishments or tax liens been filed against you? Yes No
9. Have you filed for bankruptcy or sought legal protection from your creditors through other means? Yes No
10. Have you been denied a Fidelity or Surety Bond? Yes No
11. Have you been convicted of a crime, other than minor traffic offenses? Yes No

If your answer to any of these questions is "Yes," please provide a full explanation, including dates, in the space below. If necessary, continue your explanation on a separate sheet of paper and attach it to this Application for Appointment. Attach copies of any documents that will help us understand your explanation.

The Fair Credit Reporting Act requires that we inform you that a background investigation may be conducted as part of our screening and hiring process. This may include an inquiry to obtain information regarding your character, employment history, general reputation, personal characteristics, policy record, education, qualifications, motor vehicle record, mode of living and/or credit and indebtedness. The primary objective on any investigation will be to verify information you provided on your application or during the interview process in connection with your application for and/or continued contract with the company. A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your contract with the company. Upon timely written request to our Agent Licensing department, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the report (if one is made) will be provided to you. You have the right to request details of the report from the consumer reporting agency.

Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone numbers of the reporting agency, a summary of your rights under the Fair Credit Reporting Act, as well as additional information on your rights under the law.

I hereby authorize Kansas City Life, and its subsidiaries, and/or designated screening firm to investigate my background as it pertains to employment history and performance, personal and professional references, educational history, licenses and information contained in public records, including but not limited to, credit, criminal, motor vehicle data and workers compensation. I hereby release all persons, companies or other entities furnishing such information from liability and responsibility in connection herewith. I further authorize ongoing procurement of the types of reports mentioned herein at any time during my contract with the company. A photocopy of this document maybe substituted for the original.

(CA/ME/MN/OK Residents Only): Do you wish to receive a copy of your consumer report? Yes _____ No _____

Signature of Applicant (if an individual)

Date

Signature of Applicant (if corporation)

Date

By _____

Title _____

General Agent (Please Print)

Date

Agency Number _____



KANSAS CITY LIFE



KANSAS CITY LIFE

OLD AMERICAN



INSURANCE COMPANY



Sunset Life

SFS

SUNSET FINANCIAL

REQUEST FOR
ELECTRONIC
FUNDS TRANSFER
OF COMMISSIONS

The undersigned understands and acknowledges that Kansas City Life Insurance Company and/or a subsidiary of KCL hereafter will pay commissions due by means of Electronic Funds Transfer on request. The undersigned hereby requests the Electronic Funds Transfer be directed to the financial institution and account designated below. The undersigned reserves the right to designate a new or different financial institution, or, a new or different account, on written and signed notice to Kansas City Life Insurance Company or the subsidiary.

By entering your agent number next to the appropriate company below, you are authorizing the commissions for the agent number to be deposited in the account below.

Company	Agent Number(s)	Company	Agent Number(s)
KCL	_____	SFS	_____
SSL	_____	OAIC	_____

1. Name and address of financial institution:

2. Account number: _____

Routing number: _____

3. Indicate whether account is: Checking Savings

4. Signature and identifier. If you are an individual agent, sign and enter your agent number (if known), then enter your SOCIAL SECURITY NUMBER.

****SFS AND VARIABLE BUSINESS MUST DEPOSIT TO A PERSONAL ACCOUNT****

If you are incorporated, sign and enter your agent number (if known), then enter your TAX IDENTIFICATION NUMBER, and you must have your CORPORATE SECRETARY sign.

Signature and Agent Number

Social Security or Tax Identification Number

Signature of CORPORATE SECRETARY, if incorporated

5. Date: _____

6. Attach a **VOIDED CHECK** showing the correct account number and bank routing numbers.

KANSAS CITY LIFE INSURANCE COMPANY
PO Box 219139
Kansas City, MO 64121-9139

