

Sun Life Financial

License/Appointment Data Sheet



I am requesting to contract with and be appointed by:

- Sun Life Assurance Company of Canada (all states except NY)
(Group Life, Disability, Medical Stop-Loss)
- Sun Life and Health Insurance Company (U.S.) (all states)
(Group Dental, Small Group Plans and Voluntary life, Disability and Dental)
- Sun Life Insurance and Annuity Company of New York (New York only)
(Group Life, Disability, Medical Stop-Loss)

Instructions

To sell Sun Life Financial group insurance products, you must be licensed in each state where you intend to sell them and be appointed by Sun Life to do so. You must complete this form to apply for an appointment with Sun Life.

Please mail the completed form to: Sun Life Financial Employee Benefits Group, Group Licensing – W480,
P.O. Box 1070, Windsor, CT 06095-1070

For faster service, INSTEAD of mailing, fax the completed form to: Sun Life Financial, Licensing Department
at (860) 737-1306.

Producer Information

The Producer is responsible for ensuring that the information supplied on this form is accurate and complete.

Producer name (first, middle initial, last)		Social Security number	Date of birth	
Home street address		City	State	Zip code
Home telephone number	Fax number	Email address		

Agency name (if applicable)		Tax ID Number		
Business street address		City	State	Zip code
Business telephone number	Fax number	Email address		

Commissions

- Pay commissions to Producer
- Pay commissions to Assignee:
 - Agency
 - Other _____

Please list each state to be appointed in: _____

If Florida non-resident, please list counties: _____

Continued on the next page

Personal Data

In connection with your appointment as a Group Producer with Sun Life, you are required to answer the following questions. If you answer "Yes" to any of the questions from 2 through 7, please attach a written explanation of your response.

1. Do you hold an insurance license in any state other than your state of residence? Yes No
 - a. If "Yes," please list the other state(s) _____
 - b. Please attach a copy of your resident license and a copy of the licenses that you hold in states in which you wish to solicit business for Sun Life Financial.
2. Have you ever had an insurance license canceled, refused, restricted or suspended? Yes No
3. Have you held any other appointment with Sun Life? Yes No
4. Have you ever been convicted of, or pleaded no contest to: (a) a felony, (b) any crime involving insurance or investments, fraud, dishonesty, false statements, wrongful taking of property, or forgery; or (c) a violation of any state or federal law? Yes No
5. Has any court ever enjoined you in connection with any insurance or investment related activities or found that you violated any insurance statutes or regulations?..... Yes No
6. Have you ever been discharged, terminated, or had your appointment or license canceled or been permitted to resign because you were accused of:
 - a. Violating insurance or investment related statutes, regulations, rules or industry standards of conduct? Yes No
 - b. Fraud or wrongful taking of property? Yes No
 - c. Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct? Yes No
7. Has any federal or state regulatory agency ever:
 - a. Found you to have made a false statement or omission or been dishonest, unfair or unethical? Yes No
 - b. Found you to have been involved in the violation of insurance or investment regulations or statutes?..... Yes No
 - c. Found you to have been the cause of an insurance or investment related business having its authorization to do business denied, suspended, revoked, or restricted? Yes No
 - d. Entered an order or taken disciplinary action against you in connection with insurance or investment related activities? Yes No
 - e. Denied, suspended, or revoked your registration or license or otherwise prevented you from being associated with an insurance or investment related business or disciplined you by restricting your activities? Yes No
 - f. Revoked or suspended your license as an attorney, accountant, or federal contractor?..... Yes No
8. Do you have Error and Omissions (E&O) Insurance? (Coverage is mandatory)..... Yes No
Please attach a copy of your E&O certificate or policy summary page.

Producer Acknowledgment

In accordance with my appointment with a Sun Life Financial insurance company affiliate (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;

Continued on the next page

- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, or other product offered by or distributed through the Company;
- (iv) deliver a policy if Producer 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 pre-approved 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, whether or not with the policyholder's or beneficiary's authorization or delay the deliver of any such checks; or
- (xii) become the primary delivery address for policyholder communications.

By signing below, I acknowledge that commissions and any other compensation generated in connection with the sale of the Company's products will be paid directly to me only if the Company has specifically agreed to do so in a written Producer Agreement with me which applies to the product sale. In all other instances, I acknowledge that all commissions and other compensation will be paid by the Company to the general agency/brokerage firm with which I am affiliated and that my sole claim for commissions or compensation shall be against the general agency/brokerage firm and not against the Company. I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time.

Signature

Producer

Name	
Title	
Signature X	
Date signed	Place of signing

Agency (if applicable)

Name	
Title	
Signature X	
Date signed	Place of signing

Sun Life Financial

License/Appointment Inquiry Release



Inquiry Release

In connection with my request for appointment as a Group Producer with a Sun Life Financial insurance company affiliate (the "Company"), I understand that Sun Life will obtain an investigative consumer report on me and may also obtain updates to the report from time to time. The background inquiry will include, among other things, reviews of my consumer credit, criminal convictions, court records, motor vehicle records and insurance department files. It will also include information as to my character and work habits. I further understand that Sun Life may request information from various federal, state, and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil, driving 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 areas which will be researched and included in the investigative consumer report into my background.

I authorize Sun Life or its representatives to obtain background information about me directly from any source and authorize any party or agency contacted by Sun Life or its representatives to furnish the above-mentioned information directly to Sun Life or its representatives. The name and address of the investigative consumer reporting agency which will provide the report to Sun Life is: Business Information Group Inc., P.O. Box 130, Southampton, PA 18966, (Tel. 800-260-1680).

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. You also may request a copy of the report from Sun Life by checking: I request that Sun Life send me a copy of the investigative consumer report.

Minnesota and Oklahoma Residents: Under Minnesota and Oklahoma law, you have a right to request a copy of the investigative consumer report from the agency named above. Select the following check box if you would like to receive a copy:

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

I certify that my responses to the above statements are true and authorize use of a copy of this statement as if it were the original.

Signature

Producer

Name	Title	Place of signing
Signature X		Date signed

Brokerage Firm

Name	Title	Place of signing
Signature X		Date signed

Sun Life Financial

Agency Contracting Questionnaire



I am requesting to contract with and be appointed by:

- Sun Life Assurance Company of Canada** (all states except NY)
(Group Life, Disability, Medical Stop-Loss)
- Sun Life and Health Insurance Company (U.S.)** (all states)
(Group Dental, Small Group Plans and Voluntary life, Disability and Dental)
- Sun Life Insurance and Annuity Company of New York** (New York only)
(Group Life, Disability, Medical Stop-Loss)

Instructions

To sell Sun Life Financial group insurance products, the Agency must be licensed in each state where the Agency intends to sell them and be appointed by Sun Life to do so. The Agency must complete this form to apply for an appointment with Sun Life.

Please mail the completed form to: Sun Life Financial Employee Benefits Group, Group Licensing – W480, P.O. Box 1070, Windsor, CT 06095-1070

For faster service, INSTEAD of mailing, fax the completed form to: Sun Life Financial, Licensing Department at 1-860-737-1306.

Agency Information

Full name of Agency			Phone number	
Primary business address		City	State	Zip code
Email address	Fax number	Tax ID Number		
Payment address (if different from business)		City	State	Zip code

Identify the owners, officers, and executives of the Agency.

Name	Title	Insurance Licensed
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

If the Agency has an Internet website, please provide the address

(Approval from Sun Life Financial (the "Company") is required if your website will refer to the Company or be used to promote it or its products.)

Agency Information continued

List out insurance companies represented over the last five years

List each state in which the Agency (corporate or other entity) should be appointed by the Company

Resident state
Non-Resident states

Unless otherwise noted, the following series of questions apply to: (1) all owners, officers, executives, and employees of your Agency, and (2) the Agency itself.

Please attach a full explanation for every "Yes" answer.

- a) Has the Agency or any owner, officer, or executive of the Agency filed a bankruptcy petition or been declared bankrupt or insolvent?..... Yes No
- b) Has any state regulatory or supervisory agency ever:
 - 1. found the Agency or any member of the Agency to be in violation of insurance related regulations or laws? Yes No
 - 2. disciplined, sanctioned, suspended, or revoked the license of the Agency or any member of the Agency? Yes No
- c) Has a bonding company denied, paid on, or revoked a bond for the Agency or any member of the Agency?..... Yes No
- d) Has the Agency or any member of the Agency ever been accused of:
 - 1. violating insurance statutes, regulations, rules, or industry standards of conduct?..... Yes No
 - 2. fraud or the wrongful taking of property?..... Yes No
 - 3. failure to supervise in connection with insurance statutes, regulations, or rules. Yes No
- e) Has the Agency, or any of its owners, officers, or executives, been a party to any Errors and Omissions claims in the last five years? Yes No
- f) Does the Agency, or any of its owners, officers, or executives, engage in any pension administrative, accounting, legal, custodial, or trustee services? Yes No
- g) Is the Agency a partner in any other business in which it holds an ownership interest?..... Yes No
- h) Has the Agency or any of the owners, officers, or executives ever been served with an IRS levy, tax lien, or a garnishment? Yes No
- i) Has any member of the Agency been convicted of a felony? Yes No
- j) Has any member of the Agency been convicted of embezzlement? Yes No
- k) Has the Agency or any member of the Agency been convicted of making false statements or false reports to a federal or state agency?..... Yes No
- l) Is the Agency or any of its owners, officers, or executives, aware of any complaint, investigation, or proceeding that could result in a change to any answer provided above? Yes No

Agency Information continued

- m) Has the Agency or any of its owners, officers, or executives held any other license or appointments with Sun Life Financial or its affiliates..... Yes.. No
- n) Does the Agency have fidelity bond? If so, please attach a copy of the policy summary page or certificate. Yes.. No
- o) Does the Agency have Errors and Omissions insurance? If so, please attach a copy of the policy summary page or certificate. Yes.. No

I certify that the above statements are true and complete.

Agency name	
Authorized representative	Date
Title of authorized representative	

Sun Life Assurance Company of Canada Group Agency Sales Agreement



This Agreement is made by and between Sun Life Assurance Company of Canada (“the Company”);
and

_____ (“Agency”)

as of _____ day of _____, 20____ (“Effective Date”)

I. Licensing and Appointment

Section 1.1 Licensing. Agency certifies that it is duly licensed and in good standing in the states where it solicits, sells, and negotiates insurance. Agency agrees to notify the Company in writing immediately of any termination, suspension or expiration of its license to engage in the sale of insurance in any state where the Company has appointed Agency.

Section 1.2 Appointment. The Company appoints the Agency to secure from its licensed and duly appointed insurance producers (“producers”) applications for insurance policies (“policies”) to be issued by the Company, provided the Agency holds the requisite licenses and has been approved through the Company’s appointment process. The Agency accepts the appointment, subject to the terms and conditions hereof.

The Agency shall be an independent contractor hereunder and, at all times, shall be free to exercise its own business judgment in connection with this appointment; provided that the Agency’s authority hereunder shall be expressly limited to the powers and duties granted by this Agreement.

II. Remuneration

Section 2.1 Remuneration. No compensation shall be paid to the Agency unless it is in compliance with this Agreement as determined by the Company.

The Company shall compensate the Agency in accordance with this Agreement and the terms of the applicable Commission Schedule issued by the Company from time to time pursuant to this Agreement and herein incorporated by reference.

Section 2.2 Commission Schedule. The Company may, from time to time issue, revise, or amend the Commission Schedule currently in effect or substitute another Commission Schedule in its place. Any Commission Schedule(s), including revisions, amendments to and/or substitutions, issued by the Company pursuant to this Agreement are herein incorporated by reference.

Section 2.3 Adjustments to Commission. The Company reserves the right to adjust the Agency’s remuneration in the event of a reinstatement of a policy, a premium refund, a policy change, or a policy cancellation. The Company may issue regulations from time to time setting forth the circumstances under which a policy will be considered to have been reinstated, not taken, or replaced and for any commission chargeback due to cancellation. This section shall survive any termination of this Agreement.

II. Remuneration continued

The Company also reserves the right to adjust the amount paid to the Agency by making, at the Company's sole discretion, direct payments to the producer, of the producer's portion of such remuneration; provided that, in no event, shall the total amount paid to the Agency and to any producer exceed the applicable amount set forth in the relevant portion of the Commission Schedule for this Agreement.

Section 2.4 Remuneration After Termination of Agreement. No compensation will be due to the Agency after termination of this Agreement unless specifically provided for in the applicable Commission Schedule and subject to the rights of the Company under Sections 2.3 and 2.5 of this Agreement. In addition, if the Agency fails, at any time, to remit, without delay, to the Company funds intended for the Company, engages in any fraudulent or dishonest activities which may relate, directly or indirectly, to the Company, violates any law or governmental regulation or otherwise breaches any provision of this Agreement, then, at the Company's sole discretion, all remuneration which had accrued or which might thereafter accrue hereunder shall immediately cease and terminate and shall revert to the Company as liquidated damages and not as a penalty. This provision shall survive any termination of this Agreement.

Section 2.5 Offset. The Company may, for any reason, offset any amount owed by the Agency to the Company or any of its direct or indirect subsidiaries, parents, or affiliates, against any monies now or hereafter accruing for the benefit of the Agency. The Company's calculation of any amounts owed to it or to any subsidiary shall be conclusive and binding on the Agency. The rights described in this section shall survive any termination of this Agreement.

In addition, Agency shall pay all costs of collection, including attorneys' fees, incurred by the Company in collecting any amount owed to it. This section shall survive any termination of this Agreement.

Section 2.6 Repayment of Commissions. If the Company determines that the Agency has received commissions or other remuneration it is not entitled to receive, the Agency shall repay it immediately upon request.

Section 2.7 Removal as Producer of Record. Each policyholder, in its sole and absolute discretion, has the right to appoint or remove Agency, or one of its producers, as Producer of Record for the policy(ies) purchased by it. If Sun Life receives written notice from a policyholder to remove an Agency or one of its producers as Producer of Record for a policy, the removal shall be effective as of the date Sun Life receives the written notice. All commissions which had accrued or which might thereafter accrue to Agency or the producer shall, in the Company's discretion, immediately cease and shall not be paid to Agency or the producer.

Upon the dissolution of an Agency, the Agency shall no longer be the Producer of Record and no further commissions shall be paid to Agency.

Section 2.8 Netting of Commission. Unless authorized by the Company, Agency shall not net commissions or otherwise take its compensation from any premium received by the Agency from the policyholder.

Section 2.9. Compensation Disclosure. The Company will report all commissions, bonuses, and fees paid by it to the Agency as required by law.

III. Authority

Section 3.1 Authority. The Agency shall have only the authority expressly granted in this Agreement. The Agency 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, or quote premium rates other than those published by the Company;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, or other product offered by or distributed through the Company;
- (iv) deliver a policy if the Agency 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 pre-approved 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; or
- (xi) deposit, endorse, or otherwise negotiate benefit checks, whether or not with the policyholder's or beneficiary's authorization or delay the delivery of any such checks.

Section 3.2 Appointment of Producers. The Agency may, from time to time, recommend that the Company appoint producers to solicit sales of the policies hereunder on behalf of the Agency. All such recommendations for appointments shall be subject to receipt by the Company of a signed, written acknowledgment from the producer, in such form as the Company may require, which acknowledges that the producer's authority to offer the Company's products shall be expressly limited to the authority expressly granted under this Article III to the Agency and that the producer's sole claim for remuneration, unless otherwise agreed in writing between such producer and the Company, shall be solely against the Agency.

Section 3.3 Applications. All applications for the policies covered by this Agreement shall be made on application forms supplied by the Company. All applications are subject to acceptance or rejection by the Company at its sole discretion. All applications obtained by the Agency or its producers, together with all required documentation and underwriting requirements, shall be delivered without delay to the Company (in accordance with its procedures) or otherwise at the Company's direction, regardless of whether an application is to be proceeded with. Unless authorized by the Company, Agency shall not collect premiums, other than the initial premium paid with the application, on behalf of the Company. Nevertheless, any premium payments that are collected by the Agency or its producers shall be held in trust for the Company's benefit, and shall be promptly remitted to the Company.

III. Authority continued

Section 3.4 Supervision of Producers.

(i) The Agency shall be responsible for the supervision of all producers associated with it, whether such person is contracted directly with the Company or is contracted (or otherwise associated) solely with the Agency; and for the compliance by all such producers with the Company's procedures, rules and regulations, including such requirements as are set forth in this Agreement. In connection therewith, the Agency shall provide, or otherwise use reasonable efforts to make available, training for such producers, based on such materials as may be provided, from time to time, by the Company. The Agency shall promptly give the Company written notice of any claim or complaint made against a producer in connection with the Company products or, in any way, involving or alleging an involvement with the Company.

(ii) The Agency shall be responsible for ensuring that all producers associated with the Agency are properly licensed to sell insurance and appointed with the Company.

(iii) The Company may, by written notice to the Agency, refuse to permit any producer to solicit applications for the sale of any Company policies and the Agency agrees to cooperate with the Company to cause any such producer to cease any solicitations or sales, or, as may be determined, to cancel the appointment of any producer.

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 dissolution of the Agency;
- (iii) shall terminate immediately upon written agreement between the Company and the Agency;
- (iv) may be terminated immediately by the Company if the Agency violates a law or governmental regulation;
- (v) may be terminated immediately by any party for the breach of this Agreement by the other party, or by the Company for any breach by the Agency or its producers of any rules or regulations promulgated by the Company; and
- (vi) may be terminated immediately by the Company if it determines that the Agency has knowingly provided false information to it.

In the event of any termination, remuneration calculations and payments, if any, shall be subject to the provisions of Section 2.3, 2.4 2.5, 2.6, and 2.7 notwithstanding termination.

Section 4.2 Concurrent Termination. Termination of this Agreement by any party shall automatically cancel all appointments and other agreements between the Company and the Agency.

V. General Provisions

Section 5.1 Conduct of Business. The Agency agrees to conduct its business and to exercise reasonable supervisory business practices so as to cause all producers associated with the Agency to conduct their business in accordance with the Company's procedures and policies.

Section 5.2 Disputes. In the event of any dispute involving the Agency and any other person relating to the Company products or business, the Agency, if the Company requests, shall refer the matter to the Company for resolution and determination, with such determination to be final and binding on all parties and enforceable in any court of competent jurisdiction as a final and binding arbitration decision.

Section 5.3 Assignment. The Agency agrees not to assign any duty, right or benefit under this Agreement unless authorized in writing by the Company.

V. General Provisions continued

Section 5.4 Waiver; Amendment. The Agency 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 two authorized officers of the Company stating explicitly that it is intended to waive the effect of a specifically identified provision. No amendment or other modification to this Agreement shall be binding on the Company unless it is in writing and signed by two authorized officers of the Company.

Section 5.5 Sole Agreement. This Agreement is the sole and entire agreement between the parties.

Section 5.6 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 5.7 Property of the Company. In order to assist the Agency 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 Agency acknowledges to be the property of the Company. The Agency agrees to return upon demand or upon termination of this Agreement all such property and any undelivered policies.

Section 5.8 Inspection and Audit of Records. Upon request, the Agency will make available to the Company for inspection and audit all of its records, files, letters or other documents relating in any way to the business contemplated under this Agreement. The Company shall be entitled to inspect these records at any time.

Section 5.9 Regulations. The Agency agrees to comply with applicable written procedures, rules and regulations which the Company has or may establish from time to time to govern the conduct of its business.

Section 5.10 Notices. The respective addresses for notices shall be as follows (unless changed by written notice):

Sun Life Assurance Company of Canada
One Sun Life Executive Park
Wellesley Hills, MA 02481
Attn: Vice President, Distribution, Group Division

Agency name		
Street address		
City	State	Zip code

Section 5.11 Insurance and Fidelity Bond. While this Agreement is in effect, the Agency shall obtain and keep in place errors and omissions coverage, in an amount equal to or greater than \$1 million. When required by the Company, the Agency shall obtain and keep in place fidelity bond coverage in an amount equal to or greater than \$1 million. The Agency shall provide the Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.

Section 5.12 Indemnification. The Agency agrees to indemnify and hold the Company harmless from all claims, liabilities and expenses (including reasonable attorney's fees) made by any third party (including policyholders) arising from a breach of this Agreement by the Agency or the negligent or intended acts or omissions of the Agency, its employees or the producers associated with it.

V. General Provisions continued

Section 5.13 Confidentiality. The Company may use the information provided to it by the Agency in connection with this Agreement for the purpose of carrying out the Agreement and its business relationship with the Agency, and as otherwise may be permitted by law.

Section 5.14 Governing Laws. This Agreement shall be interpreted, construed, enforced and governed in all respects under the laws of the Commonwealth of Massachusetts.

Section 5.15 Tax Forms. At the time it executes this Agreement, Agency shall complete and provide to the Company the Form W-9 "Request For Taxpayer Identification and Certification" attached as Exhibit A.

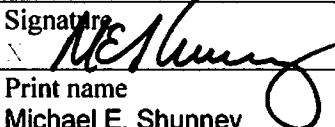
Signature

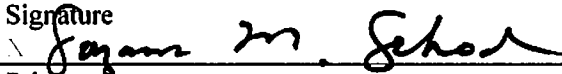
Upon execution by two authorized officers of the Company at its offices in Wellesley Hills, Massachusetts, and by the Agency, and provided that the Agency holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall thereupon be effective as of the Effective Date.

AGENCY

Signature \
Print name
Title

SUN LIFE ASSURANCE COMPANY OF CANADA

Signature \ 
Print name Michael E. Shunney
Title Senior Vice President & General Manager, Employee Benefits Group

Signature \ 
Print name Suzanne Schoch
Title Vice President, Profitability Management