STERLING℠
INSURANCE

Welcome to the Sterling Insurance

Referral Agent Program!

Making the decision to work with Sterling Insurance is a wise choice for you and your clients. The Medicare market is booming and you know your clients need expert guidance in choosing the health care coverage option that best meets their needs. Sterling will provide that expertise and treat your clients to the same high level of service they have come to expect from you. We will also treat you with the professionalism and level of service you deserve.

This packet contains all the paperwork to sign up and begin earning referral fees. Please complete the forms in this packet, sign where appropriate and send to Sterling at:

Fax: (360) 392-9350, Attn: HR Onboarding Licensing
Email: Licensing@sterlinginsurance.com

NOTE: If you are electing to sign up for direct deposit, please attach a voided check.

For questions, please contact the local Sterling Insurance Market Manager.
We look forward to you joining our team!

STERLING℠
INSURANCE

Sterling Insurance
Referral Agent Setup Form

Last Name: _____ First Name: _____ Initial: _____

Email Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

SSN: _____

Name of Local Sterling Agent: _____

Sterling Office: _____

Insurance License Information

National Producer Number (NPN):_____

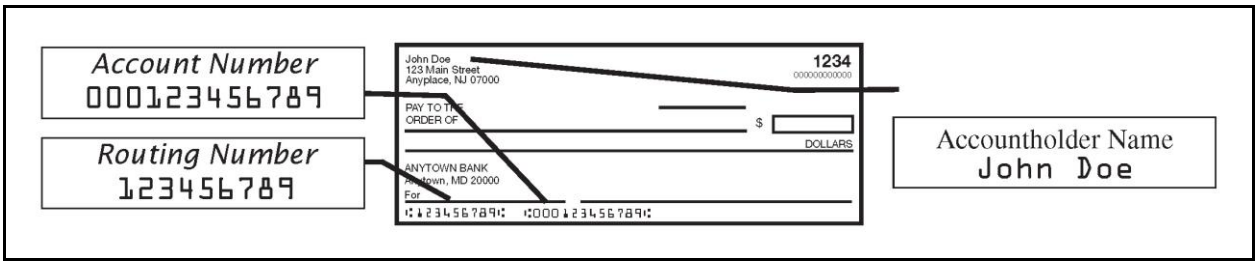
State(s) where licensed: _____

STERLING
INSURANCE

Direct Deposit Authorization Agreement

Please provide the following information and attach a voided check or verification of account information to this form.

Name as it appears on the account:		
Bank Name:		
9-Digit Routing #	Account Number	Account Type
		☐ Checking ☐ Savings



I hereby authorize Sterling to deposit all of my earnings as indicated above. This includes credit entries and, if necessary, debit entries for credit entries issued in error to my account. This authorization remains in effect until further notice or up until the payroll cycle which includes my final pay.

_____ X_____
Printed Name Signature

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

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

Requester's name and address (optional)

Sterling Life Insurance Company
2219 Rimland Drive
Bellingham, WA 98226

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules regarding partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Referral Agreement

Sterling Life Insurance Company

This Agreement is entered into by and between Sterling Life Insurance Company ("Sterling") and _____ ("Referring Agent").

1. Appointment and Relationship.

1.1 Sterling hereby appoints Referring Agent to act on its behalf and represent it as authorized herein.

1.2 Referring Agent is an independent contractor with respect to Sterling, and nothing contained herein shall create or be construed to create the relationship of employer and employee between Sterling and Referring Agent or between Sterling and any employee of Referring Agent. Referring Agent shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Agreement, but shall be guided by such rules as may be adopted by Sterling concerning general business conduct.

2. Authority and Responsibility.

2.1 Referring Agent is hereby authorized to refer to Sterling potential applicants for Sterling's insurance products utilizing the process described herein. The names of individuals potentially eligible for Sterling's insurance products may be referred only in areas approved by Sterling, in which Sterling is authorized to do business. Any referral must be performed consistent with Sterling's referral program, this Agreement and all applicable laws.

Referring Agent shall provide to a prospect a Sterling reply card with instructions that the contact information be completed, the card be signed by the prospect and the card then be returned to Sterling. Referring Agent shall only utilize Sterling approved reply cards. Referring Agent shall not be the Agent of Record for the policy.

2.2 Referring Agent is required to protect the privacy and confidentiality of personal and financial information regarding Sterling's applicants, current and former insureds and enrollees, employer groups and providers. Referring Agent shall not disclose personal or financial information to anyone other than Sterling. Referring Agent must not work on, view or attempt to obtain Sterling information that is not part of Referring Agent's business with Sterling. Referring Agent agrees to comply with all federal, state and local laws regarding the privacy and confidentiality of information regarding applicants, current and former insureds and enrollees, employer groups and providers. Referring Agent agrees to comply with all Sterling privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the 1999 Gramm-Leach-Bliley Act (GLB), including any amendments, and the regulations implementing the provisions of those acts. Sterling and Referring Agent agree they will not use or disclose the nonpublic personal information provided to them under this Agreement to any person or entity except as necessary to carry out the purposes of this Agreement, or under another expressly recognized exception to GLB's opt out requirement in the ordinary course of business to carry out such joint marketing unless and until the individual about

whom the nonpublic personal information is shared becomes a customer of Sterling and Referring Agent.

3. Limitations on Authority.

3.1 Referring Agent is not authorized to engage in sales activities of any type, including telemarketing, cold calling or door-to-door solicitation. Referring Agent shall have no authority to make, alter, modify or discharge any policy or contract or extend any provision thereof; extend the time for payment of premium; collect premium; waive any forfeiture; incur any debts or expenses for which Sterling may be liable; receive any money for Sterling; circulate any advertising material concerning any of Sterling's policies; or represent or bind Sterling in any manner regarding the Sterling policies.

4. Compensation of Referring Agent.

4.1 Sterling will pay a Referral fee for each referral to Sterling that results in the sale of a Medicare Supplement policy. Referring Agent shall receive referral fees according to the Referral Fee Schedule marked Exhibit A, attached hereto and incorporated herein by this reference. Sterling reserves the right to modify the terms and rules of Sterling's referral fee program upon thirty (30) days advanced written notice.

4.2 Any referral fees to which Referring Agent may be entitled hereunder shall be payable to Referring Agent only after a Sterling Insurance Medicare Supplement policy has been approved.

4.3 There shall be no additional compensation or reimbursement to Referring Agent for expenses incurred in performing services hereunder.

4.4 Sterling shall provide a remittance advice and payment to Referring Agent on a monthly basis. Referring Agent has forty-five (45) days from the receipt of the remittance advice and payment to report, in writing, any disagreement or dispute with the contents of the remittance advice and payment. Failure to notify Sterling of any dispute with the remittance advice and payment within the forty-five (45) days shall constitute a waiver by Referring Agent of the right to further audit of Referring Agent's account for the period represented by the referral fee statement.

5. General Provisions

5.1 **License Responsibility**

Referring Agent is required to maintain the appropriate license as required in those states that Referring Agent provides referrals to Sterling under the terms of this Agreement. Referring Agent shall provide Sterling with a copy of the license upon request.

5.2 **Payroll and Employment Taxes**

No payroll or employment taxes of any kind shall be withheld or paid with respect to compensation paid Referring Agent. The payroll and/or employment taxes are the sole responsibility of Referring Agent. For the purposes of this Section, payroll and employment taxes include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment tax.

5.3 **Workers' Compensation**
No workers compensation insurance has been or will be obtained by Sterling on account of Referring Agent.

5.4 **Errors and Omissions Insurance**
Referring Agent shall procure and maintain, at Referring Agent's sole expense, errors and omission liability coverage in an amount not less than $100,000 per occurrence. Referring Agent agrees to provide proof of coverage upon Sterling's request.

5.5 **Audits**
Sterling shall have the right to perform, during normal business hours, periodic audit of all records related to Sterling business. Referring Agent shall cooperate with all reasonable requests for information and data to enable Sterling to perform such audits. Sterling shall also have the right to accompany Referring Agent on a sales presentation.

6. **No Waiver**
No act of forbearance or toleration on the part of Sterling in favor of Referring Agent with respect to provisions of this Agreement, either express or implied, shall be construed as a waiver by Sterling of any such rights or a waiver of any subsequent breach.

7. **Non-Assignability**
No assignment of this Agreement nor any benefit to accrue hereunder, in whole or in part, shall be valid or in any way binding on Sterling without prior written consent.

8. **Termination**

8.1 Either Sterling or Referring Agent may terminate this Agreement immediately by giving the other party written notice at any time.

8.2 This Agreement will terminate automatically at any time Referring Agent's license terminates for any reason.

8.3 Upon termination, no further compensation shall be payable to Referring Agent.

9. **Performance**
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. **Severability**
Should any term of this Agreement be in violation of any law, rule, regulation or policy of any state or any of its departments, agencies or bureaus, now or in the future, this Agreement shall be amended so as to conform thereto; should any provision be void, it shall not affect the validity of the remaining provisions of this Agreement.

11. **Entire Agreement**
This Agreement, the Schedule of Commissions and amendments, if any, attached hereto, supersede all previous agreements between the parties, if any, and constitute the entire Agreement between the parties. This Agreement can be changed or modified on behalf of Sterling only by the written consent of an authorized representative of Sterling.

12. Indemnification and Hold Harmless

Each party agrees to indemnify and hold the other harmless from any demands, suits, loss, liability, damage, claims cost, or expense (including reasonable attorney fees, at trial and on any appeal there from) arising out of the negligence of any employee, director, officer or agent of the indemnifying party in connection with this Agreement or the breach by the indemnifying party of any provision of this Agreement.

13. **Effective Date**

This Agreement shall take effect on the date of execution by Sterling as indicated on the program acceptance notification.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Sterling Life Insurance Company	Referring Agent
By: _____	By: _____
Title: President, Sterling Insurance	Date: _____

Exhibit A

Referral Fee Schedule

For each referral lead given to Sterling that results in the approved sale of a Medicare Supplement policy Sterling shall pay Referral Agent a one-time fee of $100.