DUNHILL
MARKETING & INSURANCE SERVICES, INC.
THE POWER OF PARTNERSHIP CA License # 0801066

CONTRACTING TRANSMITTAL

PLEASE RETURN ALL CONTRACTING MATERIALS TO:

Dunhill Marketing & Insurance Services, Inc.
Attn: Licensing & Contracting Department

L&C Fax: (619) 578-7808
Email: lindag@dunhillinsurance.com

Thank you for contracting with this carrier through Dunhill Marketing & Insurance Services, Inc. To ensure a smooth and timely process, please make sure to return the below listed documents:

- ☐ **Completed and signed contract**
- ☐ **Copy of E&O coverage**
- ☐ **Copy of state license for all requested states**
- ☐ **Evidence of recent AML Training**

INDEPENDENT PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN DUNHILL MARKETING & INSURANCE SERVICES, INC., ("DUNHILL MARKETING") AND ON THE ONE HAND, THE PRODUCER NAMED BELOW (THE "PRODUCER"), THE PRODUCER'S PRINCIPAL NAMED BELOW ("PRINCIPAL"), AND THE PRODUCER'S AFFILIATED INSURANCE AGENCY, IF APPLICABLE ("PRODUCER AGENCY") (COLLECTIVELY THE "PRODUCER"), ON THE OTHER HAND.

NAME: _____
LAST FIRST M.I

CORPORATION NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SOCIAL SECURITY/TAX ID #: _____ E-MAIL: _____

WHEREAS, DUNHILL MARKETING IS A GENERAL AGENT, MANAGING GENERAL AGENT, AND/OR BROKER FOR INSURANCE CARRIERS UNDER VARIOUS CONTRACTS ("DUNHILL MARKETING CARRIERS") AND HAS THE AUTHORITY TO RECOMMEND THE APPOINTMENT OF THE PRODUCER TO SELL THE INSURANCE PRODUCTS OF DUNHILL MARKETING CARRIERS; AND

WHEREAS, PRODUCER IS AN INDEPENDENT CONTRACTOR AND DESIRES TO BE APPOINTED THROUGH DUNHILL MARKETING TO ACCESS SUCH INSURANCE PRODUCTS FROM DUNHILL MARKETING CARRIERS;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROVISIONS HEREINAFTER SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE PRODUCER SHALL COMPLY WITH ALL (I) FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND RULES APPLICABLE TO THE PRODUCER'S SOLICITATION OF INSURANCE PRODUCTS, AND (II) ALL RULES, POLICIES, PROCEDURES AND STANDARDS WHICH ARE PROVIDED TO THE PRODUCER BY DUNHILL MARKETING OR BY ANY DUNHILL MARKETING CARRIER.

(A) THE PRODUCER SHALL BE SOLELY AND FULLY RESPONSIBLE FOR COMPLYING WITH ALL RULES, REQUIREMENTS AND INSTRUCTIONS PROMULGATED BY EACH DUNHILL MARKETING CARRIER, AS THE SAME MAY CHANGE FROM TIME TO TIME, AND FOR ENSURING THAT PRODUCER OBTAINS IN A TIMELY MANNER ALL UPDATED INFORMATION REGARDING THE DUNHILL MARKETING CARRIERS AND ALL UPDATED RULES, REQUIREMENTS AND INSTRUCTIONS FROM THE DUNHILL MARKETING CARRIERS.

(B) THE PRODUCER SHALL HOLD THE APPROPRIATE INSURANCE LICENSE(S) IN THE STATE OF SOLICITATION AND IN THE STATE WHERE THE APPLICATION IS SIGNED PRIOR TO SUBMITTING AN APPLICATION FOR INSURANCE TO DUNHILL MARKETING AND, UPON REQUEST BY DUNHILL MARKETING, SHALL PROVIDE A TRUE AND CORRECT COPY OF PRODUCER'S INSURANCE LICENSES.

(C) THE PRODUCER SHALL COMPLETE PRE-CONTRACTING OR APPOINTMENT PAPERWORK WITH THE DUNHILL MARKETING CARRIER PRIOR TO SOLICITING THE SALE OF A PRODUCT, IF REQUIRED.

(D) THE PRODUCER SHALL NOT ALTER, MODIFY, WAIVE, OR AMEND ANY OF THE TERMS, RATES OR CONDITIONS OF ANY ADVERTISEMENT, BROCHURES, APPLICATIONS, POLICIES, CONTRACTS OR OTHER MATERIALS PROVIDED TO THE PRODUCER BY DUNHILL MARKETING OR ANY DUNHILL MARKETING CARRIER UNLESS SUBMITTED AND APPROVED IN WRITING BY DUNHILL MARKETING AND/OR THE DUNHILL MARKETING CARRIER. THE PRODUCER SHALL NOT CREATE ANY MATERIALS THAT REFERENCE DUNHILL MARKETING OR DUNHILL MARKETING CARRIERS UNLESS SUBMITTED AND APPROVED IN WRITING BY DUNHILL MARKETING AND/OR THE DUNHILL MARKETING CARRIER.

(E) THE PRODUCER SHALL NOT SHARE COMMISSIONS OR ANY OTHER COMPENSATION (INCLUDING ANYTHING OF VALUE TO INDUCE THE SALE OF A DUNHILL MARKETING CARRIER PRODUCT) WITH AN UNLICENSED PERSON OR ENTITY. DUNHILL MARKETING DOES NOT PERMIT REBATING.

2. THE PRODUCER SHALL AT ALL TIMES MAINTAIN LIABILITY INSURANCE COVERING THE PRODUCER AND THE PRODUCER'S AGENTS AND EMPLOYEES AGAINST CLAIMS FOR DAMAGES BASED ON ACTUAL OR ALLEGED PROFESSIONAL ERRORS OR OMISSIONS IN AN AMOUNT AND WITH AN INSURER REASONABLY ACCEPTABLE TO DUNHILL MARKETING. PROOF OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO DUNHILL MARKETING UPON REQUEST AND PRODUCER SHALL NOTIFY DUNHILL MARKETING IMMEDIATELY IF FOR ANY REASON SUCH INSURANCE COVERAGE CEASES TO BE IN EFFECT.

3. FROM TIME TO TIME DUNHILL MARKETING, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITH NO OBLIGATION TO DO SO, MAY ADVANCE COMMISSIONS TO PRODUCER PRIOR TO COLLECTION OF THE COMMISSION AMOUNT FROM THE APPLICABLE DUNHILL MARKETING CARRIER (EACH SUCH ADVANCE BEING REFERRED TO HEREIN AS AN "ADVANCE" AND ALL SUCH ADVANCES BEING REFERRED TO COLLECTIVELY HEREIN AS THE "LOAN"). WITH RESPECT TO THE LOAN AND ANY INDIVUDUAL ADVANCE, PRODUCER AGREES AS FOLLOWS:

(A) DUNHILL MARKETING HAS A RIGHT OF OFFSET AGAINST ALL COMMISSIONS AND ANY OTHER COMPENSATION PAYABLE BY DUNHILL MARKETING TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH DUNHILL MARKETING, AS SECURITY FOR THE PAYMENT OF ANY EXISTING OR FUTURE DEBIT BALANCE OR OTHER INDEBTEDNESS OF PRODUCER TO DUNHILL MARKETING. DUNHILL MARKETING MAY AT ANY TIME AND FROM TIME TO TIME, WITH OR WITHOUT NOTICE OR JUDICIAL ACTION, EXERCISE SUCH RIGHT BY OFFSETTING SUCH INDEBTEDNESS AGAINST ANY COMMISSIONS AND OTHER COMPENSATION OTHERWISE DUE TO PRODUCER. THIS RIGHT OF OFFSET SHALL NOT BE EXTINGUISHED BY THE TERMINATION OF THIS AGREEMENT OR ANY OTHER AGREEMENT. FOR PURPOSES OF CLARIFICATION, THE LOAN NEED NOT BE IN DEFAULT FOR DUNHILL MARKETING TO OFFSET AMOUNTS DUE TO DUNHILL MARKETING AGAINST COMMISSIONS AND OTHER COMPENSATION PAYABLE BY DUNHILL MARKETING TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH DUNHILL MARKETING.

(B) IN THE EVENT THAT ANY POLICY OR OTHER INSURANCE PRODUCT SOLD BY PRODUCER (A "POLICY") IS RECAPTURED OR ACCEPTANCE OF SUCH POLICY IS RESCINDED OR REVOKED BY A DUNHILL MARKETING CARRIER AFTER AN ADVANCE HAS BEEN MADE BASED ON THE COMMISSION FOR SUCH POLICY, PRODUCER SHALL REPAY TO DUNHILL MARKETING THE TOTAL AMOUNT OF SUCH ADVANCE WITHIN THIRTY (30) DAYS AFTER DUNHILL MARKETING DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH RESCISSION OR REVOCATION.

(C) IN THE EVENT THAT, AFTER AN ADVANCE HAS BEEN MADE BASED ON A COMMISSION FOR ANY POLICY, (I) PREMIUMS FOR SUCH POLICY ARE RETURNED TO A DUNHILL MARKETING CARRIER AND DUNHILL MARKETING CARRIER SUBSEQUENTLY DEMANDS A REFUND OF ALL OR PART OF THE COMMISSIONS PAID BY THE DUNHILL MARKETING CARRIER TO DUNHILL MARKETING OR (II) DUNHILL MARKETING IS SUBJECT TO CHARGEBACKS IN CONNECTION WITH SUCH POLICY, PRODUCER SHALL REPAY DUNHILL MARKETING THE AMOUNT OF THE ADVANCE TO THE EXTENT OF THE REFUND (PRO RATA BASED ON THE PERCENTAGE OF THE COMMISSIONS PAID TO DUNHILL MARKETING THAT ARE ATTRIBUTABLE TO THE PRODUCER'S COMMISSION) OR CHARGEBACK WITHIN THIRTY (30) DAYS AFTER DUNHILL MARKETING DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH REFUND OR CHARGEBACK.

(D) IN THE EVENT THAT PRODUCER HAS BEEN OVERPAID FOR ANY REASON, PRODUCER SHALL REPAY DUNHILL MARKETING THE AMOUNT OF THE OVERPAYMENT WITHIN THIRTY (30) DAYS AFTER DUNHILL MARKETING DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH OVERPAYMENT.

(E) IF PRODUCER FAILS TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED HEREUNDER, DUNHILL MARKETING MAY OFFSET SUCH AMOUNTS, PLUS APPLICABLE LATE FEES AND INTEREST, FROM ANY FUTURE COMMISSIONS DUE TO PRODUCER. FAILURE TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED HEREUNDER SHALL BE A DEFAULT BY PRODUCER, NOTWITHSTANDING ANY ELECTION BY DUNHILL MARKETING TO OFFSET THE AMOUNTS OWED AGAINST FUTURE COMMISSIONS. NO SUCH OFFSET SHALL BE CONSTRUED AS A WAIVER OF ANY OF DUNHILL MARKETING'S AVAILABLE RIGHTS AND REMEDIES IN CONNECTION WITH SUCH DEFAULT.

(F) THE PRODUCER SHALL IMMEDIATELY REPAY TO DUNHILL MARKETING ALL COMMISSIONS AND OTHER COMPENSATION PAID IN CONNECTION WITH (I) POLICIES FOR WHICH PREMIUMS HAVE BEEN RETURNED, (II) POLICIES THAT HAVE BEEN SUBJECT TO RECAPTURE, (III) POLICIES FOR WHICH DUNHILL MARKETING IS OTHERWISE CHARGED BACK (TO THE EXTENT OF THE CHARGEBACK), AND (IV) POLICIES FOR WHICH THE PRODUCER HAS BEEN OVERPAID (TO THE EXTENT OF THE OVERPAYMENT).

(G) UPON THE OCCURRENCE OF ANY DEFAULT BY PRODUCER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A FAILURE TO REPAY DUNHILL MARKETING THE AMOUNTS DUE UNDER SUBSECTIONS (A) and (B) ABOVE (ANY SUCH DEFAULT BEING REFERRED TO HEREIN AS AN "EVENT OF DEFAULT") AND AFTER THE APPLICABLE CURE PERIOD, IF ANY, IF SUCH EVENT OF DEFAULT REMAINS UNCURED, AT DUNHILL MARKETING'S OPTION, DUNHILL MARKETING MAY DECLARE THE ENTIRE OUTSTANDING AMOUNT OF THE LOAN AND ANY OTHER AMOUNTS, FEES, AND CHARGES DUE UNDER THIS AGREEMENT IMMEDIATELY DUE AND PAYABLE AND DUNHILL MARKETING SHALL HAVE THE RIGHT TO EXERCISE ANY RIGHTS UNDER THIS AGREEMENT, APPLICABLE LAW, AND/OR PRINCIPLES OF EQUITY. THE ORDER AND MANNER OF DUNHILL MARKETING'S EXERCISE OF ITS REMEDIES SHALL BE IN ITS SOLE AND ABSOLUTE DISCRETION. IN ANY ENFORCEMENT ACTION, PRODUCER AGREES THAT DUNHILL MARKETING'S BOOKS AND RECORDS SHOWING THE ACCOUNT BETWEEN DUNHILL MARKETING AND PRODUCER SHALL BE ADMISSIBLE FOR THE PURPOSE OF ESTABLISHING THE ITEMS THEREIN SET FORTH AND SHALL CONSTITUTE PRIMA FACIE PROOF THEREOF.

(H) IMMEDIATELY UPON DUNHILL MARKETING'S DEMAND, PRODUCER SHALL REIMBURSE DUNHILL MARKETING FOR ANY COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, DISCOVERY EXPENSES, INVESTIGATION COSTS, COSTS OF PRESERVING, PROTECTING, OR EVALUATING THE SECURITY, IF ANY, FOR THE LOAN, TRAVEL EXPENSES, AND ALL OTHER OUT–OF–POCKET EXPENSES OF ANY KIND INCURRED IN: (A) COLLECTING ANY SUMS DUE HEREUNDER; AND (B) PURSUING OR DEFENDING ANY LITIGATION BASED ON, ARISING FROM, OR RELATED TO THIS AGREEMENT.

(I) THE INTEREST RATE ON THE LOAN SHALL BE ZERO PERCENT (0%); PROVIDED, HOWEVER, THAT ANY LATE PAYMENT SHALL ACCRUE INTEREST AT A RATE OF FIVE PERCENT (5%) PER ANNUM, ON SUCH PORTION OF THE TOTAL UNPAID PRINCIPAL AMOUNT, FROM THE DATE ADVANCED UNTIL PAID. ALL INTEREST SHALL BE CALCULATED FOR THE ACTUAL NUMBER OF DAYS ELAPSED OVER A YEAR ASSUMED TO CONSIST OF 365 DAYS.

(J) ALL PROVISIONS OF THIS AGREEMENT WHICH CALL FOR THE PAYMENT OF INTEREST ARE INTENDED TO COMPLY WITH ALL APPLICABLE USURY STATUTES AND REGULATIONS. IF THE TERMS OF THIS AGREEMENT WOULD REQUIRE THE PAYMENT OF INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE TERMS OF THIS AGREEMENT SHALL BE DEEMED TO BE MODIFIED TO COMPLY WITH ALL SUCH APPLICABLE LAWS OR REGULATIONS WITHOUT ANY ACTION BY EITHER PARTY. IF DUNHILL MARKETING RECEIVES INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE EXCESS PORTION OF THE INTEREST RECEIVED SHALL BE DEEMED TO BE A PREPAYMENT OF PRINCIPAL WITHOUT PREMIUM AS OF THE DATE RECEIVED.

(K) TO THE FULLEST EXTENT PERMITTED BY LAW, PRODUCER AND ANY ENDORSERS, SURETIES, AND GUARANTORS OF THE LOAN IRREVOCABLY:

(i) WAIVE PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, NOTICE OF NONPAYMENT, PROTEST, NOTICE OF PROTEST, DEMAND, OTHER NOTICES OF EVERY KIND, AND ALL RIGHTS TO PLEAD ANY STATUTE OF LIMITATIONS AS A DEFENSE TO ANY ACTION HEREUNDER;

(ii) CONSENT THAT THE TIME OF PAYMENT OF ANY INSTALLMENT MAY BE EXTENDED FROM TIME TO TIME, AND THAT ANY PERSON LIABLE UNDER THIS AGREEMENT, INCLUDING ANY GUARANTOR, MAY BE RELEASED, ALL WITHOUT NOTICE, AND ALL WITHOUT AFFECTING THE LIABILITY OF ANY PERSON NOT EXPRESSLY RELEASED; AND

(iii) AGREE THAT NO DELAY IN ENFORCING ANY REMEDY UNDER THIS AGREEMENT SHALL BE CONSTRUED TO BE A WAIVER OF THAT OR ANY OTHER REMEDY; AND

(iv) DUNHILL MARKETING'S FAILURE TO EXERCISE ANY OF ITS RIGHTS, REMEDIES, OR POWERS SET FORTH HEREIN OR DUNHILL MARKETING'S ACCEPTANCE OF PARTIAL PAYMENTS OR PERFORMANCE SHALL NOT CONSTITUTE A WAIVER OF ANY EVENT OF DEFAULT, BUT ANY SUCH RIGHT, REMEDY, OR POWER SHALL REMAIN CONTINUALLY IN FORCE. A WAIVER OF ONE EVENT OF DEFAULT SHALL NOT BE CONSTRUED AS CONTINUING OR AS A BAR TO OR WAIVER OF (I) SUCH EVENT OF DEFAULT AT A LATER DATE; (II) ANY OTHER EVENT OF DEFAULT; OR (III) ANY OTHER RIGHT, REMEDY, OR POWER.

(L) IF ANY PAYMENTS OR PROCEEDS RECEIVED BY DUNHILL MARKETING ARE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR PREFERENTIAL, SET ASIDE, OR REQUIRED TO BE REPAID TO A TRUSTEE, TO PRODUCER, DIRECTLY OR AS A DEBTOR–IN–POSSESSION, TO A RECEIVER, OR ANY OTHER PERSON, WHETHER DIRECTLY OR INDIRECTLY, UNDER ANY BANKRUPTCY LAW, STATE OR FEDERAL LAW, COMMON LAW, OR EQUITABLE CAUSE, THEN PRODUCER'S OBLIGATION TO MAKE ALL SUCH PAYMENTS SHALL BE REVIVED AND SHALL CONTINUE IN FULL FORCE AND EFFECT AS IF SUCH PAYMENT OR PROCEEDS HAD NEVER BEEN RECEIVED BY DUNHILL MARKETING.

4. THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST OR ANY OTHER CRIMINAL ACT THE CONVICTION OF WHICH WOULD MAKE IT UNLAWFUL FOR PRODUCER TO PROVIDE THE SERVICES TO BE PROVIDED HEREUNDER; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3)(2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.

5. THE PRODUCER WILL USE HIS/HER/ITS BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH DUNHILL MARKETING WITH DUNHILL MARKETING CARRIERS, WHEN DUNHILL MARKETING HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE.

6. EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, (B) BREACH OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, OR (C) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE MAINTAINED BY THE OTHER PARTY.

7. THE PRODUCER SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE INSURANCE REGULATIONS AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO:

(A) TITLE V OF THE GRAMM-LEACH-BLILEY ACT ("GLB") (15 U.S.C. 6801, ET SEQ.);

(B) THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), INCLUDING ITS IMPLEMENTING PRIVACY REGULATIONS AT 45 C.F.R. PARTS 160 – 164 AND ITS IMPLEMENTING SECURITY REGULATIONS AT 45 C.F.R. PARTS 160, 162, AND 164;

(C) THE USA PATRIOT ACT OF 2001 (PUBL. NO. 107-56), INCLUDING, WITHOUT LIMITATION, THE REQUIREMENT TO DEVELOP AND IMPLEMENT "ANTI-MONEY LAUNDERING" PROGRAMS AND "CUSTOMER IDENTIFICATION PROGRAMS";

(D) APPLICABLE STATE AND FEDERAL "DO NOT CALL" LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE NATIONAL "DO NOT CALL" REGISTRY RULES UNDER THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 ("TCPA") (47 U.S.C. 227, ET SEQ);

(E) THE RESTRICTIONS ON SENDING COMMERCIAL FAXES FOUND IN THE TCPA AND THE REGULATIONS ENACTED UNDER THE TCPA; AND

(F) THE VARIOUS STATE AND FEDERAL RESTRICTIONS ON THE USE OF ELECTRONIC MAIL AND THE CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT OF 2003 (15 U.S.C. § 7708) ("CAN-SPAM ACT").

8. EACH PARTY WILL NOT USE OR DISCLOSE NONPUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.

9. EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH UNDERWRITING, CLAIMS ADMINISTRATION OR OTHER SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER.

10. EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY TO MEET THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.

11. EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN ITS CONTROL, I.E., THE PRODUCER WILL ESTABLISH HIS/HER/ITS OWN INTERNAL SECURITY GUIDELINES.

12. PRODUCER SHALL TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO DUNHILL MARKETING BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, ACCURATE AND COMPLETE, AND (II) ANY SET OF MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO DUNHILL MARKETING IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) IS THE SAME SET OF INFORMATION THAT IS SUBMITTED TO THE INSURANCE CARRIER IN CONNECTION WITH A

PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF AN ANNUITY.

13. PRODUCER AGREES THAT DUNHILL MARKETING WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE DUNHILL MARKETING CARRIERS. BY PERFORMING THIS LIMITED ROLE, DUNHILL MARKETING DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, AND DUNHILL MARKETING MAKES NO REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT OR REGARDING THE ADVISABILITY OF ANY INSURANCE PRODUCT. THE PARTIES AGREE THAT DUNHILL MARKETING SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY DUNHILL MARKETING OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT DUNHILL MARKETING OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.

14. NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION OR FROM ANY LIABILITY OR OBLIGATION OF PRODUCER TO DUNHILL MARKETING, WHETHER OR NOT PURSUANT TO THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF SECTIONS 3, 6, 8, 11, 12 AND 13 OF THIS AGREEMENT FOR ANY REASON SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO DUNHILL MARKETING THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO DUNHILL MARKETING IN CONNECTION WITH SUCH APPLICATION IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR ANY CIRCUMSTANCES OR OCCURRENCES THAT WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO DUNHILL MARKETING. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT AND PRODUCER'S APPOINTMENT AS AN INDEPENDENT CONTRACTOR FOR DUNHILL MARKETING.

16. PRODUCER UNDERSTANDS THAT IN THE EVENT DUNHILL MARKETING HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO DUNHILL MARKETING BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY

INSURANCE COMPANY OR FINANCIAL INSTITUTION, DUNHILL MARKETING WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

17. BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE "CONTACT INFORMATION"), THE PRODUCER HEREBY CONSENTS TO ALLOW DUNHILL MARKETING TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW.

PRODUCER

SIGNED: _____
CORP. TITLE (IF APPLICABLE): _____
DATE: _____

DUNHILL MARKETING & INSURANCE SERVICES, INC.

SIGNED: _____
TONY STEIGERWALD, PRESIDENT
DATE: _____

PRODUCER AGENCY:

SIGNED: _____
CORP. TITLE (IF APPLICABLE): _____
DATE: _____

PRODUCER PRINCIPAL:

SIGNED: _____
CORP. TITLE (IF APPLICABLE): _____
DATE: _____

New York Life
Advanced Markets Network*

BEST PRACTICES

LICENSING & CONTRACTING

Over the years, our most successful strategy has been to join forces with established Producers. This strategy has helped us become one of the largest providers of life insurance in the industry. Naturally, we want to continue this growth and keep our producer contract as valuable as possible.

By concentrating solely on the needs of the top producers in the industry, we can deliver the type of assistance that is most helpful to you. In keeping with this strategy, so we can maintain our high standards of service, we have outlined the following guidelines as 'Best Practices' in order to efficiently process contracting paperwork and execute approvals promptly:

New producers must meet the following requirements:

- $20,000 minimum premium requirement on every case submitted.
- Multi-life cases that have a common affiliation, i.e. corporate sponsored, buy-sell, family employer owned, etc. that consist of three or more lives and $25,000 or more annual premium will be considered as **one case** as criteria for initial contracting. Therefore, additional cases should meet the above requirement.
- License - provide a copy and/or clearly state the license # for states where physical licenses are not issued.
- AML - provide a copy of the certification of completion
- E&O coverage - provide a copy of the declaration page. E&O Coverage MUST have limits of:
  - $1,000,000 per claim and $3,000,000 annual aggregate

    or
  - $2,000,000 per claim and $2,000,000 annual aggregate

  The coverage must be with a carrier that has a minimum AM Best rating of "A" or better. The E&O policy should include coverage for NYL's products and "Vicarious Liability Coverage" to NYL. Vicarious Liability Coverage is requested to protect NYL against claims commenced against NYL arising from the acts or omissions of the producer/BD/BGA.
- Complete the contracting forms in their entirety, making sure to include contact information and sign and date where indicated to ensure a fast turnaround time.

For distribution to Producers and Agents only--Not for distribution to the public

RISK STATES

It is imperative to be aware that certain states follow alternative guidelines which not only impact the situs of an application, but also the appropriate licensing of the producer. The following states require ALL agents (original writing as well as sharing agents) to be licensed and appointed in the state if the risk (insured or annuitant resides in that state) is in the state regardless of where solicitation, signatures, delivery and first premium is being paid:

Alabama
Alaska
Arkansas
Colorado
Connecticut
Delaware
Florida
Idaho
Illinois
Iowa
Kansas
Maine
Massachusetts
Mississippi
New Mexico
South Dakota
Texas
West Virginia

New York Life Advanced Markets Network is a division of New York

New York Life Advanced Markets Network
11400 Tomahawk Creek Parkway, Suite 200
Leawood, KS 66211
Phone: (888) 695-4748

☐ **Individual Contract**
or
☐ **Representative Addendum to Corporate Background Resume**

Name:	Firm Name:
Social Security Number:	Business Phone: / Fax:
Date of Birth: / Home Phone:	Legal Office Address:
Email Address:	
Home Address:	Contract Type: Executive Benefits (COLI/BOLI) ☐ Retail ☐
	Proposed Insured Name:
	First Year Premium:

How much professional liability (errors & omissions) insurance do you maintain? *Please provide declaration page.*

$1M/$3M ☐ $2M/$2M ☐ Other* ☐_____

*If "other" is selected amounts must be greater than those listed above. NYL requires at least $1M/$3M or $2M/$2M of coverage.

* Formal application signed & dated? Yes ☐ No ☐

If yes, issue state? _____

If yes, primary insured's resident state? _____

If yes, application date? _____

* Subject to applicable state and NYL appointment guidelines

Are you seeking a variable appointment? Yes ☐ No ☐

Broker Dealer Name:

Insurance carriers with which you do business: 1) _____ 2) _____ 3) _____ 4) _____

Provide a brief explanation for any item below answered in the affirmative including dates, current status and/or disposition.

Have you, your firm, or any member thereof, including any officer, director, partner or principal:

1. ever been appointed, had a relationship, or otherwise been associated, with New York Life? Yes ☐ No ☐
2. had an insurance or securities license suspended or revoked, or ever been refused any such license? Yes ☐ No ☐
3. ever been censured or fined by a securities or insurance regulator? Yes ☐ No ☐
4. ever been convicted of any felony or a misdemeanor related to breach of trust? Yes ☐ No ☐
5. ever declared bankruptcy or had judgment(s) filed against you? Yes ☐ No ☐
6. had a complaint filed against you with/by an insurance department or other regulatory body? Yes ☐ No ☐
7. been the subject of any investigation, litigation, arbitration, lawsuit, judgment or lien? Yes ☐ No ☐

Rep of Corp only:
I understand all rights and titles regarding compensation are automatically assigned to the corporation for which I am a representative.

Authorization Sign _____

I certify that all provided information is true and complete to the best of my knowledge. I understand that any false or misleading or incomplete statements made in this Questionnaire may be cause for disqualification of my request for or termination of contract, if such contract is approved.

I hereby authorize and request any person (including but not limited to any present or former employer, school, police department, financial institution or other persons having personal knowledge about me) to furnish the bearer of this Authorization with any and all information in their possession regarding me in connection with an application for a broker's contract, and at any other time in the future in connection with such contract. I agree that a photocopy or facsimile transmission of this Authorization can be accepted with the same authority as the original. Also, I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand that this Authorization is part of the written application for a contract that I sign.

Additionally, I have been given a separate document, entitled: "Important Notice to Applicants," that notifies me that an investigative consumer report will be requested and used for the purpose of evaluating me for entry into a contract.

Print Name of Authorized Signator: _____

Title: _____

Authorized Signature: _____

Date: _____

Social Security Number *(for identification purposes only)*: _____

Other names under which Signator has been known: _____

If any completed information is changed, the change must be initialed by the Broker/Producer/Prospect signing the form, or a written explanation must be provided by the Producer/BGA.

New York Life Advanced Markets Network
11400 Tomahawk Creek Parkway, Suite 200
Leawood, KS 66211
Phone: (888) 695-4748
FAX: COLI/BOLI (913) 906-4129 / Retail (913) 906-4077

Corporation Confidential Background Resume

Firm Name:	Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC ☐
Tax ID Number:	Legal Office Address: _____ _____
Phone: / Fax:	
How much professional liability (errors & omissions) insurance do you maintain? Please provide declaration page. *$1M/$3M* ☐ $2M/$2M ☐ Other* ☐_____ *If "other" is selected amounts must be greater than those listed above. NYL requires at least $1M/$3M or $2M/$2M of coverage.	Contract Type: Executive Benefits (COLI/BOLI) ☐ Retail ☐ Insurance carriers with which you do business (most frequent first): 1)_____ 2) _____ 3)_____ 4) _____

Provide a brief explanation for any item below answered in the affirmative including dates, current status and/or disposition.

Have you, your firm, or any member thereof, including any officer, director, partner or principal:

1.	ever been appointed, had a relationship, or otherwise been associated, with New York Life?	Yes ☐	No ☐
2.	had an insurance or securities license suspended or revoked, or ever been refused any such license?	Yes ☐	No ☐
3.	ever been censured or fined by a securities or insurance regulator?	Yes ☐	No ☐
4.	ever been convicted of any felony or a misdemeanor related to breach of trust?	Yes ☐	No ☐
5.	ever declared bankruptcy or had judgment(s) filed against you?	Yes ☐	No ☐
6.	had a complaint filed against you with/by an insurance department or other regulatory body?	Yes ☐	No ☐
7.	been the subject of any investigation, litigation, arbitration, lawsuit, judgment or lien?	Yes ☐	No ☐

Authorization

I certify that all provided information is true and complete to the best of my knowledge. I understand that any false or misleading or incomplete statements made in this Questionnaire may be cause for disqualification of my request for or termination of contract, if such contract is approved.

I hereby authorize and request any person (including but not limited to any present or former employer, school, police department, financial institution or other persons having personal knowledge about me) to furnish the bearer of this Authorization with any and all information in their possession regarding me in connection with an application for a broker's contract, and at any other time in the future in connection with such contract. I agree that a photocopy or facsimile transmission of this Authorization can be accepted with the same authority as the original. Also, I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand that this Authorization is part of the written application for a contract that I sign.

Additionally, I have been given a separate document, entitled: "Important Notice to Applicants," that notifies me that an investigative report will be requested and used for the purpose of evaluating me for entry into a contract.

Print Name of Authorized Signator: _____

Title: _____

Authorized Signature: _____

Licensed Agent: _____

Date: _____

Social Security Number *(for identification purposes only):* _____

Other names under which signator has been known: _____

If any completed information is changed, the change must be initialed by the Broker/Producer/Prospect signing the form, or a written explanation must be provided by the Producer/BGA.

New York Life Insurance Company
New York Life Insurance and Annuity Corporation
(A Delaware Corporation)
51 Madison Avenue, New York, NY 10010
NYLIFE Insurance Company of Arizona
(An Arizona Corporation)
4343 N. Scottsdale Road, Suite 220, Scottsdale, AZ 85251

PRODUCER CONTRACT (Form B-09)

(Please Print)

Producer: _____

Address: _____

_____

Effective Date: _____
(To be determined by New York Life)

New York Life Insurance Company (NYLIC), New York Life Insurance and Annuity Corporation (NYLIAC), and NYLIFE Insurance Company of Arizona (NYLAZ), collectively referred to as "New York Life," authorize the Producer, named above, to receive and submit to New York Life, in jurisdictions where New York Life and the Producer are duly licensed, applications for life insurance and annuity contracts issued by New York Life at the time and place such applications are obtained. The Producer's authority under this Contract to receive and submit applications shall be limited to those life insurance or annuity contracts for which the Producer is authorized, in writing, by the Advanced Markets Network of New York Life. The authority granted by New York Life is accepted by the Producer with the following limitations, terms, provisions and conditions:

1. The Producer shall have no authority to solicit applications or conduct business in any jurisdiction unless duly licensed under the laws of such jurisdiction to do so. The Producer shall have no exclusive right to solicit applications in any territory.

2. The Producer shall have no authority for or on behalf of New York Life to accept risks of any kind, to make, modify or discharge any contract, to extend the time for paying any premium, to bind New York Life by any statement, promise or representation, to waive forfeitures or any of New York Life's rights or requirements, or to place New York Life under any legal obligation by any act which is not within the authority granted by New York Life in this Contract or otherwise in writing.

3. The Producer is authorized to collect first and single premiums on behalf of New York Life only as follows:

(a) an amount not exceeding the full first premium or any unpaid balance of premiums due New York Life as of the delivery date; or

(b) with prior approval, an amount equal to the unpaid balance or the full first premium, by using the proper amendment to application provided by New York Life in the interval between the dates of the application and delivery; or

(c) other premiums in such amounts and at such times as explicitly authorized by New York Life.

Except as authorized above, the Producer shall have no authority to receive or collect for New York Life any premiums or other monies due or to become due to New York Life .

4. All monies received by the Producer for or on behalf of New York Life shall be received by the Producer in a fiduciary capacity, and shall not be used for any personal or other purpose whatsoever but shall be immediately paid over to New York Life. When requested by New York Life to do so, the Producer shall advise the person in charge of the Advanced Markets Network of New York Life in writing, with respect to the circumstances under which the Producer delivered any policy and, with respect to any policy given to the Producer for delivery on which New York Life has not received any premium, whether the policy has been delivered or remains in the Producer's possession and whether the Producer has collected any premium on the policy.

5. Neither the term 'Producer' (used in this Contract solely for convenience in designating one of the parties) nor anything contained in this Contract or in any of the rules or regulations of New York Life shall be construed as creating the relationship of employer and employee between New York Life and the Producer. Subject to the provisions of this Contract and within the scope of the authority granted by this Contract, the Producer, as an independent contractor, shall be free to exercise the Producer's own discretion and judgment with respect to the persons from whom the Producer will solicit applications, and with respect to the time, place, method and manner of solicitation and of performance under this Contract. But the Producer agrees that the Producer will not engage in conduct which will adversely affect the good standing or reputation of New York Life. Furthermore, the Producer:

(a) Shall be treated as an independent contractor for all purposes, including but not limited to federal and state taxation, withholding, unemployment insurance and workers' compensation;

(b) Shall be paid a commission based on his/her sales activity, without deduction for taxes, which commission shall be directly related to sales or other output;

(c) Shall not receive any remuneration related to the number of hours worked;

(d) Shall be permitted to work any hours that the Producer chooses;

(e) Shall be permitted to work out of the Producer's office or home; and

(f) May be provided with office facilities, clerical support, and certain supplies, but Producer shall otherwise bear Producer's own expenses, including but not limited to automobile, travel and entertainment expenses.

New York Life shall comply with the provisions of this Section 5 and any regulations pertaining thereto, but such compliance shall not affect Producer's status as an independent contractor nor should it be construed as an indication that Producer is an employee of New York Life.

6. The Producer hereby: (a) acknowledges receipt of the Producer Handbook (the Handbook) and agrees to observe and abide by the limitations of authority and the rules specified in or issued as supplements to the Handbook; (b) agrees that the Producer's rights to receive commissions as provided in this Contract shall be further subject to the rules relating to commissions as contained in the Handbook or other published New York Life rules; and (c) agrees that, under the circumstances stated in the Handbook, the Producer shall be liable for payment of the fees, charges and payments specified in the Handbook. The agreements contained in this Section 6 shall extend to any changes or additions to said limitations and rules, whether published in a new Handbook or otherwise given to the Producer by written notice or electronic publication, including, but not limited to, electronic mail; but no rule hereafter adopted shall be construed so as to restrict the Producer's right to direct and control the Producer's work in the performance of this Contract.

7. To the fullest extent allowed by law, the Producer agrees to reimburse New York Life for all attorney's fees, costs, expenses, losses, damages and liability of every kind which New York Life may at any time incur or pay on account of:

(a) Any claim arising from or related to any misconduct, error, act or omission, or other unauthorized act by the Producer or any of the Producer's employees.

(b) Any breach by the Producer of any terms or provisions of this Producer's Contract or any of New York Life's procedures, rules or guidelines.

(c) Any assignment, garnishment, attachment or other legal process or order of any kind arising from or related to this Producer's Contract or any other producer's contract.

(d) The Producer's failure, upon termination of this Producer Contract pursuant to Sections 10 or 11 hereof, to immediately turn over to New York Life all client files, whether in paper, electronic, or any other format.

8. New York Life is hereby given a paramount and prior lien upon all compensation payable under or as a result of this or any previous producer's contract and under any and all agreements amendatory or supplementary to this Producer Contract as security for the payment of any claim or indebtedness or reimbursement whatsoever due or to become due to New York Life from the Producer without limitation of New York Life's other legal or equitable remedies as regards such indebtedness or reimbursement, including, but not limited to, the right to charge interest and to recover the cost of any collection and attorney's fees. Any sums becoming due to the Producer at any time may be applied, directly, by New York Life to the liquidation of any indebtedness or obligation of the Producer to New York Life with applicable interest. The failure to so apply any sum shall not be deemed a waiver of New York Life's lien on any other sums becoming due nor impair its rights to so apply such sums.

9. At the Producer's expense, the Producer agrees to maintain in force, during the entire time that this Contract is in effect, errors and omissions (E&O) insurance coverage from an "A"-rated insurance carrier covering the Producer's duties under this Contract and providing vicarious liability coverage to New York Life, with E&O policy limits in amounts acceptable to New York Life. Producer shall provide evidence of such coverage when requested by New York Life. The E&O insurance coverage must include at least a five-year extended reporting period if: i) this Producer Contract is terminated for any reason; or ii) the Producer's E&O coverage is terminated or cancelled and not replaced with comparable coverage that includes prior acts. New York Life reserves the right to change the amount of required coverage at any time by giving written notice to the Producer. Failure to comply with this provision will constitute grounds for the immediate termination of this Producer Contract.

10. Either the Producer or New York Life may, with or without cause, terminate this Contract upon written notice, said termination to become effective thirty (30) days after the day on which such notice is dated.

11. In addition to the right of New York Life to terminate this Contract as provided in Section 10 above, New York Life shall have the right, at its option, to terminate this Contract immediately upon giving written notice of such termination to the Producer, for any one or more of the following causes:

(a) the collection or receipt by the Producer of any monies for or on behalf of, or due or to become due to New York Life except as authorized in Section 3 above;

(b) any unauthorized appropriation to the Producer's own use and purpose of any money or other property received by the Producer for or on behalf of New York Life or received by the Producer for the benefit of a person other than the Producer;

(c) the submission to New York Life by the Producer of any document on which any required signature is not a genuine or duly authorized signature;

(d) any withholding by the Producer of any policy or document after such policy or document shall have been demanded by New York Life;

(e) any act of the Producer by which the Producer, directly or indirectly, sells or offers to sell to any person or persons, policies issued by New York Life at any deviation from the published rates of New York Life as furnished to the Producer by New York Life from time to time;

(f) A violation of anti-rebating or anti-discrimination rules;

(g) A violation by the Producer of any federal or state law, rule or regulation or the rules or regulations of any other regulatory or self-regulatory authority;

(h) A violation by the Producer of any of New York Life's policies, procedures, rules or guidelines.

(i) Revocation or suspension by any state or jurisdiction or regulatory authority of any professional license, including a license to act as an insurance producer, registered representative or investment advisor representative.

The above-listed grounds for termination are for illustrative purposes only and shall not serve to limit the grounds upon which a "for cause" termination may be based.

12. Any failure of New York Life in any instance to terminate this Producer Contract when cause for such termination exists, or to insist upon compliance with any of the limitations, terms, provisions and conditions of this Producer Contract, shall not be construed as a waiver of any of New York Life's rights or of any such limitations, terms, provisions and conditions, or of the right of New York Life to thereafter enforce its rights or insist upon such compliance.

13. Except for the right to receive commissions, the rights, interests and claims of the Producer against New York Life arising under or growing out of this Producer Contract are not assignable, and no assignee shall acquire any rights thereto, without the prior written consent of New York Life. The right to receive commissions under this Producer's Contract may

be assigned without the prior written consent of New York Life, but New York Life must receive reasonable proof of such assignment before it commences payment to an assignee. In no event shall New York Life be obligated to make a payment to an assignee that is prohibited by applicable law. The rights of an assignee under any assignment to which consent has been or may be given or to an assignment of the right to receive commissions, shall be subject to the paramount and prior lien given to New York Life by Section 8 above.

14. Compensation - New York Life shall pay to the Producer, subject to all the limitations, terms, provisions and conditions of this Contract:

(a) commissions on premiums received by New York Life under policies effected upon applications obtained by the Producer while this Contract is in force, such commissions being at the applicable rates and for the policy years, or portions thereof, and under the rules and conditions as specified in New York Life's Producer Compensation Schedule in force at the time the applications are obtained unless specified otherwise, in writing, by New York Life;

A copy of such Schedule will be available for the Producer's inspection at any reasonable time at New York Life Advanced Markets Network's Headquarters. New York Life reserves the right to change such Schedule, in whole or in part, at any time by giving written notice to the Producer and the new rates, policy years, rules and conditions will apply as set forth in the Schedule.

On all types and plans of life insurance and annuity contracts which New York Life may issue and which are not included in the Schedule, or although included in such Schedule are issued under special underwriting terms and conditions, the commissions shall be such as shall be designated in writing by an Executive Officer of New York Life.

(b) an expense allowance and other compensation, as specified in New York Life's Producer Compensation Schedule, for the policy years, or portions thereof, subject to the rules and conditions contained in such Schedule.

(c) No payment of any kind received under this Contract may be used by the Producer to effect compensation in excess of the limits of Section 4228 of the Insurance Law of the State of New York.

15. Should New York Life, in its sole discretion, deem it appropriate at any time to reject, rescind, or cancel a policy and refund any premium on which the Producer received any payment, or if any reduction in premium occurs, or if any overpayment in compensation occurs, such payment shall be charged back to the Producer and shall constitute an indebtedness of the Producer to New York Life and may be debited against your Producer's ledger.

16. Any compensation payable under this Contract after the Producer's death shall be credited to the Producer's account, as it becomes due, and be payable to the Producer's executors, administrators or assigns after the deduction therefrom of any indebtedness or obligation of the Producer to New York Life.

17. Except as provided in the Handbook, the termination of this Contract, whether by death or otherwise, shall in no way affect the right of the Producer to receive, on policies effected pursuant to applications procured by the Producer while this Contract is in force, any commissions which the Producer would have been entitled to receive hereunder if this Contract had not been terminated.

18. Nothing in this Contract, or any amendment or supplement to this Contract, nor in any of the printed literature or forms of New York Life shall impair New York Life's right to the full and free exercise of its judgment in acting upon any applications of a life insurance or annuity contract; and the Producer shall have no right to any compensation for submitting any application upon which no life insurance or annuity contract is effected with New York Life.

19. Producer shall be wholly responsible for the acts of his/her employees. Producer agrees to hold New York Life harmless and indemnify New York Life from any claim arising out of any acts or omissions of Producer's employees, including but not limited to any unauthorized expense incurred by Producer's employees.

20. Confidentiality -

(a) In the course of the Producer's performing his/her duties under this Contract, New York Life may disclose to the Producer, the Producer may have or be given access to, or the Producer may develop, certain confidential information, proprietary information and/or trade secrets of New York Life (hereinafter collectively, "Confidential Information"). Unless otherwise excluded in this provision, Confidential Information shall mean any and all information provided by New York Life to the Producer or to which the Producer has or is given access, in whatever form, verbal or otherwise, including, but not limited to, customer and prospective customer information and data (including, but not limited to client lists and files), equipment, material, records, supplies, manuals, business plans, marketing plans, financial records and analyses, rate books, marketing-sales-pricing data, forms, lists, files, data, designs, reports, research, technical specifications, agreements, proprietary information, trade secrets and intellectual property whether or not identified as "Confidential Information," in whatever media, electronic or otherwise, and any other materials identified in writing as "Confidential Information."

New York Life may disclose to Producer or Producer may have access to Protected Health Information ("PHI"). PHI shall be considered Confidential Information. PHI, defined in 45 C.F.R §164.501 (as may be amended from time to time), is information that is received from, or created and received on behalf of, New York Life and is information about an individual which relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. PHI also either identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI pertains to both living and deceased individuals.

(b) The term "Confidential Information" shall not apply to information that:

(i) has been legally in the Producer's possession prior to its disclosure to the Producer by New York Life and is not subject to any non-disclosure obligations;

(ii) has become part of the public domain through no fault of the Producer;

(iii) has been developed subsequent to, and independent of, disclosure to the Producer by New York Life; or

(iv) has been released in writing by New York Life for public disclosure, or is otherwise deemed by New York Life, in writing, to no longer be confidential.

(c) The Producer will not, without the prior written consent of New York Life, remove from New York Life's premises, copy or disclose Confidential Information to any third party, or otherwise jeopardize the confidential nature of the Confidential Information, and the Producer will not use New York Life's Confidential Information other than for the purposes of performing the duties specified in this contract. The Producer will hold all Confidential Information in strictest confidence, and such Confidential Information will not be copied, reproduced or altered either in whole or in part by any method whatsoever, unless agreed upon in advance and in writing by an executive officer of New York Life.

Upon the voluntary or involuntary termination of this Contract for any reason, the Producer agrees to immediately surrender to New York Life or its designee the original and any copies, notes, recordings, transcriptions or any other reproductions of Confidential Information, in any form whatsoever, regardless of whether or not the Producer has retained it in his/her personal possession. The Producer's obligations hereunder regarding Confidential Information shall survive the return of such Confidential Information or the voluntary or involuntary termination of this Contract. Both during the term of this Contract and after its termination, the Producer also agrees not to divulge Confidential Information to, share such information with, or permit access to it by, any individual or organization not then currently engaged or employed by New York Life.

(d) Producer shall establish administrative, physical and technical safeguards to ensure the security and confidentiality of all Confidential Information that the Producer collects, uses, discloses or maintains on behalf of New York Life and to protect against unauthorized access to or disclosure of Confidential Information. Producer shall abide by New York Life's policies and procedures for the proper safeguarding of Confidential Information maintained on any computers or portable devices.

(e) Producer shall report to New York Life within three days any unauthorized use or disclosure, actual or suspected, of Confidential Information. The Producer shall comply with applicable laws, rules, and regulations related to the Confidential Information. New York Life shall have the right to perform audits of the Producer's performance and procedures under this Contract.

(f) Producer shall require that its employees or representatives who have access to Confidential Information agree to the same restrictions and conditions that apply to the Producer with respect to such Confidential Information.

(g) Producer agrees that, regarding data of New York Life Clients who are residents of the Commonwealth of Massachusetts, it will maintain a comprehensive information security program that complies with Section 201 CMR 17.00 of the Code Of Massachusetts Regulations for the protection of personal information, when such regulation becomes effective, including, but not limited to, any certification requirements therein.

(h) With respect to the use and disclosure of PHI, Producer, in its capacity as a Business Associate as defined by 45 C.F.R. 160.103 agrees to abide by the following additional requirements:

(i) Business Associate's use of PHI shall be limited to only those purposes that are necessary to perform the services provided in this Agreement. Business Associate agrees to not use or further disclose PHI other than as authorized by this Agreement or as required by law.

(ii) Business Associate may not use or disclose PHI in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if so used or disclosed by New York Life.

(iii) Business Associate shall require that its agents, representatives and subcontractors, to whom it provides PHI under this Agreement, agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(iv) Within fifteen business days of a request, Business Associate agrees to comply with a request to accommodate an individual's access to his/her PHI. In the event an individual contacts Business Associate directly about access to PHI, Business Associate shall notify New York Life of such request within three business days of such contact.

(v) Within fifteen business days of a request, Business Associate agrees to comply with a valid request to make amendments to PHI. Business Associate shall promptly incorporate any such amendments into the PHI. In the event an individual contacts Business Associate directly about making amendments to PHI, Business Associate shall notify New York Life of such request within three business days of such contact.

(vi) Business Associate shall keep a record of disclosures of PHI and agree to make information regarding disclosures of PHI available to New York Life within fifteen days of a request by New York Life. Business Associate shall provide, at a minimum, the following information: (1) the date of disclosure; (2) the name of the entity or person who received the PHI, and the address of such entity or person, if known; (3) a brief description of the PHI disclosed; (4) a brief statement regarding the purpose and explanation of the basis of such disclosure and (5) the names of all individuals whose PHI was disclosed.

(vii) Business Associate agrees to comply with any other restrictions on the use or disclosure of PHI that New York Life may from time to time request.

(viii) Business Associate shall make its internal practices, books and records relating to uses and disclosures of PHI available to the appropriate parties of New York Life, or to the Secretary of the U.S. Department of Health and Human Services or its designee, for purposes of determining New York Life's and Business Associate's compliance with 45 C.F.R. Parts 160 and 164.

21. Written notice to the Producer under this Contract or any amendment or supplement to this Contract may be given by mail or by publication in any official publication or bulletin of New York Life or by any other means, except that a notice under Section 10 or Section 11 above shall not be given by means of such publication. If the written notice to the Producer is given by mail, it shall be deemed to have been given when duly addressed and

mailed to the last known post office address of the Producer, postage prepaid. If such notice is given by publication, it shall be deemed to have been given whenever published as above.

22. The provisions of this Contract shall be considered severable and independent of each other and in the event that any provision of this Contract is found to be invalid or unenforceable, the remaining provisions of this Contract shall remain in full force and effect.

23. Arbitration

(a) New York Life and Producer (collectively, the "Parties") agree that any dispute, claim or controversy arising between the Parties, including those alleging employment discrimination (including sexual harassment and age and race discrimination) in violation of a statute (hereinafter "the Claim"), as well as any dispute as to whether such Claim is arbitrable, shall be resolved by an arbitration proceeding administered by FINRA in accordance with its arbitration rules.

(b) In the event that FINRA refuses to arbitrate the Claim, the Parties agree that the Claim, as well as any dispute as to whether such Claim is arbitrable, shall be resolved by an arbitration proceeding administered by the American Arbitration Association ("AAA") in accordance with its National Rules for the Resolution of Employment Disputes ("NRRED") and the following provisions.

(i) The arbitration shall be conducted at a location designated by AAA.

(ii) If the amount of the claim is $50,000 or less, exclusive of extracontractual, extracompensatory, punitive and exemplary damages, the dispute shall be heard by one arbitrator appointed in accordance with the NRRED.

(iii) If the amount of the claim exceeds $50,000, exclusive of extracontractual, extracompensatory, punitive and exemplary damages, a three-person arbitration panel shall hear the arbitration with one arbitrator being selected by each party and the third, who shall act as chairperson, appointed in accordance with the NRRED. After the panel of three arbitrators has been selected for the case, the Parties may agree to have one of the arbitrators serve as the single arbitrator who will hear the case.

(iv) Within thirty (30) days, the arbitrator(s) shall issue a written decision explaining the basis for their decision and/or award.

(v) Judgment upon the written award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

(vi) Exclusive of Claims alleging employment discrimination (including sexual harassment and age and race discrimination) in violation of a statute, the costs and expenses of the arbitrators for any arbitration shall be split evenly between the Parties.

(vii) Notwithstanding the other provisions of this Section 23, New York Life shall be entitled to seek judicial relief of an equitable nature from any court of competent jurisdiction where necessary to prevent violations of Section 20 hereof. Such relief shall include, but not be limited to, temporary restraining orders, and temporary or preliminary injunctions.

24. In the event that both FINRA and AAA decline to arbitrate any dispute hereunder in accordance with Section 23 hereof, each of the parties to this Producer's Contract consents to the jurisdiction and venue of the state and federal courts within the state of New York for any action arising out of this Producer's Contract, except such action as may be necessary by New York Life to protect, preserve and/or realize its interest in the Producer's assets located in another jurisdiction, and except as provided in Section 23(b)(vii)

25. To the fullest extent allowed by law, this Contract shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflict of law rules.

26. If New York Life is successful in any proceeding or suit against Producer to enforce Section 20 hereof, or brought to establish damages sustained by New York Life as a result of your violation of any provision of Section 20 hereof, Producer agrees to reimburse New York Life for legal fees and other expenses, except for those described in Section 23(b)(vi), incurred by or on behalf of New York Life relating to or in connection with the enforcement of Section 20 hereof.

27. This Contract shall take effect as of the effective date stated on Page 1 hereof, if duly signed by the Producer and countersigned on behalf of New York Life.

28. Producer shall be wholly responsible for the acts of his/her employees. Producer agrees to hold New York Life harmless and indemnify New York Life from any claim arising out of any acts or omissions of Producer's employees, including but not limited to any unauthorized expense incurred by Producer's employees.

29. The first Contract Year under this Contract will commence on the effective date in the calendar month stated on Page 1 of this Contract and will end in the next succeeding year on the last day of the calendar month prior to the month specified in said effective date. Each subsequent Contract Year shall be a period of twelve (12) consecutive calendar months.

30. Except as otherwise provided herein, this Contract may be modified only by a writing signed by a duly authorized officer of New York Life.

31. This Contract constitutes the entire agreement between the parties and supercedes any and all prior or contemporaneous agreements, understandings, negotiations, or representations between the parties in connection with the subject matter of this Contract.

32. The failure of New York Life to enforce or require performance of any provision of this Producer's Contract shall not constitute a waiver of the right to enforce such provision at a later time.

33. The headings in this Producer's Contract are for reference purposes only. These headings shall not be deemed part of this Producer's Contract or to affect its meaning or interpretation.

34. The following Sections shall survive termination of the Contract by either party for any reason: 7, 8, 9, 12, 15, 19, 20, 22, 25 and 31and any other sections that by their nature should survive termination.

IN WITNESS WHEREOF, the parties to this contract have subscribed their names hereto and to a duplicate hereof.

_____
Producer

NEW YORK LIFE INSURANCE COMPANY,
NEW YORK LIFE INSURANCE AND ANNUITY
CORPORATION, and NYLIFE INSURANCE
COMPANY OF ARIZONA

by:_____
Robert J. Hebron
Senior Vice President

Countersigned for New York Life Insurance Company,
New York Life Insurance and Annuity Corporation and
NYLIFE Insurance Company of Arizona

On_____20____

by:_____

Title:_____

IMPORTANT NOTICE TO APPLICANTS
REGARDING INVESTIGATIVE CONSUMER REPORTS

This is to inform you that a consumer report or an investigative consumer report covering up to a 10 year period prior to the date such report is requested will be obtained from Business Information Group (BIG), a consumer reporting agency, for the purpose of evaluating you for entry into an agent's/broker's contract, and at any other time in the future in connection with such contract.

This report may contain information bearing on your prior employment, military record, education, credit worthiness, credit standing, credit capacity, character, general reputation, criminal background, personal characteristics or mode of living from public record sources, or through personal interviews with your neighbors, friends, or associates. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.

A summary of your rights under the federal Fair Credit Reporting Act, prepared by the Federal Trade Commission accompanies this notification statement.

The Company You Keep®

AUTHORIZATION
FOR INVESTIGATIVE CONSUMER REPORT

To Whom It May Concern:

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me to furnish the bearer of this Authorization with any and all information in their possession regarding me in connection with an application for an agent's/broker's contract, and/or my ongoing status as an agent/broker for New York Life I agree that a photocopy or facsimile transmission of this Authorization can be accepted with the same authority as the original. Also, I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand that this Authorization is part of the agent's/broker's contract application which I sign.

Additionally, I have been given separate documents, entitled: "**Important Notice To Applicants**" and **"A Summary of Your Rights Under the Fair Credit Reporting Act"**, that notifies me that an investigative consumer report will be requested and used for the purpose of evaluating me for entry into an agent's/broker's contract.

Print Name: _____

Signature: _____

Date: _____

Date of Birth: _____
(For Identification Purposes Only)

Social Security Number (for identification purposes only): _____ - _____ - _____

Other names under which you have been known: _____

* I R A U T H 0 1 *

Revised 01/09

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
    - a person has taken adverse action against you because of information in your credit report;
    - you are the victim of identify theft and place a fraud alert in your file; your file contains inaccurate information as a result of fraud;
    - you are on public assistance;
    - you are unemployed but expect to apply for employment within 60 days.

  In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in Institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

CALIFORNIA APPLICANTS ONLY

New York Life will send you a free copy of the investigative consumer report obtained by us from Business Information Group (BIG), a credit reporting agency, in connection with your application for employment, an agent's contract, or a broker's contract. To receive this copy, please print your name and mailing address below and then return this to the person who provided you with this form.

Print Name: _____

Address: _____

_____

Revised 11/10

MINNESOTA APPLICANTS ONLY

You are entitled to a free copy of the investigative consumer report obtained by New York Life in connection with your application for employment, agent's contract, or broker's contract. If you want a copy please check the "Yes" box, print your name, sign, date, and enter your mailing address below. Then return this to the person who provided you with this form.

[ ] **YES**, I want a copy of the investigative consumer report.

[ ] **NO**, I *do not* want a copy of the investigative consumer report.

Print Name: _____

Signature: _____

Date: _____

Address: _____

_____

Revised 10/07

NOTICE
New Jersey Consumers Have the Right to Obtain a Security Freeze

You may obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a "security freeze" on your credit report pursuant to New Jersey law.

The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the release of your credit report for a specific party, parties or period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

(i) The unique personal identification number or password provided by the consumer reporting agency;
(ii) Proper identification to verify your identity; and

(iii) The proper information regarding the third party or parties who are to receive the credit report or the period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to lift temporarily a freeze on a credit report shall comply with the request no later than three business days or less, as provided by
regulation, after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities. If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, a few days before actually applying for new credit.

You have a right to bring a civil action against someone who violates your rights under the credit reporting laws. The action can be brought against a consumer reporting agency or a user of your credit report.

STATE OF OREGON APPLICANTS ONLY

Dear Applicant:

At New York Life, an important part of what we do for our customers and prospective customers is taking steps during the recruitment and hiring process to gather information that helps us to make good decisions about who to hire.

We believe that responsible recruiting and screening of applicants for positions as agents, brokers, or managers requires us to take significant steps to reduce financial risks to our customers and potential customers that might arise from a less careful selection process. One way to accomplish these goals is to understand how well our prospective agents, brokers, and managers are managing their personal finances and whether anything in their history or current credit situation would give us pause in entrusting to them the trust our customers and prospective customers place in us.

We believe that a person's credit history and current credit worthiness, credit standing and credit capacity is substantially related to the duties and responsibilities we expect of our agents, brokers, or managers. For example, New York Life agents and brokers handle cash, New York Life field managers supervise agents, and field managers may accompany agents on sales calls where cash is collected. In addition, agents, brokers, and managers have broad access to customers' and prospective customers' financial and personal information. Finally, agents, and the managers who train and supervise them, and brokers, need to lead by example and be credible sources of financial advice.

For all of these reasons, part of the recruiting process at New York Life involves obtaining a credit report on each applicant for an agent's or broker's contract or management position. While the historical and current information in your credit history or report is certainly something we consider in our search for the best possible candidates for these positions, we understand that there can be explanations for adverse information. An adverse credit history or report does not preclude you from obtaining an agent's contract or a management position with New York Life.

Thank you for your cooperation.

STATE OF WASHINGTON APPLICANTS ONLY

Dear Applicant:

At New York Life, an important part of what we do for our customers and prospective customers is taking steps during the recruitment and hiring process to gather information that helps us to make good decisions about who to hire.

We believe that responsible recruiting and screening of applicants for positions as agents, brokers, or managers requires us to take significant steps to reduce financial risks to our customers and potential customers that might arise from a less careful selection process. One way to accomplish these goals is to understand how well our prospective agents, brokers, and managers are managing their personal finances and whether anything in their history or current credit situation would give us pause in entrusting to them the trust our customers and prospective customers place in us.

We believe that a person's credit history and current credit worthiness, credit standing and credit capacity is substantially related to the duties and responsibilities we expect of our agents, brokers, and managers. For example, New York Life agents and brokers handle cash, New York Life field managers supervise agents, and field managers may accompany agents on sales calls where cash is collected. In addition, agents, brokers, and managers have broad access to customers' and prospective customers' financial and personal information. Finally, agents, the managers who train and supervise them, and brokers, need to lead by example and be credible sources of financial advice.

For all of these reasons, part of the recruiting process at New York Life involves obtaining a credit report on each applicant for an agent's or broker's contract or management position. While the historical and current information in your credit history or report is certainly something we consider in our search for the best possible candidates for these positions, we understand that there can be explanations for adverse information. An adverse credit history or report does not preclude you from obtaining an agent's contract or a management position with New York Life.

Thank you for your cooperation.

STATE OF WASHINGTON APPLICANTS ONLY

In addition to your rights under Federal law, which accompany this memorandum, under Washington law you have certain rights, which are summarized as follows:

Upon providing the consumer reporting agency with reasonable notice, you may, during normal business hours:

1. Visually inspect your file if you appear in person and furnish proper identification. You shall be permitted to be accompanied for this purpose by one other person of your choosing.

2. You may obtain a copy of your file for a fee not to exceed the actual costs of duplication.

3. With proper identification, you may obtain a copy by certified mail if you make a written request for copies to be sent to a specified addressee.

4. With proper identification, you may obtain a summary of all information contained in your file by telephone, if you make a written request and either prepay for the telephone call, or have the call charged directly to you.

Should you have any questions regarding these procedures, please do not hesitate to contact the consumer reporting agency directly. You may also contact the State of Washington Attorney General's office at: 800-551-4636, www.wa.gov/ago, or 1125 Washington Street, SE, Olympia, WA 98504.

New York Life Advanced Markets Network

Network News

May 31, 2011

The Company You Keep®

Anti-Money Laundering (AML) Training Update

New York Life offers an Anti-Money Laundering (AML) refresher course through LIMRA to help keep brokers current for their AML training requirement. The refresher course is for producers that have already completed their initial AML base segment training and carrier-specific segment. The refresher course covers both segments (base and carrier) from a refresher standpoint and is approximately 30 minutes in duration. Instructions on how to access the LIMRA refresher course are below. **Please remember this AML refresher must have been completed within 18 months prior to the soliciting of an application.**

We can accept the following AML refresher course certifications from:

- Another life insurance carrier.
- Life Insurance carrier affiliated broker dealer (i.e. NML's BD, Mass Mutual's BD, etc.).
- RegEd certification via a life insurer or broker dealer.
- LIMRA's AML refresher course (instructions attached below).

In addition, please submit for review and potential acceptance as an alternative:

- Banks, broker dealers, non-insurance carrier affiliated, and mutual fund companies' AML refresher course outlines.

****

Accessing LIMRA's 2011 AML Training for Insurance — Refresher Training

- The **web address** is the same as where you took the original anti-money laundering base course — https://aml.limra.com. The 2011 AML Training for Insurance module will be one of the first courses listed on the page.
- Your **username** is the same as you logged on previously — the first four characters of your last name (lowercase) combined with the last six digits of your social security number (unless previously modified).
- Your **password** was changed when you first logged on. If you forgot your password, make sure that your username is filled in and click "Forgot your password?" You will be prompted with a security question. Answer the question correctly, and it will allow you to reset your password.
- Please note that you **will not** receive a paper certificate of your completion of the course. The Home Page indicates whether or not you have completed the assigned materials. **You do not have to notify our office when you complete the course, if you hold a current appointment with us.** LIMRA will provide us with a report informing us when 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 line at support@cfmpartners.com or (866) 364-2380.**

Questions on the above may be directed to: Kerry Matson, ext. 2664008, Jim Wirtz, ext 2664189 or Melissa Niemeyer, ext 2664003.

For additional information on any topic covered here, please contact Individual Marketing Sales Support at 1-888-695-4748.

Subject to minimum premium requirements and producer approval by New York Life.

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