

## LICENSING REQUIREMENTS

Please include the following requirements and Fax to **425-453-0909** Or E-Mail to **Contracting@theannuitysourceinc.com** 

## Contracting Requirements

- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered "yes" to any question re: special circumstances, please include an Explanation Document.

## **Training Requirements**

- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the <u>Carrier</u> <u>Product Training</u> PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.
   https://aml.limra.com

**Username:** First four letters of last name and last six of the social - all lowercase **Password:** Frist time users will use the last name (lowercase)

# Licensing Questions please call: 800-743-4930

www.theannuitysourceinc.com



#### Fax completed application to: 1-866-817-9751

Type of Appointment										
Agency Principal/Owner Producer/Writing Agent/Licensed Only Agent Registered Representative										
Referring Agency/Broker Dealer/BGA/IMO:										
1. Applicant Demographic Information										
Licensed Name: (First)			(Last)				eterste gr		M.I.	Frent Barbara
SSN (xxx-xx-xxxx):		Date of Bir	th (mm/e	dd/yyyy):				Gender:	□м	F
Resident Street Address:			Sector	<u></u>	1. 177, 11	<u>e el la terra</u>	ti Karatan	an ta ang	n ligge se	
City: A character and a laws	ha chunnaí ghada i	Sta	ite:	n e et goe te			Zip:	, an teach dig	n stille	
Business Mailing Address:			I				1			
City:		Sta	te:				Zip:		이라고 밝 -	
Business Location Address	(if different than Mailing	s):	e ast	a starije	tat e	e el este co	1		terite da	uen ette
City:		Sta	ite:				Zip:		enere di	
Email Address:	an di <mark>kangapa</mark> tén karan	anda pro	N. A.C.	na series		n Alter and		in the second	n an	
Phone Numbers (Business)			(Cell)			an a	(Fax)	a a san sa sa		
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2. Licenses and Re	gistration		Section .						N. 	
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Resident License State:		License Nu	mber:					PN:		a di kata
*Symetra will pay resident	Non-resident Appointments (list states needed): *Symetra will pay resident appointment/renewal appointments only.									
CRD Number:		Che	ck applic	able series	. [	6	63 [	]7		n na shinin a shekarar

3. Required Training

- 1. I have successfully completed an anti-money laundering training program (attach proof of completed training course):
- I plan to sell annuities and have successfully completed any state mandated annuity suitability training program required in the states I plan to sell (attach proof of completed training course):
   Yes No

#### 4. Assignment of Commissions

I understand that as a producer/writing agent/registered representative, Symetra is not responsible for payment to me of any commissions or other compensation for policies issued from applications solicited by me. I

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understand that such amounts will be paid by Symetra to my Agency/Broker Dealer and I will look solely to them for my compensation.

5. Background Information	
If you answer "yes" to any questions, you must attach an explanation with all relevant information, supporting documents.	_
1.) Has an errors and omissions claim been filed against you?	Yes No
2.) Has any life insurance company cancelled your contract/appointment or forced you to resign for any reason other than production?	Yes 🗌 No
3.) Other than minor traffic violations, have you ever been arrested or convicted?	Yes No
4.) Has your insurance license or securities registration ever been suspended or revoked?	Yes No
5.) Has a formal investigative complaint been filed against you with any insurance department of any state, the SEC, or FINRA?	Yes No
6.) Within the past 10 years have you: a.) filed for bankruptcy?	Yes 🗌 No
b.) exercised control over an organization that filed for bankruptcy based on events that occurred while under your control?	🗌 Yes 🗌 No
7.) Do you owe any money to a government regulatory body (e.g., tax lien, IRS)?	Yes No
8.) Are you now or have you ever been involved in any investment-related litigation?	Yes No
9.) Are there any outstanding or unsatisfied judgments or liens against you?	Yes 🗌 No
10.) Do you have any outstanding debt(s) with any insurance marketing organization, insurance company, or broker/dealer?	Yes No

#### 6. Authorization to Obtain Consumer Reports

This is to advise you that Symetra Financial, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for appointment as an agent of Symetra Financial or one or more of its affiliates or partners.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

A copy of the FTC notice entitled "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA", is available at <a href="http://www.ftc.gov/os/statutes/2user.htm">http://www.ftc.gov/os/statutes/2user.htm</a>.

I hereby authorize and consent Symetra Financial, Inc and its affiliates or partners (collectively, "the Company") to obtain such additional background information about me as they deem necessary from time to time through independent investigation, FINRA CRD reports and/or through a consumer reporting agency's consumer report (collectively, "Background Report"). I authorize the Company to share the information contained in my appointment application or any other information that the Company may obtain, including Background Reports, with its affiliates or partners for the purposes of establishing my eligibility and/or continuing eligibility for appointment with the Company and its affiliates or partners as well as any other disclosure required by law. I hereby authorize my employers and other insurance companies I am or have been appointed with to release any and all information that they may have about me, personal or otherwise, to the Company, and I hereby release all such parties from all liability that may result from furnishing the same. I understand and agree that my appointment will, in part be based upon my appointment application and the information in such Background Reports.

By signing below, I acknowledge that I have read, understand and accept the preceding statement.

**Applicant Signature** 

Date

I have pending business: Yes No

Oklahoma and Minnesota agents only: 🔲 Check here if you would like a copy of your background investigation report

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Fax completed application to: 1-866-817-9751

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Corporation	Partnership	Association	Limited Liability Corporation	Limited Liability Partnership

.

Referring Wholesaler/Agency/BGA/IMO:

1. Entity Information							
Licensed Entity Name:	A the stand			•		· · ·	an a
Federal Tax ID # (xx-xxxxxx):		<u> </u>	DBA:				
States business will be written i	in:	•	·····	····			
Total number of Reps/Agents:					· · · · · · · ·		and the state of the
Business Mailing Address:		* : ·:					
City:		State:				Zip:	
Business Location Address (if di	fferent than Mailing):						
City:		State:		-		Zip:	
Website:		··					
Phone Number:				Fax:			

2. Entity Licenses and Registration						
Resident License State:	License Number:					
		A second s				
Non-resident Appointments (list states needed):	ta Magantiga na she ni					
*Symetra will pay resident	and the stranger of the second second frequency of the second					
appointment/renewal appointments only.	and the second second second					
CRD Number:		and the second				

3. Princip	al/Owner	or Authorized	Company S	igner 🗠						
Name:						Fitle:	an di Kara		a tang Nang Sang Sang Sang Sang Sang Sang Sang Sang Sang	n deter al. Terretoria
SSN (xxx-xx-xxxx):					Date of	Birth (m	n/dd/yyyy):		वस्थल्याः संज	a da mara a
Email Address:					rincipal/O	wner ne	ed to be app	pointed to	sell?: Yes*	No
(1) The state of the second state of the se					please inc	lude cor	npleted LOA	/Produce	r application.	
Phone Numbers	i ta e tivat	an is the set	aaggeber 1.	(Cell)	in a sin			(Fax)	en attende en	er ge
(Business):					i sure					

4. Commission	Options						
Commission Payment Method: EFT DTCC NSCC Number							
Payment Frequency:	Weekly Bi-Weekly	EFT Account Type: Checking Savings					
<ul> <li>A second sec second second sec</li></ul>	Monthly Quarterly						
EFT Account Number:		Routing Number:					

5.	Background Information									
control	Please respond to all questions for you as an officer of your company and the organization over which you have exercised control. If you answer "yes" to any questions, you must attach an explanation with all relevant information, including dates and supporting documents.									
1.)	Have you ever had an insurance license or securities registration suspended or revoked?	Yes No								
2.)	Has a formal investigative complaint been filed against you or an officer of your company with any insurance department of any state, the SEC, or FINRA?	🗌 Yes 🔲 No								
3.)	Other than minor traffic violations, have you or an officer of your company ever been arrested or convicted?	🗌 Yes 🗌 No								
4.)	Within the past 10 years have you: a.) filed for bankruptcy?	Yes No								
	b.) exercised control over an organization that filed for bankruptcy based on events that occurred while under your control?	🗌 Yes 🗌 No								
4.)	Do you have any outstanding debt(s) with any insurance marketing organization, insurance company, or broker/dealer?	🗌 Yes 🗌 No								
5.)	Do you currently have a state, federal or other taxing authority tax lien or judgment?	🗌 Yes 🗌 No								
6.)	Are you now, or have ever been involved in any investment-related litigation?	Yes No								
7.)	Has an errors and omissions claim been filed against you or an officer of your company?	Yes No								

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By signing below, I acknowledge that I have read, understand and accept the preceding statement. I am signing on behalf of the organization.

Signature of Principal/Authorized Company Signer

Date

Oklahoma and Minnesota agents only: Check here if you would like a copy of your background investigation report

AGY-574 03/2012



Fax completed application to: 1-866-817-9751

Type of Appointment			
Sole Proprietor		1	

Referring Wholesaler/Agency/BGA/IMO:

1. Applicant Information			
Licensed Name: (First)	(Last)		<b>M.I.</b>
SSN (xxx-xx-xxxx):	e of Birth (mm/dd/yyyy):		Gender: M F
Resident Street Address:	n an an Anna a Anna an Anna an Anna an Anna an		Andrewski (M
City:	State:	Zip:	
Business Mailing		al far de ge Ker de ge	a la constante de la servición de la constante de la constante de la constante de la constante de la constante Esta de la constante de la const
City:	State:	Zip:	
Business Location Address (if different than Mailing):			gina an an Alaga an Antara an Alaga. Ang ina ang ing ing ing ing ing ing ing ing ing i
City:	State:	Zip:	~
Email Address:		in an	
Phone Numbers (Business):	(Cell)	(Fax)	

2. Licenses and Registration			
Resident License State:	License Number:		NPN:
Non-resident Appointments (list states needed *Symetra will pay resident appointment/renewal appointments only.	Berger (1997) - an		an an an Anna an Anna an Anna Anna Anna
Are you registered with a Broker Dealer?	Yes No		n an an taon an Araba an taon 1999 ang taon ang Na taong t
If yes, name of Broker Dealer:			n an an an Araba an Araba an Araba an Araba. An Araba an Araba an Araba an Araba an Araba an Araba an Araba
CRD Number:	Check applica	ble series:	63 🔲 7

3. Required Training

- 1. I have successfully completed an anti-money laundering training program (attach proof of completed training course):
- 2. I plan to sell annuities and have successfully completed all state mandated annuity suitability training required in the states where I plan to sell (attach proof of completed training course):

Yes	No	

4. Commission	Options		
Commission Payment Method:			NSCC Number
Payment Frequency:	U Weekly	Bi-Weekly	EFT Account Type: Checking Savings
	Monthly		an the state of the second
EFT Account Number:		· .	Routing Number:

AGY-573 03/2012

5. Background Information	
If you answer "yes" to any questions, you must attach an explanation with all relevant information, supporting documents.	including dates and
1.) Has an errors and omissions claim been filed against you?	Yes No
2.) Has any life insurance company cancelled your contract/appointment or forced you to resign for any reason other than production?	Yes 🗋 No
3.) Other than minor traffic violations, have you ever been arrested or convicted?	Yes No
4.) Has your insurance license or securities registration ever been suspended or revoked?	Yes No
5.) Has a formal investigative complaint been filed against you with any insurance department of any state, the SEC, or FINRA?	🗌 Yes 🗌 No
6.) Within the past 10 years have you: a.) filed for bankruptcy?	🗌 Yes 🗌 No
b.) exercised control over an organization that filed for bankruptcy based on events that occurred while under your control?	Yes No
7.) Do you owe any money to a government regulatory body (e.g., tax lien, IRS)?	Yes No
8.) Are you now or have you ever been involved in any investment-related litigation?	Yes No
9.) Are there any outstanding or unsatisfied judgments or liens against you?	Yes No
10.) Do you have any outstanding debt(s) with any insurance marketing organization, insurance company, or broker/dealer?	Yes No

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By signing below, I acknowledge that I have read, understand and accept the preceding statement.

**Applicant Signature** 

Date

I have pending business: Yes No

Oklahoma and Minnesota agents only:

Check here if you would like a copy of your background investigation report

#### Symetra Life Insurance Company First Symetra National Life Insurance Company of New York Terms and Conditions

#### General

#### 1. Values Statement

The Company has a history, tradition and reputation for high ethical standards. Agency agrees to adhere to the Values Statement, will avoid conflicts of interest, and will comply with all applicable laws.

Agency shall:

- a. Act with integrity, which includes being honest with customers and Company.
- b. Understand Company's customers' financial and insurance objectives and satisfy those objectives with suitable financial and insurance products and first-rate service.
- c. Provide clear and accurate advertising and sales materials to Company customers.
- d. Help resolve customers complaints and disputes fairly and promptly.
- e. Take appropriate actions, including having adequate supervision, to comply with applicable laws.
- f. Compete actively and fairly so as to provide customers with needed services and products at reasonable prices.

#### 2. Confidentiality

Company may furnish Agency with personal customer information that is non-public and confidential in nature. Except as required in order to perform its obligations and duties under this Agreement, to perform joint marketing efforts with Company, or as permitted by law, Agency shall not use or disclose such non-public or confidential information received from Company.

Agency will maintain and enforce safety and physical security procedures with respect to its access and maintenance of personal customer information that provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access. Agency will notify Company of any breach of security and use diligent efforts to remedy any breach of security or unauthorized access in a timely manner. Agency agrees to cooperate with the Company's efforts to remedy any breach of security or unauthorized access.

- 3. Company agrees that during the term of this Agreement and following its termination, Company shall not solicit any customer of Agency who purchases any product from the Company under this Agreement for any additional product or service without Agency's prior written consent; provided, however, that Company may offer additional products or services to any such customers who become a customer of the Company through another agency relationship.
- 4. Status and Authority of Agency
  - a. Agency is an independent contractor, not an employee of Company, which has retained its right to exercise exclusive and independent control of its time, energy and skill in the conduct of its business.
  - b. Agency is authorized to solicit applications for those life and health insurance products issued by the Company that are listed on the attached agency agreement pages; and to collect initial policy premiums and account deposits, and such other premiums as may be specifically authorized by the Company.

#### 5. Agency has no authority to:

- a. Make, alter or discharge any policy;
- b. Extend the time for payment of premiums;
- c. Waive or extend any policy provision;
- d. Incur any liability or expense on behalf of Company;
- e. Receive any money due or to become due to Company except initial policy premiums and account deposits and other such premiums as may be specifically authorized by the Company.
- Agency shall promptly submit applications and remit premiums and deposits to Company at its Home Office, 777 108<sup>th</sup> Ave NE, Suite 1200, Bellevue, WA 98004. For First Symetra National Life Insurance Company of New York submit applications and remit premiums and deposits to Company at its Administrative Office, P.O. Box 34690, Seattle, WA 98124-1690.
- 7. Agency shall be responsible to Company for the fidelity and acts of Agency representatives. Agency is responsible for ensuring that no business is solicited by any representative until that representative is authorized to represent the

Company according to the applicable state regulations and after the Agreement effective date. Compensation is earned on premiums received after the Agency is appointed with the Company.

- 8. Agency shall not pay or allow, or offer to allow, as an inducement to any person to insure or enroll, any illegal rebate of premium or other consideration due, or any other inducement not specified in the policy; nor make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder in any other company to lapse, forfeit or surrender insurance.
- 9. Agency shall not use any sales material, illustrations or advertisement in which Company is identified, unless the written consent of Company is obtained.
- 10. Without liability to the Agency, the Company may withdraw from doing business in any jurisdiction, and may at its discretion withdraw, substitute, add or change rates on any plan or plans.

#### Suitability

Agency shall be responsible for reviewing the suitability of Company product sales by Agency representatives under all applicable state and federal laws, rules and regulations ("applicable laws"). Agency shall require Agency representatives to complete the Company's suitability form or, upon Agency's request, such other suitability form approved by the Company in writing. Agency shall meet or exceed the requirements established by the Suitability in Annuity Transactions Model Regulation adopted by the National Association of Insurance Commissioners (the "NAIC") and any successor thereto. The suitability of Company product sales will also be reviewed by a broker-dealer appointed by the Company or, upon Agency's request, by such other broker-dealer or other entity approved by the Company in writing.

Agency shall also be responsible for the training, supervision and control of Agency representatives in connection with their solicitation activities regarding Company products. Agency shall do each of the following:

- Ensure that Agency representatives complete all state and federally mandated continuing education and other training requirements, and use training materials furnished by the Company to provide or make provisions for providing training to Agency representatives regarding the sale of Company products. Such training shall also include but not be limited to general product training on requirements regarding suitability, replacement, and anti-money laundering. Agency shall maintain records regarding the training provided to Agency representatives, and shall provide proof of the training upon request by the Company.
- Establish and maintain a system which will ensure that recommendations by Agency representatives to customers will be reviewed by an approved broker-dealer or other entity designated by the Company, to achieve compliance with all applicable laws.
- Establish and maintain procedures for capturing customer information which is required for making a suitability determination in accordance with all applicable laws, and for assuring Agency's compliance with all applicable laws.
- 4. Maintain accurate records and conduct periodic reviews of its records to verify that Agency is in compliance with all applicable laws, and provide such records to Company upon written request.
- 5. Submit to Company a certification signed by an officer of the Agency, upon written request, which certifies that Agency has a reasonable basis to believe that it is in compliance with its policies and procedures and with all applicable laws.

#### Complaints

 Agency and Company shall fully cooperate with each other, in the event of any regulatory inquiry or proceeding or any complaint. Agency must notify Company immediately if it becomes aware of a complaint. A complaint is defined as any communication, written or oral, received by Company, or its representatives, that expresses dissatisfaction relating to a Company policy or contract applied for, issued, or administered by Company, or that expresses dissatisfaction with an agent or other Company representative. An inquiry about an administrative or service request may or may not be a complaint.

#### Compensation

1. Compensation will be paid to the Broker-of-Record in accordance with the most current Schedule(s) in effect at the time the business is approved by the Company. Agency shall be deemed Broker-of Reord as The right to receive

compensation is conditioned on Agency's satisfactory service to customers and on Agency's continuing status as servicing agency, as determined by the Company.

- 2. Company may establish a reasonable minimum amount for compensation payments. If the amount due is less than such sum, the balance will be carried forward to the next payment date until the minimum amount is reached.
- 3. Undistributed compensation in the hands of Company and its affiliates may be applied at any time to and as an offset on any due and unpaid obligations of Agency to Company and its affiliates. If compensation owed by Agency to Company exceeds compensation payable to Agency, then Agency will immediately repay Company compensation owed to Company.
- 4. Neither this Agreement, nor any of the benefits to accrue hereunder, shall be assigned or transferred, either in whole or in part, without prior written consent of the Company.
- 5. Company at any time, by written notice to Agency may change the compensation allowed under this Agreement as to new business effective on or after the date of such notice.
- 6. If Company returns any portion of the premiums on a policy previously issued, Agency will pay to Company the compensation previously received with respect to the returned premiums. In addition, Agency will refund to Company compensation on canceled insurance, and on reductions in premiums, at the same rate as those on which compensation was originally received.
- 7. If the Broker-of Record/ Agency dies or dissolves while this Agreement is on force, Company will pay Broker-of-Record/ Agency's estate or designated beneficiary (a) any compensation due and owning to the Broker-of-Record/ Agency on the date of death or dissolution and (b) any compensation after the Broker-of-Record/ Agency's death or dissolution which would have been payable to the Broker-of-Record/ Agency under this Agreement on business that does not, in Company must receive legal written documentation regarding Broker-of-Record/ Agency's designated beneficiary as specified by Company.

#### Termination

- Commissions, sales fees, service fees and any other compensation payable after this Agreement has been terminated shall be as specified in the applicable schedules, subject to any offset on any due and unpaid obligation to the Company and affiliates. Payment of any compensation will be subject to all terms and conditions of the most current Schedule(s) in effect, regardless of whether such schedule(s) was part of the Agreement at the time of termination.
- 2. This Agreement shall terminate immediately and the Agency shall forfeit any and all compensation accruing hereunder, if any of the following acts are committed by the Agency representatives:
  - a. Withholding any property belonging to the Company after demand for its relinquishment has been made by the Company;
  - b. Willfully misappropriating funds belonging to the Company;
  - c. Committing any other fraudulent act against the Company or its policyholders;
  - d. Doing any act which results in having the required license to act as an insurance agent or broker canceled by any state insurance department:
  - e. Encouraging Company customers to replace their Company products through systematic campaigns of replacement evidenced by written memoranda, instructions, sales guides, or incentive compensation designed to encourage such replacement; and
  - f. Making any representation or doing any act injuring the business or reputation of the Company.

THE FAILURE OF THE COMPANY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE COMPANY OF ANY SUCH PROVISION. THE PAST WAIVER OF A PROVISION BY THE COMPANY SHALL NOT CONSTITUTE A COURSE OF CONDUCT OR A WAIVER IN THE FUTURE OF THAT SAME PROVISION.

LSA-282aa 04/2011

#### Page 3 of 4

#### Sales Agreement Acknowledgement & Acceptance Agreement

I,\_\_\_\_\_\_hereby certify that I have read and fully understand the Terms and Conditions set forth in the Standard Commission Sales Agreement and its attachments.

Licensed Agency Name:

Authorized officer or Principal Name:

Business Mailing Address:

Phone: \_\_\_

Authorized Officer or Principal's Signature

Date

Symetra Life Insurance Company/ First Symetra National Life Insurance Company of New York Acknowledgement and Acceptance:

Richard G. LaVoice Executive Vice President Symetra Life Insurance Company PO Box 34690 Seattle, WA 98124-1690

First Symetra National Life Insurance Company of New York 260 Madison Avenue, 8th Floor New York, New York 10016

Effective Date (to be completed by Symetra):\_

Symetra Number (to be completed by Symetra):\_

THIS AGREEMENT MAY BE CANCELED OR MODIFIED BY THE COMPANY AT ANY TIME BY GIVING THE AGENCY PRIOR WRITTEN NOTICE TO THAT EFFECT

LSA-282aa 04/2011

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#### SYMETRA LIFE INSURANCE COMPANY Life Insurance Commission Rates

IMO: Shannon Compton Contract Code: JA Combo #: 1 Bundle Id: IMO100

This form is used to indicate the commission hierarchy for Life Insurance Products.

1. Please fill out the section below and complete the information for each level in the hierarchy.

2. Upon completion BGA/IMO may fax form to (866) 817-9751 or email to LIFAIC@SYMETRA.com.

Once Symetra receives and processes this form, Symetra will send final commission schedules to applicable downstream as indicated by BGA/IMO.

### PLEASE COMPLETE THIS SECTION:

Producer/Agency Name:\_

Producer SSN/Agency TIN:\_

Effective Date of this form\*:\_

\* If BGA/IMO is requesting a commission change, only policies with a policy effective date on or after the effective date will be affected. No backdating.

IMO COMBO #1	Base	Renewal/ Excess	Service Fee	Street LSA#
SUL/ SUL Extra (F/U)	70%	3.00%	2.00%	10000
CUL (F/U)	70%	2.00%	0.00%	10049
10Y & 15Y Term Life (F/U)	70%	0.00%	0.00%	10098
20Y & 30Y Term Life (F/U)	85%	0.00%	0.00%	10111
SPL (F/U)	4.00%	0.00%	0.00%	10332

AGY-575 01/2013

Name (as shown on your income tax return)

e			
page	Business name, if different from above		
uo			
or type ructions	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa Other (see instructions)	artnership) ►	Exempt payee
Print ic Inst	Address (number, street, and apt. or suite no.)	Requester's name and a	ddress (optional)
F Specific	City, state, and ZIP code		
See	List account number(s) here (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 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 *How to get a TIN* on page 3.

Social security number

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 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. citizen or other U.S. person (defined below).

**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 4.

Here	U.S. person ►	Date ►
Here	U.S. person ►	Date ►
Sign	Signature of	

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,