New York Life Secure Term Fixed Annuity V

Application Kit - New York

STV-NOCAPP-1122NY



Annuities are issued by New York Life Insurance and Annuity Corporation ("NYLIAC"), a Delaware Corporation.

NYLIAC is a wholly owned subsidiary of New York Life Insurance Company.

INSTRUCTIONS

1. ANNUITY POLICYTYPE

Choose **ONE** Policy Type and complete the section and, if applicable, the transfer/exchange form.

- If this is for a Non-Qualified Certificate of Deposit Transfer or a Mutual Fund Redemption or Transfer, complete form number ANN43036F.
- If this is for a 1035 Exchange, complete form number ANN43263F.
- If this is for a Traditional IRA, SEP IRA, or Roth IRA Transfer/ Direct Rollover, complete form number ANN43009FNS.
- If this is for an Inherited IRA, complete form number ANN43093F.

2. ANNUITY PREMIUM PAYMENT AMOUNT and INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD

The minimum single premium is \$5,000, except for a Pension Plan, which has a minimum of \$10,000.

For policies of \$1 million or more – complete form number ANN18824 which must be approved by an officer of NYLIAC prior to submitting the application.

Choose one Initial Interest Rate Guarantee Period And Surrender Charge Period.

Initial Interest Rate Guarantee Periods:

3 Years and 3 Year Surrender Charge Period 4 Years and 4 Year Surrender Charge Period 5 Years and 5 Year Surrender Charge Period

6 Years and 6 Year Surrender Charge Period

7 Years and 7 Year Surrender Charge Period

7 Years and 7 Year Surrender Charge Period

Surrender Charge Periods:

Three Years 7%, 7%, 7%
Four Years 7%, 7%, 7%, 6%
Five Years 7%, 7%, 7%, 6%, 5%
Six Years 7%, 7%, 7%, 6%, 5%, 4%

Seven Years 7%, 7%, 7%, 6%, 5%, 4%, 3%

3-6. OWNER, JOINT OWNER, ANNUITANT AND JOINT ANNUITANT

For a Non-Qualified policy, the Owner may be the Annuitant, a Trust, the spouse of the Annuitant or both spouses for a jointly- owned contract. The Annuitant and Joint Annuitant must be spouses on a Non-Qualified policy. For a Traditional IRA, Roth IRA, SEP IRA, the Owner and Annuitant must be the same. For an Inherited IRA, the Owner will be the original policyowner, and the Annuitant must be named Beneficiary under the original IRA policy. **Note:** Joint Life policies are not available for Roth IRA or Inherited IRA plans.

Under the IRS's aggregation rule, all non-qualified cash value deferred annuity contracts issued by NYLIAC (or its affiliates) to the same owner in the same calendar year are treated as one contract for purposes of determining the taxable portion of a partial withdrawal or surrender. This means that if a distribution is taken, we are required to take into account the gains (or losses) in all contracts that are subject to aggregation and more of the distribution may be taxable.

Use the below chart to select the correct Tax Certification form. Tax Certification forms are required to be submitted prior to the contract being issued.

NOTE FOR TRUST OR ENTITY OWNED POLICIES:

The W-9 form must be completed and returned with the application.

Owner Type	W-9	W-8BEN	W-8BEN-E	Other W-8 Forms
US Citizen Individual Owner	Yes	N/A	N/A	N/A
Non US Citizen w/ Resident Alien US Tax Status (e.g. Green Card)	Yes	N/A	N/A	N/A
Non US Citizen w/o Resident Alien US Tax Status	N/A	Yes	N/A	Yes
US Entity	Yes	N/A	N/A	N/A

Other W-8 Forms:

Individual Owners (Non US Citizen and does not have a Resident Alien US Tax Status e.g. Green Card):- use W-8BEN Form except in the following circumstances:

Form W-8ECI – The Owner is claiming that income is effectively connected with the conduct of trade or business within the US (other than personal services).

Form 8233 or Form W-4 – The Owner is a beneficial owner that is receiving compensation for personal services performed in the US. Form W-8IMY – The Owner is acting as an intermediary.

Entity Owner (Non US Entity) – use W-8BEN-E form except in the following circumstances:

Form W-8ECI – The Owner is claiming that income is effectively connected with the conduct of trade or business within the US (other than personal services).

Form 8233 or Form W-4 – The Owner is a beneficial owner that is receiving compensation for personal services performed in the US. Form W-8IMY – The Owner is acting as an intermediary.

Form W-8EXP – if the entity is a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a US possession receiving a withhold-able payment or receiving a payment subject to chapter 3 withholding.

7. BENEFICIARY DESIGNATION

Provide name, relationship to the owner, Date of Birth, Social Security or Tax I.D. number, address, telephone number, and percentage to be paid to each Beneficiary listed. Use Section 10 to provide email address(es) for the Beneficiary(ies). Primary and Contingent designations must each total 100%. If the Ownership is under UGMA/UTMA, the Primary Beneficiary must be the estate of the minor. If the Owner is a Trust, it is recommended that the Primary Beneficiary be the Trust.

Unless the box under declining to designate surviving spouse as the sole Primary Beneficiary is checked, your spouse will be the sole Primary Beneficiary.

If multiple Primary Beneficiaries are named and one or more of those Beneficiaries does not survive the Owner(s), that Beneficiary's interest is terminated and his/her percentage will be divided proportionately among the remaining Primary Beneficiaries. The same holds true for Contingent Beneficiaries. To avoid this you can designate "Per Stirpes" next to each applicable Beneficiary's name. Per Stirpes allows for each Beneficiary's heirs to receive his/her percentage of any remaining death benefit.

8. OPTIONAL RIDER(S)

Check the appropriate box if you want to apply for Optional Riders.

If electing the **Interest Rate Adjustment Benefit Rider (IRABR)**, review the Acknowledgments Regarding IRABR. This rider may not be available for all Initial Interest Rate Guarantee Periods/ Surrender Charge Periods.

9. REPLACEMENT INFORMATION

Check the appropriate box to indicate if you have an existing life insurance or annuity policy, or if you are replacing a life insurance or annuity policy. **Both questions must be answered.** Follow state replacement regulations; complete the New York Definition of Replacement, ANN43078 and New York Regulation 60 Kit, ANN43080.

10. ADDITIONAL INFORMATION

Use this space to provide additional information. Remember to refer back to the original section number.

11. SIGNATURES, ACKNOWLEDGEMENTS AND TAX CERTIFICATION

The Owner, Joint Owner (if applicable), Annuitant (if other than Owner or Joint Owner) and Joint Annuitant (if applicable) must sign and date this section. **Owner Tax Certification:** If the Owner is subject to backup withholding, be sure to check the box in this section.

PRODUCER'S STATEMENT

The Representative/Agent must complete, sign and date this section. All questions, including both replacement questions, must be answered.

If you need assistance, please contact:

New York Life Annuities Sales Desk 1-888-474-7725

Web Site

www.newyorklifeannuities.com

Regular Mail Address NYL Annuities - TPD Mail Code 7390 PO Box 7247 Philadelphia, PA 19170-7390

Overnight/Express Mail Address NYL Annuities - TPD 400 White Clay Center Drive Attn: LOCKBOX # 7390 Newark, DE 19711



APPLICATION For Individual Single Premium Deferred Fixed Annuity New York Life Secure Term Fixed Annuity V

New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Regular Mail Address: NYL Annuities – TPD, Mail Code 7390, PO Box 7247, Philadelphia, PA 19170-7390

Overnight/Express Mail Address: NYL Annuities - TPD, 400 White Clay Center Drive, Attn: LOCKBOX # 7390, Newark, DE 19711

ANNUITY COMMENCEMENT DATE AT THE LATER OF AGE 90 OR 10 YEARS

Please print or type						
1. ANNUITY POLICY TYPE						
Choose ONE Policy Type and complete to	he appropriate selection.					
☐ Non-Qualified	Is this a 1035 Exchange?	☐ Yes	□ No			
☐ Traditional IRA	Current Year Contribution	Prior Year	Contribution	☐ Transfer	□ Rollove	er
☐ SEP IRA						
□ Roth IRA	\$ Year	\$	Year	\$	\$	
☐ Inherited IRA	Transfer \$					
NOTE: If this is a Traditional IRA, SEP IR Inherited IRA transfer, submit Inherited IR			Qualified Trar	sfer/Direct Rollo	ver Form. If	this is an
2. ANNUITY PREMIUM PAYMENT A CHARGE PERIOD	MOUNT and INITIAL IN	ITEREST F	ATE GUARA	NTEE PERIO	AND SUF	RRENDER
A. Premium Payment Amount \$_		NÝLIÁ	C. Indicate t		amount incl	nake payable to uding cash with ounts.
☐ 4 Years and 4 Year		d Surrender □ 5 Y □ 6 Y	Charge Period ears and 5 Yea ears and 6 Yea	are not available ar Surrender Cha ar Surrender Cha	e.) irge Period	n 8, then the
3. OWNER First Name or Trust/Corporation Name		Middle	Last N	lame		Suffix
Mailing Address						
Street or P.O. Box	City				State	Zip Code
Residence Address (if different from m	ailing address)					
Street	City				State	Zip Code
Date of Birth (mm/dd/yyyy)	Soci	al Security/T	ax I.D. Numbe	r	☐ Male ☐ Female	
Country of Citizenship ☐ U.S. ☐ Other, Country Name:	Resi	dent Alien? es □ No	Other" under C	ountry of Citizens	ship, are you	ı a U.S.
Telephone Number □ Cell □ Home	☐ Business Ema	il Address				
Relationship to Annuitant Self Spouse Other:	□S	itionship to J elf □ Spou	oint Annuitant use	(if any)		

4. JOINT OWNER						
Available for Non-Qualified Policy Ty	pe ONLY.					
First Name	Midd	dle	Last Na	me		Suffix
Mailing Address						
Street or P.O. Box		City			State	Zip Code
Residence Address (if different fro	m mailing address)	Lau			0	L 7: 0 1
Street		City			State	Zip Code
Data (District Control of Control		0	E ID N			
Date of Birth (mm/dd/yyyy)		Social Security/T	ax I.D. Numbei		☐ Male ☐ Female	
0 1 60%		D 1 (1 1 1 1 1 1			□ Female	
Country of Citizenship U.S.		Relationship to 0	Jwner			
☐ Other, Country Name:		☐ Spouse ☐ Other:				
Telephone Number □ Cell □ Ho	me 🗆 Business	Email Address				
5. ANNUITANT						
Complete this section if the Annuitant	t is not the Owner or Join	t Owner				
First Name	Mid		Last Na	ame		Suffix
T Wet Hame	771104	4.0	2001110			Cumx
Residence Address						
Street		City			State	Zip Code
Succe		Oity			Otato	Zip code
Date of Pirth (mm/dd/www)		Cooled Coourity N	lumbor		☐ Male	
Date of Birth (mm/dd/yyyy)		Social Security N	vuilibei		□ Iviale □ Female	
0 1 60%	I .					
Country of Citizenship U.S.	Telephone Number \square	Cell ☐ Home	☐ Business	Email Addres	S	
☐ Other, Country Name:						
- Suiter, Southly Name.						
6. JOINT ANNUITANT						
Complete this section if the Joint Ann	uitant is not the Owner of	r Joint Owner.				
First Name	Mid	dle	Last Na	ame		Suffix
Residence Address						
Street		City			State	Zip Code
Date of Birth (mm/dd/yyyy)		Social Security N	Number		☐ Male	L
, ,,,,,,		,			☐ Female	
Country of Citizenship	Telephone Number	L Cell □ Home	☐ Business	Email Addres	<u> </u>	
			Dusiliess	Liliali Addics	0	
☐ Other, Country Name:						
-						

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и.	BEN		97 / £1				2411	

Note: Primary and Contingent Beneficiary designations must each total 100%. If percentage(s) are not provided, the benefits will be divided equally. For a per stirpes Beneficiary designation, write "Per Stirpes" next to each applicable Beneficiary's name. Use Section 10 to enter additional Beneficiary information. Refer to the application instructions for further details.

JOINT OWNERS WHO ARE SPOUSES:

designated. This allows the surviving Owner/spouse to continue the Policy at the death of the other Owner before the Annuity Commencement Date.								
ONE OWNER: Unless you check the box below, your spouse will be the <u>sole primary Beneficiary</u> of the Policy and no other primary beneficiary should be designated. This allows your spouse to continue the Policy if you die before the Annuity Commencement Date. If your spouse's information is not listed in the sections above, please provide his/her information below.								
Regardless of your primary beneficiary designat	ion, you may na	me contingent benef	iciary(ies) below.					
DECLINING TO DESIGNATE SURVIVING SPO By checking this box, I am NOT nam Individual(s)/entity(ies) named below Commencement Date and NYLIAC w	ing my spouse v. As a result,	as sole Primary Be the Policy will end a	neficiary and instea					
JOINT OWNERS WHO ARE NOT SPOUSES:	iaiam. Na atha			بالمال المالية				
The surviving Owner is the <u>sole Primary Benef</u> contingent beneficiary(ies) below. The Policy wi	<u>iciary</u> . No otne Il end at the dea	r primary beneticiary ath of the other Owne	snould be designated er.	a nowever, you	may name			
□PRIMARY or □ CONTINGENT Beneficiary's	1 0114 41 110 400	Date of Birth	Social Security/	Doroontogo	Relationship			
Full Name/Entity Name		(mm/dd/yyyy)	Tax I.D. Number	Percentage	to Owner			
		(**************************************		%				
Address: Street	City	State	Zip Code	Telephone Nu	mber			
	J.,	33	p					
□PRIMARY or □ CONTINGENT Beneficiary's		Date of Birth	Social Security/	Percentage	Relationship			
Full Name/Entity Name		(mm/dd/yyyy)	Tax I.D. Number	Ü	to Owner			
				%				
Address: Street	City	State	Zip Code	Telephone Nu	mber			
□PRIMARY or □ CONTINGENT Beneficiary's		Date of Birth	Social Security/	Percentage	Relationship			
Full Name/Entity Name		(mm/dd/yyyy)	Tax I.D. Number	J	to Owner '			
				%				
Address: Street	City	State	Zip Code	Telephone Nu	mber			
□PRIMARY or □ CONTINGENT Beneficiary's		Date of Birth	Social Security/	Percentage	Relationship			
Full Name/Entity Name		(mm/dd/yyyy)	Tax I.D. Number		to Owner			
				%				
Address: Street	City	State	Zip Code	Telephone Nu	mber			

(11/2021) NC19D-BD27NY

ODTIONAL DIDER(S)	
8. OPTIONAL RIDER(S)A charge may apply to the rider(s) you elect below. Certain riders may not be available with all Policy Types	
☐ Interest Rate Adjustment Benefit Rider* (IRABR) This rider may not be available for all Initial Interest Surrender Charge Periods. Refer to Section 2B.	
Check ONE of the following options. Please read the ACKNOWLEDGEMENTS REGARDING IR Section 11, you indicate your understanding of, and agreement to, the statements made in the ACKNOWLEDGEMENTS REGARDING IR REGARDING IRABR.	
□ Option 1: If the 10-year U.S. Constant Maturity Treasury Rate (10-year CMT Rate) (Index) had points (bps) on an Interest Opportunity Date** that occurs after the Policy Date but on or before Anniversary, you will receive a one-time automatic interest rate increase of 50bps effective of Opportunity Date. You will receive this increase only on the first occurrence of this event. The remainder of the Initial Interest Rate Guarantee Period.	ore the first Policy on the day following the Interest
NOTE: Regardless of how much the Index increases, the crediting rate will only increase	e by 50bps.
□ Option 2: If the 10-year U.S. Constant Maturity Treasury Rate (10-year CMT Rate) (Index) had basis points (bps) on an Interest Opportunity Date** that occurs after the Policy Date but on a Anniversary, you will receive a one-time automatic interest rate increase of 100bps effective Opportunity Date. You will receive this increase only on the first occurrence of this event. The remainder of the Initial Interest Rate Guarantee Period.	or before the second Policy on the day following the Interes
NOTE: Regardless of how much the Index increases, the crediting rate will only increase	e by 100bps.
**The set date(s) on which the Index will be evaluated.	
ACKNOWLEDGMENTS REGARDING INTEREST RATE ADJUSTMENT BENEFIT I/We have elected the IRABR for the potential increase to the interest rate credited during my Initial Interest I described above. I/We understand that: 1) By electing the IRABR, I will receive a lower Initial Interest Rate than if I had not elected it. 2) If NYLIAC offers more than one IRABR option, some options may provide for a higher Initial Interest Rate (IRABR).	Rate Guarantee Period as st Rate than others.
 If NYLIAC offers more than one IRABR option, an option with a lower interest rate increase may pr Rate than an option with a higher interest rate increase. 	rovide for a nigher initial interes
 4) If the conditions for an increase do not occur, my Initial Interest Rate will not change. 5) Any increase to my Initial Interest Rate will apply from the day following the Interest Opportunity Da Initial Interest Rate Guarantee Period. 	ate until the end of the Policy's
6) If I cancel the IRABR, my Initial Interest Rate will not change.	
 Any increase to my Initial Interest Rate will only apply if the conditions under the elected IRABR op satisfied. 	otion described above are
8) Any increase to my Initial Interest Rate will be made only one time if the conditions under the elect above are satisfied regardless of whether there are further increases to the Index.	ed IRABR option described
By signing the application, I/We understand and acknowledge the above statements.	
*Marketed as "Interest Opportunity Rider".	
9. REPLACEMENT INFORMATION	
If "Yes" to A or B, provide policy information below. Use Section 10 to include information if more than two p	olicies are being replaced.
A) Do you have any existing life insurance or annuity policies?	☐ Yes ☐ No
B) Is the policy applied for a replacement of a life insurance or annuity policy?	☐ Yes ☐ No
Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-Qualified Policies)	1035 Exchange: ☐ Yes ☐ No
Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-Qualified Policies)	1035 Exchange: ☐ Yes ☐ No
10. ADDITIONAL INFORMATION	
Attach a separate sheet if additional space is needed.	
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11. SIGNATURES, ACKNOWLEDGEMENTS AND TAX CERTIFICATION

Read statements and sign below.

By signing below, I/We acknowledge and agree that: (1) All of the answers to questions and statements made in this application are true to the best of my/ our knowledge and belief. (2) This Policy will not become effective unless it is issued while the Owner(s) and Annuitant(s) are living. (3) Unless otherwise indicated below, the Owner of this Policy is the Applicant. (4) Under penalties of perjury, the Social Security/Taxpayer Identification Numbers provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or change any policy issued by NYLIAC, or give up any of the Owner's rights or requirements. (6) I/We understand that this Policy is not backed or guaranteed by any bank or insured by the FDIC.

I/WE UNDERSTAND THAT I/WE MAY RECEIVE LESS THAN THE PREMIUM PAYMENT UPON SURRENDER OF THIS POLICY.

The Owner's tax certification provided below does not apply if the Owner is not a U.S. person (including a U.S. resident alien) and has otherwise completed and executed an applicable IRS Form W-8.

Owner Tax Certification:

Under penalties of periury, I (as Owner named) certify:

- (1) My Social Security Number or Tax ID Number shown on this application is my correct taxpayer identification number,
- (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 IRS that I am subject to backup withholding as a result of a failure to report all interest or dividend income; or (c) the IRS has notified me that I am no longer subject to backup withholding,
- (3) I am a U.S. person (includes a U.S. resident alien), and
- (4) The Foreign Account Tax Compliance Act (FATCA) code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Please note: if being submitted for a U.S. policy, this last certification (4) does not apply).

☐ Check this box or cross out item 2 above if the IRS has notified	ed you that you a	ire subject to backup	withholding.
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If I am a U.S. entity, I am submitting a completed IRS Form W-9.

If I am not a U.S. citizen, U.S. resident alien or other U.S. person, I am submitting the applicable IRS Form W-8 with this form to certify my foreign status and, if applicable, claim treaty benefits.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signed at (City/State)	DATE SIGNED
SIGN HERE	SIGN HERE
▲ Applicant's Signature (Owner)	▲ Joint Owner's Signature (if applicable)
SIGN HERE	SIGN HERE
▲ Annuitant's Signature (if other than Owner or Joint Owner)	▲ Joint Annuitant's Signature
	(if other than Owner or Joint Owner)

For Representative/Agent use only. Signature Required The below is not part of the application, but it must be completed.

PRODUCER'S STATEMENT:							
1. Is Owner a U.S. Citizen?	☐ Yes ☐ No						
	If you have answered "No", check the appropriate box below. ☐ Resident Alien ☐ Non-Resident Alien ☐ Other:						
2. Is Joint Owner a U.S. Citizen? (if applicable)	☐ Yes ☐ No						
	If you have answered "No", check the appropriate box below. ☐ Resident Alien ☐ Non-Resident Alien ☐ Other:						
3. Does the applicant have any existing life insurance or annuity policies?	☐ Yes ☐ No						
4. Is this a replacement of a life insurance or annuity policy?	☐ Yes ☐ No						
	If you have answered "Yes" to either question #3 or #4 of the Producer's Statement, please follow state replacement regulations and attach any required replacement forms.						
5. Is the Owner of the Policy a Trust?	☐ Yes ☐ No						
	If you have answered "Yes", please attach pages of the Trust Agreement, including a copy of the title page, signature page, and any applicable trustee designation pages and amendments to the Trust.						
	ation are true to the best of the knowledge and belief of those who made ales material in connection with this application, and copies of all sales						
SIGN HERE	DATE HERE						
▲ Representative's/Agent's Signature	▲ DATE SIGNED						
Representative's/Agent's Name	Telephone Number						
Representative's/Agent's Email Address	,						
State License Number	NYLIAC Code Number						
Firm/Agency Name	Firm/Agency Telephone Number						
Firm/Agency Address Street (City State Zip Code						

(04/2017)



Interest Opportunity Rider

Interest Opportunity Rider (IOR) Overview

- An optional rider that offers transparent upside. Available on the New York Life Secure Term Fixed Annuity V.
- Gives clients the potential to increase their interest rate by 50 or 100 bps if the 10-year Treasury rate increases by at least the same amount on specified dates within one or two years after issue, depending on which option is chosen.
- Clients who expect interest rates to increase will be able to purchase IOR and may participate in a rising rate environment.
- Reduced initial interest rate (15bps for option 1 and 25bps for option 2).

How IOR Works

Option 1

- If the 10-year Treasury rate increases by at least **50bps** on the semi-anniversary or the **1st policy anniversary**, the policy's interest rate will automatically increase by **50bps**.
- New rate will apply for the remainder of the initial interest rate guarantee period.
- IOR increase added to reduced initial interest rate (ex. Initial Rate IOR Rider Fee + IOR Increase = New policy interest rate).

Option 2

- If the 10-year Treasury rate increases by at least **100bps** on the semi-anniversary or anniversary in the **first two policy years**, the policy's interest rate will automatically increase by **100bps**.
- New rate will apply for the remainder of the initial interest rate guarantee period.
- IOR increase added to reduced initial interest rate (ex. Initial Rate IOR Rider Fee + IOR Increase = New policy interest rate).

New York Life Secure Term Fixed Annuity V Product Features

Minimum Initial Premium \$5,000; \$10,000 for Pension plans; additional premium payments not permitted

Issue Ages Non-tax qualified and Inherited IRA: 0-85; Tax qualified: 18-85

Interest Rate Guarantee Periods* Choice of: 3, 4, 5, 6 or 7 years

Corresponding Surrender Charge Periods

		Year						
		1	2	3	4	5	6	7
_	3 Years	7	7	7				
ayıneıı	4 Years	7	7	7	6			
קש	5 Years	7	7	7	6	5		
5	6 Years	7	7	7	6	5	4	
8	7 Years	7	7	7	6	5	4	3

^{*}In New York, the Interest Opportunity Rider (also known as the Interest Rate Adjustment Benefit Rider) is not available for the 3 and 4 year interest rate guarantee periods.

Required Producer Training Attestation: I hereby affirm my full understanding of this fixed annuity product and optional riders prior to recommending the purchase by my client.



▲ Representative's/Agent's Signature

▲ Date (mm/dd/yyyy)