



**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: _____		Proposed Insured Name: _____
Home Phone: _____		First Year Premium: _____
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		<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> _____ 1st year <i>life commission</i> last year: _____		How many salaried staff people work for your organization? 0-5 _____ 11-15 _____ 6-10 _____ 15+ _____ 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) _____		
<b><i>If the answer is yes to any of the following, please attach an explanation.</i></b>		
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: \_\_\_\_\_

<b>APPROVED</b>
Date: _____
Initials: _____
Region: _____



## **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:

<b>FOR QUESTIONS OR CONCERNS REGARDING:</b>	<b>PLEASE CONTACT:</b>
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



## California, Minnesota & Washington State Applicants Only

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

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

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

The consumer reporting agency providing the report is:

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

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

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

A copy will be provided to you at no charge.

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



## California Applicants Only

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

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

1. Visually inspect your file if you appear in person and furnish proper identification. You shall be permitted to be accompanied for this purpose by one other person of your choosing.
2. You may obtain a copy of your file for a fee not to exceed the actual cost of duplication.
3. With proper identification, you may obtain a copy by certified mail if you make a written request for copies to be sent to a specified addressee.
4. With proper identification, you may obtain a summary of all information contained in your file by telephone, if you make a written request and either prepay for the telephone call, or have the call charged directly to you.

Should you have any questions regarding these procedures, please do not hesitate to contact the consumer reporting agency directly.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_



**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

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

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

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

22. 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.

23. 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.

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

25. 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.

26. The following Sections shall survive termination of the Contract by either party for any reason: 7, 8, 9, 12, 19, and 21.

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: \_\_\_\_\_

MGA: Madison Brokerage Corp