

CARRIER: SUN LIFE  
PACKET CURRENT AS OF: 01-24-05

**CARRIERS REQUIRE ALL  
PAGES OF THE  
LICENSING PACKET BE  
SUBMITTED IN ORDER TO  
COMPLETE YOUR  
CONTRACTING – THEY NEED  
THE ENTIRE  
CONTRACT/AGREEMENT AND  
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE  
REVIEWED, COMPLETED, OR  
SIGNED – THANK YOU FOR  
MAKING SURE TO RETURN  
EVERY PAGE OF THE PACKET  
WE SEND TO YOU, BACK TO  
US AT CPS.**

**Appointment Application to sell Fixed Life Insurance,  
Variable Life Insurance, and Variable Annuity Products**

**Appoint broker to sell:**

- ☐ Fixed Life Insurance products - **Complete pages 2 - 5**
- ☐ Variable Life & Annuity products - **Complete page 2 only**
- ☐ Both Fixed Life Insurance and Variable Life & Annuity products - **Complete pages 2 - 5**

**Appointment Checklist:**

**Fixed Life Insurance**

- ✓ Completed License/Appointment data sheet
- ✓ Copy of all current resident and, if applicable, non-resident licenses
- ✓ Applicable state required appointment documents
- ✓ Copy of Error and Omissions Coverage
- ✓ Broker's Commission Remuneration Schedule - for brokers not affiliated with a national account or appointed under a corporate contract or Commission Assignment form if appointed under a corporation.

**Variable Life and Annuity**

- ✓ Completed License/Appointment data sheet
- ✓ Copy of all current resident, and if applicable, non-resident licenses
- ✓ Applicable state required appointment documents
- ✓ Proof of NASD Securities registration

**Send Appointment Paperwork To:**

Sun Life Financial  
Attn: Licensing SC 1228  
One Sun Life Executive Park  
Wellesley Hills, MA 02481



# Appointment Data Sheet

## FIXED AND VARIABLE APPOINTMENTS

States in which I would like to sell fixed life insurance products: \_\_\_\_\_

License #'s \_\_\_\_\_

States in which I would like to sell variable life and annuity products: \_\_\_\_\_

License #'s \_\_\_\_\_

## PERSONAL DATA - broker

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Residence  
Address \_\_\_\_\_  
Street City State Zip

Business Phone \_\_\_\_\_ CRD # \_\_\_\_\_

## BROKER-DEALER N.A.S.D. AFFILIATION (if applicable)

Name \_\_\_\_\_ CRD# \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

## GENERAL AGENCY

Name CPS INSURANCE SERVICES Branch Code 39607

Contact name PETER HOLDEN

Telephone number \_\_\_\_\_ Email \_\_\_\_\_

By submitting this form to Sun Life Financial, the Broker-Dealer firm hereby certifies that the above named broker (1) is duly licensed and qualified for the purposes stated herein, (2) has not been convicted or plead guilty or nolo contendere to, and is not currently charged with, any (a) felony; or (b) any crime involving insurance or investments, fraud, dishonesty, false statements or omissions, wrongful taking of property, or forgery; and (3) has not had a professional license denied, suspended, or revoked for cause.

Note: If applying for a variable appointment, this application will only be processed if the broker/dealer with which you are affiliated has signed and returned a Sun Life Assurance Company of Canada (U.S.) selling agreement and complied with applicable corporate filing requirements.

## Broker Acknowledgement

In accordance with my appointment with Sun Life Assurance Company of Canada, and Sun Life Assurance Company of Canada (U.S.), members of the Sun Life Financial group of companies ("the Company"), I acknowledge that my authority resulting from such appointment shall be expressly limited to the solicitation of applications for approved products of the Company.

In connection therewith, I agree not to:

- (i) make, alter, or discharge the Company's policies or modify any forms relating thereto;
- (ii) make any endorsements on policies; waive forfeitures; quote premium rates other than those published by the Company; guarantee or alter published dividend scales or interest rates;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the Company;
- (iv) deliver a policy if I become aware of a change in the insurability of the risk;
- (v) incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- (vi) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vii) issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been approved in writing by an authorized officer of the Company;
- (viii) demand or accept any remuneration in connection with or incidental to the solicitation, sale and servicing of the Company's products, except from the Company;
- (ix) become or allow any broker to become the primary delivery address for policy holder communications:  
and
- (x) send out any material or mailers in connection with the Company that has not been pre-approved by the Company.
- (xi) pay any premium to the Company on behalf of any applicant or policyholder;
- (xii) engage in any conduct which violates applicable laws, rules, and regulations in any jurisdictions; and
- (xiii) deposit, endorse, or otherwise negotiate benefit checks, including policy loans, cash surrenders, or maturity proceeds, whether or not with policyholder's or beneficiary's authorization or to delay delivery of any such checks.

# Broker Appointment Questionnaire

## Required for fixed Life Insurance Appointments Only

(If any question is answered with a yes, please attach a full explanation.)

1. Have you filed a bankruptcy petition or been declared bankrupt or insolvent? ☐ yes ☐ no
2. Has any insurer you represented, including Sun Life Assurance Company of Canada, ever terminated your agent's or producer's contract other than for low production? ☐ yes ☐ no
3. Has any state regulatory or supervisory agency ever disciplined, sanctioned, suspended, or revoked your license? ☐ yes ☐ no
4. Has a bonding company denied, paid on, or revoked a fidelity bond for you? ☐ yes ☐ no
5. Have you been convicted of a crime involving fraud or dishonesty? ☐ yes ☐ no
6. Do you have Errors & Omissions Coverage? (coverage is mandatory)  
Please attach a copy of the Certificate or Policy Summary page. ☐ yes ☐ no
7. Have you been a party to any Errors & Omissions claims in the last five years? ☐ yes ☐ no
8. a. Do you engage in any administrative, investment advisory, legal, accounting, custodial, or trustee services? ☐ yes ☐ no  
b. Are you a partner, officer or director of any other business? ☐ yes ☐ no
9. Do you currently have any open state or federal levy, tax lien, or multiple garnishments? ☐ yes ☐ no
10. Do you have Errors & Omissions Insurance? (Coverage is mandatory.  
Please attach a copy of the policy summary page or certificate.) ☐ yes ☐ no
11. Have you ever had any professional or occupational license canceled, refused, suspended, restricted or revoked? If yes, attach details. ☐ yes ☐ no
12. Have you ever been convicted of or pled guilty or nolo contendere to, or are you currently charged with, any: (1) felony; or (2) any crime involving insurance or investments, fraud, dishonesty, false statements or omissions, wrongful taking of property, or forgery; or (3) a violation of any federal law? ☐ yes ☐ no  
If yes, attach details.

I certify that the above are true.

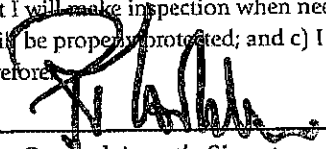
I certify that the above statements in the Broker Acknowledgement and Broker Appointment Questionnaire are true.

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

## General Agency Due Diligence Statement

To the best of my knowledge and belief the Broker applicant is of good character and I recommend his/her appointment. I have taken the appropriate steps to verify the accuracy and completeness of the answers to this questionnaire. I certify that a) the applicant has fulfilled and will continue to fulfill the appropriate education, examination, and training requirements for the specific states in which the applicant is requesting licensing; b) the applicant will receive close and adequate supervision and that I will make inspection when needed of any and all risks written by the applicant to the end that the interest if the public will be properly protected; and c) I will not permit the applicant to transact insurance as a Broker until duly licensed therefore.

✓   
General Agent's Signature

\_\_\_\_\_  
Date

## Pre-contracting Inquiry Release

### Required for fixed Life Insurance Appointments Only

In connection with my appointment as a Broker with Sun Life Assurance Company of Canada ("the Company"), I understand that the Company will obtain an investigative consumer report on me. The Company may also obtain updates to this investigative consumer report from time to time. This background inquiry will include, among other things, reviews of companies I have associated with, former supervisors, consumer credit, criminal convictions, motor vehicle records, court records, and insurance department files. It will also include information as to my character, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand that the Company may be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil and other experiences and those of any business entity with which I have been associated. The name and address of the investigative consumer reporting agency which will provide the report to the Company is:

Business Information Group, Inc.  
P.O. Box 130  
Southampton, PA 18966  
(Tel. 800-260-1680)

I understand that upon written request I will be given a list of the areas which will be researched and included in the investigative consumer report into my background.

I have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

California Residents: I acknowledge receipt of the attached summary of Section 1786.22 of the California Investigative Consumer Reporting Agencies Act outlining my rights under California law in connection with the investigative consumer report. Pursuant to the California Investigative Consumer Reporting Agencies Act, you have a right to request a copy of the investigative consumer report from the agency named above. In addition, the Company will be sending to you a copy of the report within seven (7) days of our receipt of the report, as required in California.

I authorize any party or agency contacted by Sun Life Assurance Company of Canada or its representatives to furnish the above-mentioned information directly to the Company or its representatives and to rely on a copy of this Release as if it were the original. I hereby consent to the Company or its representatives obtaining the above information about me directly from any source.

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

Driver's License # \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Address (if at current address less than 5 years)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
Date

# Sun Life Assurance Company of Canada

## Corporate Appointment Application to sell Fixed Life Insurance

### Appointment Checklist:

#### Fixed Life Insurance

- ✓ Copy of all current resident and, if applicable, non-resident licenses
- ✓ Applicable state required appointment documents
- ✓ Copy of Error and Omissions coverage
- ✓ Corporate Broker's Commission Remuneration Schedule
- ✓ Provide (a) proof that the corporation has registered with the Secretary of State, i.e. Certificate of Good Standing, Certificate of Authority, if it is issued by the particular state and (b) copies of the "Articles of Incorporation" as filed with the state
- ✓ Complete the Commission Assignment Form for each producer associated and writing business with this corporation.

### Send Appointment Paperwork To:

Sun Life Financial  
Attn: Licensing SC 1228  
One Sun Life Executive Park  
Wellesley Hills, MA 02481



# CORPORATE APPOINTMENT QUESTIONNAIRE

(IF ANY QUESTION IS ANSWERED WITH A YES, PLEASE ATTACH A FULL EXPLANATION.)

1. Has the Corporation filed a bankruptcy petition or been declared bankrupt or insolvent? ☐ yes ☐ no
2. Has any insurer, including Sun Life Assurance Company of Canada, ever terminated the Corporation's agent or producer contract other than for low production? ☐ yes ☐ no
3. Has a bonding company denied, paid on, or revoked a fidelity bond for the Corporation? ☐ yes ☐ no
4. Has the Corporation or its principal officers been a party to any Errors & Omissions claims in the last five years? ☐ yes ☐ no
5. a. Does the Corporation or its principal officers engage in any administrative, investment advisory, legal, accounting, custodial, or trustee services? ☐ yes ☐ no  
b. Is or has the Corporation or its principal officers been a partner, officer or director of any other business? ☐ yes ☐ no
6. Does the Corporation or its principal officers currently have any open state or federal levy, tax lien, or multiple garnishments? ☐ yes ☐ no
7. Does the Corporation have Errors & Omissions Insurance?  
(Coverage is mandatory. Please attach a copy of the policy summary page or certificate.) ☐ yes ☐ no
8. Has the Corporation or any of its principal officers ever had any professional or occupational license canceled, refused, suspended, restricted or revoked? If yes, attach details. ☐ yes ☐ no
9. Has the Corporation or any of its principal officers ever been convicted of or pled guilty or nolo contendere to, or are you currently charged with, any: (1) felony; or (2) any crime involving insurance or investments, fraud, dishonesty, false statements or omissions, wrongful taking of property, or forgery; or (3) a violation of any federal law?  
If yes, attach details. ☐ yes ☐ no
10. Is the Corporation or any of its principal officers aware of any complaint, investigation, or proceeding that could result in a change to any answer provided above? ☐ yes ☐ no

I certify that the above statements in the Corporate Appointment Questionnaire are true.

\_\_\_\_\_  
Principal Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## PRE-CONTRACTING INQUIRY RELEASE (applies to each officer of the corporation)

In connection with my appointment as a Corporate Broker with Sun Life Assurance Company of Canada ("the Company"), I understand that the Company will obtain an investigative consumer report on me. The Company may also obtain updates to this investigative consumer report from time to time. This background inquiry will include, among other things, reviews of companies I have associated with, former supervisors, consumer credit, criminal convictions, motor vehicle records, court records, and insurance department files. It will also include information as to my character, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand that the Company may be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil and other experiences and those of any business entity with which I have been associated. The name and address of the investigative consumer reporting agency which will provide the report to the Company is:

Business Information Group, Inc.  
P.O. Box 130  
Southampton, PA 18966  
(Tel. 800-260-1680)

I understand that upon written request I will be given a list of the areas which will be researched and included in the investigative consumer report into my background.

I have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

**California Residents:** I acknowledge receipt of the attached summary of Section 1786.22 of the California Investigative Consumer Reporting Agencies Act outlining my rights under California law in connection with the investigative consumer report. Pursuant to the California Investigative Consumer Reporting Agencies Act, you have a right to request a copy of the investigative consumer report from the agency named above. In addition, the Company will be sending to you a copy of the report within seven (7) days of our receipt of the report, as required in California.

I authorize any party or agency contacted by Sun Life Assurance Company of Canada or its representatives to furnish the above-mentioned information directly to the Company or its representatives and to rely on a copy of this Release as if it were the original. I hereby consent to the Company or its representatives obtaining the above information about me directly from any source.

Print Corporation Name: \_\_\_\_\_  
T.I.N. # \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Current Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Business Address  
(if at current address  
less than 5 years): \_\_\_\_\_  
\_\_\_\_\_

# PRE-CONTRACTING INQUIRY RELEASE (applies to each officer of the corporation)

Principal Officer's Names	Principal Officer's Signature	Date	Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

All principal officers must complete the Pre-Contracting Inquiry Release. For officers not applying for an appointment, please provide the following additional information:

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

Social Security #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Previous Address: \_\_\_\_\_

(if at current address \_\_\_\_\_

less than 5 years) \_\_\_\_\_

\_\_\_\_\_

# COMMISSION ASSIGNMENT FORM

## Corporate Producers Only

THIS FORM SHOULD BE COMPLETED BY BROKERS WHO WANT TO ASSIGN COMMISSIONS TO A CORPORATION

I hereby assign all of my earnings resulting from the sale of Sun Life Assurance Company of Canada products to:

Corporation Name: \_\_\_\_\_

Based on the agreement with:

General Agency Name: \_\_\_\_\_

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Date

If you are submitting this form to assign commissions to a corporation, you must also submit the Corporate Appointment Application (IF CORPORATION NOT ALREADY APPOINTED THROUGH SAME GENERAL AGENCY)

IMPORTANT- FOR COMMISSIONS TO BE ASSIGNED TO A CORPORATION, THE CORPORATION'S AGENT ID NUMBER ASSIGNED BY SUN LIFE ASSURANCE COMPANY OF CANADA MUST BE INDICATED ON THE AGENT'S PAGE OF THE APPLICATION.

If you want your name to appear on the policy as the servicing agent, include your personal Agent ID number assigned by Sun Life Assurance Company of Canada on the agent's report section of the application. Check the "yes" box for Service Agent.

# COMMISSION ASSIGNMENT FORM

## Corporate Producers Only

THIS FORM SHOULD BE COMPLETED BY BROKERS WHO WANT TO ASSIGN COMMISSIONS TO A CORPORATION

I hereby assign all of my earnings resulting from the sale of Sun Life Assurance Company of Canada products to:

Corporation Name: \_\_\_\_\_

Based on the agreement with:

General Agency Name: \_\_\_\_\_

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Date

If you are submitting this form to assign commissions to a corporation, you must also submit the Corporate Appointment Application (IF CORPORATION NOT ALREADY APPOINTED THROUGH SAME GENERAL AGENCY)

IMPORTANT- FOR COMMISSIONS TO BE ASSIGNED TO A CORPORATION, THE CORPORATION'S AGENT ID NUMBER ASSIGNED BY SUN LIFE ASSURANCE COMPANY OF CANADA MUST BE INDICATED ON THE AGENT'S PAGE OF THE APPLICATION.

If you want your name to appear on the policy as the servicing agent, include your personal Agent ID number assigned by Sun Life Assurance Company of Canada on the agent's report section of the application. Check the "yes" box for Service Agent.

# SALES REPRESENTATIVE AGREEMENT

This Agreement is made and effective between Sun Life Assurance Company of Canada ("the Company"), a member of the Sun Life Financial group of companies;

\_\_\_\_\_ ("General Agent"), and

\_\_\_\_\_ ("Sales Representative")

as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date")

## **I. Appointment**

**Section 1.1 Appointment.** General Agent shall appoint the Sales Representative to solicit applications for insurance policies ("policies") to be issued by the Company selected affiliates.

The Sales Representative accepts the appointment. The performance of business activities by the Sales Representative on behalf of General Agent and the Company shall not be construed as creating the relationship of employer and employee between Sales Representative, General Agent and the Company.

## **II. Remuneration**

**Section 2.1A Remuneration.** The Company will directly compensate the Sales Representative in accordance with the applicable Remuneration Schedule.

**Section 2.1B Delivery of Sales Representative's Compensation Payments.** The Company may, at its option, mail or otherwise deliver the Sales Representative's compensation payments to the General Agent, in which case General Agent shall then be responsible for delivering the payment to the Sales Representative. The Company's delivery to General Agent of any compensation payment due Sales Representative shall fully and completely discharge the Company's obligation to pay Sales Representative that particular compensation, and the Company shall have no further duty, obligation or liability to Sales Representative in the event Sales Representative does not receive such payment from General Agent.

**Section 2.2 Remuneration Schedule.** The current Remuneration Schedule on the Effective Date of this Agreement is attached to this Agreement. The Company may, from time to time on 30 days' notice to the

Sales Representative and General Agent, amend the rates and regulations of the Remuneration Schedule currently in effect or substitute another Schedule in its place at its sole discretion. All such amendments and/or substitutions are hereby incorporated by reference and, on the expiration of the 30-day notice period, shall become a part of this Agreement.

### **Section 2.3 Adjustments to**

**Remuneration.** The Company reserves the right to adjust the Sales Representative's remuneration in the event of a reinstatement, revival, refund or policy change or cancellation by the Company (or any affiliate) or in the event of the replacement of a policy issued by the Company (or any affiliate). The Company may issue regulations from time to time setting forth the circumstances under which a policy will be considered to have been reinstated, revived or replaced and for any chargeback due to cancellation. This section shall survive any termination of this agreement.

**Section 2.4 Remuneration After Termination of Agreement.** Subject to the rights of the Company under Sections 2.3 and 2.5, the Company will continue paying commissions on premiums collected during the commission-paying periods of policies if this Agreement is terminated. Such payments, if any, shall be made in accordance with the applicable Remuneration Schedule. Service fees are not vested, however, and will cease automatically if this Agreement is terminated. In some cases, the renewal commission will be reduced if this agreement is terminated. Also, if the Sales Representative fails, at any time, to remit, without delay, to the Company funds intended for the Company (or any affiliate); engages in any fraudulent or dishonest activities which may relate, directly or indirectly, to the Company (or any affiliate); violates any law or governmental regulation or otherwise breaches any provision of this

Agreement, then, at the Company's sole discretion, all commissions which had accrued or which might thereafter accrue hereunder shall immediately cease and terminate and shall revert to the Company (or any affiliate) as liquidated damages and not as a penalty. This provision shall survive any termination of this Agreement

**Section 2.5 Offset.** The Company may offset any amounts owed to the Company (or any affiliate), or any advances made to the Sales Representative, against any monies accrued or hereafter to accrue to the Sales Representative. The Company's calculation of any amounts owed to it (or any affiliate) shall be conclusive and binding on the Sales Representative. In addition, Sales Representative shall pay all costs of collection, including attorneys' fees, incurred by the Company in the enforcement of this Agreement. This section shall survive any termination of this Agreement.

### III. Authority

**Section 3.1 Authority.** The Sales Representative shall have only the authority expressly granted in this Agreement. The Sales Representative further agrees not to:

- (i) make, alter or discharge the Company's policies or modify any forms relating thereto;
- (ii) make any endorsements on policies; waive forfeitures, quote premium rates other than those published by the Company, guarantee or alter published dividend scales or interest rates;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the

Company;

- (iv) deliver a policy if the Sales Representative becomes aware of a change in the insurability of the risk;
- (v) incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- (vi) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vii) issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been preapproved in writing by an authorized officer of the Company;
- (viii) demand or accept any remuneration from a third party (other than the Company) in connection with or incidental to the solicitation, sale and servicing of the Company's policies or services;
- (ix) pay any premium to the Company on behalf of any applicant or policyholder (without written disclosure to the Insured and the Company);
- (x) engage in any conduct which violates applicable laws, rules and regulations in any jurisdiction;
- (xi) deposit, endorse, or otherwise negotiate benefit checks, including policy loans, cash surrenders or maturity proceeds, whether or not with the policyholder's or beneficiary's authorization or delay the deliver of any such checks; and

- (xii) become the primary delivery address for policyholder communications.

### **Section 3.2 Applications and Temporary Insurance Agreements.**

All applications obtained by the Sales Representative, together with all related documentation, including medical examinations and other reports, shall be delivered without delay to the Company or General Agent (in accordance with its procedures), regardless of whether an application is to be proceeded with. The requirements for the Temporary Insurance Agreement, if applicable, must be expressly complied with if any money is accepted with an application and the Company reserves the right to publish procedures from time to time in connection with the use and availability of its Temporary Insurance Agreements.

**Section 3.3 Policies.** A policy may not be delivered until payment of the full initial premium for the policy is made; and then only if there has been no change in the insurability of the Insured since the completion of the application for the policy. If a policy has not been delivered, as evidenced by a signed and dated delivery receipt, for any reason within such time period after its Issue Date as may be published by the Company from time to time, the policy must be returned by the Sales Representative directly to the Company and coverage under any such non-delivered policy shall not commence.

## **IV. Termination**

**Section 4.1 Termination.** This Agreement:

- (i) may be terminated by any party upon 30 days' notice in writing to the other;
- (ii) terminates on the death of Sales Representative and may be

terminated immediately by the Company on dissolution or change of management control of the Sales Representative (if a corporation, partnership or other type of business entity);

- (iii) shall terminate immediately upon written agreement between the Company and the Sales Representative;
- (iv) may be terminated immediately by the Company for violation of law or governmental regulation by the Sales Representative, and
- (v) may be terminated immediately by any party for breach of any provision of the Agreement by the other party, or by the Company for any breach by the Sales Representative of any rules or regulations promulgated by the Company. It is expressly agreed that this agreement shall survive termination of the General Agent's Agreement between General Agent and the Company.

## **V. General Provisions**

**Section 5.1 Assignments.** The Sales Representative shall not assign any duty, right or benefit under this Agreement, without the consent of the Company and General Agent.

**Section 5.2 Waiver.** The Sales Representative agrees that no provision of this Agreement shall be deemed to be waived by the Company unless the waiver is in writing and signed by an authorized officer of the Company stating explicitly that it is intended to modify or waive the effect of a specifically identified provision.

**Section 5.3 Sole Agreement.** The Agreement cancels and replaces all prior sales agreements made between the



Company and the Sales Representative and is the sole agreement between the parties (other than the General Agent's Agreement, as to which Sales Representative is not a party or a third party beneficiary)

**Section 5.4 Severability.** The provisions of this Agreement are severable, and, if any of its provisions shall be held invalid or illegal by any court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall not be affected and such remaining provisions shall be valid and enforceable to the extent permitted by law.

**Section 5.5 Insurer's Property and Inspection of Records.** In order to assist the Sales Representative in the sale of the policies, the Company may make available from time to time sales materials or manuals, policyholder information and other business records kept in the ordinary course of business which the Sales Representative acknowledges to be the property of the Company. The Company shall be entitled to inspect the books and records of the Sales Representative, as they relate in any way to the Company's business, at any time. The Sales Representative agrees to return upon demand or upon termination of this Agreement all such property and any undelivered policies.

**Section 5.6 Compliance.** The Sales Representative agrees to conduct business under this Agreement in compliance with all applicable written procedures, rules and regulations the Company has or may establish to govern the conduct of its business, including the Company's Code of Business Conduct and its Field Compliance Manual.

**Section 5.7 Notices.** The respective addresses for notices shall be as follows (unless changed):

Sun Life Assurance Company of Canada  
One Sun Life Executive Park  
Wellesley Hills, MA 02481  
Attn: Individual Insurance, SC 1128

Sales Representative

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

General Agent

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**Section 5.8 Indemnification.** The Sales Representative agrees to indemnify and hold the Company and General Agent harmless from all claims, liabilities and expenses (including attorneys fees) made by any third party, including policyholders and brokers, arising from the negligent or intended act or omission of the Sales Representative or any agents or employees.

**Section 5.9 Insurance and Fidelity Bond.** The Sales Representative agrees to obtain such insurance coverages, including errors and omission, and such fidelity bond coverages as the Company may require from time to time. The Company shall be named as an additional insured or covered person under such coverages, if it requests, and in all cases, the Company shall be named for notice purposes, to receive any notices of claim or cancellation. Such coverage will relate only to any loss which the Company may sustain by reason of the acts of the Sales Representative and/or any agents or employees.

**Section 5.10 Governing Laws.** This Agreement shall be interpreted, construed, enforced and governed in all respects under the internal laws of the Commonwealth of Massachusetts.

Upon execution, in duplicate, by an authorized officer of the Company at its offices in Wellesley Hills, Massachusetts, by the General Agent and by the Sales Representative, this Agreement shall thereupon be effective as of the Effective Date.

By signing this Agreement, the undersigned Sales Representative acknowledges receipt of the Company's Field Compliance Manual, including the Code of Business Conduct and agrees to sign, on an annual basis at the request of the Company, a compliance certificate as to such materials.

## **SALES REPRESENTATIVE**

By: \_\_\_\_\_

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

## **GENERAL AGENT**

By: \_\_\_\_\_

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

(Additional signature page follows)

## **SUN LIFE ASSURANCE COMPANY OF CANADA**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. 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 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--

List account number(s) here (optional)

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III 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.

**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 2.)

Sign  
Here

Signature ▶

Date ▶

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**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.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

**Other entities.** Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



**Sun Life Assurance Company of Canada**  
**Commission Remuneration Schedule**  
**Contract Type – B3**

<b>Product</b>	<b>1<sup>st</sup> Policy Year</b>	<b>2<sup>nd</sup> Policy Year</b>	<b>3<sup>rd</sup> Policy Year</b>	<b>4<sup>th</sup> Policy Year</b>	<b>5<sup>th</sup> – 10<sup>th</sup> Policy Year</b>	<b>11 + Policy Years</b>
<b>Interest Sensitive Universal Life</b>						
Sun Univ. Protector Plus & Sun Survivorship UL Plus Excess Premium	65.00 3.00	3.00	3.00	3.00	.00	.00
<b>Sun Univ. Protector Lapse Protection 2, &amp; Sun Survivorship UL Lapse Protection 2</b>						
Excess Premium	65.00 2.00	3.00	3.00	3.00	3.00	.00
<b>Term</b>						
Sun Art, Sun Term 20 Flat Extras	65.00 .00	1.00 .00	1.00 .00	1.00 .00	1.00 .00	.00 .00
Sun Term 10 Flat Extras	60.00 .00	1.00 .00	1.00 .00	1.00 .00	1.00 .00	.00 .00

I agree that my sole claim of remuneration, except as provided below, shall be against the General Agent and not against Sun Life Assurance Company of Canada ("The Company"). I acknowledge that The Company will make payment directly to me if the General Agent is terminated and if I subsequently specifically request in writing that The Company do so. In that event, The Company will pay commissions due and accruing thereafter premiums that are subsequently paid on policies in force with The Company at the date of notification and on policies which list me as the broker of record. Renewal commissions will be paid based on the premiums collected by The Company on years two through ten or as revised by The Company from time-to-time. Commissions paid hereunder are vested.

Broker's Signature

Date

General Agent's Signature

Date

**Renewal / excess premium rates apply to all premium paid in excess of Maximum Commissionable Premium (MCP)**

6/04

Revision

**Sun Life Assurance Company of Canada**  
**Commission Remuneration Schedule**  
**Contract Type – B3**

<b>Riders</b>	<b>1<sup>st</sup> Policy Year</b>	<b>2<sup>nd</sup> Policy Year</b>	<b>3<sup>rd</sup> Policy Year</b>	<b>4<sup>th</sup> Policy Year</b>	<b>5<sup>th</sup> – 10<sup>th</sup> Policy Year</b>	<b>11 + Policy Years</b>
Level Plus Rider	1.50	1.50	1.50	1.50	1.50	.00
Flat Extras	5.00	1.50	1.50	1.50	1.50	.00
Single Plus Rider	1.50	.00	.00	.00	.00	.00
Flat Extras	5.00	1.00	1.00	1.00	1.00	.00
Waiver of Stipulated Prem. Sun Surv. Whole Life	75.00	1.50	1.50	1.50	1.50	.00
Flat Extras	5.00	1.50	1.50	1.50	1.50	.00

I agree that my sole claim of remuneration, except as provided below, shall be against the General Agent and not against Sun Life Assurance Company of Canada ("The Company"). I acknowledge that The Company will make payment directly to me if the General Agent is terminated and if I subsequently specifically request in writing that The Company do so. In that event, The Company will pay commissions due and accruing thereafter premiums that are subsequently paid on policies in force with The Company at the date of notification and on policies which list me as the broker of record. Renewal commissions will be paid based on the premiums collected by The Company on years two through ten or as revised by The Company from time-to-time. Commissions paid hereunder are vested.

Broker's Signature	Date	General Agent's Signature	Date
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**Sun Life Assurance Company of Canada**  
**Commission Remuneration Schedule**  
**Contract Type – B3**

<b>Product</b>	<b>1<sup>st</sup> Policy Year</b>	<b>2<sup>nd</sup> Policy Year</b>	<b>3<sup>rd</sup> Policy Year</b>	<b>4<sup>th</sup> Policy Year</b>	<b>5<sup>th</sup> – 10<sup>th</sup> Policy Year</b>	<b>11 + Policy Years</b>
<b>Interest Sensitive Universal</b>						
Sun Univ. Protector, Sun Surv. Univ. UL LP & Plus, /MCP	65.00 3.00	3.00 3.00	3.00 3.00	3.00 3.00	3.00 3.00	.00 .00
Sun Univ. Protector Lapse Protection 2, /SUL LP2	65.00 2.00	3.00 3.00	3.00 3.00	3.00 3.00	3.00 3.00	.00 .00
<b>Term</b>						
Sun Art, Sun Term 20	65.00	1.00	1.00	1.00	1.00	.00
Flat Extras	.00	.00	.00	.00	.00	.00
Sun Term 10	60.00	1.00	1.00	1.00	1.00	.00
Flat Extras	.00	.00	.00	.00	.00	.00
<b>Whole Life</b>						
Sun Permanent Life Plus - up to age 80	75.00	5.00	5.00	5.00	5.00	.00
Flat Extras	5.00	5.00	5.00	5.00	5.00	.00
Sun Permanent Life Plus - age 81 – 85	55.00	5.00	5.00	5.00	5.00	.00
Flat Extras	5.00	5.00	5.00	5.00	5.00	.00
Sun Survivorship Whole Life	75.00	5.00	5.00	5.00	5.00	.00
Flat Extras	5.00	5.00	5.00	5.00	5.00	.00

**Renewal / excess premium rates apply to all premium paid in excess of Maximum Commissionable Premium (MCP)**



# CPS PRODUCER PROFILE

Please complete this form, and return it to us.  
We must have a completed and signed version of this form on file.

Producer Name \_\_\_\_\_

Company/Corporation Name \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Social Security # \_\_\_\_\_ Tax ID # \_\_\_\_\_

Insurance License Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier \_\_\_\_\_

Do you assign commissions? ☐ No ☐ Yes, to whom \_\_\_\_\_

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? \_\_\_\_\_

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\*\*\*\*\* Important, please read and sign other side \*\*\*\*\*

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157