

By signing below, you certify that: you have not been convicted of a felony involving theft, dishonesty or breach of trust, are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Agreement with you, and that you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act. You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms. You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of our insurance products. You acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.

**COMPLETE SECTION 1 OR 2 OF THE FOLLOWING:**

**1. INDIVIDUAL PRODUCER**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Note:** If completing section 2, the Guaranty portion must be completed in order to process the agreement.

**2a. NON-INDIVIDUAL PRODUCER**  
(Corporation, Agency, etc.)

Name of Entity \_\_\_\_\_

Printed Name of Authorized Officer \_\_\_\_\_

Signature of Authorized Officer \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**2b. GUARANTY**

The undersigned hereby unconditionally guarantees the full and timely payment of any and all indebtedness of the Non-Individual Producer to the Company(ies).

Printed Name of Individual \_\_\_\_\_

Signature of Individual \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C**  
**NY 187 Disclosure Template**

For sales transactions in New York (TFLIC policies)



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

Producer Representation under New York Regulation 187

In recommending this annuity or life insurance sales transaction to the consumer, I have acted in the best interest of the consumer. The recommendation is based on an evaluation of the relevant suitability information of the consumer and reflects the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances then prevailing. Only the interests of the consumer have been considered in making the recommendation. The sales transaction is suitable, and I have a reasonable basis to believe that:

- (a) the consumer has been reasonably informed of various features of the policy and potential consequences of the sales transaction, both favorable and unfavorable;
- (b) the consumer would benefit from certain features of the policy; and
- (c) the particular policy as a whole, the underlying subaccounts to which funds are allocated at the time of the sales transaction, and riders and similar product enhancements, if any, are suitable for this consumer based on the consumer's suitability information.

I have:

- (a) weighed multiple factors that are relevant to the best interests of the consumer including, but not limited to, the benefits provided by the policy, the price of the policy, the financial strength of the insurer, and other factors that differentiate products or insurers;
- (b) at the time of this recommendation, disclosed to the consumer in a reasonable summary format all relevant suitability considerations and product information, both favorable and unfavorable, that provide the basis for the recommendation; and
- (c) documented the basis for the recommendation made.

***The following representation is made if the recommended transaction is a replacement of a policy (as defined in New York Insurance Law):***

This replacement is suitable including taking into consideration whether:

- (a) the consumer will incur a surrender charge, increased premium or fees, decreased coverage duration, decreased death benefit or income amount, adverse change in health rating, be subject to the commencement of a new surrender period, lose existing benefits (such as death, living or other contractual benefits), be subject to tax implications if the consumer surrenders or borrows from the policy, or be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements;
- (b) the consumer would benefit from policy enhancements and improvements, such as a decreased premium or fees, increased coverage duration, increased death benefit or income amount; and
- (c) the consumer has had another policy replacement, in particular, a replacement within the preceding 36 months.

\_\_\_\_\_  
Producer's signature

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

\_\_\_\_\_  
Print producer's name



## Agreement for Commission Annualization

(Please Type or Print in Ink)

\_\_\_\_\_  
Producer ID

\_\_\_\_\_  
Producer TIN / SSN

\_\_\_\_\_  
Office ID Code

\_\_\_\_\_  
Name (For entities: provide complete legal name)

By signing below, the producer requests that Transamerica Financial Life Insurance Company and/or Transamerica Life Insurance Company (each individually referred to as the "Company") make payments to the producer under a commission annualization program (the "Annualization Program"). This Agreement for Commission Annualization (the "agreement") sets forth the producer's duties and obligations with respect to the Annualization Program. Under the Annualization Program, the Company may pay commissions to the producer based on the projected first year annual premiums for policies sold by the Company through applications solicited by the producer when actual premium received by the Company may be less than a full annual premium. The producer acknowledges and understands that commissions paid based on premium payments not actually received by the Company constitute an advance payment against commissions which are anticipated to be earned by the producer if and when the remainder of the first year annual premium is received by the Company.

In addition to the terms and conditions of the applicable selling and/or producer agreement(s) with the Company (collectively, the "Producer Agreement"), the producer understands and agrees that:

1. Only policies placed in force after the date this agreement is approved by the Company will be eligible for annualization payments. Notification of approval will be provided in writing once the agreement is approved by the Company.
2. The producer hereby authorizes the Company to obtain a consumer credit report and conduct an investigation concerning the producer's character, credit, reputation and personal traits, and releases those contacted and the Company from any liability with respect to the content of the information provided and any resulting action by the Company. The producer authorizes the Company to share any personal information regarding the producer with its affiliated companies and to obtain updated or further credit reports if it so chooses at any time that this agreement is in effect or, after its termination, if any amount advanced hereunder remains unpaid. The producer understands that he or she may not be permitted to participate in the Annualization Program if he or she is delinquent in obligations to creditors, or if he or she is subject to any unpaid or unsatisfied judgment, liens, or similar matters.
3. Termination of this agreement does not terminate the Producer Agreement with the Company. However, termination of the Producer Agreement with the Company terminates this agreement and notice is not specifically required.
4. The Company may terminate this agreement without notice, in its sole discretion.
5. The producer agrees that in the event the full annual premium is not received by the Company within 12 months of the issuance of the policy or in sufficient time to prevent lapse of the policy, whichever is sooner, the Company shall have the right to charge the producer's commission account for the amount of commission paid on premium not received by the Company.
6. The producer agrees that amounts charged to his or her commission account pursuant to the foregoing may be deducted from amounts owed to the producer at such time or thereafter by the Company. The producer understands that the Company in its sole and absolute discretion may determine the amounts to be advanced under the Annualization Program and may modify or terminate the Annualization Program at any time. Without limiting the generality of the foregoing, the producer acknowledges and agrees that the Company may, in its sole discretion and from time to time, modify the persistency, production, and/or other requirements to remain eligible for the Annualization Program, as well as the percentages to be advanced and the limit on total advances. In the event of termination of the Annualization Program, any amounts advanced thereunder which have not been earned will be immediately due and payable by the producer. If payment in full is demanded, the producer agrees to pay interest on the unpaid balance on the advanced amount due.

\_\_\_\_\_  
Applicant's Signature and title if Applicant is an entity

\_\_\_\_\_  
Date

- a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.
- c. You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.
  - d. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
  - e. You shall notify us in writing without unreasonable delay and in any event within three (3) business days after becoming aware of a violation of Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.
  - f. You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
  - g. We can amend Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct. These policies, procedures and guidelines can be changed from time to time.

**Transamerica Financial Life Insurance Company**  
**Transamerica Life Insurance Company**



David Curry  
Chief Distribution Officer

**ACKNOWLEDGEMENT**

**I acknowledge that I have read, understood, and accept the provisions of this agreement. Except as expressly supplemented by this Agreement, all other terms and conditions contained in the Agreement remain in full force and effect.**

\_\_\_\_\_  
**NAME (Please Print)**

\_\_\_\_\_  
**AGENT NUMBER**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT

I, \_\_\_\_\_ acknowledge that I have read and understand the Anti-Money Laundering Training for Agents materials. I agree to report any suspicious activity directly to Transamerica.

\_\_\_\_\_  
(Agent Name – please print)

\_\_\_\_\_  
(Signature of Agent)

\_\_\_\_\_  
(Date)

XXX - XX- \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_  
(Social Security Number – last four digits only)

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY  
TRANSAMERICA LIFE INSURANCE COMPANY  
TRANSAMERICA CASUALTY INSURANCE COMPANY  
(Collectively referred to as "Transamerica")