

New York Life Company
Contracting Transmittal

Date: _____

New Agent/Agency Name: _____

Commission level: _____

Reports to: _____

Documents Attached

- Individual Contract
 or Representative Addendum to corp Background Resume
- Corporation confidential background resume
- Producer contract (2 sets)
- Res license
- Corp license
- E &O Coverage Certificate



New York Life Advanced Markets Network
 11400 Tomahawk Creek Parkway, Suite 200
 Leawood, KS 66211
 Phone: (888) 695-4748
 FAX (913) 906-4080

Individual Contract
 OR
 Representative Addendum
 to Corporate Background
 Resume

Date:	Name:	Years in business:
Social Security #:	Firm Name:	
Phone:	Legal Office Address:	
FAX:		
Date of Birth:	Driver's License State and Number:	
Home Address: _____ Home Phone: _____ E-Mail Address: _____	Proposed Insured Name: _____ First Year Premium: _____	
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? <i>Ind. Life</i> _____ <i>Annuities</i> _____ <i>Multi-Life/COLI</i> _____ <i>Health</i> _____ <i>Variable Products</i> _____ <i>Other</i> _____	
What was your total annualized life premiums paid for last year? <i>Less than \$100,000</i> _____ <i>\$100,000-\$199,999</i> _____ <i>\$200,000-399,999</i> _____ <i>\$400,000+</i> _____	How many salaried staff people work for your organization? 0-5 _____ 11-15 _____ 6-10 _____ 15+ _____	
1st year <i>life commission</i> last year: _____	How much professional liability (errors and omissions) insurance do you maintain? <i>none</i> _____ <i>\$1M/\$2M</i> _____ <i>\$2M/\$3M</i> _____ <i>\$3M/\$4M</i> _____ <i>Other</i> _____	
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) _____	
<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 _____	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.

X _____
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.

X _____
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 a 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 a contract.

Print Name: _____
 Signature: X _____
 Date: _____
 Social Security Number (for identification purposes only): _____
 Other names under which you have been known: _____

APPROVED
Date: _____
Initials: _____
Region: _____



New York Life Advanced Markets Network
 11400 Tomahawk Creek Parkway, Suite 200
 Leawood, KS 66211
 Phone: (888) 695-4748
 FAX (913) 906-4080

**CORPORATION CONFIDENTIAL
 BACKGROUND RESUME**

Date:	Firm Name:	Years in business:
TIN:	Legal Office Address: _____	
Phone:	_____	
FAX:	Corporation: ___ Partnership: ___ Sole Proprietorship: ___ Other: _____	
Please list the current officers and titles: _____ _____ _____		Proposed Insured Name: _____ First Year Premium: _____
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? <i>Ind. Life</i> _____ <i>Annuities</i> _____ <i>Multi-Life/COLI</i> _____ <i>Health</i> _____ <i>Variable Products</i> _____ <i>Other</i> _____
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? <i>Less than \$100,000</i> _____ <i>\$100,000-\$199,999</i> _____ <i>\$200,000-399,999</i> _____ <i>\$400,000+</i> _____ 1st year <i>life commission</i> last year: _____ Total <i>annuity premium</i> last year: _____		How much professional liability (errors and omissions) insurance is maintained? <i>none</i> _____ <i>\$1M/\$2M</i> _____ <i>\$2M/\$3M</i> _____ <i>\$3M/\$4M</i> _____ <i>Other</i> _____
Insurance carriers with which the corporation does business: (<i>Most frequent first</i>) 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 _____ 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 any current pertinent business affiliations concerning insurance and financial services that your company is working with other than the insurance carriers you have already listed.

Name of Affiliated Entity:	Business/Product Line:

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.

_____ X _____
 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 a 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 a contract.

Print Name: _____
 Signature: X _____
 Date: _____
 Social Security Number (for identification purposes only): _____
 Other names under which you have been known: _____

APPROVED
Date: _____
Initials: _____
Region: _____



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-05)

(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 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 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 the Company 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, 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. 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, with E&O policy limits in amounts acceptable to New York Life. The E&O insurance coverage must include an extended reporting period endorsement that covers at least five years 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 rebating of any premium by the Producer

(g) A violation by the Producer of any federal or state law, rule or regulation or the rules or regulations of any other 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 of the Producer's license to act as an insurance producer, registered representative or investment advisor.

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 written consent of New York Life. The right to receive commissions under this Producer's 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. 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 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. Should New York Life, in its sole discretion, deem it appropriate at any time to cancel a policy and refund any premium on which the Producer received any payment, such payment shall be charged back to the Producer and shall constitute an indebtedness of the Producer to New York Life.

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 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.

19. 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."

(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

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: _____



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-05)

(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 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 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 the Company 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, 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. 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, with E&O policy limits in amounts acceptable to New York Life. The E&O insurance coverage must include an extended reporting period endorsement that covers at least five years 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 rebating of any premium by the Producer

(g) A violation by the Producer of any federal or state law, rule or regulation or the rules or regulations of any other 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 of the Producer's license to act as an insurance producer, registered representative or investment advisor.

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 written consent of New York Life. The right to receive commissions under this Producer's 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. 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 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. Should New York Life, in its sole discretion, deem it appropriate at any time to cancel a policy and refund any premium on which the Producer received any payment, such payment shall be charged back to the Producer and shall constitute an indebtedness of the Producer to New York Life.

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 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.

19. 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."

(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

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: _____

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.

New Producers

New producers are asked to meet the following requirements:

- \$20,000 minimum premium requirement on every case submitted until they earn the exclusive status - Established Producer. Refer below to items a) and b) **and/or**
- Multi-life cases that have a common affiliation, i.e. corporate sponsored, buy-sell, family employer owned, etc. that consist of three or more lives and \$25,000 or more annual premium will be considered as **one case** as criteria for initial contracting. Therefore, additional cases should meet the above requirement.

Producers will be unable to qualify for a New York Life Advanced Markets Network contact on the basis of term insurance alone. Once a producer has qualified as an Established Producer based on permanent life insurance, 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.