

KEYPORT

Contracting Guidelines

To set up Corporation and Principal:

- License / Appointment Data Sheet
 - Fill in Principal's name in NAME box, Principal's SSN
 - Fill in Corp name in GENERAL AGENCY box
 - Principal signs the Data Sheet
- General Agent under Master General Agent Agreement
 - Fill in Corp name in NAME OF GENERAL AGENT box
 - Fill in Corp Tax ID in IRS NUMBER box
- Copy of Principal's license; Copy of Corp's license

Other agent's commissions to be assigned to the Corporation:

- License/ Appointment Data Sheet
 - Fill in Agent's name in NAME box, Agent's SSN
 - Fill in Corp name in GENERAL AGENCY box
 - Agent signs the Data Sheet
- Disregard the General Agent under Master General Agent Agreement
- Copy of Agent's license

Commissions paid direct to agent:

- License/ Appointment Data Sheet
 - Fill in the Agent's name in the NAME box
 - Fill in the Agent's name again in the GENERAL AGENCY box
 - Agent Signs the License/ Appointment Data Sheet
- General Agent under Master General Agent Agreement
 - Fill in Agent's name in NAME OF GENERAL AGENT box
 - Fill in Agent's SSN in IRS NUMBER box
- Copy of Agent's license

General Agent under Master General Agent Agreement Sun Life Assurance Company of Canada (U.S)



Please execute two copies of this Agreement by providing the signature of an authorized officer.
Please retain one copy for your records.

Please return the
completed form
by mail or fax to:

Sun Life Financial
Licensing Department
P.O. Box 9133
Wellesley Hills, MA 02481
Fax Number: 781-304-5307

In addition, please be aware that each general agent requesting an appointment with Sun Life Assurance Company of Canada (U.S.) will need to complete the General Agent under Master General Agent Agreement.

1. General Information

Please PRINT clearly.

Name of Master General Agent				CPS INSURANCE SERVICES													
Name of Co-Master General Agent																	
Name of General Agent																	
Address (Number and Street) 9 CORPORATE PARK DRIVE STE 100																	
City		IRVINE		County		State		CA		Zip Code		92606					
I.R.S. Number						Business Phone Number						949-863-0700					

2. License Information

Qualified to sell Life or Life and Variable in the following states:

Please attach a copy
of current licenses.

3. Personnel Contacts (if applicable)

Licensing	Telephone
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4. Policy Delivery Information (if applicable)

Policies sold by firm should be sent to:

Please check one only.

☐ Home Office ☐ Agent of Record ☐ Participant/Owner

If left blank, policies will be mailed to the Agent of Record.

General Agent under Master General Agent Agreement

General Agency Agreement between Sun Life Assurance Company of Canada (U.S.) (hereinafter referred to as "the Company"), a Delaware corporation; Clarendon Insurance Agency, Inc. (hereinafter referred to as Clarendon), a Massachusetts corporation; and

Please PRINT clearly.

General Agent

a

corporation having its principle place of business at

The Company and General Agent agree as follows:

1. General Agent desires to enter into an agency agreement with the Company and to have its Agents appointed as agents of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts") for which a compensation schedule is attached to this Agreement. Agents may not be associated with any NASD-registered Broker/Dealer that has offices either nationally or regionally. General Agent shall not sell Contracts at or through Savings and Loan Associations, Saving Banks, Credit Unions, Commercial Banks or other Banks.
2. General Agent will select persons, who are to be appointed as Agents of General Agent and as agents of the Company, to solicit applications for the Contracts in conformance with all applicable laws. The appointment of any Agent is subject to the approval of the Company.
3. All solicitations for the Contracts will be made only by duly authorized Agents who possess the required licenses and appointments and are soliciting sales of the Contract in a state where the Company is authorized to sell such Contracts. General Agent will pay such compensation only to such Agents. Continued solicitation for the Contracts shall be contingent upon the continuing qualification of such Agents by possession of the required licenses and appointments.
4. General Agent shall have the responsibility to supervise all Agents appointed under this agreement and shall indemnify and hold the Company harmless from any damage or expenses incurred by the Company on account of any act by General Agent and its Agents in connection with the solicitation of Contracts.
5. General Agent shall review all applications for the Contracts and promptly forward them to the Company together with any purchase payments received with such applications without deduction for any compensation. The Company has the right to reject any application for a Contract and return any purchase payment made in connection therewith.
6. General Agent will offer and sell the Contracts only in accordance with the terms and conditions of this Agreement and will make no representations not included in any supplemental material approved by the Company. General Agent shall not use, or permit its Agents to use, sales material or advertising with regard to the Contracts or the Company without the prior written approval of the Company. The Company provides neither standard sales literature nor direct sales support to General Agent and Agents. Such literature and support is the responsibility of the Master General Agent designated below.
7. General Agent is performing the acts covered by this Agreement in the capacity of independent contractor and not as an employee of the Company. The Company shall not be liable for any obligation, act or omission of General Agent or its Agents.
8. General Agent shall be paid compensation for the sale of Contracts as set forth in the attached Compensation Schedule(s). The Company has the right to charge back any such compensation under the conditions stated in such Schedule(s). Any Compensation Schedule may be changed or replaced prospectively by the Company as of a specified date, provided such date is at least 10 days after the date the change is mailed to General Agent's last known address. Any such change will apply only to Contracts issued on or after the effective date of the change.
9. The Company may offset against any claim for the compensation herein any debts now due or which may become due the Company from the General Agent, and such debts shall be a first lien against any compensation due the General Agent hereunder. The General Agent may not offset against such debts any compensation accrued or to accrue hereunder but not yet payable to the General Agent.
10. Provided the General Agent holds the requisite licenses and has been approved for appointment by the Company, this agreement shall take effect as of the date specified on Page 3. It shall continue in force from year to year thereafter unless it is sooner terminated. This Agreement may be terminated for any reason by either party. Such termination will become effective 5 days after the mailing of the notice of termination to the other party's last known address. This agreement

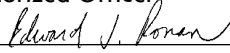
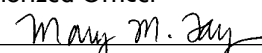
may also be terminated by the Company for cause (violation of any of the terms of this Agreement); in which case the termination will become effective upon the mailing of a notice of termination to the General Agent's last known address. Failure of the Company to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause. This Agreement shall immediately terminate automatically if General Agent shall cease to possess the requisite licenses and appointments. General Agent agrees to immediately notify the Company of such an occurrence. Only provisions 4, 7, 9, and 11 shall continue in force after any termination. Upon termination no further compensation shall be due or paid to General Agent unless the Compensation Schedule expressly provides otherwise.

11. This Agreement, or any compensation due hereunder, may not be assigned by General Agent except with the prior written consent of the Company. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

Limitations on Authority

General Agent under Master General Agent shall have only the authority expressly granted in this Agreement and agrees not to:

- a. endorse, deposit, cash, or otherwise negotiate any check drawn to the Company's order, or to open any bank account in the Company's name, or to sign the Company's name in any circumstances, or to have any checks or promissory notes printed with "Sun Life Assurance Company of Canada (U.S.)" thereon.
- b. endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the agent.
- c. place the Company under any legal obligation which is not within the express authority granted by the Company in the General Agency Agreement, or elsewhere in writing.
- d. accept risks of any kind, to make, modify or discharge contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company's rights or requirements, to bind the Company by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in the General Agency Agreement.
- e. advertise or publicize the Company's name by using it in any advertising or publicity medium, including newspapers, magazines, television or radio broadcasts, or other means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Company in writing.
- f. sign as a witness to any person's signature on any application or other paper relating to the company's business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the agent's presence.
- g. sign the name of another person, such as an applicant, insured, policyowner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- h. keep custody of a policy, other than a policy on the agent or a member of the agent's family, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all policies and contracts must be delivered to the respective owner in an expedient manner and in conformance with applicable law).
- i. be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the agent or on a member of the agent's family.
- j. represent the Company in any manner whatsoever before any State Insurance Department, or official thereof, or any Governmental Agency; such matters must be submitted to the home office for the attention of a Company officer. and
- k. affix stamps or labels on policies, policy envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

Sun Life Assurance Company of Canada (U.S.) Edward J. Ronan	Sun Life Assurance Company of Canada (U.S.) Mary M. Fay
Authorized Officer X 	Authorized Officer X 
Title Vice President, Partnership Management	Title Vice President, Annuities

Name of General Agent under Master General Agent	
Authorized Officer X	
Title	Date (m/d/y)

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License/Appointment Data Sheet

Sun Life Assurance Company of Canada (U.S)



To sell Sun Life Assurance Company of Canada (U.S.) Variable Annuities products an Agent/Broker must first be properly licensed and then appointed by Sun Life Assurance Company of Canada (U.S.), a member of the Sun Life Financial group of companies. This form is designed to help expedite this process.

I would like to sell the following Sun Life Assurance Company of Canada (U.S.) products:

☐ Fixed annuities ☐ Variable annuities ☐ Fixed and Variable annuities

in the states of:

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NOTE: This application for licensing/appointment will only be processed if the General Agent and/or Broker/Dealer with whom you are affiliated has signed and returned a Sun Life Assurance Company of Canada (U.S.) selling agreement and complied with applicable corporate licensing requirements.

Please return the completed form by mail or fax to:

Sun Life Financial
Licensing Department
P.O. Box 9133
Wellesley Hills, MA 02481
Fax Number: 781-304-5307

For more information or assistance, please call 1-800-367-3653 prompt #1, then prompt #2.

1. Personal Data

Please PRINT clearly.

Name		<input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number
General Agency			
Business Address (Number and Street) 9 CORPORATE PARK DR STE 100 IRVINE CA 92606			
Residence Address (Number and Street)			
Business Phone 949-863-0700	Residence Phone		Date of Birth (m/d/y)

Have you ever had any license (other than Driver's license) canceled, refused, suspended, restricted, or revoked? ☐ Yes ☐ No

If "Yes," please provide details.

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Have you ever been convicted of or pled guilty or nolo contendere ("No Contest") to: (1) any 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," please provide details.

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Are you a registered representative? ☐ Yes ☐ No

If "No," please read and sign Section 2 on Page 2 and return it with this form.

If "Yes," please provide Broker/Dealer N.A.S.D. Affiliation.

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Is this a request for Sun Life Assurance Company of Canada (U.S.) to sponsor your resident license application? ☐ Yes ☐ No
If "Yes," please read and sign Section 2 on Page 2 and return it with this form.

4. Investigative Consumer Report Release Form; Broker Background Check

Please read carefully.

In connection with my contracting and/or appointment as an insurance broker with Sun Life Assurance Company of Canada (U.S.), and/or any of its affiliated companies, ("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 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. 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 authorize any party or agency contacted by the Company, its representatives, or a consumer reporting agency with which it has contracted for services, to furnish the above-mentioned information directly to the Company, its representatives or the consumer reporting agency, 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 directly from me or from any source. I have reviewed and understand the summary of my rights under the federal Fair Credit Reporting Act, located at www.ftc.gov/os/statutes/fcra.htm.

California Residents: I acknowledge reviewing the summary of Section 1786.22 of California Investigative Consumer Reporting Agencies Act at www.privacyprotection.ca.gov 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 following agency:

Business Information Group, Inc.
P.O. Box 130
Southampton, PA 18966
Telephone: 800-260-1680

Do you wish to have a copy of the report sent to you by the Company? ☐ Yes ☐ No

Name X	Drivers License Number
Signature X	Date (m/d/y)

Sun Life Assurance Company of Canada- US

Direct deposit of Commission Payments.



Annuities Commissions

Telephone
800-367-3653

Facsimile
781-304-5308

Email Address
usrps_commissions@sunlife.com

Company Name:	Bank Name:
Contact Person:	Bank Address:
Address:	
Phone #:	Bank Transit/Routing #:
Fax #:	Account #:

Please note: There may be up to a one-week delay once all required information is received. A VOIDED CHECK IS REQUIRED FOR ACCURACY. WE WILL NOT PROCESS THIS REQUEST WITHOUT A VOIDED CHECK.

- I authorize and request Sun Life Assurance Company of Canada (US), to effect deposits of compensation owed to me pursuant to any effective compensation agreement and/or schedule by initiating credit entries to the bank account indicated above. I authorize and request said bank to accept any credit entries initiated by Sun Life and to apply those entries to my account without responsibility for corrections of the entries, except where covered by the New England Automated Clearing House Operating Rule governing these transactions.
- In the event that Sun Life causes an incorrect amount to be credited to the bank account indicated above, I authorize Sun Life and said bank to correct the prior payment by either crediting any underpaid amount or debiting any overpaid amount, as necessary.
- I understand that I may terminate this agreement at any time by giving Sun Life written notice and that direct deposits will end no more than 30 days after Sun Life receives the written notice.

Authorization for the Direct Deposit Commission Program

Please print clearly.

Company		
Name	Title	
Signature X	Date (m/d/y)	

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 _____

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? _____

Page 1

***** 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