



**New Agent Name:** \_\_\_\_\_

**Appointing Agent:** \_\_\_\_\_

Appointing Agent Contracted? \_\_\_\_\_ If **YES**, give agent code # \_\_\_\_\_

If **NO**, please attach contracts and license(s)

**Anti-Money Laundering (AML) Training Requirements:**

\_\_\_\_\_ AML training was completed through LIMRA on: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ AML training was completed through an independent program:

**COMPLETION CERTIFICATE ATTACHED**

**Fair Credit Reporting Act Notice/Communication Authorization:**

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice. I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing. I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original. I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

***Please return to:***  
***Oak Tree Life and Annuity Brokerage***  
***11166 Fairfax Blvd, Ste 300***  
***Fairfax, VA 22030***  
***Ph.: 800-842-9124 /Fax: 800-586-7905***  
***www.oaktreeus.com***

## SYMETRA TRANSMITTAL FORM

Please return the completed form by fax at 1-866-817-9751 or email contracting@symetra.com.  
 For questions regarding life sales, please contact LDSOPS@symetra.com.  
 For questions regarding retirement sales, please contact IMOSupport@symetra.com.  
 If you need assistance for general questions, please contact us at contracting@symetra.com.

### Back Office Contact Information

Name

Date

Phone

Email

### Business Pending *Please complete if applicable.*

Customer Name

Application/Policy Number

Application signed date

Application state

Type of Business *(please select one)*

☐ Fixed ☐ Variable

Type of Business *(select all that apply)*

☐ Annuity ☐ Life

Type of Business *(select all that apply)*

☐ Non-NY ☐ NY

### Recruited Sole Proprietor/Agency/LOA

Name

NPN or Last 4 Digits of FEIN/SSN

☐ Sole Proprietor *If selected, please include a completed Sole Proprietor Appointment Application.*

☐ Agency *If selected, please include a completed Agency Appointment Application.*

☐ Licensed Only Agent *If selected, please include a completed Producer LOA Appointment Application.*

### Partner Hierarchy *Please complete as applicable for either the direct or institutional*

#### Top Level Organization

Partner name

#### BGA Partner

Partner name

#### Middle GA Partner

Partner Name

Compensation Level *(Example: Combo 11/NY Street)*

#### Street Level Partner

Partner Name

Compensation Level *(Example: Combo 11/NY Street)*

### Institutional Hierarchy

☐ Institutional *If selected, please include a completed Institutional Producer LOA Appointment Application*

BGA Name

Agent Bank/Broker Dealer Name

BGA Bank/Broker Dealer Name *(required for Variable Life only)*

Producer Name

NPN or Last 4 digits of Producer SSN

**BGA APPOINTMENT APPLICATION****Sole Proprietor**

Please return the completed form by fax at 1-866-817-9751 or email [contracting@symetra.com](mailto:contracting@symetra.com)

If you need assistance, contact us by phone at 1-800-210-1106 Option 1, or email [contracting@symetra.com](mailto:contracting@symetra.com).

**A. Type of Appointment**☐ Sole Proprietor

I have pending business ☐ Yes ☐ No

Referring Wholesaler/Agency/BGA/IMO \_\_\_\_\_

**B Applicant Demographic Information**

Licensed first name	Middle initial	Last name
SSN # (required)	Date of birth (required)	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Resident street address		
City	State	Zip code
Business mailing address		
City	State	Zip code
Business location address (if different than mailing)		
City	State	Zip code
Email address (required)		
Phone number (Business)	Cell	Fax

**C. Licenses and Registration**

Resident license state	License number	NPN
Non-resident appointments (list states needed)		
Are you registered with a Broker Dealer? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of Broker Dealer: _____		
CRD number	Check applicable series <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 65 <input type="checkbox"/> 66	

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**D. Commission Options**

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Commission payment method

☐ EFT

Payment frequency

☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Quarterly

Bank account type

☐ Checking ☐ Savings

Bank account name

Bank institution name

Bank routing number

Bank account number

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Please attach a voided check, if available (*this is optional*).

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**E. Background Information**

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**If you answer “yes” to any questions, you must attach an explanation with all relevant information, including dates and supporting documents.**

1. Has an errors and omissions claim ever been filed against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has any life insurance company cancelled your contract/appointment or asked you to resign for any reason other than production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been charged, indicted, arrested, or convicted of any crime, regardless of the nature, outcome or disposition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has your insurance license or securities registration ever been suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you ever been named in any inquiry or complaint by any regulator (including the SEC or FINRA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Within the past 10 years have you: a. filed for bankruptcy? b. exercised control over an organization that filed for bankruptcy based on events that occurred while under your control?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are you currently subject to a lien by the IRS or any other entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you now or have you ever been involved in insurance or any investment-related litigation, arbitration or similar matter?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Are there currently any outstanding or unsatisfied judgments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you currently owe or have an outstanding obligation or debt to any entity, employer, or insurer related to your insurance or investment business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are you currently involved in any pending or unresolved customer complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**F. Errors & Omissions Insurance is required for appointment**

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Do you carry current Errors & Omissions Coverage? ☐ Yes ☐ No

**By signing below I certify** that my E&O policy extends coverage to person or entity requesting contract/appointment.

I agree to provide a copy of the E&O policy. Further, I understand that I am responsible for maintaining at least \$1 Million per act of Errors and Omissions coverage without interruption while my Symetra Life Insurance Company or its affiliated companies contract is active.

Applicant signature

Date

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G. Fair Credit Reporting Act Disclosure and Authorization to Obtain Consumer Reports

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By this page, as part of the appointment process, Symetra Life Insurance Company and its affiliates or partners (collectively, "the Company") discloses that one or more consumer reports, including investigative consumer reports, may be obtained with respect to establishing my eligibility for appointment. The reports may contain information regarding my character, general reputation, personal characteristics and mode of living. The nature and scope of the reports may include: credit, criminal, employment address, licensing and disciplinary history.

The authorization to obtain consumer reports and/or investigative consumer reports and updates for appointment purposes will remain on file and serve as ongoing authorization during the length of my active appointment with the Company. This authorization will be valid in original, faxed or photocopied form.

I have the right to make a written request within a reasonable period of time to Symetra Life Insurance Company and its affiliates or partners for complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Employers and other insurance companies I am or have been appointed with are authorized to release all information they may have about me, personal or otherwise, to the Company.

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**Oklahoma and Minnesota producers only**

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

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H. Signature

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**By signing below:**

- I acknowledge that I have read and understand the above Fair Credit Reporting Act Disclosure statement.
- I understand that I must comply with all applicable guidance in the Symetra Market Conduct and Reference Guide. \*

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Applicant signature

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Date

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# Request for Taxpayer Identification Number and Certification

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

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
					-					

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SYMETRA LIFE INSURANCE COMPANY  
FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK  
COMPANY TERMS AND CONDITIONS

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General

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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.

1. **Agency Responsibility:**

- 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 applicants and customers.
- d. Help resolve customer 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.
- g. Promptly submit Applications and remit Premiums and deposits to Company.

2. **Agency Compliance.** Agency is responsible to Company for the fidelity and acts of Agency representatives. Agency shall comply with state and federal laws relating to insurance sales and Company's written compliance policies. Agency is responsible for ensuring that no business is solicited by any Producer until after the effective date of this Agreement and after the Producer is appointed to represent Company according to the applicable state regulations. Commission is earned on Premiums received after Agency and Producer are appointed with Company.

3. **Agency Authority.** Agency is an independent contractor, not an employee of Company. Agency has retained its right to exercise exclusive and independent control of its time, energy and skill in the conduct of its business. Agency is authorized to solicit Applications for those life and health insurance products issued by Company that are listed on the attached commission schedules; and to collect initial Contract Premiums or Purchase Payments and such other Premiums or Purchase Payments as may be specifically authorized by Company.

Agency has no authority to

- a. Make, alter or discharge any Contract;
- b. Extend the time for payment of Premiums or Purchase Payments;
- c. Waive or extend any Contract provision;
- d. Incur any liability or expense on behalf of Company;
- e. Receive any money due or to become due to Company except initial Contract Premiums and account deposits made payable to Company and other such Premiums made payable to Company as may be specifically authorized by Company.

Agency shall not pay or allow, or offer to allow any rebate of premium or any other consideration not specified in the policy or contract in order to induce any person to insure with Company, notwithstanding any provision of state law or any other provision of this Agreement.

Agency shall not make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder in other companies to lapse, forfeit or surrender insurance.

4. **Customer Information.** 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 required by law, Agency shall not use or disclose such non-public or confidential information received from Company. If Agency outsources services to a third party, Agency will ensure that the third party adheres to the security and confidentiality of all information provided.

For purposes of the Agreement, customer information includes nonpublic personal financial and medical information, as defined by applicable law. Applicable law includes without limitation, the Gramm-Leach-Bliley Act and the Health and Insurance Portability and Accountability Act of 1996. Customer information includes information received on paper, electronically and any other form Agency obtained as part of its obligations under this Agreement.

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 immediately notify Company of any breach of

## COMPANY TERMS AND CONDITIONS *(continued)*

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security and use diligent efforts to remedy any breach of security or unauthorized access in a timely manner. Agency agrees to cooperate with Company's efforts to remedy any breach of security or unauthorized access.

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 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 Company through another Agency relationship.

5. **Customer Records.** Agency shall maintain accurate and complete records of all business acquired in connection with this Agreement. Company shall have access at any time upon request to examine such records.
6. **Anti-Money Laundering Program (AML).** Agency agrees to maintain compliance with applicable anti-money laundering rules and regulations as they relate to the USA PATRIOT Act and sanctions administered by the Office of Foreign Assets Control (OFAC). Agency further agrees to fully cooperate and assist Company in implementing and carrying out its AML program as applicable to Agency's activities under this Agreement, including providing requested customer information, following customer identification procedures, cooperating and sharing information with Company with respect to suspicious customer activities or red flag events, and cooperating with the required training of agents and employees including providing any requested certification and information regarding such training. Agency acknowledges failure to comply with AML provisions shall result in termination of this Agreement.  
  
Agency agrees to confirm and certify to Company upon request that it has either (a) implemented its own AML Program reasonably designed to comply with all applicable USA PATRIOT Act rules and regulations to which Agency is subject, as well as provisions of the Bank Secrecy Act and the U.S. Department of Treasury's Office of Financial Asset Control, including Customer Due Diligence Requirements; or (b) If Agency is not subject to a requirement to have an AML program, it has implemented equivalent controls reasonably designed to comply with Know-Your-Customer and Customer Due Diligence requirements, and these controls require Agency to: (i) obtain all required information about the customer and affiliates to effectively meet the requirements memorialized in Bank Secrecy Act, the USA PATRIOT Act, and the U.S. Department of Treasury's Office of Financial Asset Control; and (ii) implement procedures to ensure agents appropriately report unusual or suspicious activities to Company. Agency also agrees to permit inspection by Company of, or to otherwise supply Company immediately upon request documentation that supports this certification, supporting documentation for individual accounts or contracts, or any unusual activities as requested by Company.
7. **Sales Material.** Agency shall not use any sales material concerning Company or its products, without the written consent of Company. "Sales material" shall include but is not limited to: printed and published material, descriptive literature, sales ads, circulars, leaflets, booklets, depictions, illustrations, business cards, stationary, envelopes, and form letters transmitted via newspapers, magazines, radio, television, telephone, billboards or the Internet. Agency shall not change or modify any Company produced sales material. Agency shall ensure that agency representatives do not use any title other than Producer or Agent, without the written consent of Company. This includes but is not limited to implied expertise of finances to persons 65 or older, such as "senior advisor."
8. **Errors and Omissions.** Agency agrees to maintain adequate Errors and Omissions coverage during the term of Agreement, and to provide evidence of such coverage upon request of Company.
9. **Indemnification.** Agency shall indemnify, defend, and hold harmless Company and its affiliates, directors, officers and employees from and against any and all claims, demands, actions, causes of actions, losses, damages, costs, expenses, judgments and other liabilities, including reasonable attorneys' fees and court costs, taxes, fines, penalties, interest or other awards that may be imposed on, incurred by or asserted against any of them, to the extent that they arise out of (a) any breach by Agency of any of its obligations under this Agreement, or (b) any negligent or more culpable act or omission of Agency.
10. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.
11. **Company Authority.** Without liability to Agency, Company may withdraw from doing business in any jurisdiction, and may at its discretion withdraw, substitute, add or change rates on any products. Failure of Company to enforce any provision of this Agreement does not constitute a waiver of any such provision.
12. **Federal Crime Control Act.** The federal Violent Crime Control and Law Enforcement Act of 1994, as amended ("Act"), makes it illegal for any individual or business to engage or participate in the business of insurance if that person has been convicted of violating the Act or otherwise has a felony criminal conviction involving dishonesty or breach of trust. It is also illegal to willfully permit another person to engage in the business of insurance if that person is prohibited from doing so under the Act. Agency hereby certifies that (1) none of its principals, agents, Producers or employees has violated any provision of the Act by engaging or participating in the business of insurance; (2) reasonable efforts have been and are being made by Agency to identify and prevent, on a continuing basis, persons prohibited by the Act from engaging or participating in the business of insurance; and (3) it shall notify Company immediately, in writing, if any person or business with whom it participates or engages in the business of insurance is convicted of any crime covered by the Act. Agency agrees to notify Company, in writing, immediately upon knowing of any misdemeanor or felony charges against it or any Producer and/or any other such incidents including, but not limited to, convictions



## COMPANY TERMS AND CONDITIONS *(continued)*

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by any governmental authority for any act or omission involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

13. **Electronic Signatures.** The provisions of this section will become effective upon Agency's submission of a document through an electronic signature platform to Company and Company's acceptance thereof.

Company will only accept applications and/or service forms and related documents using electronic signature services through Company-approved vendors, and only when obtained in compliance with Company's prescribed procedures. Electronic signatures include the use of any device that electronically affixes the customer's and/or Producer's signature to an electronically stored version of the form, including, but not limited to, styluses, digital signature apps, click wraps or other methods. Company and Agency and its Producers consent to the use of electronic signatures and the electronic sending, receipt and storage of documents

in place of hard copies, including the execution and delivery of documents via internet electronic mail message, attachment or other reasonable accessible method, as may be prescribed by Company. Company may limit the persons authorized to enter into electronic transactions at any time at its sole discretion. Any party originally delivering a document electronically may receive a hard copy of such document upon written request, and if Agency or any Producer receives such a request, it/he/she shall notify Company promptly.

In return for Company allowing Agency to engage an e-signature vendor for an electronic signature platform that may be approved by Company for use in order to obtain customer and/or Producer signatures on applications for Company policies, service forms and related documents using electronic signature services, Agency hereby agrees to indemnify and defend Company, its affiliates and employees from and against any and all claims (including the costs of reasonable attorneys' fees, investigation and defense of such claims) resulting from the failure of the electronic signature platform to comply with the state and federal laws governing electronic signatures and forms.

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### Complaints

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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 Agency or Company, or their representative, that expresses dissatisfaction relating to a Company policy or Contract applied for, issued, or administered by Company, or that expresses dissatisfaction with Agency, a Producer or other Company representative, or a Contract. An inquiry about an administrative or service request may or may not be a complaint.

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### Commission

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1. Commission will be paid to the Agency in accordance with the most current commission schedule(s) in effect at the time the business is approved by Company. The right to receive commission is conditioned on Agency's satisfactory service to customers and on Agency's continuing status as agent of record, as determined by Company.
2. Company may establish a reasonable minimum amount for commission 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 commission in the hands of Company and its affiliates may, in Company's sole discretion, be applied at any time as a Chargeback to and as an offset on any due and unpaid obligations of Agency to Company and its affiliates. If commission owed by Agency to Company exceeds commission payable to Agency, then Agency will immediately repay Company commission 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 Company.
5. Company at any time, by written notice to Agency may change the commission 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 Contract previously issued or rescinds a Contract and returns all Premiums on such Contract, Agency will pay to Company the commission previously received with respect to the returned Premiums. In addition, Agency will refund to Company commission on canceled insurance, and on reductions in Premiums, at the same rate as those on which commission was originally received. Company reserves the right to Chargeback such commission as set forth in subsection 3 of this section.

## COMPANY TERMS AND CONDITIONS *(continued)*

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7. If the Writing Agent of Record or Servicing Agent of Record dies or Agency dissolves while this Agreement is in force, Company will pay Writing Agent of Record's or Servicing Agent of Record's estate or designated beneficiary (a) any commission due and owing to the Writing Agent of Record or Servicing Agent of Record on the date of death or dissolution and (b) any commission after the Writing Agent of Record or Servicing Agent of Record death or dissolution which would have been payable to the Writing Agent of Record or Servicing Agent of Record under this Agreement on business that does not, in Company's reasonable opinion, require the on-going services of an insurance agent. Before paying said commission, Company must receive legal written documentation regarding agent of record or Servicing Agent of Record designated beneficiary according to Company specifications.
8. Requests for change of the Writing Agent of Record or Servicing Agent of Record may be granted if it appears to be in the best interest of the Contractholder and Company. The Company reserves the right to transfer the right to receive commissions if it receives proper authorization. Contracts for which a Servicing Agent of Record cannot be located within a reasonable amount of time may be converted to Company accounts.
9. To change the Writing Agent of Record or Servicing Agent of Record, the Company reserves the right to require written consent from the current Writing Agent of Record. Company reserves the right to approve any such request and is not bound by such change until approved by Company. The new Writing Agent of Record is subject to the provisions in this Agreement. Company assumes no responsibility for the validity of the change of Writing Agent of Record and Company is held harmless with regard to any amount paid by it to the new Writing Agent of Record. Any change of Writing Agent of Record must comply with all applicable state laws and regulations. For those policies identified in writing as a part of the change in Writing Agent of Record, the future commission and all past, present and future obligations are transferred to the new Writing Agent of Record.
10. The Servicing Agent of Record may be designated by the policyowner or by the Writing Agent of Record at the time of Contract issue. Changing to a new Servicing Agent of Record requires written consent from the policyowner to be submitted to Company. Company reserves the right to approve any such request and is not bound by such change until approved by Company. If the Servicing Agent of Record is not specifically designated then the Writing Agent of Record will be the Writing Agent of Record and the Servicing Agent of Record.

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### Termination and Modification

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1. This Agreement may be terminated or modified by Company at any time by giving Agency prior written notice to that effect.
2. Commissions, sales fees, service fees and any other commission 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 Company and affiliates. Following termination of this Agreement, Company reserves the right to Chargeback such commission or exercise other legal remedies to collect such commission, as set forth in this Agreement. Payment of any commission will be subject to all terms and conditions of this Agreement and of the most current commission schedule(s) in effect.
3. Termination for Cause. This Agreement shall terminate immediately and Agency shall forfeit any and all commission accruing hereunder, if any of the following acts are committed by Agency representatives:
  - a. Withholding any property belonging to Company after demand for its relinquishment has been made by Company;
  - b. Willfully misappropriating funds belonging to Company, its policyholders or applicants;
  - c. Committing any fraudulent act against Company, its policyholders or applicants;
  - d. Cancellation or suspension of any license required to act as an insurance agent or broker;
  - e. Encouraging Company customers to replace their Company products through systematic campaigns of replacement evidenced by written memoranda, instructions, sales guides, or incentive commission designed to encourage such replacement; or
  - f. Making any representation or doing any act injuring the business or reputation of Company.
4. If the Agreement is terminated without cause, Company will continue to pay Agency commissions on continuing Premiums paid to existing Contracts subject to the following conditions:
  - a. Agency's satisfactory service, as determined by Company, to contractholders;
  - b. Agency's continuing status as Servicing Agent of Record, as determined by Company; and
  - c. Agency can be readily located.

## COMPANY TERMS AND CONDITIONS *(continued)*

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### Obligations

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1. Agency agrees to pay Company, on demand, the amount of any debts hereunder then remaining unpaid by Agency and/or any Sub-Agency supervised by Agency, including repayment of commissions and overrides charged back to Agency and/or any Sub-Agency supervised by Agency in the event of a Contract Lapse.
2. As security for repayment of such debts, Agency grants Company a security interest all future commissions and overrides which would otherwise be payable by Company or any affiliate of Company to Agency or any Sub-Agency supervised by Agency for sales by Agency or any Sub-Agency supervised by Agency of any Company policies or policies of Company affiliates (collectively referred to as "Commissions").
3. Upon termination of this Agreement, the commuted value of all future life product commissions, as determined by Company, may at the discretion of Company be applied to offset debts owed by Agency and/or any Sub-Agency supervised by Agency. Upon receiving written notice from Company that such action has been taken, Agency will immediately pay Company the balance of debts remaining unpaid by Agency and/or any Sub-Agency supervised by Agency.
4. The provisions of this Obligations section, and any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement, shall survive expiration or termination of this Agreement and continue in full force and effect indefinitely.

# SALES AGREEMENT ACKNOWLEDGEMENT AND ACCEPTANCE



**I hereby certify that I have read and fully understand all provisions of this Agreement.**

Please sign only one set, as an Agency OR Individual Sole Proprietor

- ☐ I am an officer or principal of an Agency (*Agency* will be contracted direct with Symetra/First Symetra and must have an active state insurance license and Tax ID)

\_\_\_\_\_  
Agency Name (as appears on insurance license)

\_\_\_\_\_  
Authorized Officer or Principal's Signature

\_\_\_\_\_  
Print Name of Authorized Signer and Title

\_\_\_\_\_  
Date

- ☐ I am an Individual Sole Proprietor (*Sole Proprietor* will be contracted direct with Symetra/First Symetra and must have an active state insurance license and SSN).

\_\_\_\_\_  
Individual Sole Proprietor Name (as appears on insurance license)

\_\_\_\_\_  
Individual Sole Proprietor's Signature

\_\_\_\_\_  
Print Name of Individual Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Company Officer**

Symetra Life Insurance Company  
First Symetra National Life Insurance Company of New York  
PO Box 34690  
Seattle, WA 98124-1690

\_\_\_\_\_  
**Date**

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

**Symetra/First Symetra Agent ID #** (to be completed by Symetra/First Symetra): \_\_\_\_\_

## SYMETRA TRANSMITTAL FORM

Please return the completed form by fax at 1-866-817-9751 or email contracting@symetra.com.  
 For questions regarding life sales, please contact LDSOPS@symetra.com.  
 For questions regarding retirement sales, please contact IMOSupport@symetra.com.  
 If you need assistance for general questions, please contact us at contracting@symetra.com.

### Back Office Contact Information

Name

Date

Phone

Email

### Business Pending *Please complete if applicable.*

Customer Name

Application/Policy Number

Application signed date

Application state

Type of Business *(please select one)*

☐ Fixed ☐ Variable

Type of Business *(select all that apply)*

☐ Annuity ☐ Life

Type of Business *(select all that apply)*

☐ Non-NY ☐ NY

### Recruited Sole Proprietor/Agency/LOA

Name

NPN or Last 4 Digits of FEIN/SSN

☐ Sole Proprietor *If selected, please include a completed Sole Proprietor Appointment Application.*

☐ Agency *If selected, please include a completed Agency Appointment Application.*

☐ Licensed Only Agent *If selected, please include a completed Producer LOA Appointment Application.*

### Partner Hierarchy *Please complete as applicable for either the direct or institutional*

#### Top Level Organization

Partner name

#### BGA Partner

Partner name

#### Middle GA Partner

Partner Name

Compensation Level *(Example: Combo 11/NY Street)*

#### Street Level Partner

Partner Name

Compensation Level *(Example: Combo 11/NY Street)*

### Institutional Hierarchy

☐ Institutional *If selected, please include a completed Institutional Producer LOA Appointment Application*

BGA Name

Agent Bank/Broker Dealer Name

BGA Bank/Broker Dealer Name *(required for Variable Life only)*

Producer Name

NPN or Last 4 digits of Producer SSN

## BGA APPOINTMENT APPLICATION

### Licensed Entity

Please return the completed form by fax at 1-866-817-9751 or email [contracting@symetra.com](mailto:contracting@symetra.com)  
 If you need assistance, contact us by phone at 1-800-210-1106 Option 1, or email [contracting@symetra.com](mailto:contracting@symetra.com).

#### A. Type of Appointment

☐ Corporation
 ☐ Partnership
 ☐ Association
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

I have pending business ☐ Yes ☐ No

Referring Wholesaler/Agency/BGA/IMO \_\_\_\_\_

#### B Entity Information

Licensed Entity name \_\_\_\_\_

Federal tax ID # (required)	DBA
-----------------------------	-----

States business will be written in	Total number of reps/producers
------------------------------------	--------------------------------

Business mailing address \_\_\_\_\_

City	State	Zip code
------	-------	----------

Business location address (if different than mailing) \_\_\_\_\_

City	State	Zip code
------	-------	----------

Website	Phone number	Fax
---------	--------------	-----

#### C. Licenses and Registration

Resident license state	License number
------------------------	----------------

Non-resident appointments (list states needed) \_\_\_\_\_

CRD number \_\_\_\_\_

#### D Principal/Owner or Authorized Company Signer

Name	Title
------	-------

SSN # (required)	Date of birth (required)	Email address (required)
------------------	--------------------------	--------------------------

Phone number (Business)	Cell	Fax
-------------------------	------	-----

Does Principal/Owner need to be appointed to sell? ☐ Yes\* ☐ No

\*If yes, please include completed LOA/Producer application.

---

**E. Commission Payment**

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Commission payment method

☐ EFT

Payment frequency

☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Quarterly

Bank account type

☐ Checking ☐ Savings

Bank account name

Bank institution name

Bank routing number

Bank account number

Please attach a voided check, if available (*this is optional*).

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**F. Background Information**

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**If you answer “yes” to any questions, you must attach an explanation with all relevant information, including dates and supporting documents.**

1. Has an errors and omissions claim ever been filed against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has any life insurance company cancelled your contract/appointment or asked you to resign for any reason other than production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been charged, indicted, arrested, or convicted of any crime, regardless of the nature, outcome or disposition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has your insurance license or securities registration ever been suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you ever been named in any inquiry or complaint by any regulator (including the SEC or FINRA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Within the past 10 years have you: a. filed for bankruptcy? b. exercised control over an organization that filed for bankruptcy based on events that occurred while under your control?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are you currently subject to a lien by the IRS or any other entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you now or have you ever been involved in insurance or any investment-related litigation, arbitration or similar matter?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Are there currently any outstanding or unsatisfied judgments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do you currently owe or have an outstanding obligation or debt to any entity, employer, or insurer related to your insurance or investment business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are you currently involved in any pending or unresolved customer complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**G. Errors & Omissions Insurance is required for appointment**

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Do you carry current Errors & Omissions Coverage? ☐ Yes ☐ No

**By signing below I certify** that my E&O policy extends coverage to person or entity requesting contract/appointment.

I agree to provide a copy of the E&O policy. Further, I understand that I am responsible for maintaining at least \$1 Million per act of Errors and Omissions coverage without interruption while my Symetra Life Insurance Company or its affiliated companies contract is active.

Applicant signature

Date

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**H. Fair Credit Reporting Act Disclosure and Authorization to Obtain Consumer Reports**

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By this page, as part of the appointment process, Symetra Life Insurance Company and its affiliates or partners (collectively, "the Company") discloses that one or more consumer reports, including investigative consumer reports, may be obtained with respect to establishing my eligibility for appointment. The reports may contain information regarding my character, general reputation, personal characteristics and mode of living. The nature and scope of the reports may include: credit, criminal, employment address, licensing and disciplinary history.

The authorization to obtain consumer reports and/or investigative consumer reports and updates for appointment purposes will remain on file and serve as ongoing authorization during the length of my active appointment with the Company. This authorization will be valid in original, faxed or photocopied form.

I have the right to make a written request within a reasonable period of time to Symetra Life Insurance Company and its affiliates or partners for complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

Employers and other insurance companies I am or have been appointed with are authorized to release all information they may have about me, personal or otherwise, to the Company.

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**Oklahoma and Minnesota producers only**

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

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**G. Signature**

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**By signing below:**

- I acknowledge that I have read and understand the above Fair Credit Reporting Act Disclosure statement.
- I am signing on behalf of the organization.

---

Applicant signature

---

Date

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# Request for Taxpayer Identification Number and Certification

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

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SYMETRA LIFE INSURANCE COMPANY  
FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK  
COMPANY TERMS AND CONDITIONS

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General

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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.

1. **Agency Responsibility:**

- 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 applicants and customers.
- d. Help resolve customer 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.
- g. Promptly submit Applications and remit Premiums and deposits to Company.

2. **Agency Compliance.** Agency is responsible to Company for the fidelity and acts of Agency representatives. Agency shall comply with state and federal laws relating to insurance sales and Company's written compliance policies. Agency is responsible for ensuring that no business is solicited by any Producer until after the effective date of this Agreement and after the Producer is appointed to represent Company according to the applicable state regulations. Commission is earned on Premiums received after Agency and Producer are appointed with Company.

3. **Agency Authority.** Agency is an independent contractor, not an employee of Company. Agency has retained its right to exercise exclusive and independent control of its time, energy and skill in the conduct of its business. Agency is authorized to solicit Applications for those life and health insurance products issued by Company that are listed on the attached commission schedules; and to collect initial Contract Premiums or Purchase Payments and such other Premiums or Purchase Payments as may be specifically authorized by Company.

Agency has no authority to

- a. Make, alter or discharge any Contract;
- b. Extend the time for payment of Premiums or Purchase Payments;
- c. Waive or extend any Contract provision;
- d. Incur any liability or expense on behalf of Company;
- e. Receive any money due or to become due to Company except initial Contract Premiums and account deposits made payable to Company and other such Premiums made payable to Company as may be specifically authorized by Company.

Agency shall not pay or allow, or offer to allow any rebate of premium or any other consideration not specified in the policy or contract in order to induce any person to insure with Company, notwithstanding any provision of state law or any other provision of this Agreement.

Agency shall not make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder in other companies to lapse, forfeit or surrender insurance.

4. **Customer Information.** 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 required by law, Agency shall not use or disclose such non-public or confidential information received from Company. If Agency outsources services to a third party, Agency will ensure that the third party adheres to the security and confidentiality of all information provided.

For purposes of the Agreement, customer information includes nonpublic personal financial and medical information, as defined by applicable law. Applicable law includes without limitation, the Gramm-Leach-Bliley Act and the Health and Insurance Portability and Accountability Act of 1996. Customer information includes information received on paper, electronically and any other form Agency obtained as part of its obligations under this Agreement.

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 immediately notify Company of any breach of

## COMPANY TERMS AND CONDITIONS *(continued)*

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security and use diligent efforts to remedy any breach of security or unauthorized access in a timely manner. Agency agrees to cooperate with Company's efforts to remedy any breach of security or unauthorized access.

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 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 Company through another Agency relationship.

5. **Customer Records.** Agency shall maintain accurate and complete records of all business acquired in connection with this Agreement. Company shall have access at any time upon request to examine such records.
6. **Anti-Money Laundering Program (AML).** Agency agrees to maintain compliance with applicable anti-money laundering rules and regulations as they relate to the USA PATRIOT Act and sanctions administered by the Office of Foreign Assets Control (OFAC). Agency further agrees to fully cooperate and assist Company in implementing and carrying out its AML program as applicable to Agency's activities under this Agreement, including providing requested customer information, following customer identification procedures, cooperating and sharing information with Company with respect to suspicious customer activities or red flag events, and cooperating with the required training of agents and employees including providing any requested certification and information regarding such training. Agency acknowledges failure to comply with AML provisions shall result in termination of this Agreement.  
  
Agency agrees to confirm and certify to Company upon request that it has either (a) implemented its own AML Program reasonably designed to comply with all applicable USA PATRIOT Act rules and regulations to which Agency is subject, as well as provisions of the Bank Secrecy Act and the U.S. Department of Treasury's Office of Financial Asset Control, including Customer Due Diligence Requirements; or (b) If Agency is not subject to a requirement to have an AML program, it has implemented equivalent controls reasonably designed to comply with Know-Your-Customer and Customer Due Diligence requirements, and these controls require Agency to: (i) obtain all required information about the customer and affiliates to effectively meet the requirements memorialized in Bank Secrecy Act, the USA PATRIOT Act, and the U.S. Department of Treasury's Office of Financial Asset Control; and (ii) implement procedures to ensure agents appropriately report unusual or suspicious activities to Company. Agency also agrees to permit inspection by Company of, or to otherwise supply Company immediately upon request documentation that supports this certification, supporting documentation for individual accounts or contracts, or any unusual activities as requested by Company.
7. **Sales Material.** Agency shall not use any sales material concerning Company or its products, without the written consent of Company. "Sales material" shall include but is not limited to: printed and published material, descriptive literature, sales ads, circulars, leaflets, booklets, depictions, illustrations, business cards, stationary, envelopes, and form letters transmitted via newspapers, magazines, radio, television, telephone, billboards or the Internet. Agency shall not change or modify any Company produced sales material. Agency shall ensure that agency representatives do not use any title other than Producer or Agent, without the written consent of Company. This includes but is not limited to implied expertise of finances to persons 65 or older, such as "senior advisor."
8. **Errors and Omissions.** Agency agrees to maintain adequate Errors and Omissions coverage during the term of Agreement, and to provide evidence of such coverage upon request of Company.
9. **Indemnification.** Agency shall indemnify, defend, and hold harmless Company and its affiliates, directors, officers and employees from and against any and all claims, demands, actions, causes of actions, losses, damages, costs, expenses, judgments and other liabilities, including reasonable attorneys' fees and court costs, taxes, fines, penalties, interest or other awards that may be imposed on, incurred by or asserted against any of them, to the extent that they arise out of (a) any breach by Agency of any of its obligations under this Agreement, or (b) any negligent or more culpable act or omission of Agency.
10. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.
11. **Company Authority.** Without liability to Agency, Company may withdraw from doing business in any jurisdiction, and may at its discretion withdraw, substitute, add or change rates on any products. Failure of Company to enforce any provision of this Agreement does not constitute a waiver of any such provision.
12. **Federal Crime Control Act.** The federal Violent Crime Control and Law Enforcement Act of 1994, as amended ("Act"), makes it illegal for any individual or business to engage or participate in the business of insurance if that person has been convicted of violating the Act or otherwise has a felony criminal conviction involving dishonesty or breach of trust. It is also illegal to willfully permit another person to engage in the business of insurance if that person is prohibited from doing so under the Act. Agency hereby certifies that (1) none of its principals, agents, Producers or employees has violated any provision of the Act by engaging or participating in the business of insurance; (2) reasonable efforts have been and are being made by Agency to identify and prevent, on a continuing basis, persons prohibited by the Act from engaging or participating in the business of insurance; and (3) it shall notify Company immediately, in writing, if any person or business with whom it participates or engages in the business of insurance is convicted of any crime covered by the Act. Agency agrees to notify Company, in writing, immediately upon knowing of any misdemeanor or felony charges against it or any Producer and/or any other such incidents including, but not limited to, convictions

## COMPANY TERMS AND CONDITIONS *(continued)*

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by any governmental authority for any act or omission involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

13. **Electronic Signatures.** The provisions of this section will become effective upon Agency's submission of a document through an electronic signature platform to Company and Company's acceptance thereof.

Company will only accept applications and/or service forms and related documents using electronic signature services through Company-approved vendors, and only when obtained in compliance with Company's prescribed procedures. Electronic signatures include the use of any device that electronically affixes the customer's and/or Producer's signature to an electronically stored version of the form, including, but not limited to, styluses, digital signature apps, click wraps or other methods. Company and Agency and its Producers consent to the use of electronic signatures and the electronic sending, receipt and storage of documents

in place of hard copies, including the execution and delivery of documents via internet electronic mail message, attachment or other reasonable accessible method, as may be prescribed by Company. Company may limit the persons authorized to enter into electronic transactions at any time at its sole discretion. Any party originally delivering a document electronically may receive a hard copy of such document upon written request, and if Agency or any Producer receives such a request, it/he/she shall notify Company promptly.

In return for Company allowing Agency to engage an e-signature vendor for an electronic signature platform that may be approved by Company for use in order to obtain customer and/or Producer signatures on applications for Company policies, service forms and related documents using electronic signature services, Agency hereby agrees to indemnify and defend Company, its affiliates and employees from and against any and all claims (including the costs of reasonable attorneys' fees, investigation and defense of such claims) resulting from the failure of the electronic signature platform to comply with the state and federal laws governing electronic signatures and forms.

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### Complaints

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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 Agency or Company, or their representative, that expresses dissatisfaction relating to a Company policy or Contract applied for, issued, or administered by Company, or that expresses dissatisfaction with Agency, a Producer or other Company representative, or a Contract. An inquiry about an administrative or service request may or may not be a complaint.

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### Commission

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1. Commission will be paid to the Agency in accordance with the most current commission schedule(s) in effect at the time the business is approved by Company. The right to receive commission is conditioned on Agency's satisfactory service to customers and on Agency's continuing status as agent of record, as determined by Company.
2. Company may establish a reasonable minimum amount for commission 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 commission in the hands of Company and its affiliates may, in Company's sole discretion, be applied at any time as a Chargeback to and as an offset on any due and unpaid obligations of Agency to Company and its affiliates. If commission owed by Agency to Company exceeds commission payable to Agency, then Agency will immediately repay Company commission 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 Company.
5. Company at any time, by written notice to Agency may change the commission 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 Contract previously issued or rescinds a Contract and returns all Premiums on such Contract, Agency will pay to Company the commission previously received with respect to the returned Premiums. In addition, Agency will refund to Company commission on canceled insurance, and on reductions in Premiums, at the same rate as those on which commission was originally received. Company reserves the right to Chargeback such commission as set forth in subsection 3 of this section.

## COMPANY TERMS AND CONDITIONS *(continued)*

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7. If the Writing Agent of Record or Servicing Agent of Record dies or Agency dissolves while this Agreement is in force, Company will pay Writing Agent of Record's or Servicing Agent of Record's estate or designated beneficiary (a) any commission due and owing to the Writing Agent of Record or Servicing Agent of Record on the date of death or dissolution and (b) any commission after the Writing Agent of Record or Servicing Agent of Record death or dissolution which would have been payable to the Writing Agent of Record or Servicing Agent of Record under this Agreement on business that does not, in Company's reasonable opinion, require the on-going services of an insurance agent. Before paying said commission, Company must receive legal written documentation regarding agent of record or Servicing Agent of Record designated beneficiary according to Company specifications.
8. Requests for change of the Writing Agent of Record or Servicing Agent of Record may be granted if it appears to be in the best interest of the Contractholder and Company. The Company reserves the right to transfer the right to receive commissions if it receives proper authorization. Contracts for which a Servicing Agent of Record cannot be located within a reasonable amount of time may be converted to Company accounts.
9. To change the Writing Agent of Record or Servicing Agent of Record, the Company reserves the right to require written consent from the current Writing Agent of Record. Company reserves the right to approve any such request and is not bound by such change until approved by Company. The new Writing Agent of Record is subject to the provisions in this Agreement. Company assumes no responsibility for the validity of the change of Writing Agent of Record and Company is held harmless with regard to any amount paid by it to the new Writing Agent of Record. Any change of Writing Agent of Record must comply with all applicable state laws and regulations. For those policies identified in writing as a part of the change in Writing Agent of Record, the future commission and all past, present and future obligations are transferred to the new Writing Agent of Record.
10. The Servicing Agent of Record may be designated by the policyowner or by the Writing Agent of Record at the time of Contract issue. Changing to a new Servicing Agent of Record requires written consent from the policyowner to be submitted to Company. Company reserves the right to approve any such request and is not bound by such change until approved by Company. If the Servicing Agent of Record is not specifically designated then the Writing Agent of Record will be the Writing Agent of Record and the Servicing Agent of Record.

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### Termination and Modification

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1. This Agreement may be terminated or modified by Company at any time by giving Agency prior written notice to that effect.
2. Commissions, sales fees, service fees and any other commission 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 Company and affiliates. Following termination of this Agreement, Company reserves the right to Chargeback such commission or exercise other legal remedies to collect such commission, as set forth in this Agreement. Payment of any commission will be subject to all terms and conditions of this Agreement and of the most current commission schedule(s) in effect.
3. Termination for Cause. This Agreement shall terminate immediately and Agency shall forfeit any and all commission accruing hereunder, if any of the following acts are committed by Agency representatives:
  - a. Withholding any property belonging to Company after demand for its relinquishment has been made by Company;
  - b. Willfully misappropriating funds belonging to Company, its policyholders or applicants;
  - c. Committing any fraudulent act against Company, its policyholders or applicants;
  - d. Cancellation or suspension of any license required to act as an insurance agent or broker;
  - e. Encouraging Company customers to replace their Company products through systematic campaigns of replacement evidenced by written memoranda, instructions, sales guides, or incentive commission designed to encourage such replacement; or
  - f. Making any representation or doing any act injuring the business or reputation of Company.
4. If the Agreement is terminated without cause, Company will continue to pay Agency commissions on continuing Premiums paid to existing Contracts subject to the following conditions:
  - a. Agency's satisfactory service, as determined by Company, to contractholders;
  - b. Agency's continuing status as Servicing Agent of Record, as determined by Company; and
  - c. Agency can be readily located.

## COMPANY TERMS AND CONDITIONS *(continued)*

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### Obligations

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1. Agency agrees to pay Company, on demand, the amount of any debts hereunder then remaining unpaid by Agency and/or any Sub-Agency supervised by Agency, including repayment of commissions and overrides charged back to Agency and/or any Sub-Agency supervised by Agency in the event of a Contract Lapse.
2. As security for repayment of such debts, Agency grants Company a security interest all future commissions and overrides which would otherwise be payable by Company or any affiliate of Company to Agency or any Sub-Agency supervised by Agency for sales by Agency or any Sub-Agency supervised by Agency of any Company policies or policies of Company affiliates (collectively referred to as "Commissions").
3. Upon termination of this Agreement, the commuted value of all future life product commissions, as determined by Company, may at the discretion of Company be applied to offset debts owed by Agency and/or any Sub-Agency supervised by Agency. Upon receiving written notice from Company that such action has been taken, Agency will immediately pay Company the balance of debts remaining unpaid by Agency and/or any Sub-Agency supervised by Agency.
4. The provisions of this Obligations section, and any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement, shall survive expiration or termination of this Agreement and continue in full force and effect indefinitely.

# SALES AGREEMENT ACKNOWLEDGEMENT AND ACCEPTANCE



**I hereby certify that I have read and fully understand all provisions of this Agreement.**

Please sign only one set, as an Agency OR Individual Sole Proprietor

- ☐ I am an officer or principal of an Agency (*Agency* will be contracted direct with Symetra/First Symetra and must have an active state insurance license and Tax ID)

\_\_\_\_\_  
Agency Name (as appears on insurance license)

\_\_\_\_\_  
Authorized Officer or Principal's Signature

\_\_\_\_\_  
Print Name of Authorized Signer and Title

\_\_\_\_\_  
Date

- ☐ I am an Individual Sole Proprietor (*Sole Proprietor* will be contracted direct with Symetra/First Symetra and must have an active state insurance license and SSN).

\_\_\_\_\_  
Individual Sole Proprietor Name (as appears on insurance license)

\_\_\_\_\_  
Individual Sole Proprietor's Signature

\_\_\_\_\_  
Print Name of Individual Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
**Company Officer**

Symetra Life Insurance Company  
First Symetra National Life Insurance Company of New York  
PO Box 34690  
Seattle, WA 98124-1690

\_\_\_\_\_  
**Date**

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

**Symetra/First Symetra Agent ID #** (to be completed by Symetra/First Symetra): \_\_\_\_\_