

CARRIER: NEW YORK LIFE
PACKET CURRENT AS OF: 01-24-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**



New York Life Brokerage
11400 Tomahawk Creek Parkway, Suite 200
Leawood, KS 66211
Phone: (888) 695-4748
FAX (913) 906-4077

☐ Individual Contract
OR
☐ Representative Addendum
to Corporate Background
Resume

Date:		Name:		Years in business:																											
Social Security #:		Firmname:																													
Phone:		Firm address:																													
FAX:																															
Date of Birth:		Driver's License State and Number:																													
Home Address:			Home Phone:																												
			E-Mail Address:																												
Professional Designations: ChFC _____ CPA _____ CLU _____ JD _____ CFP _____ other _____			Industry Awards/Associations: \$25 Million Forum _____ AALU _____ Top of the Table _____ NQA _____ MDRT _____ other _____																												
Have you ever been associated with New York Life? Yes _____ No _____ If yes, please explain on an attached page			Approximately what percentage of your first year commissions came from the following products in the past 12 months? <table><tr><td>Ind. Life</td><td>_____</td></tr><tr><td>Annuities</td><td>_____</td></tr><tr><td>Multi-Life/COLI</td><td>_____</td></tr><tr><td>Health</td><td>_____</td></tr><tr><td>Variable Products</td><td>_____</td></tr><tr><td>Other</td><td>_____</td></tr></table>			Ind. Life	_____	Annuities	_____	Multi-Life/COLI	_____	Health	_____	Variable Products	_____	Other	_____														
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Health	_____																														
Variable Products	_____																														
Other	_____																														
What was your total annualized life premiums paid for last year? <table><tr><td>Less than \$100,000</td><td>_____</td></tr><tr><td>\$100,000-\$199,999</td><td>_____</td></tr><tr><td>\$200,000-399,999</td><td>_____</td></tr><tr><td>\$400,000+</td><td>_____</td></tr></table> 1st year life commission last year: _____ Total annuity premium last year: _____			Less than \$100,000	_____	\$100,000-\$199,999	_____	\$200,000-399,999	_____	\$400,000+	_____	How many salaried staff people work for your organization? <table><tr><td>0-5</td><td>_____</td><td>11-15</td><td>_____</td></tr><tr><td>6-10</td><td>_____</td><td>15+</td><td>_____</td></tr></table> How much professional liability (errors and omissions) insurance do you maintain? <table><tr><td>none</td><td>_____</td></tr><tr><td>\$1M/\$2M</td><td>_____</td></tr><tr><td>\$2M/\$3M</td><td>_____</td></tr><tr><td>\$3M/\$4M</td><td>_____</td></tr><tr><td>Other</td><td>_____</td></tr></table>			0-5	_____	11-15	_____	6-10	_____	15+	_____	none	_____	\$1M/\$2M	_____	\$2M/\$3M	_____	\$3M/\$4M	_____	Other	_____
Less than \$100,000	_____																														
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\$1M/\$2M	_____																														
\$2M/\$3M	_____																														
\$3M/\$4M	_____																														
Other	_____																														
Are you licensed to sell variable products? Yes _____ No _____ Who is your Broker Dealer?			Which registration do you hold? (Please circle) 6 7 24 29 63 65 Other _____																												
Insurance carriers with which you do business: (Most frequent first) 1) _____ 2) _____ 3) _____ 4) _____																															
If the answer is yes to any of the following, please attach an explanation. 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 _____ No _____ ever been fined/censured by an insurance or securities regulatory agency? Yes _____ No _____ ever been refused an insurance license? Yes _____ No _____ currently have any litigation/lawsuits, judgements or liens pending against you or your firm and/or your partners or other principals? Yes _____ No _____ ever had your insurance or securities license/registration suspended or revoked in any state? Yes _____ No _____ ever declared personal or business bankruptcy? Yes _____ No _____ ever been charged and/or convicted of any criminal offense other than a minor traffic violation? Yes _____ No _____ ever been convicted of a felony? Yes _____ No _____																															

Life/Health Licensing Information				
State(s)	License Number(s)	Expiration Date(s)	Companies with whom you are licensed	

Please list all insurance, financial service or other business affiliations within the last 5 years:

Organization	Title	Address	From	To

FOR REPRESENTATIVES TO CORPORATIONS ONLY:

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

Representative Signature

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.

Date

Authorized Signature

Authorization

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 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 an agent's contract which 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 an agent's contract.

Print Name: _____

Signature: _____

Date: _____

Social Security Number (for identification purposes only): _____

Other names under which you have been known: _____



New York Life Brokerage
11400 Tomahawk Creek Parkway, Suite 200
Leawood, KS 66211
Phone: (888) 695-4748
FAX (913) 906-4077

**CORPORATION CONFIDENTIAL
BACKGROUND RESUME**

Date:	Firm Name:	Years in business:
TIN:	Firm Address: _____	
Phone:	_____	
FAX:	Corporation: ____ Partnership: ____ Sole Proprietorship: ____ Other: _____	

Please list the current officers and titles:

Does your corporation have a
Succession Plan? Yes ____ No ____
(If yes, please provide details on
a separate sheet.)

Approximately what percentage of your first year commissions came from the following products in the past 12 months?	Ind. Life ____ Annuities ____ Multi-Life/COLI ____ Health ____ Variable Products ____ Other ____
---	---

Have you ever been associated with New York Life?

Yes ____ No ____

If yes, please explain on an attached page

How many salaried staff people
work for your organization? 0-5 ____ 11-15 ____
6-10 ____ 15+ ____

What was the corporation's total
annualized life premiums
paid for last year?

Less than \$100,000	____
\$100,000-\$199,999	____
\$200,000-399,999	____
\$400,000+	____

1st year life commission last year: _____

Total annuity premium last year: _____

How much professional
liability (errors and omissions)
insurance is maintained?

none	____
\$1M/\$2M	____
\$2M/\$3M	____
\$3M/\$4M	____
Other	____

Insurance carriers with which the corporation
does business: (Most frequent first)

1) _____	2) _____
3) _____	4) _____

If the answer is yes to any of the following, please attach an explanation.

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 ____	No ____
ever been fined/censured by an insurance or securities regulatory agency?	Yes ____	No ____
ever been refused an insurance license?	Yes ____	No ____
currently have any litigation/lawsuits, judgements or liens pending against you or your firm and/or your partners or other principals?	Yes ____	No ____
ever had your insurance or securities license/registration suspended or revoked in any state?	Yes ____	No ____
ever declared personal or business bankruptcy?	Yes ____	No ____
ever been charged and/or convicted of any criminal offense other than a minor traffic violation?	Yes ____	No ____
ever been convicted of a felony?	Yes ____	No ____



Authorization

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 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 an agent's contract which 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 an agent's contract.

Print Name: _____

Signature: _____

Date: _____

Social Security Number (for identification purposes only): _____

Other names under which you have been known: _____



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)
2398 East Camelback Road Suite 500, Phoenix, Arizona 85016

PRODUCER CONTRACT (Form B-01)

(Please Print)

Producer: _____

Address: _____

Effective Date: _____
(To be completed 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 policies 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 policies for which the Producer is authorized, in writing, by the Brokerage Department 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.
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

first (b) with prior approval, an amount equal to the unpaid balance or the full 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 Brokerage Department 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.

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. The Producer agrees to reimburse New York Life for all attorney's fees, costs, expenses and losses of every kind which New York Life may at any time incur or pay on account of any garnishment, attachment or other legal process or order of any kind which may be served upon New York Life by reason of the existence of this or any other contract by and between New York Life and the Producer or on account of any assignment applicable to any such contract.

8. New York Life is hereby given a paramount and prior lien upon any compensation payable under or as a result of this contract and under any and all agreements amendatory or supplementary to this 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. 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, but 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. The Producer agrees to maintain in force, during the entire time that this contract is in effect, errors and omissions (E&O) insurance covering the Producer's duties under this contract, with E&O policy limits in amounts acceptable to New York Life.

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 rebating of any premium by the Producer; or

(g) revocation by any state or jurisdiction of the Producer's license to act as a soliciting agent or broker.

12. Any failure of New York Life in any instance to insist upon compliance with any of the limitations, terms, provisions and conditions of this 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 as an enlargement or extension of the Producer's rights and authority, 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 contract are not assignable, and no assignee shall acquire any rights thereto, without the written consent of the person in charge of the Brokerage Department of New York Life. The right to receive commissions under this contract may be assigned without the written consent of New York Life, but New York Life must receive reasonable proof of such assignment before it commences payment to an assignee. 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's Brokerage 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 policies 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. 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.

16. 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.

17. 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 policy; and the Producer shall have no right to any compensation for submitting any application upon which no life insurance or annuity policy is effected with New York Life.

18. Confidentiality -

(a) Each party hereto agrees that the terms of this Contract and any proprietary or confidential information of the other parties learned in the course of their relationship under this Contract including, but not limited to, any marketing or business plans regarding any New York Life products, and the parties' methods of operation, are strictly confidential, shall not be used for any purposes other than those contemplated by this Contract and shall not be disclosed to any other person or entity without the prior written consent of the other parties hereto, except as required under applicable law or regulation. Notwithstanding the foregoing, nothing in this Contract shall prohibit any party hereto from advising any other person or entity of the existence of this Contract.

(b) Each party hereto agrees that any personal, financial or medical information concerning any insured, annuitant, policyowner, contract owner, applicant or customer of any kind that any party communicates (a "Provider") to another party (a "Recipient") during the term of this Contract is "Confidential Customer Information." Confidential Customer Information shall not, however, include personal, financial or medical information that duplicates information legally obtained by the Recipient in the past or in the future from a source other than the Provider. Such duplicate information may, however, be subject to other confidentiality obligations beyond this Contract.

(c) Each Recipient agrees to hold all Confidential Customer Information in strictest confidence and agrees to use such information only for purposes of this Contract and shall not disclose it to any third party, other than its employees or agents who need such information in order to perform under this Contract or as may be compelled by law or regulation, without the prior written consent of the Provider. Each Recipient shall cause its employees and agents to whom Confidential Customer Information is disclosed to be informed of and agree to be bound by the restrictions of this section regarding confidentiality.

(d) Each party agrees that it owns or has the legal right to disclose to the other parties any Confidential Customer Information provided hereunder and that such disclosure shall not and will not violate any agreement of any kind with a third party.

(e) Each party agrees to comply with all applicable laws and regulations relating to the privacy and security of Confidential Customer Information and will comply with, and cause its employees and agents to comply with, all privacy and security guidelines as provided in writing by any other party hereto.

(f) Upon written request, each party agrees to provide to any other party hereto any information reasonably requested by the other party regarding such party's security system for safeguarding Confidential Customer Information as well as such party's compliance with the requirements contained in this section concerning confidentiality.

(g) The parties' obligations contained in this section shall survive termination of this Contract.

19. 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.

20. To the extent any provision of this contract shall be determined to be void, illegal, or otherwise unenforceable, the same shall have no effect on the enforceability of the balance hereof.

21. 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.

22. 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.

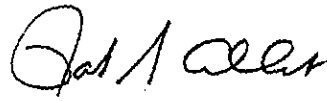
23. Except as otherwise provided herein, this Contract may be modified only by a writing signed by a duly authorized officer of New York Life.

24. 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.

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: 

Patrick G. Colloton
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: _____



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)
2398 East Camelback Road Suite 500, Phoenix, Arizona 85016

PRODUCER CONTRACT (Form B-01)

(Please Print)

Producer: _____

Address: _____

Effective Date: _____
(To be completed 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 policies 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 policies for which the Producer is authorized, in writing, by the Brokerage Department 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.
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

first (b) with prior approval, an amount equal to the unpaid balance or the full 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 Brokerage Department 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.

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. The Producer agrees to reimburse New York Life for all attorney's fees, costs, expenses and losses of every kind which New York Life may at any time incur or pay on account of any garnishment, attachment or other legal process or order of any kind which may be served upon New York Life by reason of the existence of this or any other contract by and between New York Life and the Producer or on account of any assignment applicable to any such contract.

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9. The Producer agrees to maintain in force, during the entire time that this contract is in effect, errors and omissions (E&O) insurance covering the Producer's duties under this contract, with E&O policy limits in amounts acceptable to New York Life.

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:

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

of (b) any unauthorized appropriation to the Producer's own use and purpose 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;

New (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 rebating of any premium by the Producer; or

a (g) revocation by any state or jurisdiction of the Producer's license to act as soliciting agent or broker.

12. Any failure of New York Life in any instance to insist upon compliance with any of the limitations, terms, provisions and conditions of this 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 as an enlargement or extension of the Producer's rights and authority, 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 contract are not assignable, and no assignee shall acquire any rights thereto, without the written consent of the person in charge of the Brokerage Department of New York Life. The right to receive commissions under this contract may be assigned without the written consent of New York Life, but New York Life must receive reasonable proof of such assignment before it commences payment to an assignee. 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's Brokerage 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 policies 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. 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.

16. 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.

17. 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 policy; and the Producer shall have no right to any compensation for submitting any application upon which no life insurance or annuity policy is effected with New York Life.

18. Confidentiality -

(a) Each party hereto agrees that the terms of this Contract and any proprietary or confidential information of the other parties learned in the course of their relationship under this Contract including, but not limited to, any marketing or business plans regarding any New York Life products, and the parties' methods of operation, are strictly confidential, shall not be used for any purposes other than those contemplated by this Contract and shall not be disclosed to any other person or entity without the prior written consent of the other parties hereto, except as required under applicable law or regulation. Notwithstanding the foregoing, nothing in this Contract shall prohibit any party hereto from advising any other person or entity of the existence of this Contract.

(b) Each party hereto agrees that any personal, financial or medical information concerning any insured, annuitant, policyowner, contract owner, applicant or customer of any kind that any party communicates (a "Provider") to another party (a "Recipient") during the term of this Contract is "Confidential Customer Information." Confidential Customer Information shall not, however, include personal, financial or medical information that duplicates information legally obtained by the Recipient in the past or in the future from a source other than the Provider. Such duplicate information may, however, be subject to other confidentiality obligations beyond this Contract.

(c) Each Recipient agrees to hold all Confidential Customer Information in strictest confidence and agrees to use such information only for purposes of this Contract and shall not disclose it to any third party, other than its employees or agents who need such information in order to perform under this Contract or as may be compelled by law or regulation, without the prior written consent of the Provider. Each Recipient shall cause its employees and agents to whom Confidential Customer Information is disclosed to be informed of and agree to be bound by the restrictions of this section regarding confidentiality.

(d) Each party agrees that it owns or has the legal right to disclose to the other parties any Confidential Customer Information provided hereunder and that such disclosure shall not and will not violate any agreement of any kind with a third party.

(e) Each party agrees to comply with all applicable laws and regulations relating to the privacy and security of Confidential Customer Information and will comply with, and cause its employees and agents to comply with, all privacy and security guidelines as provided in writing by any other party hereto.

(f) Upon written request, each party agrees to provide to any other party hereto any information reasonably requested by the other party regarding such party's security system for safeguarding Confidential Customer Information as well as such party's compliance with the requirements contained in this section concerning confidentiality.

(g) The parties' obligations contained in this section shall survive termination of this Contract.

19. 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.

20. To the extent any provision of this contract shall be determined to be void, illegal, or otherwise unenforceable, the same shall have no effect on the enforceability of the balance hereof.

21. 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.

22. 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.


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

24. 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.

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: 

Patrick G. Colloton
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:

The Business Information Group
1105 Industrial Highway
Suite 200
Southampton, PA 18966
215-396-9870

- 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:

Patrick Colloton, Vice President, New York Life Brokerage,
920 Main Street, Suite 2100, Kansas City, MO 64105
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



Producer Compensation Schedule and EAP Schedule

This Schedule details the compensation payable on all products that a contracted producer may be authorized to sell through New York Life's Brokerage Department. Not all contracted producers are authorized to sell all products. If you are uncertain about which products you are authorized to sell, please contact Licensing and Contracting.

Producer Compensation may include:

1. First Year Commissions on base policies and riders (including single premium policies and riders in the year of purchase).
2. EAP on First Year Commissions. (See attached EAP Schedule)
3. Renewal Commissions in policy years 2 through 10 on base policies and selected riders.
4. Policy Service Fee in policy years 11 and later.

First Year Commissions (as a percent of premiums paid)

Base Policies

Whole Life AD 98, Modified Premium Whole Life AD 98, Whole Life AD 101, and Modified Premium Whole Life AD101: 50% for issue ages 70 and under. For issue ages 71 and above, see the table on page 3.

Survivorship Whole Life: 50%

NYLIAC Pinnacle Variable Universal Life and Survivorship Variable Universal Life^{1,2}: 50% of the Target Premium, 4% over such amount to Target 2, and 3% over Target 2. Please note that if a policy that includes the Alternate Cash Surrender Value³ is chosen, only 25% of all first year compensation (above and below target) will be payable in the year of issue. The deferred 75% will be paid in equal installments over the next 5 year period.

Variable Universal Life¹: 50% of the Target Premium for issue ages 60 and under, and 3% over such amount. See the table for Target Premium rates for Variable Universal Life on page 8. For issue ages 61 and above, see the table on page 3.

Variable Universal Life 2000¹: 50% of the Target Premium for issue ages 70 and under and 3% over such amount. See the table for Target Premium rates for Variable Universal Life 2000 on page 9 and 10. For issue ages 71 and above, see the table on page 3.

Single Premium Variable Universal Life¹: 4% of premium. For issue ages 71 and above, see the table on page 3. (EAP is not available for this product).

NYLIAC Accumulatorsm, NYLIAC Protectorsm, NYLIAC Accumulatorsm AD 99 and NYLIAC Protectorsm AD 99: 50% of the Target Premium and 3% of any excess over such amount. See the table for Target Premium rates on page 6 and 7.

NYLIAC Accumulatorsm AD 101 and NYLIAC Protectorsm AD 101: 50% of the Target Premium and 3% of any excess over such amount. For issue ages 71 and above, see the table on page 3. See the table for Target Premium rates on page 6 and 7.

Survivorship Universal Life and Survivorship Variable Universal Life AD98, AD100¹: 50% of the Target Premium and 3% of any excess over such amount.

Five Year Term and Five Year Term AD 101: 40%

NYLAZ Term to Age 90 and NYLAZ Term to Age 90 AD 101: 50% First Year Commission (EAP is not available for this product).

Twenty Year Term and Twenty Year Term AD 101: 50%

NYLIAC Asset Preserver^{sm 4}: a choice of either 6% First Year Commission; or 4.75% First Year Commission with an Asset Based Trail Commission of .15% beginning on the third policy anniversary. Please note that if the 6% First Year Commission rate is chosen, there is a progressive annual age based rate reduction of .2% for insureds age 76 and older. If the 4.75% First Year Commission rate is chosen, there will be a progressive annual age based rate reduction of .15% for insureds age 76 and older. (EAP is not available for this product.)

¹All compensation for variable products is payable to the Broker/Dealer of record. Any information given describes the gross compensation. Net rates of compensation will be determined by the Broker/Dealer.

²If there is a full surrender, lapse or 1035 in the first six months, there will be a commission chargeback of 100%; in months seven through 12, there will be a commission chargeback of 50%.

³If there is a surrender or 1035 in the deferral period, deferred amounts will no longer be paid.

⁴If there is a free look, withdrawal, or surrender in the first two policy years, there will be a commission chargeback as specified below:
Months 1 through 13 - 100% of Commissions Month 14, 91.67%; 15, 83.33%; 16, 75%; 17, 66.67%; 18, 58.33%; 19, 50%; 20, 41.67%; 21, 33.33%; 22, 25%; 23, 16.67%; 24, 8.33% of Commissions.

**First Year Commissions for Whole Life, Modified Premium Whole Life, Variable Universal Life,
Accumulator AD101, Protector AD101 and SPVUL
(as a percentage of premiums paid):**

WL & MPWL AD 98 & AD101		VUL		VUL 2000 (through age 80), Accumulator AD101 and Protector AD101		SPVUL	
Issue Age	First Year Commission	Issue Age	First Year Commission	Issue Age	First Year Commission	Issue Age	First Year Commission
0-70	50%	0-60	50%	0-70	50%	0-70	4.00%
71	48%	61	49%	71	48%	71	3.85%
72	46%	62	48%	72	46%	72	3.70%
73	44%	63	47%	73	44%	73	3.55%
74	42%	64	46%	74	42%	74	3.40%
75	40%	65	45%	75	40%	75	3.25%
76	38%	66	44%	76	38%	76	3.10%
77	36%	67	43%	77	36%	77	2.95%
78	34%	68	42%	78	34%	78	2.80%
79	32%	69	41%	79	32%	79	2.65%
80	30%	70	40%	80	30%	80	2.50%
81	28%	71	39%	81	28%	81	2.35%
82	26%	72	38%	82	26%	82	2.20%
83	24%	73	37%	83	24%	83	2.05%
84	22%	74	36%	84	22%	84	1.90%
85	20%	75	35%	85	20%	85	1.75%
86	18%	76	33%	86	18%	86	1.60%
87	16%	77	31%	87	16%	87	1.45%
88	14%	78	29%	88	14%	88	1.30%
89	12%	79	27%	89	12%	89	1.15%
90	10%	80	25%	90	10%	90	1.00%

Renewal Commissions (as a percent of premiums paid in Policy Years 2-10)

Base Policies

NYLAZ Term to Age 90 and NYLAZ Term to Age 90 AD101: 10% years 2-3, 6% years 4-10.

Whole Life, Modified Premium Whole Life and Survivorship Whole Life: 7%, years 2-5; 6% years 6-10.

NYLIAC Pinnacle Variable Universal Life and Survivorship Variable Universal Life*: 10%, years 2-6 up to Target, 4% over such amount in years 2-5; 3% up to Target in year 7, 2% over such amount in years 6 and 7. If a policy with the Alternate Cash Surrender Value Benefit is chosen, then the renewals will be: 10%, years 2-6 up to Target, 4% over such amount in years 2-6; 6% up to Target in year 7, 4% over such amount in that same year

NYLIAC Accumulatorsm and Protectorsm, NYLIAC Accumulatorsm AD99, Protectorsm AD99, NYLIAC Accumulatorsm AD101, Protectorsm AD101, Target Life (Universal Life), Variable Universal Life: 3%.

Variable Universal Life 2000*: 3% years 2-5.

Single Premium Variable Universal Life*: 3% in years 2 and 3.

Survivorship Universal Life and Survivorship Variable Universal Life AD98 and AD100*:

3% (Younger Insured Issue Ages 20-80)

3% through Policy Year 9 (Younger Insured Issue Ages 81-84)

3% through Policy Year 8 (Younger Insured Issue Ages 85-87)

3% through Policy Year 7 (Younger Insured Issue Age 88)

3% through Policy Year 6 (Younger Insured Issue Age 89)

3% through Policy Year 5 (Younger Insured Issue Age 90)

Five Year Term and Five Year Term AD 101: 6% (Renewals paid through policy year 6 only)

Twenty Year Term and Twenty Year Term AD 101: 6% (Renewals paid through policy year 6 only)

Riders

Children's Insurance
Dividend Option Term
Increasing Premium Term
Accidental Death Benefit
Benefit Increase Provision
Decreasing Term Rider
Increasing Term Rider
Level Term Rider
Spouse and Children's Insurance
Survivor Purchase Option
Unplanned Premium Payment
Waiver of Premium

FYC

Same as base policy
Same as base policy
30% or same as base policy, whichever is less
Same as base policy
Same as base policy
Same as base policy
Same as base policy
Same as base policy
Same as base policy
Same as base policy
Same as base policy
Same as base policy

Renewals

4% second year only
4% second year only
4% second year only
Same as base policy
N/A
4% second year only
4% second year only
4% second year only
4% second year only
Same as base policy
N/A
Same as base policy

Single Premium Products and Riders

Single Premium Life
Option to Purchase Paid-Up Additions
Paid-Up Additions (Survivorship Whole Life)

Single Premium

3%
3%
2.5%

Renewals

N/A
N/A
N/A

Exceptions (including, but not limited to):

1. No commission is payable on premiums paid for Term Insurance for policy loans;
2. No commission is payable on temporary medical extra premiums, nor on any extra premiums for occupation, avocation, aviation hazard, or motor vehicle risk;
3. No commission is payable on policy constants and policy fees, except for VUL, VUL 2000, SVUL, SUL, NYLIAC Accumulator, NYLIAC Protector and NYLIAC Pinnacle VUL and SVUL;
4. No commission is payable on Monthly Deduction Waiver (MDW), nor on any rider not listed on the previous pages.
5. No commission is payable on internal replacements. (This does not apply to Term conversions.)

Asset Based Compensation

- For Variable Universal Life 2000 policies sold, there will be Asset Based Compensation paid in years 6 and beyond of .15% of the policy's accumulation value, less any policy loans.*
- For Single Premium Variable Universal Life policies sold there will be Asset Based Compensation paid in years 4 through 15 of .20% of the policy's accumulation value, less any policy loans; for years 16 and beyond, .15% of the policy's accumulation value, less any policy loans, will be paid.*
- For Pinnacle Variable Universal Life and Survivorship Variable Universal Life policies sold there will be Asset Based Compensation paid in years 6-10 of .20% of the policy's accumulation value, less any policy loans. In years 11-20 this percent will be reduced to .12%, and in years 21 and beyond, the percent will be .06%. If ACSV is chosen, then the Asset Based Compensation paid in years 6-10 will be .24% of the policy's accumulation value, less any policy loans. In years 11-20 this percentage will be reduced to .12%, and in years 21 and beyond, the percentage will be .06%.*

*All compensation for variable products is payable to the Broker/Dealer of record. Any information given for variable products describes the gross compensation. Net rates of compensation will be determined by the Broker/Dealer.

NYLIAC Accumulator & NYLIAC Protector
NYLIAC Accumulator & NYLIAC Protector AD99 & AD101
Target Premiums Per \$1,000 of Face Amount

Note: a \$30 policy constant must be added to band 1 policies; a \$50 policy constant must be added to bands 2-4.

Issue Age	Male		Female		Unisex	
	Standard	Non Smoker	Standard	Non Smoker	Standard	Non Smoker
0	2.96	2.69	2.51	2.28	2.88	2.62
1	2.94	2.67	2.51	2.28	2.86	2.60
2	3.03	2.75	2.59	2.35	2.95	2.68
3	3.12	2.84	2.67	2.43	3.04	2.76
4	3.22	2.93	2.75	2.50	3.14	2.85
5	3.32	3.02	2.85	2.59	3.23	2.94
6	3.44	3.13	2.94	2.67	3.34	3.04
7	3.55	3.23	3.05	2.77	3.47	3.15
8	3.69	3.35	3.15	2.86	3.59	3.26
9	3.82	3.47	3.26	2.96	3.72	3.38
10	3.96	3.60	3.38	3.07	3.85	3.50
11	4.11	3.74	3.50	3.18	3.99	3.63
12	4.27	3.88	3.63	3.30	4.15	3.77
13	4.43	4.03	3.76	3.42	4.30	3.91
14	4.60	4.18	3.91	3.55	4.46	4.05
15	4.76	4.33	4.05	3.68	4.62	4.20
16	4.93	4.48	4.19	3.81	4.79	4.35
17	5.09	4.63	4.35	3.95	4.95	4.50
18	5.27	4.79	4.51	4.10	5.13	4.66
19	5.46	4.96	4.68	4.25	5.30	4.82
20	5.64	5.13	4.85	4.41	5.49	4.99
21	5.84	5.31	5.04	4.58	5.69	5.17
22	6.04	5.49	5.23	4.75	5.89	5.35
23	6.26	5.69	5.43	4.94	6.11	5.55
24	6.50	5.91	5.64	5.13	6.33	5.75
25	6.74	6.13	5.86	5.33	6.57	5.97
26	7.01	6.37	6.09	5.54	6.83	6.21
27	7.28	6.62	6.34	5.76	7.10	6.45
28	7.58	6.89	6.59	5.99	7.38	6.71
29	7.90	7.18	6.86	6.24	7.68	6.98
30	8.23	7.48	7.14	6.49	8.00	7.27
31	8.58	7.80	7.44	6.76	8.34	7.58
32	8.94	8.13	7.76	7.05	8.70	7.91
33	9.34	8.49	8.07	7.34	9.08	8.25
34	9.75	8.86	8.43	7.66	9.47	8.61
35	10.19	9.26	8.79	7.99	9.89	8.99
36	10.64	9.67	9.17	8.34	10.33	9.39
37	11.12	10.11	9.57	8.70	10.80	9.82
38	11.64	10.58	9.99	9.08	11.29	10.26
39	12.17	11.06	10.43	9.48	11.81	10.74
40	12.74	11.58	10.90	9.91	12.35	11.23
41	13.33	12.12	11.39	10.35	12.93	11.75
42	13.97	12.70	11.89	10.81	13.53	12.30
43	14.64	13.31	12.43	11.30	14.18	12.89
44	15.35	13.95	12.99	11.81	14.85	13.50
45	16.09	14.63	13.59	12.35	15.57	14.15
46	16.89	15.35	14.21	12.92	16.32	14.84
47	17.72	16.11	14.87	13.52	17.13	15.57
48	18.61	16.92	15.57	14.15	17.97	16.34
49	19.56	17.78	16.31	14.83	18.88	17.16

NYLIAC Accumulator & NYLIAC Protector
NYLIAC Accumulator & NYLIAC Protector AD99 & AD101
Target Premiums Per \$1,000 of Face Amount

Note: a \$30 policy constant must be added to band 1 policies; a \$50 policy constant must be added to bands 2-4.

Issue Age	Male		Female		Unisex	
	Standard	Non Smoker	Standard	Non Smoker	Standard	Non Smoker
50	20.57	18.70	17.08	15.53	19.83	18.03
51	21.64	19.67	17.91	16.28	20.85	18.95
52	22.77	20.70	18.78	17.07	21.93	19.94
53	23.99	21.81	19.70	17.91	23.08	20.98
54	25.28	22.98	20.68	18.80	24.30	22.09
55	26.65	24.23	21.73	19.75	25.60	23.27
56	28.12	25.56	22.83	20.75	26.97	24.52
57	29.67	26.97	24.00	21.82	28.44	25.85
58	31.34	28.49	25.26	22.96	30.01	27.28
59	33.12	30.11	26.60	24.18	31.68	28.80
60	35.01	31.83	28.04	25.49	33.47	30.43
61	37.05	33.68	29.60	26.91	35.39	32.17
62	39.23	35.66	31.27	28.43	37.44	34.04
63	41.56	37.78	33.07	30.06	39.64	36.04
64	44.06	40.05	35.00	31.82	42.00	38.18
65	46.72	42.47	37.06	33.69	44.51	40.46
66	49.58	45.07	39.26	35.69	47.19	42.90
67	52.62	47.84	41.64	37.85	50.06	45.51
68	55.89	50.81	44.19	40.17	53.14	48.31
69	59.43	54.03	46.98	42.71	56.46	51.33
70	63.24	57.49	50.02	45.47	60.05	54.59
71	67.34	61.22	53.33	48.48	63.92	58.11
72	71.70	65.18	56.95	51.77	68.05	61.86
73	76.43	69.48	60.89	55.35	72.52	65.93
74	81.48	74.07	65.00	59.23	77.32	70.29
75	86.83	78.94	69.35	63.43	82.42	74.93
76	92.53	84.12	74.00	67.95	87.86	79.87
77	98.60	89.64	78.98	72.83	93.65	85.14
78	105.07	95.52	84.34	78.12	99.85	90.77
79	112.04	101.85	90.13	83.88	106.54	96.85
80	119.55	108.68	96.43	90.19	113.78	103.44
81	127.67	116.06	103.31	97.10	121.14	110.58
82	136.43	124.03	110.78	104.64	128.34	118.30
83	145.81	132.55	118.88	112.84	136.01	126.61
84	155.33	141.59	127.60	121.72	144.12	135.47
85	163.77	151.10	136.83	131.27	152.59	144.86
86	172.48	161.06	146.74	141.55	161.55	154.79
87	181.61	171.54	157.24	152.62	171.01	165.32
88	191.38	182.63	168.69	164.64	181.31	176.58
89	201.82	194.56	181.08	177.80	192.43	188.78
90	213.33	207.68	195.05	192.39	204.93	202.28
91	226.50	222.47	210.88	208.91	219.24	217.54
92	242.32	239.74	229.37	228.12	236.26	235.39
93	262.38	260.78	251.81	251.27	257.45	257.10
94	288.58	287.90	280.40	280.40	284.91	284.91
95	324.51	324.51	318.93	318.93	322.22	322.22
96	376.16	376.16	372.43	372.43	374.59	374.59
97	451.73	451.73	449.76	449.76	450.79	450.79
98	562.65	562.65	562.65	562.65	562.65	562.65
99	777.28	777.28	777.28	777.28	777.28	777.28

Target Premium Rates for Variable Universal Life

Target Premiums Per \$1000 of Face Amount

Note: a \$30 policy constant must be added.

Issue Age	Male/ Unisex	Female	Issue Age	Male/ Unisex	Female
0	\$2.80	\$2.23	41	\$13.51	\$10.89
1	\$2.75	\$2.22	42	\$14.14	\$11.37
2	\$2.85	\$2.29	43	\$14.81	\$11.88
3	\$2.94	\$2.36	44	\$15.52	\$12.41
4	\$3.05	\$2.45	45	\$16.26	\$12.96
5	\$3.15	\$2.53	46	\$17.05	\$13.55
6	\$3.26	\$2.62	47	\$17.88	\$14.16
7	\$3.39	\$2.72	48	\$18.76	\$14.81
8	\$3.52	\$2.82	49	\$19.69	\$15.49
9	\$3.66	\$2.93	50	\$20.68	\$16.11
10	\$3.82	\$3.05	51	\$21.73	\$16.98
11	\$3.97	\$3.16	52	\$22.84	\$17.79
12	\$4.15	\$3.29	53	\$24.02	\$18.64
13	\$4.32	\$3.42	54	\$25.27	\$19.54
14	\$4.48	\$3.55	55	\$26.59	\$20.49
15	\$4.66	\$3.70	56	\$28.00	\$21.50
16	\$4.85	\$3.84	57	\$29.49	\$22.58
17	\$5.02	\$3.98	58	\$31.07	\$23.73
18	\$5.21	\$4.15	59	\$32.76	\$24.97
19	\$5.38	\$4.32	60	\$34.56	\$26.30
20	\$5.58	\$4.48	61	\$36.49	\$27.73
21	\$5.78	\$4.66	62	\$38.54	\$29.28
22	\$6.01	\$4.85	63	\$40.74	\$30.93
23	\$6.23	\$5.05	64	\$43.08	\$32.71
24	\$6.47	\$5.26	65	\$45.58	\$34.61
25	\$6.73	\$5.48	66	\$48.24	\$36.64
26	\$7.00	\$5.72	67	\$51.09	\$38.83
27	\$7.30	\$5.95	68	\$54.14	\$41.19
28	\$7.61	\$6.22	69	\$57.42	\$43.76
29	\$7.95	\$6.48	70	\$60.96	\$46.57
30	\$8.31	\$6.76	71	\$64.77	\$49.65
31	\$8.68	\$7.06	72	\$68.87	\$53.03
32	\$9.05	\$7.37	73	\$73.26	\$56.70
33	\$9.45	\$7.70	74	\$77.95	\$60.69
34	\$9.87	\$8.05	75	\$82.93	\$65.02
35	\$10.31	\$8.42	76	\$87.34	\$69.69
36	\$10.78	\$8.79	77	\$92.68	\$74.76
37	\$11.27	\$9.17	78	\$98.36	\$80.29
38	\$11.78	\$9.57	79	\$104.47	\$86.35
39	\$12.33	\$9.99	80	\$111.09	\$93.04
40	\$12.90	\$10.43			

Target Premium Rates for Variable Universal Life 2000

Target Premiums Per \$1000 of Face Amount

Note: a \$50 policy constant must be added.

	NonSmoker			Standard		
	Male	Female	Unisex	Male	Female	Unisex
0	---	---	---	2.83	2.29	2.72
1	---	---	---	2.81	2.30	2.71
2	---	---	---	2.89	2.37	2.79
3	---	---	---	2.99	2.45	2.88
4	---	---	---	3.09	2.52	2.98
5	---	---	---	3.20	2.61	3.07
6	---	---	---	3.30	2.70	3.19
7	---	---	---	3.42	2.80	3.29
8	---	---	---	3.55	2.89	3.42
9	---	---	---	3.68	3.00	3.54
10	---	---	---	3.82	3.10	3.68
11	---	---	---	3.97	3.22	3.81
12	---	---	---	4.13	3.34	3.97
13	---	---	---	4.28	3.46	4.12
14	---	---	---	4.44	3.60	4.27
15	---	---	---	4.61	3.73	4.43
16	---	---	---	4.77	3.86	4.59
17	---	---	---	4.94	4.00	4.75
18	4.64	3.98	4.51	5.20	4.37	5.20
19	4.80	4.12	4.67	5.37	4.53	5.37
20	4.96	4.28	4.83	5.57	4.71	5.57
21	5.13	4.44	5.00	5.77	4.89	5.77
22	5.32	4.60	5.18	6.00	5.06	6.00
23	5.51	4.78	5.36	6.22	5.26	6.22
24	5.71	4.96	5.56	6.46	5.46	6.46
25	5.93	5.16	5.78	6.72	5.68	6.72
26	6.16	5.36	6.00	6.99	5.89	6.99
27	6.41	5.58	6.24	7.29	6.14	7.29
28	6.66	5.80	6.49	7.60	6.38	7.60
29	6.94	6.04	6.75	7.94	6.65	7.94
30	7.22	6.28	7.03	8.30	6.91	8.30
31	7.54	6.55	7.33	8.66	7.21	8.66
32	7.86	6.82	7.64	9.03	7.50	9.03
33	8.19	7.11	7.98	9.43	7.82	9.43
34	8.55	7.41	8.32	9.85	8.16	9.85
35	8.94	7.73	8.69	10.29	8.50	10.29
36	9.34	8.06	9.07	10.76	8.87	10.76
37	9.76	8.41	9.48	11.24	9.26	11.24
38	10.21	8.78	9.91	11.76	9.66	11.76
39	10.68	9.17	10.37	12.31	10.09	12.31
40	11.18	9.58	10.84	12.88	10.54	12.88
41	11.70	10.01	11.34	13.49	11.01	13.49
42	12.25	10.45	11.87	14.11	11.50	14.11
43	12.83	10.92	12.43	14.78	12.01	14.78
44	13.45	11.41	13.02	15.49	12.55	15.49
45	14.10	11.94	13.65	16.22	13.13	16.22
46	14.80	12.49	14.31	17.01	13.73	17.01
47	15.53	13.06	15.01	17.84	14.36	17.84
48	16.31	13.68	15.75	18.72	15.04	18.72
49	17.12	14.32	16.53	19.64	15.76	19.64
50	18.01	15.00	17.37	20.63	16.50	20.63

Target Premium Rates for Variable Universal Life 2000 (Cont.)

Target Premiums Per \$1000 of Face Amount

Note: a \$50 policy constant must be added.

51	18.94	15.72	18.25	21.68	17.29	21.68
52	19.93	16.48	19.19	22.79	18.12	22.79
53	20.98	17.29	20.19	23.96	19.02	23.96
54	22.09	18.14	21.25	25.21	19.95	25.21
55	23.29	19.05	22.38	26.53	20.96	26.53
56	24.55	20.02	23.57	27.93	22.03	27.93
57	25.90	21.04	24.86	29.42	23.14	29.42
58	27.35	22.14	26.22	30.99	24.35	30.99
59	28.88	23.31	27.66	32.68	25.64	32.68
60	30.52	24.58	29.21	34.48	27.04	34.48
61	32.28	25.93	30.87	36.40	28.52	36.40
62	34.16	27.40	32.65	38.45	30.14	38.45
63	36.16	28.97	34.55	40.65	31.87	40.65
64	38.31	30.65	36.58	42.97	33.72	42.97
65	40.60	32.45	38.75	45.47	35.70	45.47
66	43.04	34.37	41.05	48.12	37.81	48.12
67	45.66	36.43	43.52	50.96	40.07	50.96
68	48.45	38.66	46.17	54.01	42.53	54.01
69	51.47	41.07	49.02	57.28	45.18	57.28
70	54.72	43.71	52.08	60.81	48.08	60.81
71	58.21	46.59	55.40	64.61	51.25	64.61
72	61.91	49.74	58.92	68.70	54.68	68.70
73	65.92	53.16	62.74	73.08	58.26	73.08
74	70.18	56.86	66.83	77.76	62.11	77.76
75	74.70	60.87	71.17	82.73	66.23	82.73
76	79.52	65.19	75.80	87.47	70.65	87.13
77	84.64	69.86	80.73	93.10	75.37	92.45
78	90.11	74.94	86.03	99.13	80.47	98.12
79	96.00	80.50	91.76	105.61	86.14	104.21
80	102.40	86.61	97.99	112.64	92.81	110.81

Non-vested Policy Service Fee

If the Producer has been designated by the Company, in writing, as the Servicing Producer for a policy, a Policy Service Fee of 2% of renewal premiums paid beginning in policy year 11 will be paid to the Producer. No Policy Service Fee is payable on any term policies, VUL 2000, SPVUL, or NYLIAC Pinnacle VUL and SVUL policies.

EAP Determination:

To determine an EAP payment for a policy, multiply the applicable EAP rate below by the first year commissions paid during that half of the calendar month for that product. The total EAP¹ payment for that half of the calendar month is the sum of the results obtained for each product.

Single Premium Products and Riders:	37.5%
Pinnacle Variable Universal Life and	
Pinnacle Survivorship Variable Universal Life^{2,3,4}	60.0%
All Other Life Products upon which EAP is payable:	50.0%

¹All compensation and EAP for variable products is payable to the broker/dealer of record. Any information given variable products describes the gross compensation and EAP. Net rates of compensation and EAP will be determined by the broker/dealer.

²Please note that if a policy including the Alternate Cash Surrender Value is chosen, only 25% of the first year compensation will be payable in the year of issue. The deferred 75% will be paid in equal installments over the next 5 year period.

³If there is a surrender or 1035 exchange in the deferral period, deferred amounts will no longer be paid.

⁴If there is a surrender, lapse or 1035 exchange in the first six months, there will be a 100% chargeback of EAP. If there is a surrender, lapse or 1035 exchange in months six through 12, there will be a chargeback of 50% of EAP.

CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

Page 1

***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
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