



Farmers
& Traders
Life Insurance Co.

A NEW YORK MUTUAL COMPANY

NOTE:

Commission Rider ACS 02/05 applies to the
Guaranteed Issue Senior Protector policy.

Commission Rider ACS 01/06 applies to the
New Century Senior Protector policy.

AGENT CONTRACTING CHECKLIST

Both FTLife and you, the **Agent**, want contracting to proceed as quickly as possible so that **COMMISSIONS** can be paid without delay. **YOU CAN HELP** this happen by following these simple instructions:

- PRELIMINARY CONTRACT INQUIRY** - Please complete all sections.
- PRE-EMPLOYMENT INQUIRY RELEASE** - Complete, sign and return top portion to the Home Office.
- LIFE INSURANCE MARKET PRACTICE COMPLIANCE STATEMENT** - Read, sign then return the signed top sheet, retain rest of statement for your records.
- AGENT CONTRACT** - After reading please sign on the back page. If an Agent will be reporting to a District Agent, the District Agent should sign as Supervising Agent, otherwise the General Agent should sign as Supervising Agent. (SIGN ONLY. Names, addresses and dates will be completed in the Home Office at time of contracting.) **NO FACSIMILE SIGNATURES, PLEASE.** Date of contract will coincide with the date of your first application.
- COMMISSION ADJUSTMENT FINANCIAL RESPONSIBILITY AGREEMENT** – Please read then sign and have General Agent sign.
- PRIVACY STATEMENT** – Please read and sign.
- AGENT QUESTIONNAIRE** - Please read and sign all sections. If you are not interested in the EFT program, draw a line through that section and do not sign where requested.
- ANNUALIZATION FORM** - To be completed and signed by the General Agent.
- ADVERTISING COMPLIANCE FORM** – Please read and sign.

CORPORATIONS ONLY

- CORPORATE AGENCY CONTRACT RIDER** - After reading have signed by Corporate President and Secretary.

RETAIN FOR YOUR RECORDS

- AGENT CONTRACT SCHEDULE OF COMMISSIONS**
- FIRST APPLICATION COVER SHEET** - Retain and attach to first application.
- PRIVACY SAFEGUARDS** – Review and retain.
- FCC DO NOT FAX RULES** – Review and retain.

REMEMBER TO RETURN WITH CONTRACTING MATERIAL

- COPY OF CURRENT STATE LICENSE**

If you have any questions regarding completion of the contracting material or would like step-by-step assistance please call Sheri Allen, Ext. 221, **BEFORE** mailing the contracting material to the Home Office.

SPECIAL NOTE: Contracting material received in the Home Office will be checked for accuracy. Upon receipt of all licensing requirements, a license will be applied for immediately for states in which licensing usually takes longer than 10 days, any items requiring completion will be requested from the Agency. **A CODE NUMBER WILL BE ASSIGNED** and contracts completed and returned to the Agency **UPON RECEIPT OF A SUBMITTED APPLICATION**, provided the file is completed and you are licensed.



A NEW YORK MUTUAL COMPANY

CONFIDENTIAL INQUIRY
DATE _____

NAME _____ USUALLY CALLED " _____ "

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH (for licensing purposes only) _____

YOUR NAME AS YOU WANT IT TO APPEAR
 ON COMPANY RECORDS AND PUBLICATIONS _____

RESIDENCE ADDRESS _____
 (St. & No.) (City) (State) (Zip Code)

If less than 5 years at current address:

PREVIOUS RESIDENCE: _____
 (St. & No.) (City) (State) (Zip Code)

BUSINESS ADDRESS: _____
 (St. & No.) (City) (State) (Zip Code)

TELEPHONE NUMBER-Res. () _____ Bus.() _____ FAX () _____

EMAIL: _____ WEBSITE: _____

FAX AND EMAIL AUTHORITY: I consent to receive faxes and email (faxes only, emails only, neither faxes or emails) sent by or on behalf of the Company.

 Producer Signature

BUSINESS EXPERIENCE

Indicate by an asterisk (*) any business you do not want us to contact prior to contracting.

Name, address, and phone number of business. NOTE: If self-employed, provide information for each Company with which you did business.	Month and Year	Annual income	Supervisor	Job title and duties
	From To			
	From To			
	From To			

(If more room is required, please continue on back.)

HAVE YOU EVER BEEN TERMINATED FROM ANY CONTRACT OR EMPLOYMENT RELATIONSHIP FOR CAUSE? NO YES if yes, explain

IS THERE ANY OTHER INFORMATION WE SHOULD KNOW ABOUT YOU, OR ANY AGENCY ASSOCIATES, THAT COULD REASONABLY BE EXPECTED TO NEGATIVELY EFFECT OUR DECISION TO CONTRACT YOU AND/OR YOUR AGENCY? NO YES If yes, explain

HAVE YOU DECLARED BANKRUPTCY WITHIN THE LAST TWO (2) YEARS? NO YES

HAVE YOU EVER BEEN CONVICTED OF A FELONY? NO YES (If yes, enclose copy of final disposition)

ARE YOU INDEBTED TO ANY LIFE INSURANCE COMPANY? NO YES If yes, debit is a result of: FINANCING; ANNUALIZATION; LOAN; OTHER (explain)

IS DEBT BEING REPAID? NO YES

NOTE: Discovery of undisclosed derogatory information following contracting could result in immediate termination of your contract.

PRE-APPOINTMENT INQUIRY RELEASE

In conjunction with my application for appointment as an agent for Farmers and Traders Life Insurance Company, I understand that investigative background inquiries may be made about me, including consumer, criminal, credit, and other reports as may be deemed necessary, and that previous and current companies with which I was or am licensed may be contacted. These reports will include information as to my character, financial history and business experience. I further understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as insurance company files which contain claims involving me. I also understand and agree that any information obtained from these sources may be shared with my General Agent, if any, and with my Regional Vice President, when deemed necessary by Farmers and Traders Life Insurance Company.

I understand that, in regards to credit history findings, I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this credit report.

I authorize, without reservation, any party or agency contacted by or at the request of Farmers and Traders Life, to furnish the above mentioned information now and at any time while I am contracted with Farmers and Traders Life Insurance Company.

I understand that based upon any adverse reports received by the Company, Farmers and Traders Life Insurance Company may terminate my appointment as an agent with the Company.

I hereby acknowledge that on _____, 20____, a written copy of the above notification was delivered to me.

Social Security Number

Address: _____

Signature of Prospective Agent

California, Minnesota and Oklahoma Applicants Only: Please check here to have a copy of your consumer report sent directly to you by Applicant Insight at the address listed above.

Detach lower portion and retain for your records-Return upper portion to Farmers and Traders Life

PRE-APPOINTMENT INQUIRY RELEASE

In conjunction with my application for appointment as an agent for Farmers and Traders Life Insurance Co, I understand that investigative background inquiries may be made about me, including consumer, criminal, credit, and other reports as may be deemed necessary, and that previous and current companies with which I was or am licensed may be contacted. These reports will include information as to my character, financial history and business experience. I further understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as insurance company files which contain claims involving me. I also understand and agree that any information obtained from these sources may be shared with my General Agent, if any, when deemed necessary by Farmers and Traders Life Insurance Co.

I understand that, in regards to credit history findings, I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this credit report now and at any time while I am contracted with Farmers and Traders Life Insurance Co.

I authorize, without reservation, any party or agency contacted by or at the request of Farmers and Traders Life, to furnish the above mentioned information.



A NEW YORK MUTUAL COMPANY

LIFE INSURANCE MARKET PRACTICE COMPLIANCE STATEMENT

The New York State Insurance Department has set forth new requirements for all New York Companies in the area of marketing and sales practices.

We have attached a copy of Circular Letter No. 2 issued by the Insurance Department for your information.

Please sign and return this letter acknowledging your receipt and review of Circular Letter No. 2. We need this statement for our files in the event of an audit by the insurance department.

These requirements apply to you regardless of whether or not you will be writing applications in New York State. This form must be signed and returned to the Home Office along with your contracts. Contracting will not be completed, nor commissions released until this form is signed.

Thank you.

The undersigned, a licensed agent of FTL, hereby acknowledges that:

1. he/she is familiar with the life insurance advertising rules and disclosure requirements of the New York State Insurance Department;
2. he/she will comply with these rules and requirements in conducting his/her life insurance operations and business; and
3. he/she will submit all life insurance advertising materials and illustrations that involve FTL to the company for review prior to use.

Dated: _____

General Agent/Agent Signature

Name Printed: _____

Witness: _____



STATE OF NEW YORK
INSURANCE DEPARTMENT
160 WEST BROADWAY
NEW YORK, NEW YORK 10013

Circular Letter No. 2 (1994)
January 31, 1994

TO: All Insurers Licensed to Write Life Insurance or Annuities
RE: Questionable Marketing and Sales Practices

It has come to the Department's attention that certain sales materials and marketing techniques currently being used in connection with the marketing and/or sale of life insurance and annuity products in this State involve practices that are misleading to consumers. Such questionable practices may include one or more of the following: the use of advertisements that tend to mislead and deceive the public, failure to provide truthful and adequate disclosure of all material and relevant information in advertising, mislabeling of products and selling unapproved products. A number of these practices were originated and used by agents, demonstrating an inadequate control by the company over the content, form and method of distribution of its advertisements. It is the opinion of the Department that such practices are violations of Sections 2123, 2403, 3201, and 4226 of the New York Insurance Law and Regulation No. 34-A (11 NYCCR 219).

The Department is currently in the process of investigating several life insurance companies for such possible violations. Further, the Department is aware of instances where New York domiciled insurers and their agents are not complying with rules and regulations regarding the marketing of such products in other jurisdictions. In order to address the Department's concerns, all authorized insurers issuing life and annuity products are directed pursuant to Section 308 of the New York Insurance Law to take the following actions immediately and report their findings to this Department by March 31, 1994:

1. Review Company Advertising Files and Practices to Ascertain Compliance with Regulation No. 34-A (Rules Governing Advertisement of Life Insurance and Annuity Contracts). Special attention should be directed to determine whether the company's system of control over the content, form and method of dissemination of all advertisements is adequate. All advertising, regardless of its origin, is the responsibility of the insurer whose policies are so advertised. This includes materials used or issued by an agent, solicitor or organization sponsoring the insurance for presentation to its members. Insurers are reminded, as they were by Circular Letter No. 3 (1992), that Section 7718 of the New York Insurance Law prohibits the use of the Life Insurance Guaranty Corporation of New York for the purpose of selling life or accident and health insurance or annuities or soliciting or inducing the purchase of such insurance.

The company's system of control should include the establishment of clear lines of communication, control and responsibility over the dissemination of advertising and promotional materials and a procedure for centralizing the ultimate approval of all such advertising with company officials whose compensation is not linked to sales.

A review of advertising files should be made going back for a three year period. In reviewing advertising material, special scrutiny should be applied with respect to the use of terms such as investment, deposit, and guaranteed, which when used in a certain context may be especially misleading and deceptive. Advertisements that emphasize investment or tax features and omit or minimize insurance features are prohibited. In conducting the review, company officials should ascertain whether an advertisement has the tendency or capacity to mislead or deceive based on the overall impression that the advertisement may reasonably be expected to create upon a person not knowledgeable in insurance matters.

2. Review Procedures for Completing Company Notice to Terminate an Agent (Termination Notice). Under Section 2112 of the New York Insurance Law it is the responsibility of every insurer and fraternal benefit society doing business in New York State and authorized to appoint agents to notify the Licensing Bureau of the Department upon termination of the appointment of each agent and to provide the full facts relative to such termination and the cause thereof.

If any aspect of the cause for terminating the appointment of an agent relates to the trustworthiness or competency of that licensee it is incumbent upon the insurer to provide that information to the Department in the Termination Notice regardless of whether the termination was by mutual consent.

Examples of information required to be reported to the Department include, but are not limited to the following: misrepresentation of the terms or cost of coverage; failure to disclose all aspects of a transaction to an insured; failure to remit premiums or other mishandling of premium funds; signing an insured's name to an application, a check or any other document; borrowing from an insured's policy without the knowledge and consent of the insured; failure to refund money due an insured; issuing checks which are dishonored by a bank; commingling premiums with other funds; failure to disclose all material underwriting information to the insurer or falsifying documents submitted; misleading advertising or any criminal, fraudulent or deceptive actions.

Should information relating to the trustworthiness or competency of a licensee be discovered subsequent to the termination of the appointment of that licensee by an insurer, it is incumbent upon that insurer to amend the Termination Notice to reflect the additional information.

Failure of an insurer to notify the Department of any aspect of the basis for terminating the appointment of an agent that would reflect adversely upon the trustworthiness or competency of the agent may subject that insurer to disciplinary action by the Department.

3. Examine Company Complaint Files to Determine Patterns of Abuse or Regionally Based Problems. A review of all complaint records for the last three years should be conducted with the purpose of identifying problems relating to the use of sales materials and solicitation practices by the company's sales force. The results of such review should determine a breakdown of complaints by product, type of complaint, agent or agency, and geographic area. A review should also be conducted to determine any unusual level of sales for a particular product among sales offices, agents, or other distribution channels that may indicate potential problems. Each company should provide to the Department a description of the methodology used to conduct its reviews.

A review should be made to determine whether the company has implemented the establishment of an internal consumer services department as requested by Circular Letter No. 11 (1978) and whether the staffing, authority, and reports generated by such department are adequate. In addition, a determination should be made as to whether department reports are made to an appropriate company official.

4. Review Internal Audit Procedures. Adequate procedures should be in place that provide for current evaluations of compliance with all statutes and regulations dealing with sales, advertising, product approvals and filing requirements in all jurisdictions where the company conducts business. If it is found that such procedures are not in place or are not being adequately enforced, detailed disclosure should be made to the Department. A reporting mechanism should be in place to insure that senior officers and board members are made aware of any significant findings of such internal audits. Periodic review of consumer complaint files should be conducted to identify business practices that may warrant specific action, and to identify any patterns of improper practices. Domestic life insurers are reminded that the scope and results of any internal audits are the responsibility of a committee of independent members of the board of directors.

If, after analyzing the results of the reports required hereunder and after evaluating any future action taken by the life insurance industry, it is determined by the Department that life insurers are not taking appropriate steps to remedy questionable marketing and sales practices, further action may be taken. Such action may include a finding by the Superintendent that certain advertising material or the use of certain terms therein is misleading and a requirement that particular insurers submit all their advertisements to the Department for approval prior to use.

The reports required by this Circular Letter shall contain an executed jurat in the form attached hereto. The reports and any questions relating to the content of this Circular Letter should be directed to:

Mr. Paul Boucher
Supervising Examiner
Life Insurance and Companies Bureau
New York State Insurance Department
160 West Broadway
New York, New York 10013
Telephone: (212-602-0309)

Very truly yours,
SALVATORE R. CURIALE
SUPERINTENDENT OF INSURANCE

**CONTRACTS
SHOULD BE
SIGNED ONLY!
DO NOT
COMPLETE
ANY OTHER PARTS**

YOUR AGENT'S CONTRACT

AGREEMENT, made and effective this _____ day of _____, 20____, between _____ of _____, _____ Agent for Farmers and Traders Life Insurance Company, of Syracuse, New York, herein called the Supervising Agent, and _____ of _____, herein called the Agent.

The following Riders are attached to and made part of this Agreement:

•Appointment and Authority.

The Supervising Agent hereby appoints the Agent to solicit and submit to the Company applications for insurance and annuities issued by the Company, to collect the first premiums on such insurance and to deliver policies and premium receipts when the terms and conditions governing such delivery shall have been satisfied. A Supervising Agent as referred to in this contract is either a General Agent or District Agent who is responsible for the supervision of the Agent and under whom the Agent is contracted.

•Statement of Relationship.

Nothing contained herein shall be construed to create the relationship of employer and employee between the Supervising Agent and the Agent or between the Company and the Agent. The Agent shall be free to exercise his own judgment as to the persons he will solicit for insurance, but the Company and the Supervising Agent may from time to time prescribe rules and regulations respecting the conduct of the business covered by this contract. Such rules and regulations shall be observed and conformed to by the Agent.

•Basis of Compensation.

The compensation of the Agent shall be in the form of commissions and service fees, if any, on business written by the Agent in accordance with the compensation schedules in effect at the time of the application for such business. The Company reserves the right to change rates, numbers of commissions, and service fees, and to otherwise modify schedules by giving written notice of same to the Agent. Any such change shall apply only to new business applied for after the effective date of the change. Such schedules are to be a part of this Agreement. The Company's decision with respect to any disputed commissions, fees, or other allowances shall be final.

•Renewal Commissions and Service Fees.

If any policy written under this Agreement shall cease to be in force on a premium-paying basis for a period of ninety days from the due date of the premium in default and be subsequently reinstated, the Agent shall not be entitled to any further renewal commissions and service fees on such policy unless the policy is reinstated through his effort.

•Offset Against Commissions and Service Fees.

The Supervising Agent shall have a first lien upon any commissions, service fees or other compensation due or which may become due the Agent, his executors, administrators or assigns, under this or any other Agreement as security for the payment of any debts or claims due or to become due the Supervising Agent from the Agent.

•Refund of Commissions and Service Fees.

If the Supervising Agent or the Company shall for any reason refund any premium on any policy issued on an application secured by the Agent, then the Agent shall on demand repay to the Company the commission and service fee received on such premium. This provision does not apply if made under the disability waiver provision of a policy.

•Limitations Upon Authority.

The Agent shall observe, comply and conform with all rules and regulations of the Company now existing or hereafter promulgated, and with all laws and Insurance Department rulings and regulations. The Agent shall not deliver any policy unless the applicant is in good health and insurable condition at the time of delivery. The Agent shall not deliver any policy after 60 days from the date the policy is mailed from the Home Office. The Agent shall have no power on behalf of the Company to make, alter or discharge any Contract, or waive any forfeitures or extend the time for paying a premium, or change, alter or modify the performance of any of the terms and conditions of any policy or other Contract to which the Company is a party or change or alter or amend any papers sent to him by the Company, or to receive any money due or to become due the Company except in an exchange for the Company's official receipt. All monies collected or received by the Agent for or on behalf of the Company shall be held in trust separate and distinct by the Agent in a separate account for the benefit of the Company and shall in no case be used by him in any manner, or for any purpose whatsoever, but shall be paid over to the Company or to its duly authorized representative in accordance with the Company's instructions. The Agent is not authorized to and is expressly forbidden from incurring any indebtedness, extending any credit or making any payments on behalf of the Supervising Agent or the Company without written authorization from them.

•Advertising.

The Agent or any person in the employ of the Agent shall not print, publish or distribute any advertisement, circular or pamphlet relating to the business or standing of this Company unless the same shall be authorized in writing by an officer of the Company. No material, charts, schedules, papers, documents, policies, circulars, pamphlets, or proposals shall be produced or reproduced by the use of machines, computers, or other equipment without the express authorization in writing by an officer of the Company.

•General Records and Documents.

The Agent shall keep in the manner prescribed or approved by the Company complete and accurate records of all transactions. Such records and accounts shall be available and subject to examination by the Company or Supervising Agent at all times and shall be the property of the Company whether paid for by it or not. All books, files, documents, policy record cards, except cards for those policies written by the Agent, related materials and copies thereof, correspondence and records of all kinds relating to the business of the Company shall be surrendered and turned over to the Company upon termination of this Contract.

•Licenses and Medical Fees.

The Company shall pay the fee for the full time Agent's resident state license which shall be obtained through the Company unless otherwise required by the Agent's resident state regulations. The Company will pay for medical examinations and inspection fees made in accordance with its instructions in regard to applicants, except in cases where policies which are issued as applied for shall not be put in force, in which event the Agent shall be required to pay for the medical examinations and inspection fees.

•Right to Decline, Limit or Rate-Up.

The Company reserves the right, in its sole discretion and without liability to the Agent to disapprove any application for insurance or annuity submitted to the Company by the Agent or any person under his supervision and to limit or restrict the amount or plan of insurance or annuity which the Company shall issue, and to require a higher premium than that which was applied for.

•Assignment.

No assignment of this Contract or of commission fees and other income earned or accrued or to accrue hereunder shall be valid unless authorized in writing by the Company. Any assignment shall be subject to all indebtedness and obligations of the Agent to the Company.

•Construction and Interpretation.

It is agreed that this Contract shall be construed, interpreted and enforced according to the Laws of the State of New York.

•Authorization.

The Supervising Agent authorizes, empowers and directs the Company in the event of his death, resignation, or removal, to assume or cause to be assumed by any successor or successors of the Supervising Agent this Contract and all rights of the Supervising Agent hereunder, and to pay or cause to be paid to the Agent or his legal representatives such commissions and service fees as may be payable under this Agreement in accordance with its terms and conditions, and to charge the same to the account of the Supervising Agent. The payment of such commissions by the Company shall release the Supervising Agent or his representatives and the Company from all liability hereunder.

•Stationery and Supplies.

The Company will furnish the Agent with such supplies, blank forms and circulars as it shall deem reasonable.

•Post-Termination Commissions.

Except as hereinafter provided in paragraph (c) under "Termination," upon termination of this Agreement the Supervising Agent will pay the Agent all first year commissions due on business written under the Agreement and will also pay the Agent the renewal commissions to which he would otherwise be entitled on business written under this Agreement except that the total number of policy years following the date of issuance of a policy during which renewal commissions will be payable to a terminated Agent shall not exceed the number of years shown on the table below based upon the years of service of the Agent at the date of termination of this Agreement:

<u>Years of Service As a Agent</u>	<u>Maximum Policy Years for which Renewal Commissions are Payable</u>
Less than 1 year	0
1 year but less than 2	1
2 years but less than 3	2
3 years but less than 4	3
4 years but less than 5	4
Over 5 years	5

However, renewal commissions will be considered fully vested if the total annualized life, health and annuity premiums (single premium policies and annuities not included) on Company business in force at the time of termination written by the Agent are at least \$100,000.

Payment of renewal commissions will cease after any calendar year in which the total commissions from life and health insurance paid to the Agent were less than \$500.

The Agent shall not be entitled to receive any service fees following termination of this Agreement unless continuing under another contract, other than a Broker Contract, with the Company with no break in service. In such case the Agent will also continue to receive credit toward vesting as if no contract change had taken place.

In the event of the death of the Agent at any time when first year or renewal commissions are payable hereunder as herein provided then all such commission accrued or thereafter to accrue in accordance with the provisions hereof shall be paid to the surviving spouse of the Agent and, upon his or her death, to his or her estate. If the Agent dies leaving no surviving spouse, such commissions shall be payable to the Estate of the Agent.

•Prior Contracts.

Execution of this Agreement by the parties hereto shall terminate the authority of the Agent to act under any prior Agreement between the Agent and the Company or between the Agent and any Agent of the Company.

•Termination.

(a) This Agreement may be terminated at any time for any reason by any party upon written notice to that effect to the other parties. It shall be terminated automatically by the death of the Agent.

(b) If the Agent shall willfully or knowingly (1) submit any false information, or (2) conceal any material facts concerning the medical or personal history of any applicant or proposed insured, or (3) commit fraud, or (4) withhold or convert to his own use money or documents belonging to the Company, or (5) violate any of the provisions or conditions of this Agreement, or (6) rewrite or cause to be rewritten with any other insurer any policy in force with the Company, whether or not such policy had been written by the Agent, without prior written consent of the Company, the Company or the Supervising Agent shall have the right to immediately terminate this Agreement by written notice to the Agent of such termination. Said termination shall be effective as of the date of mailing said written notice by certified mail to the last known address of the Agent.

(c) In the event of termination under paragraph (b) above, any and all interest the Agent may have in any commissions or any other compensation under this and previous contracts made with the Company or any of its agents shall be forfeited.

(d) The Agent agrees that he/she shall not, within two years after the termination of this contract, directly or indirectly, in any capacity, replace or cause to be replaced, any life, health, or disability insurance or annuities of and from any policyholder of the Company, or of any policyholder who has terminated insurance contracts of the Company within 90 days prior to the termination of this Agreement.

The Agent further agrees that he/she will not use values from products of the Company to fund the sale of any products sold by a competing organization for two years following termination of this Agreement.

The Agent further agrees that he/she shall not disclose any policyholder information to any third party by any means.

If this Covenant Not to Compete is violated during the two year period following termination of this contract, the Agent agrees that by the Agent's execution of the agreement, the Company shall have an absolute assignment of the Agent's right to any commissions generated as a result of the replacement of an existing insurance policy or a policy terminating as a policy with the Company within 90 days prior to the termination of this agreement; and an absolute assignment of any commissions or compensation due from Farmers and Traders Life to the Agent. Such assignment shall be in an amount equal to the first year compensation and expense originally paid to the Agent on the Farmers and Traders Life Insurance policy being replaced.

The absolute assignment of commissions is not a limitation of the rights of the Company to enforce the Covenant Not To Compete but is in addition to any other rights and remedies which the Company may have against the Agent.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto subscribed their names.

X _____
Agent

Supervising Agent

The Company hereby approves this Agreement. The Company guarantees payment of the commissions and service fees which the Supervising Agent shall be obligated to pay under this Agreement subject to all of the terms and conditions thereof. The Company further agrees that this Contract shall be terminated effective as of the date of termination of the Supervising Agent's Agency Contract.

Farmers and Traders Life Insurance Company

BY: _____
Thomas R. Bruton, CLU, FLMI
Assistant Vice President



**Farmers
& Traders**
Life Insurance Co.

A NEW YORK MUTUAL COMPANY

AGENT

**COMMISSION ADJUSTMENT
FINANCIAL RESPONSIBILITY AGREEMENT**

This Agreement made this _____ day of _____, 20____, between Farmers and Traders Life Insurance Company of Syracuse, New York (the Company), and _____, of _____ (the Agent).

This Agreement is a supplement to the Agent contract (the Contract) entered into between the parties hereto on the _____ day of _____, 20____. Except as specifically provided herein none of the terms, provisions, or conditions of the Contract, including all supplements, additions and amendments thereto, are hereby altered, waived, or amended in any manner.

In the event a Senior Protector Life Insurance Policy death benefit is paid, and the date of death is within one year of the effective date of said Senior Protector Life Insurance Policy, the Agent agrees to immediately repay to the Company any and all first-year compensation received by the Agent for the sale of said Senior Protector Life Insurance Policy.

The Agent agrees to immediately repay to the Company any and all first-year compensation received by the Agent for the sale of Flexible Premium Deferred Annuity (FPDA04) or Single Premium Deferred Annuity (SPDA04) if any of the following events occur:

1. Annuitant age at issue exceeded age 80 and annuitant's death occurs within one year of the effective date of the contract; AND (a.) the owner is not a natural person causing a death benefit to be paid; OR (b) the owner is a natural person and elects to take a full withdrawal within 60 days of the date of death of the annuitant.
2. Owner age at issue exceeded age 80 and owner's death occurs within one year of the effective date of the contract.

The Company shall have the right at any time to offset against any commissions, service fees, renewals, or other compensation due or which may become due to the Agent; any amounts that become due as a result of said death claims. In the event there are insufficient funds available to the Company from commissions, service fees, renewals and other compensation due to the Agent, the Company will require from the Agent immediate payment of any amount then due and owing. Should the Agent refuse to or be unable to pay to the Company the balance due and owing, the Agent agrees to confess judgment in the amount then due and owing to the Company.

In witness whereof, the parties have here unto set their hands on the day and year first above written.

X _____
General Agent

X _____
Agent

FARMERS AND TRADERS LIFE INSURANCE COMPANY

By: _____
Thomas R. Bruton, CLU, FLMI
Assistant Vice President

PRIVACY AGREEMENT

This Privacy Agreement is entered into by and between _____ of _____ (hereinafter referred to as "Producer") and Farmers and Traders Life Insurance Company of 960 James Street, Syracuse, New York,

In connection with the Producer's performing certain services for Farmers and Traders Life Insurance Company and its subsidiaries (hereinafter referred to as "Companies"), which may entail the Companies providing certain non-public, personal information about customers of the Companies to the Producer, the Producer agrees as follows:

1. All information provided by Companies will be kept confidential and will not, without the prior written consent of Farmers and Traders Life Insurance Company, be disclosed or utilized by the Producer or any representatives, employees, or others associated with the Producer.
2. The Producer agrees to inform all representatives, employees, and associates to whom it reveals the information of the confidential and proprietary nature of the information and shall reveal the information only to those who agree to be bound in writing to the terms of this Agreement.
3. All copies of the information will be returned to the Companies immediately upon the Companies' request.
4. The term "information" will not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Producer or any representative, employee, or associate of the Producer; (b) becomes available to the Producer on a non-confidential basis from a source other than the Companies; or (c) is required to be disclosed by law or legal process.
5. The Producer acknowledges that any intentional or unintentional disclosure of the information to a third party is a breach of this Agreement and a violation of existing law.
6. The Producer understands that monetary damages may result from the intentional or unintentional disclosure of information.
7. The Producer agrees to indemnify and hold harmless the Companies from any and all damages that result from the disclosure of information and further to be liable for all costs, expenses, and legal fees that may be incurred by the Companies as a result of the disclosure of information.
8. Information to be kept confidential by the terms of this Agreement includes all non-public, personal financial information and all non-public, personal health information.
9. The rights and obligations contained in this Agreement shall survive and continue after the return of all information to the Companies and shall bind the Producer in perpetuity.
10. All provisions of this Agreement will remain in effect until terminated in writing by the Companies.

Dated: _____

For: _____
(Producer's Name)

By: _____
(Producer's Signature)

Dated: _____

For: Farmers and Traders Life Insurance Companies
By: _____



Name: _____ Agency: _____

NOTE: Agent completes part B, C, & D

General Agent completes parts A, C & D

GENERAL AGENT PLEASE SIGN

A. GENERAL AGENT AFFIDAVIT OF AGENT APPOINTMENT.

This is to certify that I have investigated this Agent's character and background and am satisfied that he/she is trustworthy and is qualified to act as an Agent of Farmers and Traders Life.

_____ General Agent's Signature

AGENT PLEASE SIGN

B. LICENSE RENEWAL

I understand that in order for the Company to pay for my resident Life license renewal I must be on schedule to pay for at least the minimum production required for the year in which my license is renewed.

_____ Agent's Signature

GENERAL AGENT & AGENT PLEASE SIGN

C. COMMISSION STATEMENTS AND CHECKS

It is Company practice to mail commission statements and commission checks directly to the Agent's home address, unless otherwise requested by both the General Agent and Agent. ***By signing below both the General Agent and Agent are requesting that commission statements and checks be sent to the General Agency address.*** Express checks, if requested above, will always be sent to the General Agency address. (NOTE: Agent agrees to immediately furnish the Home Office with any home address changes.)

_____ Agent's Signature

_____ General Agent's Signature

D. REQUEST FOR DIRECT DEPOSIT OF YOUR COMPENSATION TO YOUR ACCOUNT

I authorize Farmers and Traders Life to transfer my compensation checks electronically to my account. I understand that it will take two (2) statements before direct deposit becomes effective.

_____ Agent's Signature

_____ General Agent's Signature

ENCLOSE VOIDED CHECK IF REQUESTING DIRECT DEPOSIT



**Farmers
& Traders
Life Insurance Co.**

A NEW YORK MUTUAL COMPANY

**PRODUCER (OTHER THAN GENERAL AGENT)
COMMISSION ADVANCE AGREEMENT**
Requires prior approval by Farmers and Traders Life Ins Co.

THIS AGREEMENT made this _____ day of _____, 20____, between Farmers and Traders Life Insurance Company of Syracuse, New York (hereinafter called "the Company") and _____ of _____, General Agent and _____ of _____, Producer.

In consideration of the mutual promises, obligations and conditions hereafter set forth, the parties agree as follows:

1. Where advances for annualized commissions are made by the Company to the Producer at the request of the General Agent; and where such advances are paid to the Producer and such Producer subsequently terminates; the Producer shall be and hereby agrees to be liable for 100% of:
 - (a) total advances due to the Company on account of policies that terminate before the completion of their first full premium paying year, and
 - (b) compensation amounts due the Company resulting from the return of premium to a policyowner.
2. The Producer hereby confesses judgment for any and all such amounts due under this Annualized Commission Advance Agreement. Proof of outstanding debt by the Producer to the Company shall be by commission statement which Producer consents to submission as such proof unless formal written objection is submitted with itemized accounting of any disputed amounts.
3. By signing below, the General Agent agrees that upon failure of the Producer to meet obligations of repayment of any advances made by the Company, the Company may proceed to collect from the General Agent two-thirds of unpaid amounts due and owing from the Producer. (100% if commissions are absolutely assigned to the General Agent.)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

<p>TO: General Agent</p> <p>Must complete this section for all producers whether or not requesting annualization and initial below.</p> <p>ANNUALIZE <input type="checkbox"/> DO NOT ANNUALIZE <input type="checkbox"/> AGENT NAME: _____</p> <p>DATE: _____</p> <p>GA INITIALS _____</p>
--

 Producer

 General Agent

FARMERS AND TRADERS LIFE INSURANCE COMPANY

By: _____
 Thomas R. Bruton, CLU, FLMI-Assistant Vice President



Farmers
& Traders
Life Insurance Co.

A NEW YORK MUTUAL COMPANY
Insurance solutions since 1912

Advertising Compliance

I, _____, Producer, understand that no marketing or advertising materials that refer to Farmers and Traders Life Insurance Company, its subsidiaries, or its products may be distributed to consumers without prior market conduct and legal review by the Farmers and Traders Compliance Department. This includes information posted on my website or the website of my agency. Also, I understand that linking to the FTL website is not permitted without written authorization from the Home Office.

Signature of Producer

Date

Farmers and Traders Life Insurance Company
960 James Street • P.O. Box 1056 • Syracuse, New York 13201-1056
Phone: (315) 471-5656 • (800) 347-0960 • FAX: (315) 471-3912 • www.FTLife.com



WHOLE LIFE PLANS

	1 st Year	2 - 3		4-10	
		Renewal	Service Fees	Renewal	Service Fees
Whole Life (New Century Classic Whole Life)	55	4	2	3	2
Simplified Issue Whole Life (New Century Permanent Protection)	55	4	2	3	2
Modified Benefit Whole Life (EOL-95)	55	4	2	3	2
Simplified Issue Whole Life (PACE)	45	4	2	3	2
Guaranteed Issue Whole Life (PACE)	40	4	2	3	2
Simplified Issue Whole Life (Senior Security) (Not available in NY)	45	4	2	3	2
Guaranteed Issue Whole Life (Senior Protector)	40	3	2	3	2

LIMITED PAYMENT LIFE PLANS

	1 st Year	2-3		4-10	
		Renewal	Service Fees	Renewal	Service Fees
Limited Payment Life to 85 (Flagship II)					
To Age 60	55	4	2	3	2
Age 60 and up	50	4	2	3	2

TERM PLANS AND RIDERS

	1 st Year	2 - 3		4 - 10	
		Renewal	Service Fees	Renewal	Service Fees
New Century Convertible Term (No compensation is payable on the New Century Convertible Term Policy Fee)					
10, 15, 20 Year Term Policies	40	1	2	1	2
Term Riders					
New Century Series	40	1	2	1	2
All Other Term Riders	40	Renewals and service fees at the same rates as base policy			

**INCREASING DEATH BENEFIT WHOLE LIFE INSURANCE RIDER
AND
SINGLE PREMIUM WHOLE LIFE RIDER
(PAID-UP ADDITION RIDERS)**

	1st Year	2 - 10	
		Renewal	Service Fees
Annual Premium	4	4	0
Single Premium	2.5	0	0

INTEREST SENSITIVE PLANS

		2 – 10			11 and up	
		1st Year	Renewal	Service Fees	Renewal	Service Fees
Target		50	2	1	0	2
Universal Life	Excess & Unusual	3	2	1	0	2

For Universal Life - A 50% first year commission is paid on the lesser of the planned or target premium. 3% commission is paid on unusual premium and planned premium in excess of the target premium. The base plan target premium will be increased by the cost of insurance for benefits and permanent ratings. The Insured's disability premium payment benefit, excess planned premiums and unusual (unscheduled) premiums are credited with 3% commission.

The policy year to which a premium payment applies is determined by the date the premium is credited to the policy.

DEFERRED ANNUITIES

		2 - 6			7 and up	
		Issue Age	1st Year	Renewal	Service Fees	Service Fees
Qualified and Non-Qualified Flexible Premium Retirement Annuity	0-75	3.5	3.5	0	2	
	76-80	2.75	2.75	0	2	
	81-85*	2.0	2.0	0	2	
Qualified and Non-Qualified Single Premium Annuity	0-75	3.5				
	76-80	2.75				
	81-85*	2.0				

*Full Chargeback of commission on owner death in 1st year if owner age exceeded age 80 at issue. Full chargeback of commission if full withdrawal due to annuitant death in 1st year is exercised and annuitant age exceeded age 80 at issue.

SINGLE PREMIUM IMMEDIATE ANNUITIES

		2 - 6			7 and up	
		Issue Age	1st Year	Renewal	Service Fees	Service Fees
Qualified and Non-Qualified Single Premium Annuity	0-75	3.5				
	76-80	2.75				
	81-85	2.0				
	86-95	1.0				

ACS 02/05



**Farmers
& Traders
Life Insurance Co.**

A NEW YORK MUTUAL COMPANY

AGENT'S CONTRACT
Schedule of First-Year Commission and
Renewal Commission

	2 - 3			4 - 10	
	1st Year	Renewal	Service Fees	Renewal	Service Fees

WHOLE LIFE PLANS

Whole Life (New Century Classic Whole Life)	55%	4%	2%	3%	2%
Simplified Issue Whole Life (New Century Permanent Protection)	55%	4%	2%	3%	2%
Modified Benefit Whole Life (EOL-95)	55%	4%	2%	3%	2%
Simplified Issue Whole Life (PACE)	45%	4%	2%	3%	2%
Guaranteed Issue Whole Life (PACE)	40%	4%	2%	3%	2%
Simplified Issue Whole Life (Senior Security) (Not available in NY)	45%	4%	2%	3%	2%

Guaranteed Issue Whole Life (Senior Protector) PA & NJ Only					
Ages 50 - 70	32%	3%	2%	3%	2%
Ages 71 - 75	27%	3%	2%	3%	2%
Ages 76 - 80	17%	3%	2%	3%	2%
Guaranteed Issue Whole Life (Senior Protector) All Other States					
Ages 50 - 70	37%	3%	2%	3%	2%
Ages 71 - 75	32%	3%	2%	3%	2%
Ages 76 - 80	27%	3%	2%	3%	2%

LIMITED PAYMENT LIFE PLANS

Limited Payment Life to 85 (Flagship II)					
To Age 60	55%	4%	2%	3%	2%
Age 60 and up	50%	4%	2%	3%	2%

TERM PLANS AND RIDERS

New Century Convertible Term (No compensation is payable on the New Century Convertible Term Policy Fee)					
10-, 15-, 20-Year Term Policies	40%	1%	2%	1%	2%
Term Riders					
New Century Series	40%	1%	2%	1%	2%
All Other Term Riders	40%	Renewals and service fees at the same rates as base policy			

**INCREASING DEATH BENEFIT WHOLE LIFE INSURANCE RIDER AND
SINGLE PREMIUM WHOLE LIFE RIDER
(PAID-UP ADDITION RIDERS)**

	1st Year	Renewal	Service Fees	Renewal	Service Fees
Annual Premium	4.00%	4%	0%	4%	0%

Farmers and Traders Life Insurance Company
960 James Street • PO Box 1056 • Syracuse, NY 13201-1056
Telephone: (800) 347-0960 • Fax: (315) 471-3912 • www.FTLife.com

Single Premium	2.5%	
----------------	------	--

INTEREST-SENSITIVE PLANS

	1st Year	2 – 10		Thereafter	
		Renewal	Service Fees	Renewal	Service Fees
Universal Life					
Target	50%	2%	1%	0%	2%
Excess & Unusual	3%	2%	1%	0%	2%

For Universal Life - A 50% first-year commission is paid on the lesser of the planned or target premium. 3% commission is paid on unusual premium and planned premium in excess of the target premium. The base plan target premium will be increased by the cost of insurance for benefits and permanent ratings. The Insured's disability premium payment benefit, excess planned premiums, and unusual (unscheduled) premiums are credited with 3% commission.

The policy year to which a premium payment applies is determined by the date the premium is credited to the policy.

DEFERRED ANNUITIES

	Issue Age	1st Year	2 - 6		Thereafter
			Renewal	Service Fees	Service Fees
Qualified and Non-Qualified Flexible Premium Retirement Annuity	0-75	3.50%	3.50%	0%	2%
	76-80	2.75%	2.75%	0%	2%
	81-85*	2.00%	2.00%	0%	2%
Qualified and Non-Qualified Single Premium Annuity	0-75	3.50%			
	76-80	2.75%			
	81-85*	2.00%			

*Full Chargeback of commission on owner death in 1st year if owner age exceeded age 80 at issue. Full chargeback of commission if full withdrawal due to annuitant death in 1st year is exercised and annuitant age exceeded age 80 at issue.

SINGLE PREMIUM IMMEDIATE ANNUITIES

	Issue Age	1st Year	2 - 6		7 and up
			Renewal	Service Fees	Service Fees
Qualified and Non-Qualified Single Premium Annuity	0-75	3.50%			
	76-80	2.75%			
	81-85	2.00%			
	86-95	1.00%			



Farmers
& Traders
Life Insurance Co.

A NEW YORK MUTUAL COMPANY

Date _____

FIRST APPLICATION COVER SHEET

TO: Sheri Allen

NOTE: ALL FUTURE APPLICATIONS SHOULD BE MAILED DIRECTLY TO THE UNDERWRITING DEPARTMENT

FROM: (Please Print)

AGENCY: _____

If you have any questions regarding this application I can be reached at:

Telephone Number _____

I understand that my code number will be assigned as soon as this application is received in the Home Office.

MAIL TO:

**Farmers and Traders Life Insurance Co.
960 James St.
PO Box 1056
Syracuse, NY 13201-1056**



Farmers
& Traders
Life Insurance Co.

A NEW YORK MUTUAL COMPANY
Insurance Solutions Since 1912

Privacy Safeguards Protection of Non-Public, Personal Information Including an Overview of Your General Agent/Agent Responsibilities

In order to comply with the Gramm-Leach-Bliley Act of July 1, 2001, all insurance carriers and producers are required to adopt a privacy policy to protect and ensure the privacy of non-public, personal information about their customers.

Farmers and Traders Life Insurance Company's Privacy Policy: We hold all non-public, personal information provided to Farmers and Traders Life Insurance Company in strictest confidence. We will not share any information provided to us to third parties without the expressed written consent of the customer. Our privacy policy applies to all applicants, policyholders, and former policyholders of Farmers and Traders Life Insurance Company.

Farmers and Traders Life Insurance Company defines non-public, personal information as:

- Non-public, personal financial information, such as personally-identifiable financial information including, but not limited to, account numbers, income, investments, insurance amounts, bank accounts, and investment accounts.
- Non-public, personal health information that identifies an individual who is the subject of the information, and which discloses health-related information about that individual.

We are permitted by law to share customer information with our General Agents/Agents within the *service provider* exception of the Gramm-Leach-Bliley Act. Written consent is given by the proposed policyowner, insured, and policy payor at the time an application is signed.

In this bulletin, we will explain your responsibilities as a General Agent/Agent, our responsibilities as an insurance carrier, and changes we are making to ensure that we all are complying with the Gramm-Leach-Bliley Act.

General Agent/Agent Responsibilities:

1. Deliver prior to or at the time of completion of any life insurance application, one copy of our Privacy Policy to each:
 - Proposed Policyowner
 - Proposed Insured
 - Proposed Policy payor
2. Deliver at the time of policy delivery, one copy of our Privacy Policy to each:
 - Policyowner
 - Insured
 - Policy payor
3. Maintain the confidentiality of customer information shared with you
4. We encourage you, if you have not done so already, to develop your Office Privacy Policy inclusive of our Privacy Policy.

Farmers and Traders Life Insurance Company
960 James Street • P.O. Box 1056 • Syracuse, NY 13201-1056
Telephone: (800) 347-0960 • Fax: (315) 475-6612 • www.FTLife.com



**Farmers
& Traders
Life Insurance Co.**

A NEW YORK MUTUAL COMPANY
Insurance Solutions Since 1912

5. Maintain an adequate supply of Farmers and Traders Life Insurance Company's Privacy Policy in your office to comply with delivery requirements. An additional supply of the Privacy Policy can be ordered by calling our automated supply request line at (800) 347-0960, Ext. 204.

Farmers and Traders Life Insurance Company's Responsibilities:

1. Restrict access to all non-public, personal information. Access will be given only to those who have a business or professional reason for knowing such information or as may be permitted by state or federal law.
2. All hardcopy files are maintained in a secure environment. On-line access is password protected and restricted by user identification.
3. Only those employees of Farmers and Traders Life Insurance Company who must review non-public, personal information in order to carry out their official job duties and responsibilities will be given access to that information. Our employees are required to keep customer information confidential and will not disclose information except as permitted by law.
4. For non-public, personal information shared with third parties, we require that the third party maintain strict confidentiality and so provide in our agreements with them.

Farmers and Traders Life Insurance Company's Changes:

1. Effective July 1, 2001, the Privacy Policy will be included with all life insurance policies mailed from the Home Office and should be given to the policyowner, insured, and policy payor at the time of policy delivery. If the policyowner, insured, and policy payor are different individuals, a copy of the Privacy Policy should be given to each.
2. Each June, the current Privacy Policy will be mailed to all policyowners, insureds, and policy payors.

You may contact a Marketing Services Representative with your questions at (877) 238-6433, Option 2.

Thank you for your continued support.

Farmers and Traders Life Insurance Company
960 James Street • P.O. Box 1056 • Syracuse, NY 13201-1056
Telephone: (800) 347-0960 • Fax: (315) 475-6612 • www.FTLife.com



Farmers
& Traders
Life Insurance Co.

A NEW YORK MUTUAL COMPANY
Insurance Solutions Since 1912

FEDERAL COMMUNICATIONS COMMISSION (FCC) DO NOT FAX RULES

1. **Background.** The FCC has amended rules to regulate the delivery of facsimile (fax) advertisements.
2. **Effective Date.** Beginning **July 1, 2005**, it is unlawful to send an unsolicited advertisement to a fax machine without the prior **written** permission of the recipient of the advertisement, even those with whom you have “an established business relationship”. The written permission must include the fax number to which any advertisements may be sent.
3. **Definition.** An “unsolicited advertisement” is defined as “any material advertising the commercial availability or quality of any property, goods, or services which are transmitted to any person without that person’s prior express invitation or permission.
4. **Additional Rule Information.**
 - a) The business or entity on whose behalf the fax is being sent must identify itself in the top or bottom margin of each page OR on the first page of the fax message. Their telephone number, the date, and the time the fax is being sent must be included.
 - b) If a fax broadcaster (the person or entity transmitting messages to a fax machine on another person’s behalf) demonstrates a “high degree of involvement” in the sender’s fax messages, such as supplying the fax numbers to which a message is sent, the fax broadcaster must provide its name on the fax.
 - c) A fax broadcaster may be liable if it supplies fax numbers to a business or entity sending unlawful fax advertisements.
 - d) Faxes sent to fax servers and personal computers are covered by the faxing rules.
5. **Maximum Fee for Violations.** The maximum permissible fee for violating the FCC rules is \$11,000.
6. **To Assist In Complying with the Do Not Fax Rules.** Farmers and Traders Life Insurance Company (FTL) has created a section on the questionnaire form for you to indicate if we may send you fax and email. Please check the appropriate box and sign where indicated.
7. **Questions.** Please refer questions regarding these rules to Vicki Walker, Compliance Specialist, Ext. 298.

Farmers and Traders Life Insurance Company
960 James Street • P.O. Box 1056 • Syracuse, NY 13201-1056
Telephone: (800) 347-0960 • Fax: (315) 475-6612 • www.FTLife.com