

# Delaware Life

## General Agent Agreement

1. Complete all pages in this package
2. **Sign** spaces marked with “X”
3. Include copy of **Fixed Annuity License**
4. Include copy of **Errors & Omissions** Coverage
5. Include proof of current **AML** training
6. Include NAIC **4 Hour Training** (if applicable)
7. For assistance call **(800) 746-8397**

**Submit by EMAIL or FAX**

**EMAIL** to [contracting@ronrawlings.com](mailto:contracting@ronrawlings.com)

**OR**

**FAX** to **(972) 788-0634**



**(800) 746-8397**  
[www.ronrawlings.com](http://www.ronrawlings.com)

*A leading distributor of Multi-Year Guarantee & Fixed Indexed Annuities*



# Appointment Application for General Agent under Master General Agent

Delaware Life Insurance Company

## 1 HIERARCHY INFORMATION

MGA

CO-MGA (IF APPLICABLE)

GA

(**Note:** If commissions are not to be paid to an Individual General Agent then the Agency/Entity must be appointed and a Commission Assignment form must be completed.)

## 2 PERSONAL DATA (INDIVIDUAL AND ENTITY IF APPLICABLE)

NAME

☐

MALE

☐

FEMALE

DATE OF BIRTH (MM/DD/YYYY)

/ /

ENTITY NAME (IF APPLICABLE)

SOCIAL SECURITY NUMBER

TAXPAYER ID (IF ENTITY)

BUSINESS ADDRESS

RESIDENCE ADDRESS

BUSINESS PHONE

RESIDENCE PHONE

FAX NUMBER

E-MAIL ADDRESS

## 3 STATES IN WHICH I WOULD LIKE TO SELL FIXED ANNUITY PRODUCTS (INCLUDING FIXED INDEX ANNUITY)

RESIDENT STATE

LICENSE #

TYPE

EXP. DATE (MM/DD/YYYY)

/ /

NON-RESIDENT STATE

LICENSE #

TYPE

EXP. DATE (MM/DD/YYYY)

/ /

NON-RESIDENT STATE

LICENSE #

TYPE

EXP. DATE (MM/DD/YYYY)

/ /

Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed.

Attach applicable state required appointment documents.

## 4 BROKER DEALER FINRA AFFILIATION

NAME

CRD NUMBER

ADDRESS (NUMBER AND STREET)

CITY

STATE

ZIP CODE

If no FINRA affiliation, please check here: ☐

If any of the following questions are answered with a yes, please attach a full explanation and include applicable documentation.

1. Have you ever filed a bankruptcy petition or been declared bankrupt or insolvent? ..... ☐ Yes ☐ No
2. Has any insurer you represented, including Delaware Life Insurance Company, Sun Life Assurance Company of Canada (U.S.) and/or any of its affiliated companies, ever terminated your agent's or producer's contract or appointment for any other reason than low production? ..... ☐ Yes ☐ No
3. Has any federal or state regulatory or supervisory agency ever taken any disciplinary action against you, including suspension or revocation of any of your licenses or other monetary or non-monetary sanction? ..... ☐ Yes ☐ No
4. Do you have Errors & Omissions (E&O) coverage? (coverage is mandatory) ..... ☐ Yes ☐ No

E&amp;O COVERAGE CARRIER

POLICY NUMBER

EXP. DATE (MM/DD/YYYY)

/ /

5. Has a bonding company denied, paid on, or revoked a fidelity bond for you? ..... ☐ Yes ☐ No
6. Have you been a party to any Errors & Omissions claim in the last five years? ..... ☐ Yes ☐ No
7. a. Do you engage in any other business under your own name or any other (D/B/A) name? ..... ☐ Yes ☐ No
- b. Are you or have you at any time in the past 5 years been a partner, officer or director of any other business? ..... ☐ Yes ☐ No
8. Do you currently have any open state or federal levy tax lien, or garnishments? ..... ☐ Yes ☐ No
9. With the exception of routine traffic violations, have you ever been convicted of, pled guilty to, or nolo contendere (no contest) in a court, or are you currently charged with any felony or crime involving insurance or investments, fraud, dishonesty, false statement or omissions, wrongful taking of property, perjury, or forgery? ..... ☐ Yes ☐ No
10. Are you currently party to any litigation or the subject of any investigation, or any judgments pending? ..... ☐ Yes ☐ No
11. Are you in debt or do you have any unsatisfied obligations to any insurance company? ..... ☐ Yes ☐ No
12. Are you aware of any complaint, investigation, or proceeding that is pending, which could result in a change to any answer provided above? ..... ☐ Yes ☐ No
13. Do you use any advertisements or other sales materials, including seminars, direct mail, print, or other media, or any sales tracks, which are intended to solicit or lead to solicitation of insurance or annuity products, other than materials that are approved proprietary materials of an insurance company or its FINRA broker-dealer affiliate? ..... ☐ Yes ☐ No

In accordance with my appointment with Delaware Life Insurance company ("the Company"), I acknowledge that my authority resulting from such appointment, if any, 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) 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;
- (v) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vi) 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;
- (vii) 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;
- (viii) become or allow any producer to become the primary delivery address for policy holder communications;
- (ix) send out any material or mailers in connection with the Company that has not been pre-approved by the Company;
- (x) pay any premium to the Company on behalf of any applicant or policyholder;
- (xi) engage in any conduct which violates applicable laws, rules, and regulations in any jurisdictions.

I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time, whether published in print or located on the Company's producer website at [www.delawarelife.com](http://www.delawarelife.com). I also acknowledge and agree that it is my obligation to obtain and review the the Company's current policies and guidelines.

I agree to obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time, and will 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.

I agree to receive ongoing Anti-Money Laundering Training and to provide the Company with documentation of the completion of such training upon request from the Company.

Explain all YES answers below. If additional space is needed please attach a separate piece of paper.

I certify that the above statements in the Producer Appointment Questionnaire are true and agree to abide by the terms and conditions set forth in the above Producer Acknowledgment.

If I am currently appointed with the Company through my broker/dealer for non-registered fixed index annuity products ("FIA"), then I acknowledge that this appointment, and any resulting General Agent contract and compensation schedules, will not apply to FIA, but applies only to other fixed annuity products.

PRODUCER'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /

### IMO Due Diligence Statement

I have performed a reasonable due diligence review on the proposed producer and, based on such review, I hereby recommend approval of his/her appointment with Delaware Life Insurance Company.

PRINT IMO'S NAME

IMO'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /



# General Agent under Master General Agent Agreement

Please PRINT clearly.

MGA

CO-MGA (IF APPLICABLE)

General Agent Agreement between Delaware Life Insurance Company (hereinafter referred to as "the Company"), a Delaware corporation, and

GENERAL AGENT

ADDRESS

The Company and General Agent agree as follows:

- 1. APPOINTMENT AS GENERAL AGENT.** General Agent desires to enter into this General Agent Agreement (this "Agreement") with the Company and to be appointed as an agent of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts") for which a Compensation Schedule is attached to this Agreement. The appointment of General Agent is subject to the approval of the Company.
- 2. EFFECTIVE DATE.** Provided the General Agent holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall take effect on the date the Company approves the General Agent's appointment.
- 3. APPOINTMENT OF AGENTS.** General Agent may recommend persons for appointment as agents of General Agent and of the Company ("Agents") to solicit applications for the Contracts in conformance with all applicable laws. Each Agent must enter into an Agent Agreement with the Company. The appointment of any Agent is subject to the approval of the Company.
- 4. DUTIES AND RESPONSIBILITIES OF GENERAL AGENT AND ITS AGENTS.**
  - a. General Agent shall conduct all solicitations for the Contracts directly or through its duly authorized Agents, and in conformance with all applicable laws. Contract sales shall be solicited only if General Agent or its Agent possesses the required licenses and appointments and only in states where the Company is authorized to sell the Contracts. The authority of General Agent and its Agents to continue soliciting sales of the Contracts shall be contingent upon their continuing possession of the required licenses and appointments. General Agent agrees to notify the Company immediately if General Agent or any of its Agents ceases to hold the requisite licenses.
  - b. General Agent acknowledges and agrees that it, and not the Company, shall be responsible for paying any compensation to its Agents. General Agent acknowledges and agrees that it will pay compensation to an Agent only for sales solicited when the Agent possesses the required licenses and appointments and in a state where the Company is authorized to sell the Contracts.
  - c. General Agent represents and warrants to the Company that it shall comply with all applicable laws, rules and regulations, including without limitation all applicable licensing and registration requirements ("Applicable Law") in the performance of this Agreement. General Agent represents and warrants to the Company that it has and at all times will have policies and procedures reasonably designed to comply with Applicable Law. General Agent shall comply with any written policies, rules and regulations of the Company.
  - d. General Agent shall have the responsibility to supervise all Agents appointed under this Agreement. In addition, General Agent represents and warrants to Company that General Agent shall establish rules and procedures as necessary to provide diligent supervision of its Agents.
  - e. 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.
  - f. 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.

*continued on next page*

- g. General Agent shall obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time. General Agent shall provide 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.
5. **JOINT DUTIES AND OBLIGATIONS.** The Company and General Agent agree to cooperate with each other in connection with any regulatory investigation or customer complaint, directly or indirectly involving General Agent, any of its Agents, or any person affiliated with any of them to the extent such investigation or complaint involves the distribution of Contracts under this Agreement. As used herein, the term "customer complaint" means a written or electronic communication expressing a grievance either directly from a Contract holder or from his or her legal representative or from any governmental agency on behalf of a Contract holder or his or her legal representative. In the event of such a regulatory investigation or customer complaint, each party specifically agrees to notify the other party promptly in writing upon receipt of notice of such investigation, proceeding or complaint.
6. **SALES LITERATURE AND SUPPORT.** 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 above (the "MGA") or, if applicable, the Co-Master General Agent designated above (the "Co-MGA").
7. **COMPENSATION OF GENERAL AGENT.**
- General.** General Agent shall be paid compensation for the sale of Contracts as set forth in the attached Compensation Schedule(s). If this Agreement terminates for any reason, no further payments of any kind will be made to General Agent unless the attached Compensation Schedule(s) expressly provides otherwise. 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 to Contracts issued on or after the effective date of the change, and may also apply, at the Company's discretion, to all premiums received on or after such effective date.
  - Chargeback and Offset of Payments.** The Company has the right to charge back any compensation under the conditions stated in the Compensation Schedule(s). In addition, the Company reserves the right to charge back the General Agent's compensation in the event a Contract is revoked or a Contract payment is refunded for any reason. The Company may, for any reason, offset any debts owed to it (or any of its affiliates or subsidiaries) by the General Agent against any claim for compensation to the General Agent under this Agreement, 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.
8. **LIABILITY AND INDEMNIFICATION.** The Company shall not be liable for any obligation, act or omission of General Agent or any of its Agents, including any act or omission in connection with the solicitation, distribution, or servicing of Contracts. General Agent shall indemnify and hold harmless the Company against any loss, liability, claim, damage or expense (including the reasonable cost of investigation and reasonable attorney fees) arising out any act or omission by General Agent or its officers, employees, agents (including Agents) or representatives, or any breach of this Agreement by General Agent
9. **TERM AND TERMINATION.** This Agreement shall take effect on its Effective Date and shall continue from year to year thereafter unless it is sooner terminated in accordance with the provisions of this section.
- Voluntary Termination.** 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.
  - Termination for Cause.** 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.
  - Automatic Termination.** This Agreement will terminate automatically if General Agent shall cease to hold any requisite licenses.
  - Survival.** Only sections 5, 7(b), 8, 10, and 15, and the chargeback and offset provisions in section 7(b) shall continue in force after any termination of this Agreement.
  - Right to Contract/Appoint Post-Termination.** Upon any termination of this Agreement, the Company may, in its sole discretion, continue to do business with any Agent who was initially appointed during the term of this Agreement. Without limiting the foregoing, if after the term of this Agreement the Company elects to contract, appoint, or otherwise continue to do business with any such Agent, the Company shall not be obligated to pay General Agent compensation on any business thereafter sold by such Agent.
10. **ASSIGNMENT.** This Agreement, or any compensation due hereunder, may not be assigned by General Agent except with the prior written consent of the Company.
11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**12. NOTICE.** All notices relating to this Agreement shall be sent to the following addresses, or to such other address as a party may request by giving written notice to the other party:

If to the Company:

Delaware Life Insurance Company  
Attn: Legal Department  
Mail Zone 581  
5801 SW 6th Avenue  
Topeka, KS 66636

If to the General Agent:

General Agent's last known address

**13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof and thereof. No party shall be bound by any amendment or any other promise, agreement, understanding or representation unless it is made by an instrument in writing and signed by both parties.

**14. INDEPENDENT CONTRACTOR.** 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 parties intend for General Agent to be an independent contractor and all provisions in this Agreement shall be construed in accordance with this intention.

**15. LIMITATIONS ON AUTHORITY.** 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 the Company's name thereon.
- b. endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the General Agent.
- c. place the Company under any legal obligation which is not within the express authority granted by the Company in this Agreement, or elsewhere in writing.

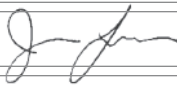
- d. accept risks of any kind, to make, modify or discharge Contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company's rights or requirements, to bind the Company by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in this Agreement.
- e. advertise or publicize the Company's name by using it in any advertising or publicity medium, including websites, electronic postings, newspapers, magazines, television or radio broadcasts, or any other written or electronic 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 General Agent's presence.
- h. sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- i. keep custody of a Contract, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all Contracts must be delivered to their respective owners in an expedient manner and in conformance with applicable law).
- j. be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the General Agent or on a member of the General Agent's family.
- k. 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 Company for the attention of a Company officer.
- l. affix stamps or labels on Contracts, Contract envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

DELAWARE LIFE INSURANCE COMPANY

**James Lemkin**

AUTHORIZED SIGNER

X



TITLE

**Assistant Vice President, Annuity Operations**

NAME OF GENERAL AGENT

AUTHORIZED SIGNER

X

TITLE

DATE (MM/DD/YYYY)

/ /





## Pre-Contracting Inquiry Release

In connection with my appointment as a Producer with Delaware Life Insurance Company ("the Company"), I authorize the Company to obtain an investigative consumer report on me. I further authorize the Company to obtain updates to this investigative consumer report from time to time. This background inquiry may 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 may also include information regarding my character, general reputation, personal characteristics, mode of living, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand and agree that the Company may request 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 have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

I authorize any party or agency contacted by Delaware Life Insurance Company 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.

NAME	
DRIVERS LICENSE NUMBER	
CURRENT ADDRESS	
PREVIOUS ADDRESS (IF AT CURRENT ADDRESS LESS THAN 5 YEARS)	
PRODUCER'S SIGNATURE X	DATE (MM/DD/YYYY) / /

### California Residents:

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 send to you a copy of the report within three (3) days of our receipt of the report if the following check box is selected: ☐

I have received and understand the attached Notification Per California Civil Code 1786.16 providing the name, address, phone number and website of the investigative consumer reporting agency which will provide the investigative consumer report to the Company.

I have received and understand the attached Notice Regarding Background Investigation Pursuant To California Civil Code 1786.22 outlining my rights under California law in connection with 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 checkbox if you would like to receive a copy: ☐



# Direct Deposit Authorization Form for Commission Payments

Delaware Life Insurance Company

If Direct Deposit is desired, please return the completed form to:

Delaware Life  
P.O. Box 758581  
Topeka, KS 66675-8581  
Fax: 785-286-6119

## 1 DIRECT DEPOSIT INFORMATION

GENERAL AGENCY/AGENT NAME		CONTACT PERSON	
ADDRESS (NUMBER AND STREET)			
CITY		STATE	ZIP CODE
PHONE NUMBER		FAX NUMBER	
BANK NAME		TELEPHONE NUMBER	
ADDRESS (NUMBER AND STREET)			
CITY		STATE	ZIP CODE
BANK ACCOUNT NUMBER		BANK ROUTING NUMBER	

**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 Delaware Life Insurance Company 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 Delaware Life Insurance Company 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 Delaware Life Insurance Company causes an incorrect amount to be credited to the bank account indicated above, I authorize Delaware Life Insurance Company 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 Delaware Life Insurance Company written notice and that direct deposits will end no more than 30 days after Delaware Life Insurance Company receives the written notice.

## 2 AUTHORIZATION FOR THE DIRECT DEPOSIT COMMISSION PROGRAM

COMPANY	
NAME	TITLE
SIGNATURE X	DATE (MM/DD/YYYY) / /



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
				-				-	
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, 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 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# Commission Assignment Form

**This form should be completed to assign commissions to an assignee. Please PRINT clearly.**

Throughout this form, "the Company" refers to the issuing company.

ASSIGNOR: (NAME AND ADDRESS OF GENERAL AGENT OR CO-MASTER GENERAL AGENT ASSIGNING COMMISSIONS)

ASSIGNEE: (NAME, ADDRESS AND TAX IDENTIFICATION NUMBER OF CO-MASTER GENERAL AGENT OR MASTER GENERAL AGENT RECEIVING COMMISSIONS)

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-referenced Assignor does hereby irrevocably assign to the above-referenced Assignee all right, title and interest in and to all commissions and other compensation, if any, which are now or may hereafter become due and payable to the Assignor under the terms of the agent selling agreement between Company and Assignor. Assignor acknowledges that, in making this assignment, Assignor instructs the Company to assign all commissions and other compensation and all related tax liability to the Assignee.

This assignment does not affect any other right, duty or obligation of Assignor or the Company under the terms of the agent selling agreement. Any payment of commissions or other compensation by the Company to the Assignee pursuant to this assignment shall fully and completely discharge and release the Company from any and all rights, claims, and causes of action of the Assignor arising out of, or related in any way to, the assigned commissions or compensation. Assignor hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any payment to Assignee pursuant to this assignment, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action.

Assignee hereby confirms that he/she/it is has an active insurance producer's license in the jurisdictions in which commissions will be earned, and has an active corporate/legal entity appointment if required by law. The Assignee acknowledges that all commissions or other compensation earned by Assignor and assigned to Assignee will be reported as the income of the Assignee.

ASSIGNOR'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /

PRINTED NAME

TITLE (IF ON BEHALF OF AN ENTITY)

ASSIGNEE'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /

PRINTED NAME

TITLE (IF ON BEHALF OF AN ENTITY)

Send Assignment Paperwork To:

Delaware Life  
Agent Services  
P.O. Box 758581  
Topeka, KS 66775-8581

Fax: 785-286-6119  
Phone: 877-253-2323  
Email: [delawarelifeLC@se2.com](mailto:delawarelifeLC@se2.com)

I, \_\_\_\_\_ hereby certify that I:  
*print name*

- ☒ have reviewed each slide in the Pinnacle MYGA Product Training presentation & have sought clarification where necessary
- ☒ have a solid understanding of the Pinnacle MYGA features and benefits
- ☒ will only use insurer-authorized sales and marketing materials in relation to sales of the Pinnacle MYGA
- ☒ completed this training prior to presenting any Pinnacle MYGA sales and marketing materials or product applications to any customer

X

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Email address*

\_\_\_\_\_  
*Telephone*

Rawlings Insurance Services Inc. IMO55

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FOR FINANCIAL PROFESSIONAL USE ONLY. NOT FOR USE WITH THE PUBLIC.

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