



**Independent Agent
Appointment Agreement
(Registered Representative)**

Independent Agent Appointment Agreement (Registered Representative)

This Agreement is made as of the date signed below by _____ (“Agent”) and replaces any prior agreement(s) between Agent and Horace Mann Life Insurance Company (“HMLIC”) or any HMLIC affiliates.

1. Appointment. Subject to the terms, limitations and conditions of this Agreement, Agent is appointed to solicit applications for certain variable products of HMLIC. The variable products that Agent is appointed to sell are referred to in this Agreement as the “Products” and are identified in Schedule(s) attached to the broker dealer selling agreement between HMLIC and Agent’s broker dealer identified at the end of this Agreement (the “Broker Dealer”). Agent may only solicit applications in territories in which Agent is properly licensed and registered; and the Schedules may further describe or limit the territories in which Agent is allowed to solicit applications. Agent is not assigned an exclusive territory.

HMLIC shall at all times have the right to refuse, decline, or withdraw from consideration any application submitted by Agent and may make changes as HMLIC deems advisable in the conduct of its business, or discontinue issuing any of its products at any time. No liability to Agent or right of action against HMLIC shall arise from HMLIC’s exercise of any of these rights.

2. Compensation. HMLIC has no obligation to Agent for the payment of any compensation in connection with this Agreement. The Broker Dealer is solely responsible to compensate Agent for the solicitation of applications for the Products, as provided in any agreement between Agent and the Broker Dealer or any affiliate thereof, and HMLIC shall have no liability therefor.

3. Relationship. Agent has been appointed with HMLIC through the recommendation of the Broker Dealer. Nothing contained herein shall be construed to create the relationship of employer and employee between Agent and HMLIC, and Agent is an independent contractor for all purposes and in all situations.

4. Authority.

(1) Agent has the authority to do the following:

- A. Solicit applications for the Products as provided in this Agreement.
- B. Collect the initial premium on applications for the Products.
- C. Deliver policies/contracts issued by HMLIC in accordance with HMLIC’s delivery instructions.

(2) It is Agent’s responsibility to:

- A. Submit promptly to HMLIC all applications for the Products and all initial premiums.
- B. Maintain any minimum production and minimum persistency requirements established for Agent by HMLIC. Such requirements will be communicated in writing and may be changed at HMLIC’s discretion.
- C. Comply with all applicable laws and regulations, including but not limited to all applicable insurance and securities laws and regulations and Financial Industry Regulatory Authority (FINRA) rules.

5. Limitations on Authority. Agent has no authority to do and shall not do any of the following:

- A. Make any agreement on the part of HMLIC or waive or change any term, rate, or condition stated in any HMLIC policy/contract, agreement, or form.
- B. Extend the time for payment of premiums or other monies due to HMLIC.
- C. Collect money for HMLIC, except initial premiums in connection with applications for the Products as provided in this Agreement.
- D. Accept initial premiums for the Products in any form except bank cashier’s checks on the applicant’s account or checks drawn and signed by the applicant, in each case made payable to HMLIC.
- E. Offer to pay, directly or indirectly, any rebate of premiums or other inducement not specified in the HMLIC policy/contract to any person.

- F. Replace HMLIC business with that of other companies.
 - G. Induce or try to induce any agent appointed by HMLIC to end his relationship with HMLIC without HMLIC's prior consent.
- 6. Advertising.** Agent shall comply with HMLIC's rules with regard to the use of all advertising materials and shall not use the name of HMLIC in any advertising or use any advertising pertaining to the Products without the prior written consent of HMLIC.
- 7. Termination.** HMLIC may terminate Agent's appointment at any time, with or without cause, by giving written notice. Such termination shall be effective immediately or at such later date as may be specified in the notice. Agent's appointment with HMLIC shall automatically terminate if the Broker Dealer's agreement with HMLIC is terminated or if Agent ceases to be properly licensed and registered for the sale of the Products.
- 8. Materials and Software.** All forms, manuals, software, and other materials furnished to Agent by HMLIC shall remain the property of HMLIC and shall be returned to HMLIC promptly upon demand or upon termination of Agent's appointment with HMLIC. Agent shall use any such software only as necessary or appropriate in connection with the sale of the Products; shall not copy the software or alter it in any way; and shall not make any disclosure of the software or any portion thereof.
- 9. Privacy.** HMLIC may from time to time provide Agent with certain non-public information on customers of HMLIC or its affiliates for the purpose of performing services for HMLIC. Agent is prohibited from disclosing or using such information other than to carry out the purposes for which HMLIC disclosed the information. Agent shall keep such information confidential, shall maintain adequate safeguards to protect such information, and shall return such information to HMLIC upon demand or upon termination of Agent's appointment with HMLIC. Agent shall comply with all applicable laws and regulations relating to privacy and information security.
- 10. No Waiver.** Failure of HMLIC to enforce any provision of this Agreement shall not constitute a waiver of that provision, and no waiver shall be effective unless it is in writing and signed by a HMLIC officer. The past waiver of a provision by HMLIC shall not constitute a course of conduct or a waiver of that provision in the future.
- 11. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Agent agrees that any state or federal court located in Sangamon County, Illinois, shall have sole and exclusive jurisdiction and be the appropriate venue for any required judicial interpretation and enforcement of this Agreement.

This Agreement has been signed as of _____, 20__ by the Agent.

Agent

Signature of Agent

Print name of Agent _____

Broker Dealer

By signing below, the Broker Dealer acknowledges that it has requested the appointment of Agent and that it approves Agent's execution of this Agreement.

Print name of Broker Dealer _____

Authorized signature for Broker Dealer

Print name of authorized signer for Broker Dealer _____

Background Information Form

Please Check One:

- ☐ Agency; Name _____ FEIN # _____
☐ Independent Agent

Personal Information

Full Name _____
 First _____ Middle _____ Last _____

Social Security # _____ Date of birth _____

Starting with current address, provide all residence addresses for the past 7 years

Current Residence Address:

Street _____ City _____ State _____ County _____ Zip _____

Previous Addresses (if less than seven years at the above listed address):

Street _____ City _____ State _____ County _____ Zip _____

Street _____ City _____ State _____ County _____ Zip _____

Business Address:

Street _____ City _____ State _____ County _____ Zip _____

Business phone (____) _____ Fax # (____) _____ Cell/Home phone (____) _____

Personal email address _____ Website address _____

Work History

Include companies you are contracted or employed with, or have been contracted or employed with, during the last ten years

From (Mo/Yr)	To (Mo/Yr)	Name of company	Location	Title	Reason for leaving

Business/license/registration information (if applicable)

Current insurance company(s) and/or Broker Dealer name _____

Licensed to sell: ☐ Property ☐ Casualty ☐ Life ☐ Accident/Health ☐ Variable ☐ Other _____

FINRA CRD # _____ License # _____

Resident license state _____ Non-resident state(s) _____

Name of Errors & Omissions carrier _____ Effective date _____

AML course completion, company and date _____

Disclosure Questions

Please answer all questions accurately in regard to both personal and business affiliation. If you answer **Yes** to any of the questions, please include a separate sheet with details. If the question is not applicable, please answer **No**. Failure to provide true and complete information may result in denial of this request for association and/or subsequent association termination. "Horace Mann" includes Horace Mann Life Insurance Company and any of its affiliates.

	Personal		Business	
	Yes	No	Yes	No
1. Have you ever been affiliated with Horace Mann or Horace Mann Investors, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you filed for, or been discharged from, any personal or business bankruptcy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been the subject of a repossession, short sale or foreclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you the subject of a child support related subpoena or warrant, or do you have a child support obligation which is past due	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you currently have past due accounts or accounts in collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you have any outstanding financial judgments, liens or delinquent tax obligations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever been charged with any misdemeanor or felony (including DUI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been convicted of, pled not guilty or nolo contendere (no contest) to any misdemeanor or felony (including DUI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Do you have any pending misdemeanor or felony charges (including DUI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you ever been listed on a sex offender registry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any domestic or foreign court or agency ever found that you were involved in a violation of investment-related statutes or regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Are you now or have you been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, fraud or any other act of dishonesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are you currently or have you ever been the subject of a professional license/registration or market conduct investigation, complaint, claim or proceeding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment with any insurance or other financial services company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you ever filed an errors & omissions (E&O) claim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Has a bonding surety or E&O provider ever denied an application or claim, made payment for you or terminated coverage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is any insurance or financial services company holding a chargeback or similar claim against you for commission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you ever had a license for any professional designation placed on probation, denied, suspended, revoked, canceled, limited or non-renewed by any state or regulatory body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. At any time has any business in which you were an owner, partner, officer, or director been involved in any regulatory or criminal investigations or civil litigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorization and Release

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further certify that I am legally authorized to work in the United States in accordance with all local, state and federal laws and regulations.

I further understand that failure to provide true and complete information may result in denial of this request for association and/or subsequent association termination. I authorize Horace Mann Life Insurance Company ("the Company") to conduct a background investigation concerning my association including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now, and at any time while I am associated with the Company, and to share any information obtained with affiliated companies and company management. I further understand that the Company may deny my request for association and may subsequently terminate my association at its sole discretion.

I agree that a photocopy of this Authorization and Release shall be as valid and binding as an original.

I understand and agree that I am not authorized, and am expressly forbidden to solicit and/or sell business for the Company until my license and appointments have been secured.

I agree to promptly notify the Company if any of the information on this form changes.

Signature_____ Date_____

Please list any other name or names by which you have been known or have used:

Disclosure of Request for Consumer Report

This is to inform you that as part of our association procedure a consumer report will be obtained. Further information may be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted.

This inquiry might include, but is not limited to, information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. These investigations might include, but are not limited to, searches of educational institutions attended; financial or credit agencies; records of previous employment, including work history; records from the U.S. Veterans' Administration; criminal history information on file in local, state or federal agencies; workers' compensation records and motor vehicle records.

You have the right to make a written request within a reasonable period of time to Horace Mann Service Corporation, 1 Horace Mann Plaza, Springfield, Illinois 62715, for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation, and a written statement of your rights under the Fair Credit Reporting Act.

Releases

I authorize and consent for a full release of records (either orally or in writing) to the authorized representatives of your Company. In addition, I release and discharge your Company and its agents and associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs, expenses or any other charge or complaint filed with any agency arising from retrieving and reporting this information. I understand this notice will apply to any future updated reports that may be requested.

I understand that according to the Federal Fair Credit Reporting Act ("FCRA") I am entitled to receive, upon written request within a reasonable time after receiving the Disclosure of Request for Consumer Report or Investigative Consumer Report, an accurate disclosure of the background report conducted on me. To request a copy of the background, I can contact:

Business Information Group
Consumer Care Department
P.O. Box 541
Southampton, PA 18966
1-800-260-1680
<http://www.bigreport.com/requestdispute-my-report/>

Independent Agent name (printed)

Independent Agent signature

Date

☐ **California, Oklahoma, and Minnesota residents only:** If you are a current California, Oklahoma, or Minnesota resident and would like to request a copy of your Consumer Report or Investigative Consumer Report, please check the box. This report may include character and reputation information obtained through personal interviews.



Direct deposit request

Horace Mann is pleased to offer you the ability to have your compensation deposited automatically. Simply complete the boxes below and fax the form to 217-788-5161 or mail to: Agency Compensation D501, 1 Horace Mann Plaza, Springfield, IL 62715-0001. Horace Mann requires up to 30 days to initiate, change or cancel any direct deposit request.

Last name

 First name

 MI

Agent number	Email address

Action

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																
New	Change	Cancel																

[illegible][illegible]

(All 9 boxes must be filled. The first numbers must be 01 through 12 or 21 through 32).

Check one of each category

Type of account Ownership of account Kind of account

☐ ☐ ☐ ☐

Checking Savings Self Joint Corporate Individual

By signing this agreement, I authorize Horace Mann to initiate compensation credit entries to the account indicated above. I also authorize Horace Mann to initiate, if necessary, debit entries and adjustments for any credit entries made in error. This agreement may be terminated by me or Horace Mann at any time by written notification.

Signature _____ Date _____

If the account is a joint account or in someone else's name, that individual must also agree to the terms stated above by signing below.

Signature _____ Date _____

Place voided check here

Any questions please contact Agency Compensation 1-866-630-4032, press 6 then enter extension 5311.

Candidate Background Investigation Criteria

These criteria are used in conjunction with the results of the background investigations for all candidates (agents, licensed producers and non-licensed staff).

Red – Declined/Rejected Candidate

A candidate whose background investigation identifies any of the items listed below will be declined/rejected unless satisfactory explanation is given. We will notify the candidate and the Sponsoring Agent (as applicable).

Criminal-related incidents:

- Felony conviction
- Financially related misdemeanor conviction within past 10 years, including but not limited to:
 - Theft/shoplifting
 - Truth or Veracity (moral turpitude)
- Financially related misdemeanor conviction including but not limited to:
 - Embezzlement
 - Bad Checks (theft by check)
 - Fraud or Forgery
- Misdemeanor drug conviction within past 5 years
- Any criminal convictions not disclosed on the profile, excluding minor traffic offenses
- DUI conviction within past 3 years
- Any non-adjudicated criminal matters
- Match on nationwide sex offender registry
- Any criminal conviction of a sexual nature

Financial-related incidents:

- Open bankruptcy
- Chapter 7 Bankruptcy with discharge date within the past year
- Non-Discharged Chapter 11 or 13 Bankruptcy with delinquent payment(s)
- More than one bankruptcy filing within the past 10 years
- Undisclosed Bankruptcy
- \$50,000 or more of known collection accounts, outstanding liens and judgments or past due accounts, none of which are currently being rectified

Regulatory-related incidents:

- Any regulatory sanctions imposed by FINRA
- Any undisclosed regulatory sanction, proceeding or investigation
- Revocation of any insurance or professional license

Candidate Background Investigation Criteria *cont'd*

Yellow – Review candidate

A candidate whose background investigation identifies any of the items listed below will be further reviewed by our Review Committee. We will notify the candidate and Sponsoring Agent (as applicable) to request clarifying information or other appropriate documentation.

Criminal-related incidents:

- Any DUI charge
- DUI conviction over 3 years ago
- Major traffic violations (excluding DUI) within the past 5 years
- Misdemeanor drug conviction over 5 years ago
- Any disclosed misdemeanor charges or convictions, excluding minor traffic offenses (other than red categories noted in previous section)
- Any criminal charges not disclosed on the profile
- Any felony charge
- Any criminal charge sexual in nature

Financial-related incidents:

- Non-open or non-discharged Chapter 11 or 13 Bankruptcy, which was disclosed
- Disclosed bankruptcy with discharge date of 1-10 years ago
- Disclosed bankruptcy over 10 years old with existing collection accounts, outstanding liens and judgments or past due accounts, or reason is questionable
- \$15,000 or more listed as collection accounts, outstanding liens and judgments or past due accounts, which were disclosed
- Any financial issues totaling \$500 or more, not provided on or with disclosure questions

Regulatory-related incidents:

- Any prior or pending regulatory sanction, inquiry or investigation
- Any license or registration suspension