



CBIZ / NEW YORK LIFE Fill-Able Contracting/Appointment Forms

When do I submit CBIZ/NEW YORK LIFE Appointment Paperwork?

- **Agents** must be contracted and/or appointed with New York Life prior to solicitation of the life insurance application.
- Please refer to the next page and read the NEW YORK LIFE mandatory requirement(s) prior to completing the contracting paperwork.

Where do I submit CBIZ/NEW YORK LIFE Appointment requirements?

- Please forward all completed forms directly to CBIZ Life Insurance Solutions, Inc.
 - Fax 858.444.3157
 - OR
 - Email: srlicensing@cbiz.com

Who should I contact for contracting and/or appointment inquiries?

- Please contact our Producer Services Department

Email: srlicensing@cbiz.com

Phone: 800.422.7536

Fax: 858.444.3157

Mail: 10616 Scripps Summit Court, Suite 210
San Diego, CA 92131

What requirements must be submitted for a CBIZ/NEW YORK LIFE Appointment?

- All pages of New York Life Producer Appointment Application
 - Individual & Corporate Background Resume
 - Producer Contract
 - Disclosure Notice [CA Residents – please complete]
 - Fair Credit Notice [Retain for your records]
- Current Resident Life License and/or License in the state of sale.
- Proof of Errors and Omissions or Certificate of Liability

Please note that US Treasury Department mandated Proof of Anti-Money Laundering (AML) training must be completed prior to taking a formal application. Once your contract has been executed with New York Life you will be able to access www.limra.com to complete your Base/LIMRA AML and New York Life AML training.



CBIZ Life Insurance Solutions, Inc

Producer Services Department

10616 Scripps Summit Ct., Suite 210 • San Diego, CA 92131

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New York Life Advanced Markets Network Producer Contract Update

Over the years, our most successful strategy has been to join forces with Producers who are already exceptionally successful in their own right. This strategy has helped us become the largest provider of life insurance in the industry for the last three years running. 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 look to achieve a production level as an indicator of a successful partnership. We are pleased to announce the following enhanced guidelines effective July 1, 2005 and thereafter.



Producers will be unable to qualify for a New York Life Advanced Markets Network contact on the basis of term insurance alone unless the annual premium for the term policy is \$20,000 or more. Once a producer has qualified as an Established Producer, they will be eligible to sell term insurance without any minimum amount restrictions except for those specific to the chosen product.

Existing Producers

Established Producers – have earned this exclusive status based on the following criteria.

- a) Three paid cases totaling at least \$60,000 of premium in-force **or**
- b) \$150,000 of premium in force

For Established Producers, there are no restrictions on case size (except for those specific to the chosen product). To maintain this elite status, Established Producers must meet an annual requirement of at least one paid case and \$20,000 or more of annual premium.

Active Producers – have paid for at least one case for \$20,000 or more in the previous two-year period. Producers in this category are asked to meet the \$20,000 minimum premium requirement on every case submitted until they earn the exclusive status - Established Producer. Refer to the above items a) and b)

Inactive Producers – have not paid for any cases in the past two years. Potential termination letters will be sent notifying producers of their inactive status providing a grace period before final termination. Producers with in-force business will not be terminated so long as they are receiving renewal compensation. However, Inactive producers will not receive software or marketing material

Please contact your Field Director or Sales Support at 1-888-695-4748 should you have any questions.



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) <input type="checkbox"/> Retail <input type="checkbox"/>	
_____		Proposed Insured Name:	
_____		First Year Premium:	
How much professional liability (errors & omissions) insurance do you maintain? <i>Please provide declaration page.</i>		* Formal application signed & dated? Yes <input type="checkbox"/> No <input type="checkbox"/>	
\$1M/\$3M <input type="checkbox"/> \$2M/\$2M <input type="checkbox"/> Other* <input type="checkbox"/> _____		If yes, issue state? _____	
*If "other" is selected amounts must be greater than those listed above. NYL requires at least \$1M/\$3M or \$2M/\$2M of coverage.		If yes, primary insured's resident state? _____	
Are you seeking a variable appointment? Yes <input type="checkbox"/> No <input type="checkbox"/>		If yes, application date? _____	
Broker Dealer Name:		* Subject to applicable state and NYL appointment guidelines	
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 <input type="checkbox"/>	No <input type="checkbox"/>
2.	had an insurance or securities license suspended or revoked, or ever been refused any such license?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	ever been censured or fined by a securities or insurance regulator?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	ever been convicted of any felony or a misdemeanor related to breach of trust?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	ever declared bankruptcy or had judgment(s) filed against you?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	had a complaint filed against you with/by an insurance department or other regulatory body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	been the subject of any investigation, litigation, arbitration, lawsuit, judgment or lien?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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**

Date:	Firm Name:	Years in Business:
TIN:	Legal Office Address: _____	
Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>
Phone:	Fax:	
Proposed Insured Name:	What was the corporation's total annualized life premiums paid for last year?	Less than \$100,000 ____
First Year Premium:		\$100,000 - \$199,999 ____
Have you ever been associated with New York Life? Yes <input type="checkbox"/> No <input type="checkbox"/>		\$200,000 - \$399,999 ____
How much professional liability (errors & omissions) insurance do you maintain?	None ____	\$400,000+ ____
	\$1M/\$2M ____	\$3M/\$4M ____
		Other ____
1 st year life commission last year: _____		Total annuity premium last year: _____
Insurance carriers with which you do business (most frequent first): 1) _____ 2) _____ 3) _____ 4) _____		
<i>If the answer is yes to any of the following, please attach an explanation.</i>		
Have you or your firm and/or your partners or other principals:		
ever had a complaint filed against you with an insurance department or any other regulatory body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever been fined/censured by an insurance or securities regulatory agency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever been refused an insurance license?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
currently have any litigation/lawsuits, judgments or liens pending against you or your firm and/or your partners or other principals?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever had your insurance or securities license/registration suspended or revoked in any state?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever declared personal or business bankruptcy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever been charged and/or convicted of any criminal offense other than a minor traffic violation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ever been convicted of a felony?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 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: _____

Licensed Agent: _____

Date: _____

Social Security Number (for identification purposes only): _____

Other names under which signator has been known: _____

FD Review Date: _____ Initials: _____
Addnl. Comments: (i.e. contracting instructions, case info.) _____ _____ _____
Approval Date: _____ Initials: _____ Region: _____

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 31 and 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: 

Scott L. Berlin
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: _____



California, Minnesota & Washington State Applicants Only

In connection with your application for an agent's contract with New York Life Insurance Company, we have requested a consumer reporting agency, whose name and address appears below, to supply us with a consumer credit report or investigative consumer report to verify certain information which you have provided to us. We have also obtained your consent in this regard on the enclosed Authorization.

- I. The consumer reporting agency has been requested to verify some or all of the following information:

prior employment, education, credit worthiness, credit standing, credit capacity, character, personal characteristics, and/or criminal background record.

The consumer reporting agency providing the report is:

Business Information Group
Attn: Consumer Disclosure
PO Box 130
Southampton, PA 18966
(800) 260-1680

- II. To indicate whether or not you want a copy of the investigative consumer report provided to you by New York Life, check the appropriate box below and then return this memorandum to:

Robert Hebron, Senior Vice President
New York Life Advanced Markets Network
11400 Tomahawk Creek Parkway, Suite 200
Leawood, KS 66211

A copy will be provided to you at no charge.

- I wish to receive a copy of the investigative consumer report.
- I *do not wish* to receive a copy of the investigative consumer report.



California Applicants Only

In addition to your rights under Federal law, which accompany this memorandum, under California 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 cost 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.

Print Name: _____

Signature: _____

Date: _____

Address: _____



Important Notice To Applicants For An Agent's Contract

**TO: ALL APPLICANTS FOR AN AGENT'S CONTRACT:
PLEASE READ CAREFULLY**

This is to inform you that a consumer report or an investigative consumer report will be obtained, covering up to a 10 year period prior to your application, from The Business Information Group, a consumer reporting agency, for the purpose of evaluating you for entry into an agent's 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.

Enclosure (1)



A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user, or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors, and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 (202) 326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A" appear in or after a 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 Programs Washington, DC 20552 (300) 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) 518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 (800) 934-FDIC
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