

**SECURITY LIFE INSURANCE COMPANY OF AMERICA APPOINTMENT FORM AND CONTRACT**

Please complete all requirements; failure to do so may delay the appointment process.

**NOTE: PrimeStar, Platinum and GemStar Plans are underwritten by Security Life Insurance Company of America in most states and by Symetra Life Insurance Company in a few states. We will appoint you with the appropriate company depending on in which states you request appointment.**

- \_\_\_ 1. COMPLETE APPLICATION FOR APPOINTMENT.
- \_\_\_ 2. IF COMMISSIONS ARE ASSIGNED COMPLETE QUESTION 5.  
     **ALSO INCLUDE LEGAL CORPORATION NAME AND TIN#.**
- \_\_\_ 3. INCLUDE PHOTOCOPY OF CURRENT AGENT LICENSE.
- \_\_\_ 4. INCLUDE PHOTOCOPY OF AGENCY LICENSE IF COMMISSIONS ARE ASSIGNED
- \_\_\_ 5. COMPLETE W-9 FORM
- \_\_\_ 6. COMPLETE STATE REQUIRED FORMS (IF APPLICABLE).
- \_\_\_ 7. INCLUDE CHECK FOR APPOINTMENT FEE(S). (Check the attached chart for fee amounts.)  
     (Credit card payment option form attached.)
- \_\_\_ 8. COMPLETE THE ACH FORM IF YOU WOULD LIKE YOUR COMMISSIONS PAID BY DIRECT DEPOSIT

\*\*\*\* PLEASE ATTACH A COPY OF A CURRENT LICENSE AND FEE IF APPLICABLE\*\*\*\*

**SEND ALL OF THE ABOVE TO:**

Security Life Insurance Company of America, 10901 Red Circle Drive, Minnetonka, MN 55343-9137, (800) 328-4667

Answer every question IN FULL (TYPE OR PRINT)

Security Life Insurance Co of America  
**ADMINISTRATOR/GENERAL AGENT**

FOR SLICA HOME OFFICE USE ONLY	
State(s):	Amount Due: \$
Effective Date of Appt.:	Processed By:
Notes:	

**THIS AGREEMENT** is made on this day of between SECURITY LIFE INSURANCE COMPANY OF AMERICA, and between SECURITY LIFE INSURANCE COMPANY OF AMERICA (the "Company"), acting as the authorized representative of Symetra Life Insurance Company (formerly Safeco Life Insurance Company) (the "Insurer") pursuant to the terms of the Administrative Agreement and Reinsurance Agreement each dated April 1, 2004, and whose business office is located at 10901 Red Circle Drive, Minnetonka, Minnesota, hereinafter referred to as "Company", and the applicant hereinafter referred to as "Agent".

Last Name			First Name (No Initials)		Middle Name		Social Security Number		
Date Of Birth			Sex    M    F		Are you a citizen of the United States?				
Legal Corporation Name						Federal Tax ID			
Home Street Address				City		State	Zip Code		
Business / Mailings Address				City		State	Zip Code		
Home Phone		Business Phone			Fax		Email		
1. Are you currently appointed with Security Life?			Yes	No	Are you currently appointed with Symetra Life?			Yes	No
2. Are you submitting an application for Insurance with this application for appointment?								Yes	No
3. If Yes, What is the date the Application for Insurance was signed?							Date		
4. List the state(s) in which you are licensed and wish to be appointed:									
State		License #		State		License #		State	
State		License #		State		License #		State	
State		License #		State		License #		State	
5. If you are assigning your commissions to an agency, please give its name and address and check your status with the organization. (Please enclose a copy of your corporate license:									
Name of Assignee					Assignee TIN#				
Street Address				City		State	Zip Code		

Do you carry Errors & Omissions Protection? Yes No	STATUS: (Circle One) Owner/Partner      Corporate Office      Representative (agent)		
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**6. FIVE-YEAR EMPLOYMENT HISTORY.**  
Begin with present employment. If self-employed, describe your job and give address and phone number

Dates	Name of Employer	City	Your Position	Reason You Left

7. Have you ever had an application for an insurance license declined by any insurance department?	Yes*	No
8. Have you ever had an insurance license suspended or revoked by any insurance department or had a complaint issued against you by any insurance department?	Yes*	No
9. Is any charge by any state currently pending against you or against the agency or any member of the agency?	Yes*	No
10. Have you ever been charged with or convicted of a felony or of any crime involving moral turpitude?	Yes*	No
11. Are there any outstanding judgments or liens (including state or federal tax liens) against you?	Yes*	No
12. Has your appointment ever been terminated by an insurance company for reasons other than lack of production?	Yes*	No
13. Does any insurer, insured, or other person claim any indebtedness of you as a result of any insurance transactions or business?	Yes*	No

**NOTE: A "yes" to any question 7 through 13 requires an explanation below or on separate sheets attached to this form.**

**REFERENCES**

Name	Address	Phone

**Recitals**

1. Company is engaged in marketing and administration of group insurance policies and plans.
2. Agent desires to represent Company in its business of providing group insurance policies and plans for compensation as set forth herein.

**IN CONSIDERATION** of the mutual premises and upon the terms and conditions set forth herein, the parties do hereby agree:

**Section One - Duties**

- A. Agent agrees to solicit and service group insurance policies and plans underwritten by Company.
- B. Agent is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash, or make refunds or rebates, or to name additional rates on behalf of Company.
- C. Agent is not authorized to accept or receive money due Company except in accordance with the rules and regulations of Company. Cash collected by Agent from customers in accordance with such rules and regulations for group insurance policies and plans underwritten by Company shall be immediately remitted to Company. All checks received in accordance with such rules and made payable to Company shall be immediately remitted to Company; any check made payable to Agent shall be endorsed to Company and immediately remitted to Company. All other instruments shall be immediately remitted to Company.
- D. Agent agrees not to otherwise interfere with the other business activities of Company or its other representatives.
- E. All sales hereunder are subject to approval by Company at its office. Therefore, all applications and other instruments for insurance coverages hereunder shall be immediately forwarded to Company.
- F. Agent shall maintain all licensing, continuing education, and other agent compliance requirements of the insurance laws and regulations of the jurisdiction in which he/she solicits group insurance policies and plans for Company.
- G. Agent shall enter into a Business Associate Agreement with Company in the form attached hereto as Exhibit A.

H. Agent shall comply with the requirements set forth in Exhibit A pertaining to the use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R. 160.103.

**Section Two - Territory**

This agreement does not assign a sales territory to Agent. Agent warrants and represents that he/she is licensed and otherwise has the legal right to solicit, sell and service insurance in accordance with this Agreement.

**Section Three - Compensation**

Compensation to Agent shall be the percentage of premium as set forth on the attached Schedule of Commissions. Such compensation may be amended from time to time by Company. Commissions shall be payable upon receipt and acceptance by Company of total premiums due so long as Agent remains Agent of Record. Compensation may be assigned in writing with the written consent of Company. Agent is responsible for all expenses incurred by him/her in performing the duties described herein.

**Section Four - Return of Materials**

On termination of this contract by either party, all sales manuals, brochures, applications, forms, premium information, customer account lists, invoices and other sales materials and any copies thereof shall be promptly returned to Company by Agent.

**Section Five - Indebtedness**

Any indebtedness of Agent to Company shall be a first lien against any commissions due Agent, his representatives, or assigns under this Agreement and such commissions shall be applied to liquidate such indebtedness.

**Section Six - Arbitration**

Should a dispute or claim arise or remain unresolved between Company and Agent under this Agreement, both parties agree to arbitrate according to the rules of the American Arbitration Association. The prevailing party of any arbitration shall be entitled to reasonable attorney's fees, if any, and other expenses incurred in connection with such arbitration. This Section Six shall survive termination of this Agreement.

**Section Seven - Termination**

This Agreement may be terminated by either party on not less than thirty (30) days written notice. If termination is by Company, it is agreed that such termination may be with or without cause.

**Section Eight - Modifications**

This Agreement does not preclude Company from amending or rescinding any insurance contract written with respect to this Agreement.

Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended or modified except in writing signed by a duly authorized representative/officer of Company.

**Section Nine – Governing Law**

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota.

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am withholding no information which would effect my qualification for this appointment with Security Life Insurance Company of America.

I authorize Security Life Insurance Company of America and its agents and/or assigns to obtain and I authorize any insurance carrier or agency with which I am or have been affiliated to release information concerning my character, general reputation, personal characteristics, credit history, mode of living and other applicable data, as part of my appointment and contracting process. A copy of this authorization is as valid as the original. As evidence of my desire to obtain appointment with Security Life Insurance Company of America, I empower it and/or its agents to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, and law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records. I understand and acknowledge that this is an application only and that submission of this application does not guarantee that I will become appointed by Security Life Insurance Company of America. I further understand and acknowledge that any subsequent appointment by Security Life Insurance Company of America only allows me to solicit applications for insurance on behalf of Security Life Insurance Company of America, and that neither this application nor any subsequent appointment constitutes a contract between myself and Security Life Insurance Company of America.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**SECURITY LIFE INSURANCE COMPANY OF AMERICA**

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

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

## Exhibit A

### BUSINESS ASSOCIATE AGREEMENT FOR USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

**WHEREAS**, this Exhibit A shall be applicable to Protected Health Information (i) received by Agent from Company or (ii) created or received by Agent on behalf of Company. Such Protected Health Information may be used or disclosed only in accordance with this Agreement and the Health Insurance Portability and Accountability Act ("HIPAA"); and

**WHEREAS**, THE COMPANY may make available and/or transfer to AGENT certain information, in conjunction with goods or services that are being provided by AGENT to THE COMPANY, that is confidential and must be afforded special treatment and protection, and

**WHEREAS**, it is specifically understood by the parties hereto that the provisions of this Exhibit A may be modified prospectively from time to time.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

**1. DEFINITIONS:** Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule, defined below. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of the Agreement shall control.

- a. PROTECTED HEALTH INFORMATION ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- b. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- c. SECRETARY shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- d. USE shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- e. DISCLOSE (or DISCLOSURE) shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

**2. LIMITS ON USE AND DISCLOSURE:** AGENT agrees that all PHI in any form, including paper record, oral communication, audio recording, and electronic display DISCLOSED to AGENT, or created or received by AGENT on THE COMPANY's behalf shall be subject to this Agreement. AGENT agrees that it shall be prohibited from USING or DISCLOSING PHI provided or made available by THE COMPANY for any purpose other than as expressly permitted or required by this Agreement.

**3. PERMITTED USE AND DISCLOSURE:** AGENT agrees to USE or DISCLOSE any PHI solely for the purpose of:

- a. Meeting obligations as set forth in any agreements between THE COMPANY and AGENT;
- b. For the proper management and administration of the AGENT;
- c. As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom THE COMPANY is required to DISCLOSE such information or as otherwise permitted under this Agreement, the existing Administrative Agreement (if consistent with this Agreement and the PRIVACY RULE),
- d. As would be permitted by the PRIVACY RULE if such USE or DISCLOSURE were made by THE COMPANY.

**4. AVAILABILITY OF INFORMATION:** AGENT agrees to make information available for the following reasons:

- a. For amendment of, and to incorporate any amendments to, PHI in accordance with Section 164.526 of the PRIVACY RULE;
- b. To the extent and in the manner required by Section 164.524 of the PRIVACY RULE;
- c. To provide the required information necessary for an accounting of DISCLOSURES, as required by Section 164.528 of the PRIVACY RULE;
- d. To the Secretary for the purpose of auditing AGENT's records, books and practices related to USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY to ensure THE COMPANY's compliance with the PRIVACY RULE.

**5. ACCESS TO BOOKS AND RECORDS:** AGENT agrees to makes its internal practices, books and records relating to the USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY available to the Secretary for purposes of determining THE COMPANY's compliance with the PRIVACY RULE.

**6. SAFEGUARDS AND REPORTING:** AGENT agrees to implement appropriate safeguards to prevent USE or DISCLOSURE of PHI other than as provided for by this Agreement, and to implement procedures for mitigating, to the maximum extent practicable, any deleterious effect from such USE or DISCLOSURE of PHI. AGENT agrees to immediately report to THE COMPANY any USE or DISCLOSURE of PHI not provided for by this Exhibit A.

**7. DURATION OF AGREEMENT:** This Exhibit A shall be effective as of the effective date of the Agent Commission Agreement to which this Exhibit A is attached. Termination of this Exhibit A will commence upon the earlier of the following events:

- a. On the date of termination of the existing Agent Commission Agreement between THE COMPANY and AGENT
- b. On the date of termination of the AGENT's appointment with THE COMPANY; or
- c. If THE COMPANY determines AGENT has violated a material term of this Exhibit A.



## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

<b>Social security number</b>									
+	+	+	+	+	+	+	+	+	+

**or**

<b>Employer identification number</b>									
+	+	+	+	+	+	+	+	+	+

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

A person who is required to file an information return with the IRS, must 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.

**U.S. person.** 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.

**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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

