



## **Agent Contracting**

**Please complete the following contracting package and FAX to  
866-866-2232 (toll-free) or 732-521-5113**

**AnnuityCommissions.com  
28 Harrison Ave.  
Bldg. D, Suite 209  
Englishtown, NJ 07726**

**Phone: 866-866-1106 (toll-free)**

**If you have any questions or changes to existing contracts, please contact  
Hersh Stern at 866-866-1106.**

**[www.annuitycommissions.com](http://www.annuitycommissions.com)**

**INSTRUCTIONS:**

**STEP 1:** Complete, sign, and date this form below. Please note the term "you" or "your" refers to the entity or individual named below.

**STEP 2:** Send/Email this form to your Appointing General Agency.

MGA Name: Hersh Stern - TJ 1124  
 MGA Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: 866-866-1999 Fax: 866-866-2232

**PRODUCER INFORMATION**

*Please Print or Type*

This is a request for the appointment of:

1. Producer Name: \_\_\_\_\_
2. Residence Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Residence Phone: ( ) \_\_\_\_\_
4. Business Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
5. Business Phone: ( ) \_\_\_\_\_
6. Business FAX: ( ) \_\_\_\_\_
7. E-Mail Address: \_\_\_\_\_
8. Preferred Method of Contact:  Phone  Fax  Email
9. Social Security #: \_\_\_\_\_
10. Date of Birth: \_\_\_\_\_
11. Gender:  Male  Female
12. Have you taken the AML training course?  Yes  No  
*(If not, you are required to complete LIMRA AML training course and you will be automatically entered into the LIMRA database.)*

**NEW YORK LICENSE NUMBER:**

\_\_\_\_\_

BY SIGNING BELOW, I HEREBY AUTHORIZE OM FINANCIAL LIFE INSURANCE COMPANY, AMERICOM LIFE AND ANNUITY INSURANCE COMPANY TO (A) CONDUCT A BACKGROUND INVESTIGATION IF REQUIRED BY STATE INSURANCE CODES OR IF OTHERWISE DEEMED APPROPRIATE OR DESIRABLE BY THE COMPANIES, AND (B) DISCLOSE THE RESULTS OF THE INVESTIGATION TO THE MASTER GENERAL PRODUCER, THE GENERAL PRODUCER AND/OR THE PRODUCER BY WHOM I WAS REFERRED TO THE COMPANIES FOR APPOINTMENT.

**Signature: X** \_\_\_\_\_

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

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE COMPANY'S MARKET CONDUCT GUIDE, AND AGREE THAT I SHALL COMPLY WITH AND BE BOUND BY ALL OF THE STANDARDS, TERMS, CONDITIONS AND REMEDIES CONTAINED THEREIN (INCLUDING THOSE WHICH MAY BE CONTAINED IN ANY ATTACHMENTS/ADDENDA THERETO), ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AS MAY BE AMENDED FROM TIME TO TIME. I FURTHER AGREE THAT I SHALL COMPLY WITH ANY FUTURE STANDARDS, TERMS, CONDITIONS AND REMEDIES COMMUNICATED TO ME BY THE COMPANY AS THEY RELATE TO MARKET CONDUCT, OR OTHERWISE.

**Signature: X** \_\_\_\_\_

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

**TO BE COMPLETED BY APPOINTING GENERAL AGENT:**

Fill in the approved compensation level/contract type: \_\_\_\_\_

GA/AGA Authorization: **X** Hersh Stern Date: \_\_\_\_\_

Name of AGA: Hersh Stern - TJ 1124 AGA Code: Street

Contact AGA by:  FAX: 866-866-2232  E mail: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

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

## 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. person (including a U.S. resident alien).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

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

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

### Penalties

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

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

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

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

## Authorization for Direct Deposit

Name	Contract ID Number	Social Security Number	
Residential Address	City	State	Zip Code
Phone Number: Home (        )	Work (        )		

**Please check one circle only:**

- Authorization
- Cancellation
- Change
- Correction

Financial Institution Name _____
Name(s) in which account is held _____
Your Account Number _____
Bank Routing (ABA) Number _____
Deposit to:
<input type="radio"/> Checking (attach voided check)
<input type="radio"/> Savings
Bank Telephone Number ( _____ ) _____

I (We) hereby authorize OM Financial Life Insurance Company of New York ("Company") to deposit my net benefit payment with the financial institution named above ("Bank") and the Bank to credit the same to my account as described above.

This authorization is to remain in force until the Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it.

In the event that the Company notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account inadvertently, I (we) hereby authorize and direct the Bank to return said funds to the Company as soon as possible.

This payment option does not in any manner amend or alter the terms and provisions of any policy, contract, or agreement with the Company.

This authorization is governed by New York law, including the New York Uniform Commercial Code.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature (if jointly owned, both parties must sign) Date

***Before mailing, please remember to attach a voided check or deposit slip from your account.***

OM Financial Life Insurance Company of New York  
 TJAG01 Street STANDARD COMPENSATION SCHEDULE

The Following are Authorized Contracts and the compensation payable:



**BASIC COMMISSIONS** - Basic Commissions on Authorized Contracts listed below shall be payable in accordance with this Compensation Schedule. Basic Commissions are expressed as percentages of premiums received and accepted by the Company subject to the other provisions herein contained. Basic Commissions on additional policies and riders hereafter offered by the Company shall be payable at rates to be furnished by the Company. Any policies in force at the time this Compensation Schedule becomes effective shall be subject to the commission and commission chargeback provisions set forth in the Compensation Schedule applicable at the time such policies were issued. Commissions shall not be paid on any premiums waived or paid by the Company. This schedule is subject to change at any time by the Company.

**COMMISSION FOR INTERNAL REPLACEMENTS** - New policies issued by the Company as a result of internal replacement of existing policies will be compensated at a reduced rate set by the Company. The concurrent termination of one policy and issue of another will be treated as a replacement. Similarly, cash values paid to policyholders and subsequently returned for application to newly issued policies will be treated as if they were transferred directly and compensation will be adjusted accordingly. Cash values applied towards premium will not receive commission. After the first policy anniversary and until the conversion privilege ends the company will pay full first-year compensation to the original producer(s), on the term policies converted to it's universal like policies that are determined to be eligible for conversion.

**RENEWAL COMMISSIONS** - During the term hereof, the Master General Agent shall not pay or cause to be paid to any Agent or former Agent of the Company any renewal commissions on any form of life insurance policy in excess of those permitted by Section 4228 of the New York Insurance Law.

### Equity Index Annuities

**\*\* NY Spectrum Freedom (EIAN7)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-85
4.500%	2.250%

**\*\* NY Spectrum Freedom w/Trail (EIAN7T)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-85
1.750%	0.875%

**\*\* NY Spectrum Freedom 10 (EIAN10)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-85
5.000%	2.500%

**\*\* NY Spectrum Freedom 10 w/Trail (EIANOT)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-85
2.150%	1.075%

**\*\* NY Spectrum Independence 10 (No Bonus) (EIAN1N)**

Years 1 - 3 Age 0-79	Years 1 - 3 Age 80-85
5.000%	2.500%

OM Financial Life Insurance Company of New York  
TJAG01 Street STANDARD COMPENSATION SCHEDULE  
The Following are Authorized Contracts and the compensation payable:

**\*\* NY Spectrum Independence 10 w/Trail (No Bonus) (EIAN1T)**

Years 1 - 3 Age 0-79
2.150%

Years 1 - 3 Age 80-85
1.075%

OM Financial Life Insurance Company of New York  
 TJAG01 Street STANDARD COMPENSATION SCHEDULE  
 The Following are Authorized Contracts and the compensation payable:

**Fixed Annuities**

**Empire 5yr (NY05A)**

(Year 1) Issue Age 18-79	(Year 1) Issue Age 80-85
1.250%	0.625%

**Empire 7yr (NY07A)**

(Year 1) Issue Age 18-79	(Year 1) Issue Age 80-85
1.250%	0.625%

**Liberty 1 (NYTA01)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-90
4.500%	2.250%

**Liberty 3 (NYTA03)**

Years 1-3 Issue Age 0-79	Years 1-3 Issue Age 80-90
5.500%	2.750%

**Resolute 1yr & TSA Resolute 1 (TJRES1)**

(Years 1-3) Issue Age 0-79	(Years 1-3) Issue Age 80-85
4.000%	2.000%

**Resolute 3yr (TJRES3)**

(Years 1-3) Issue Age 0-79	(Years 1-3) Issue Age 80-85
3.000%	1.500%

OM Financial Life Insurance Company of New York  
TJAG01 Street STANDARD COMPENSATION SCHEDULE

The Following are Authorized Contracts and the compensation payable:

<b>TJ SPIA</b>
First Year Issue Age 0-89
3.000%

\*"First Year" means the commission rate on first year premiums up to the commissionable target premium as determined by the Company and which is subject to change.

\*\* "Renewal" means the commission rate on year 2-10 premiums up to the commissionable target premium as determined by the Company and which is subject to change.

**EXCESS COMMISSIONS** - Excess premium means premium received and accepted by the Company in policy years 1-10 in excess of the commissionable target premium, as determined by the Company.

**TRAIL COMPENSATION** - Is equal to 0.5% per year for the life of the contract for the NY Spectrum Freedom w/Trail and NY Spectrum Freedom 10 w/Trail. The trail compensation will be based on the account value and will be paid quarterly (end of quarter) beginning after the first policy year.

**LARGE DEFERRED ANNUITY CASES** - A large case is one in which the total first year premium is in excess of \$1,000,000. A commission reduction of 50 basis points for any policy(s) issued on the same client in the same year for which the total first year premium in aggregate exceeds \$1,000,000 will be made retroactive to the first dollar of premium (reduction is on the entire amount). Subsequent premiums may result in a chargeback if it causes the total premium to exceed \$1,000,000.

**COMMISSIONS FOR INCREASES** - On universal life plans, first year commissions will be paid on non-automatic increases in the specified amount of coverage. The amount of the first year commission will be the above-specified percentage of the lesser of (1) premiums paid, received, and accepted by the Company from the Agent for the increase or (2) an amount equal to the difference between (a) the commissionable target premium as determined by the Company for the specified amount on the effective date of the increase and (b) the commissionable target premium as determined by the Company for the specified amount immediately prior to the increase.

**COMMISSION CHARGEBACKS** - First year commissions on single premium and flexible premium annuities will be charged back on the surrendered amount at the rate of 100% during the first twelve policy months, and at the rate of 50% during the second twelve policy months. EIA products are charged back at the rate of 100% on full surrenders and partial surrenders which exceed the free amount (if any) or MRD during the first twelve policy months. First year commissions on deferred annuities and EIA's will not be charged back upon the death of the owner.

**COMMISSION CHARGEBACKS FOR PATRIOT NY** - In the event of a full surrender, on all policies (regardless of the mode), the as-earned commission is charged back at 100% in the first month, decreasing by 8.33% for the next 12 months, with 0% in the 13th month. In addition, any outstanding advance is fully recouped (100%). In the event of a lapse, on all Patriot NY policies (regardless of mode), the as-earned commission is not charged back (0%) and any outstanding advance is fully recouped (100%).

**CHARGEBACKS ON EARLY ANNUITIZATION** - In all cases when a contract is annuitized within the chargeback period, the first year commission will be adjusted to the commission level of the immediate annuity product (TJ SPIA).

**ADDITIONAL** - First year commission will be charged back for: Any policy which is considered a "not taken"; Any policy which is not issued by the company, or if already issued, is rescinded; Any situation in which the producer fails to conform to applicable state regulations and/or company policies and procedures; Any situation in which the producer fails to reasonably cooperate with the company.

**EXPENSE ALLOWANCE PAYMENT SCHEDULE** This Schedule forms a part of the Master General Agent's Agreement to which it is attached and is subject to the provisions of New York State Insurance Law Section 4228 and regulations promulgated hereunder. This schedule supersedes any other provisions of said Agreement, including any other attached schedules with regard to the payment of Expense Allowances on any policies issued by the Company for which the Master General Agent is entitled to, with respect to policies bearing issue dates the same as or later than the effective date indicated below. Any Expense Allowance Payments on additional policies and riders hereafter offered by the Company shall be payable at rates to be furnished by the Company. No Expense Allowance shall be paid on premiums waived or paid by the Company. This schedule is subject to change at any time by the Company.

**BASIS**

1. The Company shall pay the Master General Agent an Expense Allowance equal to the specified percentage of the lesser of (1) premiums paid, received, and accepted by the Company from the General Agent for the Authorized Contracts listed below during the first policy year of such contracts or (2) the commissionable target premium for the contracts as determined by Company and which is subject to change.
2. Expense Allowance Payments shall not be paid under this schedule on any new business bearing an issue date prior to the effective date hereof, nor shall this Schedule apply retroactively in any respect.
3. On amounts of insurance in excess of the Company's limits or retention (inclusive of automatic reinsurance facilities) the Company reserves the right to adjust this Expense Allowance on the amounts reinsured.
4. On universal life plans, Expense Allowance Payments will be paid on non-automatic increases in the specified amount of coverage. The amount of the payment will be the above-specified percentage of the lesser of (1) premiums paid, received, and accepted by the Company

OM Financial Life Insurance Company of New York  
TJAG01 Street STANDARD COMPENSATION SCHEDULE

The Following are Authorized Contracts and the compensation payable:

from the Master General Agent for the increase or (2) an amount equal to the difference between (a) the commissionable target premium as determined by the Company for the specified amount on the effective date of the increase and (b) the commissionable target premium as determined by the Company for the specified amount immediately prior to the increase.

**CHARGEBACKS** - The amount of Expense Allowance Payments paid on Patriot NY in the event of a full surrender, on all policies (regardless of the mode), the as-earned commission is charged back at 100% in the first month, decreasing by 8.33% for the next 12 months, with 0% in the 13th month. In addition, any outstanding advance is fully recouped (100%). In the event of a lapse, on all Patriot NY policies (regardless of mode), the as-earned commission is not charged back (0%) and any outstanding advance is fully recouped (100%).

**RETURN OF PREMIUM** - If the Company shall return the premium on any policy and cancel or rescind it for any reason whatsoever, the Master General Agent agrees to repay the Company on demand the amount of Expense Allowance received with respect to the premiums so returned.

**TERMINATION** - If the Master General Agent's Agreement or this Expense Allowance Payment Schedule should terminate at any time, for any reason, only those premiums paid, received, and accepted prior to said termination date will be taken into account for purpose of calculating any Expense Allowance Payment due hereunder.

**EXPENSE ALLOWANCE PAYMENTS FOR INTERNAL REPLACEMENTS** - New policies issued by the Company as a result of internal replacement of existing policies will be compensated at a reduced rate set by the Company. The concurrent termination of one policy and the issue of another will be treated as a replacement. Similarly, cash values paid to policyholders and subsequently returned for application to newly issued policies will be treated as if they were transferred directly and compensation will be adjusted accordingly. Cash values applied towards premium will not receive Expense Allowance Payments.

**GENERAL** - The Master General Agent's right to any Expense Allowance Payment hereunder is subject to all of the terms and conditions of the Master General Agent's Agreement. Without limiting the generality of the foregoing, it is expressly understood that any expense allowance payable to the Master General Agent shall be netted against any compensation payable to the Master General Agent pursuant to this Expense Allowance Payment Schedule or any Compensation Schedule.

TJAG01 Street - (Effective 2/16/2007)