

# Commission Direct Deposit Request

Chase Insurance Life and Annuity Company (CILAAC/"the Company")  
Chase Insurance Life Company (CILC/"the Company")  
Chase Insurance Life Company of New York (CILCONY/"the Company")  
Kemper Investors Life Insurance Company (KILICO/"the Company")  
Fidelity Life Association, A Mutual Legal Reserve Company (FLA/"the Company")

Administrative Offices:  
2500 Westfield Drive,  
Elgin, IL 60123-7836  
847/930-7000 Ext. 2132

In order to initiate the direct deposit of commission earned during the period of your appointment with the Company, the following information must be completed.

## Please Print

Agent/Agency Name

Date

Business Phone

Fax Number

Email Address

SSN/TIN

This account is (check one):  Checking Account  Savings Account

Account Name

9 Digit ABA Number

Account Number

Bank Name

City

State

Zip Code

To assist in sending a confirmation that your direct deposit request has been processed, please provide your business address information.

Name

Street/PO Box

City, State, Zip Code

**Note: Please do not assume that your commission will be deposited into your account because you have direct deposit. Always check your commission statement to determine the amount deposited into your account. Allow at least 3 business days for direct deposit to be processed into your account.**

Questions regarding this information can be directed to the Commission Department 847/930-7902.

Agent Signature

**Mail to:** Chase Insurance, Commission Department, 2500 Westfield Drive, Elgin, IL 60123-7836  
(attach a voided or cancelled check from your banking institution)

**Or Fax to:** Chase Insurance, Commission Department 847-874-0813  
You are responsible for ensuring all information is correct.

# Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number								
				+				

or

Employer identification number								
				+				

List account number(s) here (optional)

## Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here**      Signature of U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

### Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



# Commission Authorization

Chase Insurance Life and Annuity Company (CILAAC/"the Company")  
Chase Insurance Life Company (CILC/"the Company")  
Chase Insurance Life Company of New York (CILCONY/"the Company")  
Kemper Investors Life Insurance Company (KILICO/"the Company")  
Fidelity Life Association, A Mutual Legal Reserve Company (FLA/"the Company")

Applies only to Agents appointed with  
Chase Insurance Life and Annuity Company  
and Chase Insurance Life Company

Administrative Offices:  
2500 Westfield Drive,  
Elgin, IL 60123-7836  
847-930-7000  
Ext. 2132

A) Agent/Rep Commission payable to an agency/corp?  Yes  No  
(If yes, complete below. If no, complete Section B).

Agency/Corporation Name \_\_\_\_\_

Tax ID # \_\_\_\_\_ (attach a copy of Agency/Corporate License)

Name of Agent listed on Corporate License \_\_\_\_\_

B) Agent's Name (print) \_\_\_\_\_

Life Products:  
Agent's Commission Schedule \_\_\_\_\_

Fixed Annuities:

Agent's Commission for Chase Classic II – circle one of the following:

100%, 4.0, 3.5, 3.0, 2.5, 2.0, 1.5 or 0%

Agent's Commission for Chase Elite – circle one of the following:

100%, 6.5, 6.0, 5.5, 5.0, 4.5, 4.0 or 0%

\_\_\_\_\_ Option Available for Life Products Only \_\_\_\_\_

C) Please complete if an Agency/Manager is to receive a direct override commission on business written by the Agent.

Agency/Manager Name \_\_\_\_\_ Commission Schedule \_\_\_\_\_

Agency/Manager Tax ID# or SSN# or Code Number (if assigned) \_\_\_\_\_

I authorize the Company (s) to pay the above agent(s)/Broker(s) Commissions, according to the schedule indicated. I have personal knowledge of the above agent(s) to whom these commissions are to be paid. To the best of my knowledge and belief, the agent is trustworthy, and of good character, integrity and good business standing.

General Agent Signature \_\_\_\_\_

General Agent Number \_\_\_\_\_

Date \_\_\_\_\_

Return to Chase Insurance Department – Chase Insurance, 2500 Westfield Dr., Elgin, IL 60123-7836

Phone: (847) 930-7000 Ext. 2132 Fax: (847) 874-0639

Fidelity Life Association, A Mutual Legal Reserve Company ("FLA") is an independent insurance company owned by its policyholders. It is not part of the JPMorgan Chase & Co. family of companies.

# Producer Appointment Application

Chase Insurance Life and Annuity Company (CILAAC/"the Company")  
Chase Insurance Life Company (CILC/"the Company")  
Chase Insurance Life Company of New York (CILCONY/"the Company")  
Kemper Investors Life Insurance Company (KILICO/"the Company")  
Fidelity Life Association, A Mutual Legal Reserve Company (FLA/"the Company")

Administrative Offices:  
2500 Westfield Drive,  
Elgin, IL 60123-7836  
877/280-5102

PLEASE ANSWER ALL APPLICABLE SECTIONS COMPLETELY.

## Section 1: Appointment Information

Appointment for:  Individual  Corporation  Partnership  Sole Proprietorship

Type of appointment requested:  Life  Variable Annuity  Variable Life

State(s) to be appointed in: \_\_\_\_\_ (Attach copies of licenses)

Type of license currently held (provide copies)  Life  Life A/H  Variable Life  Variable Annuity

**Note: General Agent and Broker Dealer must be contracted before a representative is appointed. Corporations must hold a valid license in all states, where applicable, in which agents/representatives will solicit business. A copy of the agent/representative individual state license and NASD Form U4 must be submitted with this application.**

## Section 2: Producer Information

\_\_\_\_\_  
Producer \_\_\_\_\_  
Producer Number Assigned by General Agent/Broker Dealer

\_\_\_\_\_  
Business Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip

\_\_\_\_\_  
Resident Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Social Security Number (Tax I.D. Number) \_\_\_\_\_  
Place of Birth \_\_\_\_\_  
Date of Birth

What is your primary business activity (check only one)

Life Insurance Agent/Broker  Financial Planner  Registered Rep  Property/Casualty Agent  
 Qualified Plans (TSA, 401K, etc)  Health Insurance Agent  Other \_\_\_\_\_

Are you NASD registered?  Yes  No What series? \_\_\_\_\_

If yes, who is your Broker Dealer? \_\_\_\_\_

CRD Number: \_\_\_\_\_

## Section 3: General Agent/Broker Dealer Information

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip

\_\_\_\_\_  
General Agent Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-Mail Address

**Section 4: Background Information**

Please attach details for any question answered yes.

- a) Has any insurance license held by you ever been refused, suspended, revoked or been the subject of any administrative action by this state or any other state?  Yes  No
- b) Have you ever filed for bankruptcy, been charged with, pled guilty or nolo contendere to, or been found guilty of felony or misdemeanor charges including motor vehicle infractions, or any crime involving moral turpitude, or had charges pending against you at any time  Yes  No
- c) Are you currently covered by Errors and Omission Insurance?  Yes  No  
 Insurer \_\_\_\_\_ Coverage Amount \$ \_\_\_\_\_  
 If you have ever made a claim, attach separate sheet with details.

**Section 5: Employment History (Complete only if applying for appointment in Florida, Mississippi, Alabama, Georgia, Ohio or Pennsylvania.) History must cover past 5 years. Attach separate sheet if necessary.**

From	To	Company Name	Position		
Contact Person		Street Address	City	State	Zip
From	To	Company Name	Position		
Contact Person		Street Address	City	State	Zip

**Section 6: Code of Conduct Agreement**

I have read the Company's Ethics Guide found on the www.chaseinsurancecompany.com Information for Representatives page, and certify that I understand, and will comply with, the company's policies, procedures, and code of ethical market conduct.

By signing below I acknowledge that I will make recommendations and present products consistent with the insurable needs and financial objectives of my clients; I will provide honest and accurate disclosure of information so that my clients can make an informed buying decision; I will establish and maintain the trust of my clients by treating them with respect and by delivering them quality service; I will maintain the privacy of my clients by protecting their confidential information; I will refrain from disparaging competitors and agents; I will make every attempt to further my education and will maintain awareness of industry laws and company procedures; I will communicate any client concerns or complaints to the company in a timely manner and will notify the company of any violation of the ethical conduct code; and I will maintain a current license and valid appointment in all states in which I solicit the sale of the Company products to customers.

Statements made herein are representations upon which the Company may rely when considering my request for appointment. This information is complete and accurate to the best of my knowledge and belief. I understand and agree that, if appointed, any material misrepresentation of facts herein provided may be the basis for termination.

Signature	Date
-----------	------

**Section 7: Consent to Request Consumer Report and/or Investigative Consumer Information**

I understand that the Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for employment and/or application for appointment as a General Agent/Agent/Broker (circle one). I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on your credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics, mode of living, whichever are applicable. I understand such information may be obtained through person interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature of scope of the investigation conducted.

I hereby consent to this investigation and authorize the Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information.

I agree the Company has the right to release any information revealed by this investigation to any State requiring it.

Driver's License #: \_\_\_\_\_

# Soliciting Broker's Agreement

**Chase Insurance Life Company  
of New York (CILCONY/"the Company")**

Administrative Offices:  
2500 Westfield Drive,  
Elgin, IL 60123-7836  
847-930-7000  
Ext. 2132

In this AGREEMENT, the words "you", "your" and "yours" refer to the Soliciting Broker's Agent named on the first page of this AGREEMENT and the words "us", "we", "our" and "Company" refer to Chase Insurance Life Company of New York.

In signing this AGREEMENT, you and the Company agree to comply with its terms and that it shall be effective on the last date shown below:

<b>SOLICITING BROKER</b>	<b>"COMPANY"</b>
Name of Soliciting Broker's Agency: _____	<input type="checkbox"/> CHASE INSURANCE LIFE COMPANY OF NEW YORK
(A Corporation / Partnership organized under the laws of the State of _____)	
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____, 20 ____	Date: _____, 20 ____
Broker's Agent Number: _____	
Name of General Agent: _____	
General Agent Number: _____	
Name of Broker Dealer: (if applicable) _____	

This agreement form consists of three (3) pages. The entire agreement between the parties consists of all of the amendments, materials, and items incorporated by reference by the Company as described in the Entire Agreement provision set forth in section 13 of this Agreement.

Please sign and return the first page to Chase Insurance Life Company of New York. Please retain the balance of the pages for your records.

If you have any questions, please contact

Chase Insurance Life Company of New York  
Licensing Department  
2500 Westfield Drive  
Elgin, IL 60123-7836  
1-847-930-7000 Ext 2132

Chase Insurance Life Company of New York  
Administration Office:  
2500 Westfield Drive  
Elgin, IL 60123-7836

# CHASE INSURANCE LIFE COMPANY OF NEW YORK SOLICITING BROKER'S AGREEMENT

In this AGREEMENT, the words "you", "your" and "yours" refer to the Broker's Agent named on the first page of this AGREEMENT and the words "us", "we", "our" and "Company" refer to Chase Insurance Life Company of New York. Upon the signing of the AGREEMENT, you and the Company agree as follows:

1. **AUTHORITY** - We authorize you (i) to solicit personally applications satisfactory to us for policies of life insurance and annuity contracts specified in the attached SCHEDULE OF COMMISSIONS AND ALLOWANCES and to send those applications to us, (ii) to collect the initial premium for those policies and contracts, (iii) to promptly send those premiums to us, and (iv) to make proper delivery of policies and contracts issued by us. All these activities shall be conducted in accordance with our rules and requirements governing them and it is agreed that:
  - A. All applications for our policies and contracts shall be made on our forms and completed applications and supporting documents shall be considered our property and promptly delivered to us.
  - B. All applications submitted to us shall be evaluated in accordance with our underwriting rules and regulations and any assumptions of legal liability on them shall be made at our sole discretion. All applications are subject to acceptance by the Company at its sole discretion.
  - C. All checks or money orders for initial premiums shall be drawn to our order unless prior written approval to designate another payee has been granted by an authorized officer of the Company and no such check or money order shall be endorsed by you.
  - D. The full initial premium for the mode of premium selected must be collected by you on or before delivery of any life insurance policy or annuity contract.
  - E. All money you receive as payment of any premium on our policies or contracts shall be held in a fiduciary capacity only and promptly sent to the Company.
2. **LIMITATION OF AUTHORITY** - Unless provided in the AGREEMENT, you shall have no authority to:
  - A. alter, modify, waive or change any of the terms, rates or conditions of our applications, policies or contracts, or any other Company form;
  - B. make any representations to any person concerning the policies or contracts covered by the AGREEMENT except as may be contained in the sales literature, rate manual, material and advertising furnished by us or previously approved in writing by an authorized officer of the Company;
  - C. print, publish, use or disseminate any advertisement, sales literature, circular, policy analysis, mailing piece or other document relating to policies or contracts to be marketed under this AGREEMENT or relating to us unless such material has been first submitted to us for review and such printing, publication, use or dissemination has been authorized in writing by an authorized officer of the Company. Any such use shall be subject to any terms, conditions or limitations which may be imposed by us in the Authorization;
  - D. incur any indebtedness whatsoever in behalf of or in the name of the Company.
  - E. recruit agents and to appoint brokers to represent you in the solicitation of life insurance policies and annuity contracts.
3. **RESPONSIBILITIES OF THE PARTIES**
  - A. **RECORDS** - You will keep proper records and accounts as specified by us relating to the business transacted under the authority of this appointment. We reserve the right, during regular business hours, to review and make copies of these records or accounts. Upon request you will account in the manner prescribed by us for all Company materials provided to you.
  - B. **LICENSING** - As long as this AGREEMENT remains in force, you shall maintain the appropriate state insurance license and we will obtain necessary state appointments for you. You agree to maintain signed copies of all documents submitted for license and appointment requests. We will pay any state appointment fees that are required. In addition, we shall pay for the renewal of such state appointments provided that you have had production at levels satisfactory to the Company in the prior twelve months. You agree to promptly advise the Company in writing if you have had an insurance license terminated or suspended in any jurisdiction or if you have been convicted of any felony.
  - C. **CONDUCT** - You will conduct your activities as authorized in this AGREEMENT in the best interests of the customer and in accordance with all laws and regulations in force in the jurisdictions in which you are authorized to transact business. Your activities should promote the best interests of the Company.
  - D. **SUPERVISION** - You agree to supervise your staff as provided in this AGREEMENT and to cause them to comply with all rules, regulations, and obligations imposed on you.
  - E. **INDEMNIFICATION** - You shall be responsible to us for any acts and/or omissions by yourself and/or by your staff, whether intentional or otherwise, and shall indemnify and hold us harmless from any loss or expense on account of any such acts and/or omissions by you or any of your staff which are not authorized by the terms of this AGREEMENT.
  - F. **COOPERATION** - You and the Company agree to cooperate fully with each other in any state or federal regulatory investigation or proceeding to the extent that it is related to matters pertaining to this AGREEMENT. Upon the Company's request, you agree to provide the Company with a copy of any governmental report which pertains to your insurance license or insurance activities.
  - G. **COMPLIANCE**-You and the Company agree to comply with the requirements of Article Twenty-One of the New York State Insurance Law and the regulations pertaining thereto.
  - H. **REPLACEMENTS** - You agree to comply with our policies and procedures concerning the replacement of life insurance and annuities and the replacement laws and regulations in effect in the state of New York. For any transaction involving a replacement, we require you to recommend the replacement of an existing policy only when it is in the best interest of the customer and fully disclose all relevant information to the customer including a description of the type of replacement and an explanation of assumptions, risks involved in a replacement and the various transactions involved.
4. **RESERVATION OF RIGHTS** - In addition to other rights set forth in this AGREEMENT, we specifically reserve the right to (i) modify or amend any policy or contract form or its premium rates, (ii) discontinue or withdraw any policy or contract form from any state, (iii) fix maximum and minimum limits on the amounts for which any policy or contract form may be issued, (iv) modify or alter the conditions or terms under which any policy or contract form may be sold, (v) cease doing business in any state, (vi) amend, modify, delete or add any Company rule or regulation upon giving you written notice of the change, and (vii) require that you be bonded in a manner and amount which bears a reasonable relationship to the composition and volume of your business with the Company.
5. **COMMISSIONS** - We will pay you as full compensation for services rendered commissions and/or service allowances at the rates provided and subject to the terms and conditions contained in the applicable SCHEDULE OF COMMISSIONS AND ALLOWANCES made available to you. First year and renewal commissions shall be fully vested to you as they accrue (except for termination for cause described in section 5 below). All other forms of compensation are not vested, unless otherwise indicated in writing by the Company. You will be paid a commission on your gross sales, if any, without deduction for taxes (other than the Federal Insurance Contributions Act or "FICA" Taxes) which commission shall be directly related to sales or other input. You shall not receive compensation, commissions or any other remuneration related to the number of hours you work.

**6. TERMINATION** - This AGREEMENT shall be subject to immediate termination at any time by you, or by the Company, upon receipt of written notice to the other party. The notice shall be delivered personally, sent to the last known address of the other party via United States Mail or courier service or sent via facsimile or through the Internet.

This AGREEMENT shall automatically terminate if any one of the following events occur:

1. You die or are adjudged legally incompetent. In event of your death, such compensation as may be due under this AGREEMENT shall be payable to your estate. For corporations, upon dissolution, such compensation will be paid in accordance with controlling law. For partnerships, upon death of any member, the Company shall continue to pay such compensation as may become due under this AGREEMENT to the partnership unless or until properly notified to the contrary in writing by any party claiming interest in such compensation.
2. You cease doing business in the legal format indicated above your signature on this AGREEMENT.

In the event of termination as provided in this AGREEMENT:

1. Any commissions or allowances remaining payable to you shall be paid in accordance with the provisions contained in the SCHEDULE OF COMMISSIONS AND ALLOWANCES;
2. The Company reserves the right at its discretion to appoint a licensed agent to service the business produced under this AGREEMENT.
3. You or your legally appointed representative agree, upon demand, to deliver all of the Company's property to us and shall, upon demand, repay any existing indebtedness owed to us;
4. You or your legally appointed representative shall carry out all residual obligations which arose while this AGREEMENT was in force;
5. If any payments to you under this AGREEMENT fail to exceed \$1,000.00 in any calendar year, we shall, after the end of such year, have the option, exercisable in our sole discretion, of purchasing from you any future commissions and allowances payable for their present value. "Present Value" as used here means the value of such commissions and allowances determined by us on the basis of accepted actuarial practices.

This AGREEMENT may be terminated for cause if you or your staff have wrongfully withheld any funds, property or documents belonging to the Company; have misrepresented any product or service offered by or through the Company; have induced any policyowner to relinquish a Company policy or contract when not in the best interests of the policyowner; have induced any agent of the Company to no longer solicit Company products; or have failed to comply with the terms of this AGREEMENT or the Company's rules and regulations currently in force or later brought to your attention. Upon termination for cause, you shall have no further rights or privileges under this AGREEMENT, and all monies including any fees, or other compensation or first year or renewal compensation otherwise payable under this AGREEMENT shall be immediately forfeited.

**7. INDEBTEDNESS** - Any indebtedness owed at any time by you to any of the entities identified as the Company in this AGREEMENT shall be a first lien against the total of any amounts due you under the terms of this AGREEMENT from any of the entities identified as the Company in this AGREEMENT.

The Company may offset against any claim for compensation payable by the Company to you under this AGREEMENT or under any other AGREEMENT with the Company or with any affiliate of the Company now or hereafter existing, any existing or future indebtedness of yours to the Company or to any affiliate of the Company and any advances heretofore or hereafter made by the Company or by an affiliate to you.

Any such indebtedness may be debited to your account or you may be required to repay such amount immediately. In the event we are required to pursue formal collection procedures in order to collect any indebtedness under the terms of this AGREEMENT, you agree to be responsible for any expense incurred by us, be it the fee of a collection agent, attorney, or other costs, including court costs.

**8. RELATIONSHIP** - You shall be deemed to be an independent contractor and you shall be treated as such for all purposes including but not limited to federal and state taxation, withholding (other than Federal Insurance Contributions Act or "FICA" Taxes), Unemployment Insurance and Workers Compensation and nothing contained in this AGREEMENT shall be deemed to make you or your staff an employee of ours. You shall be free to exercise your own judgement and discretion as to the persons from whom you solicit applications, as to the time and place of solicitation, and as to the methods by which the desired results are to be obtained; but we may, from time to time, prescribe rules with respect to conduct of the business, which you agree to observe. You shall be permitted to work any hours you choose. You shall be permitted to work out of your own office or home. We reserve the right to provide you with an office, clerical support and supplies for your business use. Notwithstanding this reservation of rights, you bear your own expenses, including but not limited to automobile, travel, and entertainment expenses.

**9. COMPANY MATERIALS** - Any manuals, guides, books, tapes, programs, information portrayed or distributed via the Internet, and any other materials relating to the Company or our products and information contained in them, whether developed by us and delivered to you from time to time or developed by you with our approval as provided in this AGREEMENT, shall remain the sole and exclusive property of the Company; and shall be used solely in the solicitation of applications for policies and contracts covered by this AGREEMENT; and may not be reduced, disclosed, distributed or otherwise divulged in any way without the prior written approval of an authorized officer of the Company. Upon termination of this Agreement, such materials shall be promptly returned to the Company.

**10. ASSIGNMENT** - No actual or purported assignment of this AGREEMENT or any commissions accruing under it or any interest in it shall be honored until a copy has been submitted to us and acknowledged by an authorized officer. In acknowledging any such assignment, the Company will not assume any responsibility for the validity or sufficiency of it. Any assignment shall be subject to any indebtedness of yours owed to us then or later.

**11. WAIVER** - The forbearance or neglect of the Company to insist upon the performance of any terms of this AGREEMENT at any time or under any circumstances shall not constitute a waiver unless so agreed by you and an authorized officer of the Company in writing.

**12. CONSTRUCTION** -

- A. To the extent this AGREEMENT may be in conflict with any applicable law or regulation, the AGREEMENT shall be construed in a manner consistent with such law or regulation.
- B. The invalidity or illegality of any term of this AGREEMENT shall not be deemed to affect the validity or legality of any other term of this AGREEMENT.
- C. This AGREEMENT shall be construed in accordance with the laws of the state of Illinois.

**13. ENTIRE AGREEMENT** - As of the last date below, this AGREEMENT, including all existing and subsequent amendments and materials attached to it, or incorporated by reference by the Company, including, but not limited to, Company rules, regulations, rate manuals or commission schedules shall constitute the ENTIRE AGREEMENT between the parties and shall supersede any prior AGREEMENT or understanding of whatever nature between the Company and you relating to the solicitation of the types of products governed by the AGREEMENT. If any such AGREEMENT is in existence, it is hereby cancelled, except that on any business already issued, any commissions payable under the prior AGREEMENT shall, subject to all liens and assignments, continue to be paid in accordance with the terms of that AGREEMENT. This AGREEMENT in no way affects any contract or AGREEMENT which you may have with the Company pertaining to any other forms of insurance and annuities.

**14. AMENDMENT** - No amendment or waiver of the terms of this AGREEMENT (except as provided or reserved above) shall be effective unless it is in writing and signed by both you and by an authorized officer of the Company.

**15. ETHICAL CODE OF CONDUCT** - You acknowledge that you have read, understand, and will conduct your actions in strict accordance with the Company's Code of Ethical Market Conduct.