



Agents must be appointed with Assurity Life Insurance Company of New York within 15 days from the date the first insurance application is received.

Assurity Life Insurance Company of New York (Assurity NY) participates in a just in time process. Once your contracting paperwork is received by Assurity NY, you will receive an email with your agent number for use in accessing our agent website, AssureLink and for writing policy applications. Your contracting paperwork will not be reviewed until a policy application is received. When we review your paperwork, we will request any missing requirements and background and vector checks will be requested. We may request an explanation of your background check results.

Individual and Corporate Applicants: Complete sections I, II, III, IV, V, and VI. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS. Missing information may slow processing your application.

I. GENERAL INFORMATION					
<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	Legal Name	<i>First, Middle, Last</i>		Maiden or other name <small>(if applicable)</small>
<input type="checkbox"/> Ms.	<input type="checkbox"/> Miss				
Social Security No.		Gender <small>(optional)</small> <input type="checkbox"/> Male <input type="checkbox"/> Female		Date of Birth <small>(MM/DD/YYYY)</small> / /	
Mailing Address	<i>Street Address</i>	<i>Suite/P.O. Box No. (if applicable)</i>	<i>City</i>	<i>State</i>	<i>ZIP+4</i>
Business Address	<i>Street Address (physical address required)</i>	<i>Suite No. (if applicable)</i>	<i>City</i>	<i>State</i>	<i>ZIP+4</i>
Residential Address	<i>Street Address (physical address required)</i>	<i>Apt. No. (if applicable)</i>	<i>City</i>	<i>State</i>	<i>ZIP+4</i>
Personal Phone No. ()		Business Phone No. ()		Fax No. ()	
E-mail <small>E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.</small>					

II. AGENCY INFORMATION—Agencies must be licensed in states where it is required	
New York requires licensing of agencies receiving writing commissions on business written by subagents. New York requires licensing of agents and agencies for override commissions.	
Agency Name	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Identification No.
Are you the officer of the Agency listed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," who is the officer of the agency? <i>(List officers below. If more space is needed, attach additional page.)</i>	
Officer Name <i>(First, Middle, Last)</i>	Title
	Social Security No.

III. COMMISSIONS <i>(Select one option)</i>	
<input type="checkbox"/> Paid Direct: The commission check is made payable to and sent to the agent	
<input type="checkbox"/> For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.	
_____	_____/_____/_____ <i>Date (MM/DD/YYYY)</i>
<i>Signature of Agent</i>	

IV. LICENSE

New York License No.

V. ERRORS AND OMISSIONS COVERAGE

All Assurity NY producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity NY products are included in the coverage. Please include a copy of the declaration page.

Do you have Errors and Omissions Coverage? Yes No

If "No," please obtain coverage before submitting contracting with Assurity NY.

Carrier of E & O Coverage	Name of Insured	Policy No.

VI. QUALIFICATION QUESTIONS

Details (including dates) must be attached for any questions answered YES below. Any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

1. During the past 5 years, have you lived in a different state or county than your present one? Yes No
If Yes, please list state/county _____
2. Have you ever been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are charges currently pending against you or a business with which you are connected? Yes No
3. Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been declared bankrupt or insolvent or had your salary garnished? Yes No
4. Are you presently involved in any litigation or are there any unsatisfied judgments, liens (including state or federal tax liens), collection, charged-off debt or accounts more than 120 days late against you? Yes No
5. Have you ever had a bond denied, paid out or revoked? Yes No
6. Has any insurance company ever canceled your contract or appointment as a sales person for any reason other than non-production of business or at your own request? Yes No
7. Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? Yes No
If Yes, please list company(ies) and amount(s) owed _____
8. Have you ever had any complaints against your conduct that resulted in a return of premium to any insured? Yes No
9. Have you ever been fined, suspended, placed on probation, reprimanded or entered into a consent order with any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? Yes No
10. Have you ever had an insurance and/or securities license refused, suspended, revoked, or currently restricted or under investigation by any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? Yes No

VII. AGREEMENT

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I am a duly licensed insurance agent.
- I can solicit business only in New York, where I am licensed and appointed with Assurity Life Insurance Company of New York.
- As a rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Assurity Life Insurance Company of New York.
- **No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to: (a) have a written release from my current up-line agent; or (b) have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.**

Signature of Agent

Date (MM/DD/YYYY)

AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)

This information must be filled out before an agent number will be assigned.

Agent Compensation Level	Compensation Schedule Form No.
Recruiting Agent Name	Recruiting Agent No.



DISCLOSURE

In connection with your application for contract services with Assurity Life Insurance Company and/or Assurity Life Insurance Company of New York, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law, which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency: Business Information Group
 P.O. Box 130
 Southampton, PA 18966
 (215) 396-9670

- Oklahoma, Minnesota and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- California applicants only: For consumer reports that were not obtained by a consumer-reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven (7) days of the employer receiving it.

New York applicants only: You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

California applicants only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours upon submitting proper identification and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. See Page 2 for further information.

IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)

	<i>First</i>	<i>Middle</i>	<i>Last</i>
Legal Name			
Date of Birth	<i>MM/DD/YYYY</i> / /	Social Security Number	

AUTHORIZATION/RELEASE OF INFORMATION

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contacted by Assurity Life Insurance Company or Assurity Life Insurance Company of New York to furnish information about my character, reputation, personal characteristics, credentials and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company and Assurity Life Insurance Company of New York that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company and Assurity Life Insurance Company of New York.

 Date (MM/DD/YYYY)

 Signature of Agent (Full Legal Name)

INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT
California Civil Code Section 1786.22

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Assurity is a marketing name for the mutual holding company Assurity Group, Inc. and its subsidiaries. Those subsidiaries include but are not limited to: Assurity Life Insurance Company and Assurity Life Insurance Company of New York. Insurance products and services are offered by Assurity Life Insurance Company in all states except New York. In New York, insurance products and services are offered by Assurity Life Insurance Company of New York, Albany, New York. Product availability, features and rates may vary by state.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)																																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																				
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Part II Certification	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



AUTHORIZATION FOR AUTOMATIC DEPOSITS

I (we) hereby authorize Assurity Life Insurance Company of New York (Assurity NY) to make deposits to my (our) account at the depository institution shown on void check and I authorize the depository institution to accept these deposits. Such authorization does not allow Assurity NY to debit entries to my (our) account.

This authorization will continue until I notify Assurity NY in writing to stop. Such notification will not affect deposits already sent to the bank.

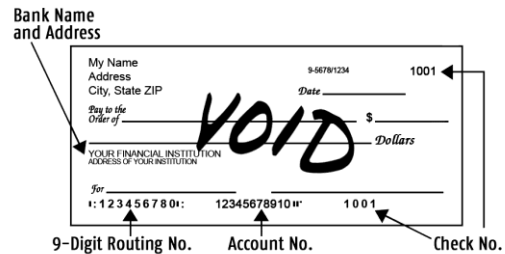
The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Rules of the Mid-America Automated Clearing House Association and agrees to be bound thereby.

_____ Date (MM/DD/YYYY) _____ Agent Signature

Agent's Identification No. _____ (if new agent, provide last six digits of Social Security No. or Tax I.D. No.)

Agent's Name (printed) _____

**Please confirm that your routing number and account number are correct.
 TO ENSURE CODING ACCURACY,
 ATTACH VOIDED CHECK**



Depository Institution _____ Type of Account: Checking Savings

Address _____
 Street address City State ZIP +4

Nine-digit Bank Routing No. _____ Account No. _____

Notes for completing form:

Indicate if checking or savings account;

Ensure that all information has been entered;

Date and sign;

If returning by mail, attach a VOID CHECK and mail to the address shown above, Attn: Contracting Department;

If returning by fax, confirm that your routing number and account number are correct and fax to (402) 437-3865.



This Agent Agreement and any supplements or amendments hereto ("*Agreement*") is between the Agent(s) signing below (*referred to as "you," "your," and/or "Agent"*) and Assurity Life Insurance Company of New York (*referred to as "Assurity NY," "our," and "we"*). This Agreement incorporates Assurity NY's procedures, compensation schedules, compensation rules and business standards, as amended from time to time. This Agreement shall become effective as of the last dated signature at the end of this Agreement.

1. APPOINTMENT

This Agreement appoints you as an independent insurance agent for Assurity NY in the state of New York. Subject to this Agreement, you are authorized to act on Assurity NY's behalf solely for the purpose of distributing, and developing and supervising the distribution of, those Assurity NY insurance products approved for marketing in New York.

2. INDEPENDENT CONTRACTOR STATUS

You are an independent contractor and agree that nothing in this Agreement (*or any other document*) creates an employee-employer relationship between you and Assurity NY. Subject to this Agreement and the laws governing your licensure, you are free to exercise discretion and independent judgment when conducting activities authorized by this Agreement. You agree that you are solely responsible for your activities and acknowledge that you alone control the time, place and manner of insurance solicitation and sale. You agree that any subagents in your hierarchy/marketing organization who are appointed with Assurity NY are also independent contractors. You acknowledge that Assurity NY may transfer your subagents to a different hierarchy if you breach this Agreement or for other good reason. Assurity NY may also transfer any subagent upon the subagent's request according to Assurity NY's then-existing transfer rules.

3. YOUR AUTHORITY AND DUTIES

Under this Agreement you have specific authority to: recruit and recommend other licensed insurance agents for appointment with Assurity NY; train and supervise such appointed agents consistent with this Agreement and applicable New York law and regulations; and solicit applications for those Assurity NY insurance products approved for marketing in New York. In exercising this authority, you agree that you shall:

- a. Comply with this Agreement and all New York laws and regulations governing your license and the sale of insurance products;
- b. Immediately submit all applications and premium(s) collected to Assurity NY;
- c. Segregate any monies you receive for Assurity NY and hold them in trust for delivery to Assurity NY (*i.e. you shall not use the funds for any other purpose*);
- d. Service and help keep in force the Assurity NY policies you and your subagents sell;
- e. Adhere to all applicable New York laws, regulations and/or rules, including, but not limited to those concerning ethical market conduct and replacement, which require you to, at a minimum:
 - i. Maintain your New York license in good standing and assist Assurity NY in keeping your New York appointment current;
 - ii. Carefully evaluate the insurance needs and financial objectives of your clients, and through use of appropriate sales tools and documentation (*e.g., sales brochures and policy proposals and/or illustrations*), ensure that the products you propose meet client needs;
 - iii. Recommend replacement only when it is in the best interest of the client after full disclosure of relevant information as required under New York Insurance Regulation 60, New York Insurance Regulation 187 and any other applicable New York law or regulation. Such relevant information includes but is not limited to financial impact on client, impact of a potential new contestability period/suicide clause, and impact if client will have to resubmit to underwriting for purchase of replacement policy;
 - iv. Never recommend that a client cancel an existing policy until replacement coverage is accepted and in force;
 - v. Stay informed on changes in New York insurance laws and regulations by reviewing the emails, bulletins and newsletters distributed by the New York Department of Financial Services and Assurity NY;
 - vi. Refrain from providing false or misleading information about a competitor or competing product or from otherwise making disparaging remarks about a competitor;
 - vii. Follow Assurity NY's advertising and social media guidelines, including obtaining Assurity NY's prior approval of all advertising materials, websites, and social media references you utilize when distributing Assurity NY products;
 - viii. Immediately report customer complaints to Assurity NY, and cooperate fully and promptly with Assurity NY to respond;
 - ix. Communicate these rules to all subagents in your hierarchy and secure subagent agreement to follow these rules;
- f. Notify Assurity NY promptly if you or any subagent in your hierarchy is charged with or enters a plea to a felony crime or any crime involving dishonesty;
- g. Notify Assurity NY promptly if any governmental body (*including a state insurance department, FINRA or the SEC*) takes disciplinary action against you or any subagent in your hierarchy. Disciplinary action shall include but is not limited to censure, suspension, probation, reprimand, or license termination, as well as entry of any consent order and/or payment of a fine, even if the consent order or settlement does not include an admission of guilt.

4. LIMITATIONS ON YOUR AUTHORITY

This Agreement only gives you limited authority to distribute Assurity NY products. You do not have authority to and shall not:

- a. Misrepresent Assurity NY policy terms, conditions, coverages, or exclusions;
- b. Promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim;
- c. Waive or change Assurity NY policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so;
- d. Deliver policies except in accordance with Assurity NY's instructions;
- e. Deliver any policy when you or your subagents know of any fact(s) not disclosed on the application (*or which arise after application but before delivery*) that could affect Assurity NY's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s);
- f. Collect any premium other than the initial premium unless Assurity NY authorizes you to do so;
- g. Extend credit to applicants or insureds, pay premiums for applicants or insureds (*directly or indirectly*), or grant extra time to pay premiums;
- h. Accept or incur risks, liabilities, debts, or contractual obligations in Assurity NY's name or on Assurity NY's behalf;
- i. Interfere with any person's business or contractual relationship with Assurity NY;
- j. Start legal actions in Assurity NY's name;
- k. Endorse checks or any other negotiable instrument payable to or intended for Assurity NY.

5. COMPENSATION

Your compensation shall be based solely on your personal production (*and the production of agents assigned to you*) on policies which Assurity NY approves and issues, and you authorize Assurity NY to provide your production and earnings records to the Agent(s), if any, to whom you are assigned. Subject to this Agreement, Assurity NY will use the Compensation Schedule ("*Schedule*") in effect on the written date of the policy application to calculate commissions. The Schedule also identifies the compensation you must repay Assurity NY for lapsed, terminated or surrendered policies. Assurity NY can and does change the Schedule unilaterally, but a change will not affect compensation on business written prior to the change effective date.

Payment of compensation will be made at such times and in the manner Assurity NY determines. You must access Assurity NY's agent website to obtain compensation statements and production reports. If you have concerns, you must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them; otherwise, they will be deemed conclusive.

Subject to the provisions regarding Indebtedness set forth in paragraph 6(f) below, your right to first year commissions and renewal commissions (*for the term and amounts indicated in the applicable Schedule*) will exist so long as such commissions exceed \$250 per year and you remain in compliance with this Agreement. Vesting will cease if your appointment is terminated for cause, you otherwise breach this Agreement, or to the extent such amounts are applied to set off debts you or your subagents owe to Assurity NY or its affiliates. If you die, we will continue commission payments to your designated beneficiary so long as commissions exceed \$250 per year. If you have not designated a beneficiary, we will pay your estate upon submission of legal documents establishing an executor/personal representative. Compensation shall no longer be payable after your death if total commissions due drop below \$250 per year.

6. GENERAL PROVISIONS

- a. **Assurity NY's Right to Decline/Withdraw.** Assurity NY reserves, without limitation, the right to decline any application for insurance submitted by you or your subagents, to discontinue any form of insurance product we offer, and to withdraw offering insurance in New York.
- b. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request.
- c. **Personal Liability.** Because you interact directly with clients and control the circumstances and manner of sale, you agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions, other than those that we authorize in writing. If the Agent executing this Agreement is a corporation, limited liability company, or other legal entity that is not a natural person, the natural person signing on behalf of such legal entity guarantees payment of any amounts Agent owes Assurity NY under this Agreement.
- d. **Advertising.** Assurity NY has developed advertising materials for your use. You shall comply with our advertising rules, and you shall not use or permit use of Assurity NY's name on any advertising website or social media platform that we have not previously approved, in writing.
- e. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- f. **Indebtedness.** You grant Assurity NY and its affiliates a first security interest in compensation payable to you for purposes of securing the discharge of obligations under this Agreement. Assurity NY and its affiliates shall have a first lien on compensation otherwise payable to you equal to any amount that you or your subagents are indebted to us, and you agree that you shall not be due any compensation until all such indebtedness is paid in full. Assurity NY will credit your commissions against any debit balance, and termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt, including unearned first-year commissions or bonuses. We have the right to charge interest at a rate no lower than a rate consistent with the current short-term borrowing rates on any outstanding debt owed by you or your subagents.
- g. **Return of Premium.** If, for any reason, we refund premiums on a policy on which you received commission, you agree to repay us the amount you received.
- h. **Waiver.** Failure of Assurity NY to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- i. **Modification.** Any change to this Agreement shall be in writing signed by an authorized officer of Assurity NY.
- j. **Assurity NY Property.** You agree to return all Assurity NY property upon demand or termination of this Agreement, and to remove references to Assurity NY from any advertising you maintain, such as websites. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials.
- k. **Assignment/Sale.** You shall not assign or sell your rights under this Agreement or any vested compensation payable hereunder without Assurity NY's express written consent. Any assignments approved by Assurity NY shall be subject to indebtedness owed by You to Assurity NY and/or its affiliates. Assurity NY will require appropriate documentation of sale/transfer and will not agree to assign compensation that is less than \$250.00 annually.
- l. **Records.** You agree to maintain, safeguard and produce upon request for inspection, complete, accurate files of transactions related to the policies sold under this Agreement. Such records shall be maintained in accordance with New York Insurance Regulation 152.
- m. **Governing Law.** Without regard to choice of law rules, this Agreement shall be governed by and interpreted according to New York law. The exclusive jurisdiction for resolving disputes involving this Agreement or the relationship of the parties hereto shall be a court of competent jurisdiction in Albany County, New York. You agree to waive any defense for lack of jurisdiction or forum non conveniens.
- n. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and Assurity NY, and is the entire Agreement between you and Assurity NY. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid New York Department of Financial Services ruling or order, it shall be modified to the extent necessary for compliance.

7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, training, record-keeping and compliance requirements of the Bank Secrecy Act ("*BSA*"), as amended by the USA PATRIOT Act (*the "Patriot Act"*). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

8. PRIVACY—REQUIREMENTS PURSUANT TO THE GRAMM-LEACH-BLILEY ACT AND STATE PRIVACY LAWS

You agree to protect any confidential information of Assurity NY's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about Assurity NY's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which Assurity NY's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the other party's last known address. If the state that you reside or are licensed in requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if: you participate in any illegal or fraudulent activity; you commit any act that injures our business or reputation; you fail to account for or promptly remit client monies collected by you; you withhold any policies, money or other property belonging or returnable to Assurity NY; you fail to pay any sums due hereunder when the same become due; or you default on performance of any other covenant, representation or obligation to Assurity NY under this Agreement. Upon termination, Assurity NY may assign a servicing agency of its choosing in connection with any business written by You.

IN WITNESS WHEREOF, Assurity NY and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity NY.

ASSURITY LIFE INSURANCE COMPANY OF NEW YORK

AGENT OR FIRM PRINCIPAL

By: _____
Signature of Company Officer

By: _____
Signature of Agent or Firm Principal

Printed Name and Title

Printed Name and Title

Approval Date (MM/DD/YYYY)

Acceptance Date (MM/DD/YYYY)



This Annualization Agreement is an addendum to the Agent Agreement between Assurity® Life Insurance Company of New York ("Assurity NY") and the Agent named below ("you," the "Agent Agreement").

I select the following option for payment of my annualized commissions from Assurity NY (check one).

- Weekly payment*
- Semi-monthly payment (15th and last of each month)

It is understood and agreed as follows:

1. If you selected to receive weekly payments, you must utilize direct deposit.* If you elect weekly payments but do not utilize direct deposit, Assurity NY will continue to pay you on a semi-monthly basis.
2. The weekly payment will not apply to any business written prior to the effective date or to any pending business currently in Assurity NY's home office.
3. While this Agreement remains in effect, Assurity NY will pay you annualized first year base and non-base commissions on policy forms that are deemed in Assurity NY's sole discretion to be subject to this Agreement. Additionally, this Agreement applies only to policies issued with a monthly premium mode.
4. Assurity NY will pay 50 percent (50%) of your annualized first year base and non-base commissions. The maximum amount of first year commission that will be annualized on any one policy is \$1,500 per agent. The maximum amount of first year commission that will be annualized for you at any one time is \$25,000. If full annualization on a policy would cause your balance to exceed the \$25,000 cap, Assurity NY will not partially annualize commissions on that policy. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned under and subject to the terms of your Agent Agreement.
5. Payment will be made when the policy is issued and the initial premium is received by Assurity NY. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the payment will be deducted from the next payment(s) and any earned first year or renewal commission. For any subsequent reinstatement, commission will be paid as earned. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled or surrendered policy, or insured's death, Assurity NY may, at its discretion, require you to remit payment in full to clear such debt.
6. The outstanding balance of payments made to you shall be a debt that you owe to Assurity NY, and Assurity NY shall have a first lien against all monies that Assurity NY or its affiliates may owe you from time to time to secure that debt, including any interest payable as provided below.
7. If this Agreement or your Agent Agreement is terminated for any reason, the debt you then owe Assurity NY or its affiliates under this Agreement shall become due and payable immediately, and you shall pay us interest at 6 percent (6%) per annum on any balance remaining unpaid thereafter. In addition to any other remedies Assurity NY may have, Assurity NY may retain any monies we owe you or that become owing to you, immediately and without notice or resort to judicial process.
8. In addition to any debt under this Agreement, including interest, you agree to pay Assurity NY all costs and reasonable fees (including attorneys' fees) and costs of collection that Assurity NY incurs to effect payment of your debt, which will become part of that debt.
9. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Agent Agreement.
10. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
11. This is the entire agreement between you and Assurity NY as to payments of annualized first year base and non-base commissions, and it amends your Agent Agreement only as and to the extent stated. Assurity NY may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by Assurity NY.
12. This Agreement is signed for Assurity NY at its home office in Albany, New York and shall be subject to and construed under the laws of the State of New York. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of New York.
13. The provisions of paragraphs 6, 7, 8 and 10 will survive the termination of this Agreement.

Date (MM/DD/YYYY)

Signature of Agent

Social Security Number of Agent

Printed Name of Agent

APPOINTING AGENT AS GUARANTOR

The appointing agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts, as that term is described in the above Agreement, of the agent signing the above Agreement. The appointing agent agrees that such a debt will be a first lien against any money owed by any division of Assurity NY to the appointing agent.

By: _____

Signature of Appointing Agent

Printed Name and Title of Appointing Agent

ASSURITY LIFE INSURANCE COMPANY OF NEW YORK

This Agreement is effective for Assurity NY policy applications written on or after

Acceptance Date(MM/DD/YYYY)

By: _____

Signature of Officer, Assurity Life Insurance Company of New York



Agent Contract Guarantee Agreement Form

Levinson & Associates, Inc. has agreed to guarantee the obligation(s) of the undersigned to repay loans, advances of commissions and/ or overpayment of commissions made by various insurance companies to the undersigned. In the event at any time in the future Levinson & Associates, Inc. pays any of the aforesaid obligations; the undersigned agrees to reimburse Levinson & Associates, Inc. for the sums paid by Levinson & Associates, Inc. and further agrees that Levinson & Associates, Inc. shall have the right and is hereby authorized to charge any credit cards identified below as a non-exclusive method of receiving payment for said sums. The undersigned acknowledges that said sums may be charged at any time after Levinson & Associates, Inc. pays the obligation and acknowledges that payment by Levinson & Associates, Inc. may not be made for several years after the obligation is incurred by the undersigned. The undersigned hereby waives any statute of limitations with regard to sums owed by the undersigned to Levinson & Associates, Inc. and agrees that, in the event of nonpayment by the undersigned, Levinson & Associates, Inc. may report said obligation as unpaid to any credit bureau or reporting agency.

The undersigned agrees to immediately notify Levinson & Associates, Inc. in the event that any of the credit cards listed below are revoked, surrendered, terminated or credit is no longer available under said card. The undersigned further agrees to provide all updated information, including any replacement or expiration of said card. In the event that the undersigned contests any charge and the charge is deemed valid, the undersigned shall reimburse Levinson & Associates, Inc. for all costs and fees, including attorneys' fees, associated with such contest.

Because this authorization relates to an on-going guarantee of commercial obligations, the undersigned agrees that this authorization shall be irrevocable.

Date _____

Signature _____

Printed Name _____

AUTHORIZATION TO CHARGE SUMS TO CREDIT CARD Please initial one of the following:

I do not require commission loan advancement, and therefore am not providing credit card information below. I understand, however, that I am required to reimburse Levinson & Associates, Inc. for any sums paid as guarantee for obligations as detailed above.

I request commission loan advancement, and am providing two (2) credit card numbers below.

Card One (Required) VISA MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Page 2 of 2

Billing Address: _____

Cardholder Signature: _____

Card Two (Required) VISA MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Billing Address: _____

Cardholder Signature: _____