

Symetra Life Insurance Company Sales Agreement For Fixed Products

This sales agreement ("Agreement") is executed by the undersigned party(ies) (hereinafter collectively called "Agency") and Symetra Life Insurance Company (hereinafter called "Company"). If more than one agency is listed below, any reference in this Agreement to "Agency" shall be deemed to refer to the appropriate Agency as the context requires. It shall consist of this page and the pages identified by the following form numbers:

LSA-282 LSA-674 LSA-623 LSA-603r LSA-3084 LSA-641a LSA-6820 LSA-7000 LSA-7100 LSA-7200 LSA-637a
LSA-611b LSA-105f LSA-634m LSA-655a LSA-461h LSA-5900 LSA-456 LSA-457a

This Agreement supersedes all previous agreements between Company and Agency covering the lines of insurance referred to in this Agreement.

Agency is responsible for ensuring that no business is solicited until the effective date of this Agreement.

THIS AGREEMENT MAY BE CANCELED OR MODIFIED BY THE COMPANY AT ANY TIME BY GIVING
THE AGENCY PRIOR WRITTEN NOTICE TO THAT EFFECT

Signature: _____
(Agency Principal or Authorized Officer)

Signatory Name: _____

Date Signed: _____

Agency Name: _____

Pat McCormick
Senior Vice President
Symetra Life Insurance Company
P.O. Box 34690
Seattle, WA 98124-1690

Effective Date: _____
(To be filled in by Symetra Personnel)

Symetra Stat Number: _____
(To be filled in by Symetra Personnel)
Internal Coding J1

Wholesaler: WAU & Associates Inc.
Stat # 07-13-9848
Recruits Street Contract Package

Symetra Life Insurance Company
Terms and Conditions

General

1. Values Statement

The Company has a history, tradition and reputation for high ethical standards. Agency agrees to adhere to the Values Statement, will avoid conflicts of interest, and will comply with all applicable laws.

Agency shall:

- a. Act with integrity, which includes being honest with customers and Company.
- b. Understand Company's customers' financial and insurance objectives and satisfy those objectives with suitable financial and insurance products and first-rate service.
- c. Provide clear and accurate advertising and sales materials to Company customers.
- d. Resolve customers' complaints and disputes fairly and promptly.
- e. Take appropriate actions, including having adequate supervision, to comply with applicable laws.
- f. Compete actively and fairly so as to provide customers with needed services and products at reasonable prices.

2. Confidentiality

Company may furnish Agency with personal customer information that is non-public and confidential in nature. Except as required in order to perform its obligations and duties under this Agreement, to perform joint marketing efforts with Company, or as permitted by law, Agency shall not use or disclose such non-public or confidential information received from Company.

Agency will maintain and enforce safety and physical security procedures with respect to its access and maintenance of personal customer information that provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access. Agency will notify Company of any breach of security and use diligent efforts to remedy any breach of security or unauthorized access in a timely manner. Agency agrees to cooperate with the Company's efforts to remedy any breach of security or unauthorized access.

3. Company agrees that during the term of this Agreement and following its termination, Company shall not solicit any customer of Agency who purchases any product from the Company under this Agreement for any additional product or service without Agency's prior written consent; provided, however, that Company may offer additional products or services to any such customers who become a customer of the Company through another agency relationship.

4. Status and Authority of Agency

- a. Agency is an independent contractor, not an employee of Company, which has retained its right to exercise exclusive and independent control of its time, energy and skill in the conduct of its business.
- b. Agency is authorized to solicit applications for those life and health insurance products issued by the Company that are listed on the attached agency agreement pages; and to collect initial policy premiums and account deposits, and such other premiums as may be specifically authorized by the Company.

5. Agency has no authority to:

- a. Make, alter or discharge any policy;
- b. Extend the time for payment of premiums;
- c. Waive or extend any policy provision;
- d. Incur any liability or expense on behalf of Company;
- e. Receive any money due or to become due to Company except initial policy premiums and account deposits and other such premiums as may be specifically authorized by the Company.

6. Agency shall promptly submit applications and remit premiums and deposits to Company at its Home Office, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004.

7. Agency shall be responsible to Company for the fidelity and acts of Agency representatives. Agency is responsible for ensuring that no business is solicited by any representative until that representative is authorized to represent the Company according to the applicable state regulations and after the Agreement effective date. Compensation is earned on premiums received after the Agency is appointed with the Company.

8. Agency shall not pay or allow, or offer to allow, as an inducement to any person to insure or enroll, any illegal rebate of premium or other consideration due, or any other inducement not specified in the policy; nor make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder in any other company to lapse, forfeit or surrender insurance.
9. Agency shall not use any sales material, illustrations or advertisement in which Company is identified, unless the written consent of Company is obtained.
10. Without liability to the Agency, the Company may withdraw from doing business in any jurisdiction, and may at its discretion withdraw, substitute, add or change rates on any plan or plans.

Suitability

Agency shall be primarily responsible for the suitability of Company product sales by Agency representatives under all applicable state and federal laws, rules and regulations ("applicable laws"), and for the training, supervision and control of Agency representatives in connection with their solicitation activities regarding Company products. Agency shall do each of the following:

1. Provide or make provisions for providing training to Agency representatives regarding the sale of Company products, including but not limited to training on requirements regarding suitability, replacement and anti-money laundering.
2. Establish and maintain a system to supervise recommendations by Agency representatives to customers, which shall be reasonably designed to achieve compliance with all applicable laws.
3. Establish and maintain procedures for capturing customer information which enable the Agency to make its suitability determination in accordance with all applicable laws, and for assuring Agency's compliance with all applicable laws.
4. Maintain accurate records and conduct periodic reviews of its records to verify that Agency is in compliance with all applicable laws, and make such records available to Company at any reasonable time upon written request.
5. Submit to Company a certification signed by an officer of the Agency, at any reasonable time upon written request, which certifies that Agency has a reasonable basis to believe that it is in compliance with its policies and procedures and with all applicable laws.
6. Company shall have the right at its expense, upon reasonable notice to Agency, to audit Agency records and practices in order to determine whether the Agency is in compliance with its policies and procedures and with all applicable laws.

Complaints

1. Agency and Company shall fully cooperate with each other, in the event of any regulatory inquiry or proceeding or any complaint. Agency must notify Company immediately if it becomes aware of a complaint. A complaint is defined as any communication, written or oral, received by Company, or its representatives, that expresses dissatisfaction relating to a Company policy or contract applied for, issued, or administered by Company, or that expresses dissatisfaction with an agent or other Company representative. An inquiry about an administrative or service request may or may not be a complaint.

Compensation

1. Compensation will be paid to the Broker-of-Record in accordance with the most current Schedule(s) in effect at the time the business is approved by the Company. Agency shall be deemed Broker-of-Record as The right to receive compensation is conditioned on Agency's satisfactory service to customers and on Agency's continuing status as servicing agency, as determined by the Company.
2. Company may establish a reasonable minimum amount for compensation payments. If the amount due is less than such sum, the balance will be carried forward to the next payment date until the minimum amount is reached.
3. Undistributed compensation in the hands of Company and its affiliates may be applied at any time to and as an offset on any due and unpaid obligations of Agency to Company and its affiliates. If compensation owed by Agency to

Company exceeds compensation payable to Agency, then Agency will immediately repay Company compensation owed to Company.

4. Neither this Agreement, nor any of the benefits to accrue hereunder, shall be assigned or transferred, either in whole or in part, without prior written consent of the Company.
5. Company at any time, by written notice to Agency may change the compensation allowed under this Agreement as to new business effective on or after the date of such notice.
6. If Company returns any portion of the premiums on a policy previously issued, Agency will pay to Company the compensation previously received with respect to the returned premiums. In addition, Agency will refund to Company compensation on canceled insurance, and on reductions in premiums, at the same rate as those on which compensation was originally received.
7. If the Broker-of Record/ Agency dies or dissolves while this Agreement is on force, Company will pay Broker-of-Record/ Agency's estate or designated beneficiary (a) any compensation due and owing to the Broker-of-Record/ Agency on the date of death or dissolution and (b) any compensation after the Broker-of-Record/ Agency's death or dissolution which would have been payable to the Broker-of-Record/ Agency under this Agreement on business that does not, in Company's reasonable opinion, require the on-going services of an insurance agent. Before paying said compensation, Company must receive legal written documentation regarding Broker-of-Record/ Agency's designated beneficiary as specified by Company.

Termination

1. Commissions, sales fees, service fees and any other compensation payable after this Agreement has been terminated shall be as specified in the applicable schedules, subject to any offset on any due and unpaid obligation to the Company and affiliates. Payment of any compensation will be subject to all terms and conditions of the most current Schedule(s) in effect, regardless of whether such schedule(s) was part of the Agreement at the time of termination.
2. This Agreement shall terminate immediately and the Agency shall forfeit any and all compensation accruing hereunder, if any of the following acts are committed by the Agency representatives:
 - a. Withholding any property belonging to the Company after demand for its relinquishment has been made by the Company;
 - b. Willfully misappropriating funds belonging to the Company;
 - c. Committing any other fraudulent act against the Company or its policyholders;
 - d. Doing any act which results in having the required license to act as an insurance agent or broker canceled by any state insurance department;
 - e. Encouraging Company customers to replace their Company products through systematic campaigns of replacement evidenced by written memoranda, instructions, sales guides, or incentive compensation designed to encourage such replacement; and
 - f. Making any representation or doing any act injuring the business or reputation of the Company.

THE FAILURE OF THE COMPANY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE COMPANY OF ANY SUCH PROVISION. THE PAST WAIVER OF A PROVISION BY THE COMPANY SHALL NOT CONSTITUTE A COURSE OF CONDUCT OR A WAIVER IN THE FUTURE OF THAT SAME PROVISION.

**Symetra Life Insurance Company
Sub-Agent Business Production Records Terms**

Terms

Sub-Agent acknowledges that it is associated with one or more Company agencies that provide sales support and training to Sub-Agent (hereinafter the "Master Agency" and, if applicable, the "Managing Sub-Agent"), and that Master Agency and Managing Sub-Agent (if applicable) will receive additional compensation for sales made by Sub-Agent under this Agreement. Sub-Agent agrees that Master Agency and Managing Sub-Agent (if applicable) shall have access to Sub-Agent's business production records as maintained by the Company.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.

Symetra Life Insurance Company
Annuity Base Commission Schedule Terms

Terms

1. Acceptance of Business

Agency will inform all Agents that no business is to be solicited until the Agent is appointed with Symetra Life Insurance Company ("Company") according to the applicable state regulations and after the Contract effective date. Commissions are earned on premiums received after the Agent is appointed with the Company.

2. Commissions

Base commissions for premiums will be paid in accordance with the most current Schedule(s) in effect at the time the business is approved by the Company. The right to receive commissions is conditioned on Agency's satisfactory service to Contractholders and on Agency's continuing status as servicing agency, as determined by the Company.

Unless pre-approved by the Company, premium is limited to a maximum deposit of \$1 million, per product and per policyowner, in any one policy or combination of policies within a 12 month period for the Symetra Annuities products offered in the commission schedule(s). A policy with joint owners is considered to have only one policyowner for purposes of this provision. Company reserves the right to decline any premium submitted without pre-approval. Commission will be paid at the stated commission rate in Payment Schedule, and may be reduced on premium submissions of \$1 million or more.

3. Change of Servicing Agent

Requests for change of servicing agent may be granted if it appears to be in the best interest of the Contractholder and the Company. A change will transfer the right to receive commissions to the new servicing agent. Contracts, for which an agent cannot be located, within a reasonable amount of time, will be converted to Company accounts.

4. Termination of Agency Agreement

If the Agency Agreement is terminated, Company will continue to pay Agency commissions on continuing premiums paid to existing Contracts subject to the following conditions:

- a. Agency's satisfactory service, as determined by Company, to Contractholders;
- b. Agency's continuing status as servicing Agency, as determined by Company; and
- c. Agency can be readily located.

Payment of base commissions will be subject to all terms and conditions of the most current Schedule(s) in effect, regardless of whether such agreement was part of the Agency Agreement at the time of termination.

Definitions

1. Premiums

Continuing premiums are ongoing premiums expected to be paid each Contract year. Single sum premiums are premiums which are not ongoing in nature. They may be transfers from another contract or insurance carrier, including trustee-to-trustee transfers, rollovers, and exchanges, but they do not include internal transfers between Company products.

2. Attained Age

Attained age is determined as of the date Company receives premium. For products with joint owners, attained age will be determined using the birth date of the older owner. For annuity contracts that are owned by a non-natural person, attained age will be determined using the birth date of the annuitant, or using the birth date of the older annuitant in the case of joint annuitants.

3. Distribution Charge Period (DCP)

DCP is the time during which distribution charges apply as described in the Contract

4. Trail

Trail commission is compensation based on Contract value. Trail will discontinue when Contract value is zero.

PAYMENT OF BASE COMMISSIONS WILL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THE MOST CURRENT SCHEDULE(S) IN EFFECT, REGARDLESS OF WHETHER SUCH AGREEMENT WAS PART OF THE AGENCY AGREEMENT AT THE TIME OF TERMINATION.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Symetra Advantage Income

- Qualified and Non-qualified contracts
- Single premium, fixed immediate annuity
- \$10,000 minimum purchase payment
- Withdrawals from Symetra Advantage Income are not allowed

Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

All premiums – 3.00%

Conditions

A. Repayment of Commissions

Agency will repay Company commissions, not to exceed amount paid to Agency, under the following conditions. Repayments under this schedule will be netted against any commissions owed to Agency by Company with respect to other products offered by Company.

If the commission repayments owed by Agency to Company exceed the commissions payable to Agency, Agency will immediately pay company the commission repayments owed to Company.

1. Premiums returned to the Contractholder

If benefits have been paid, amount returned to Contractholder will be premium minus benefits paid. Commissions to be repaid to Company will be adjusted accordingly.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE LSA-603 SCHEDULE.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Symetra Freedom Income Annuity Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

All premiums – 5%

Conditions

A. Repayment of Commissions

Agency will repay Company commissions, not to exceed amount paid to Agency, under the following conditions. Repayments under this schedule will be netted against any commissions owed to Agency by Company with respect to other products offered by Company.

If the commission repayments owed by Agency to Company exceed the commissions payable to Agency, Agency will immediately pay company the commission repayments owed to Company.

1. Premiums returned to the Contractholder

If benefits have been paid, amount returned to Contractholder will be premium minus benefits paid. Commissions to be repaid to Company will be adjusted accordingly.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE SYMETRA FREEDOM INCOME ANNUITY SCHEDULE.

* Please contact the Symetra Sales Center at 1-800-706-0700 for this product's state-specific availability.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Symetra Income Builder Annuity

- Qualified and Non-qualified
- Single premium fixed annuity
- \$20,000 minimum purchase payment
- Payout option for 10 year period certain, annuity payments increase at the beginning of the 6th year

Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

All premiums – 4.25%

Conditions

A. Repayment of Commissions

Agency will repay Company commissions, not to exceed amount paid to Agency, under the following conditions. Repayments under this schedule will be netted against any commissions owed to Agency by Company with respect to other products offered by Company.

If the commission repayments owed by Agency to Company exceed the commissions payable to Agency, Agency will immediately pay company the commission repayments owed to Company.

1. Premiums returned to the Contractholder

If benefits have been paid, amount returned to Contractholder will be premium minus benefits paid. Commissions to be repaid to Company will be adjusted accordingly.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE LSA-641 SCHEDULE.

**COMMISSION SCHEDULE
FOR FIXED ANNUITY PRODUCTS**

Product Name	Compensation Rate	Internal LSA Code
Select 3	<ul style="list-style-type: none"> • 2.00% on all purchase payments received by Company through the first contract year for Attained Ages up to and including 80. • 0.85% on all purchase payments received by Company through the first contract year for Attained Ages 81 to 90. • No immediate trail compensation will apply. • If the contract owner replaces the contract to a new three year term at any time after the third contract year, Company will pay Agency: <ul style="list-style-type: none"> a) 2.00% of the contract value upon replacement for Attained ages 80 and under; b) 0.85% of the contract value upon replacement for Attained ages 81 to 90. • If the contract owner does not replace the contract at the end of the third contract year but keeps a positive contract value, Company will pay Agency an annual trail compensation equal to 0.15% of the contract value every year until the contract is surrendered or transferred. This trail compensation will be paid monthly as 0.0125% times the prior month end contract value. 	6820 (rollover 6820x)

CHARGEBACKS:

In the event that a contract is surrendered under the “free look” provision, or otherwise rescinded, then charge backs will be made against all compensation paid with respect to such contract.

In the event of a partial withdrawal within twelve (12) months from a contract’s issue date, Agency will be charged back compensation paid on the amount that exceeds 10% of such contract’s policy value. In the event of a full withdrawal within twelve (12) months from a contract’s issue date, Agency will be charged back all compensation paid with respect to such contract. The chargeback will be waived if the withdrawal:

- Does not exceed the amount withdrawn under the 10%-Free Withdrawal provision of the contract;
- Is a non-commissionable transfer or rollover between Company products;
- Is made after the Owner is deceased or becomes confined in a hospital or nursing home;
- Is part of a series of systematic withdrawals pursuant to Internal Revenue Code Section 72(t) or 401(a)(9) for qualified plans and Section 72 (q) or 72 (s) for non-qualified plans;
- Is a payout under an annuitization option of the contract.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.

Symetra Life Insurance Company
Annuity Base Commission Schedule

Symetra Custom 7 Fixed Annuity Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

All premiums for individuals with Attained Ages:

75 and under – 4.00%

76 to 85 – 2.50%

86 through 90 – 1.50%

Chargebacks

In the event that a Contract is surrendered under the “free look” provision, or otherwise rescinded, then charge backs will be made against all compensation paid with respect to such Contract.

In the event of a partial withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back compensation paid on the amount that exceeds 10% of such Contract’s Policy Value. In the event of a full withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back all compensation paid with respect to such Contract. The chargeback will be waived if the withdrawal:

- Does not exceed the amount available under the 10%-Free Withdrawal provision of the Contract;
- Is a non-commissionable transfer or rollover between Company products;
- Is made after the Owner is deceased or becomes confined in a hospital or nursing home;
- Is part of a series of systematic withdrawals pursuant to Internal Revenue Code Section 72(t) or 401(a)(9) for qualified plans and Section 72 (q) or 72 (s) for non-qualified plans;
- Is a payout under an annuitization option of the Contract.

**THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY
PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS
VERSION OF THE SYMETRA CUSTOM 7 ANNUITY SCHEDULE.**

Symetra Life Insurance Company
Symetra Custom 5 Fixed Annuity Compensation Schedule

COMPENSATION:

Company shall pay Agency for the sales of Symetra Custom 5 Fixed Annuity Contracts the following compensation:

- 2.50% on all purchase payments received by Company through the first Contract year for Attained Ages up to and including 75;
- 1.50% on all purchase payments received by Company through the first Contract year for Attained Ages 76 to 85;
- 1.00% on all purchase payments received by Company through the first Contract year for Attained Ages 86 through 90.

CHARGEBACKS:

In the event that a Contract is surrendered under the “free look” provision, or otherwise rescinded, then charge backs will be made against all compensation paid with respect to such Contract.

In the event of a partial withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back compensation paid on the amount that exceeds 10% of such Contract’s Policy Value. In the event of a full withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back all compensation paid with respect to such Contract. The chargeback will be waived if the withdrawal:

- Does not exceed the amount available under the 10%-Free Withdrawal provision of the Contract;
- Is a non-commissionable transfer or rollover between Company products;
- Is made after the Owner is deceased or becomes confined in a hospital or nursing home;
- Is part of a series of systematic withdrawals pursuant to Internal Revenue Code Section 72(t) or 401(a)(9) for qualified plans and Section 72 (q) or 72 (s) for non-qualified plans;
- Is a payout under an annuitization option of the Contract.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE SYMETRA CUSTOM 5 FIXED ANNUITY SCHEDULE.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Symetra Secure Annuity

- Qualified and Non-qualified contracts
- Modified single premium, fixed deferred annuity
- Minimum initial premium of \$10,000 with additional optional premiums of \$250 within first twelve months of contract

Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

All premiums for Attained Ages 75 and under – 3.00%

All premiums for Attained Ages 76 to 85 – 1.75%

No trail commission will apply.

Chargebacks

In the event that a Contract is surrendered under the “free look” provision, or otherwise rescinded, then charge backs will be made against all compensation paid with respect to such Contract.

In the event of a partial withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back compensation paid on the amount that exceeds 10% of such Contract’s Policy Value. In the event of a full withdrawal within twelve (12) months from a Contract’s issue date, Agency will be charged back all compensation paid with respect to such Contract. The chargeback will be waived if the withdrawal:

- Does not exceed the amount available under the 10%-Free Withdrawal provision of the Contract;
- Is a non-commissionable transfer or rollover between Company products;
- Is made after the Owner is deceased or becomes confined in a hospital or nursing home;
- Is part of a series of systematic withdrawals pursuant to Internal Revenue Code Section 72(t) or 401(a)(9) for qualified plans and Section 72 (q) or 72 (s) for non-qualified plans;
- Is a payout under an annuitization option of the Contract.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE SYMETRA SECURE ANNUITY SCHEDULE.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Symetra Flex Premium Plus Annuity

- Qualified and Non-qualified contracts
- 2% additional first year interest
- Flexible premium fixed deferred annuity with low minimums

Payment Schedule

Subject to the applicable conditions specified below, base commissions as a percentage of premiums will be paid as follows:

First contract year continuing premiums for individuals of attained age:

- 80 and under – 7.00%
- 81 through 90 – 4.00%

First contract year single sum premiums for individuals of attained age:

- 80 and under – 5.00%
- 81 through 90 – 2.00%

Trail commission will be paid monthly, at an annual rate of 25 basis points (0.25%), beginning with the 13th month of the Contract.

Repayment of Commissions

Agency will immediately repay Company commissions not to exceed amounts paid, in accordance with the repayment provisions provided in this Schedule.

1. Agency will repay commissions paid on the premiums if premiums are returned to the Contractholder, not including premiums which are considered to be withdrawn as part of a withdrawal or annuitization.
2. Agency will repay Company 100% of commissions on the amount withdrawn, less applicable distribution charges if withdrawals in excess of 10% of the Contract value are made during the first contract year.
3. Agency will repay Company 50% of commissions on the amount withdrawn, less applicable distribution charges if withdrawals in excess of 10% of the Contract value are made during the second contract year.
4. The repayment provisions will not apply to trail commissions.

The above withdrawal provisions will not apply to:

- Non-commissionable transfers and rollovers between Company Products;
- Death benefit or confinement in a hospital or nursing home;
- Systematic withdrawals from qualified plans made according to Internal Revenue Code (IRC) Sections 72(t) or 401(a)(9);
- Systematic withdrawals from non-qualified plans made according to IRC Section 72(q), or which are calculated in the same manner as IRC Section 401(a)(9); or
- Annuity payments.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE FLEXIBLE PREMIUM PLUS COMMISSION SCHEDULE.

Symetra Life Insurance Company
Annuity Base Commission Schedule for Internal Replacements

All “from” product must be out of CDSC. The “to” product will start a new CDSC.
 Unless otherwise specified, no like for like product replacements are allowed.
 Replacements must comply with state regulations regarding suitability.

“From” Product	“To” Product	Compensation Rate
The Select or Spinnaker Advisor product*	Any fixed or variable annuity	Full compensation will be paid according to the terms and conditions of Agency’s current base annuity schedule for that product.
Any fixed or variable annuity with a contract effective date before 8/1/2004	Any fixed or variable annuity	Full compensation will be paid according to the terms and conditions of Agency’s current base annuity schedule for that product.
Any fixed or variable annuity with a contract effective date of 8/1/2004 or later** <i>(excluding the Select and Spinnaker Advisor products)</i>	Any fixed or variable annuity	<ul style="list-style-type: none"> • If the “from” product is less than 10 years old, Agency will be paid a trail commission monthly, at an annual rate of 25 basis points beginning immediately. • If the “from” product is over than 10 years old, Agency will be paid a trail commission monthly, at an annual rate of 50 basis points beginning immediately.

*Contracts issued prior to, on, and after 8/1/2004 are eligible for compensation.

** If “from” product is Select 3 and “to” product is Select 3, then compensation equal to 2% of contract value will be paid.

THIS SCHEDULE SUPERSEDES ANY PREVIOUS INTERNAL REPLACEMENT SCHEDULE OR PROVISIONS.

Symetra Life Insurance Company
Annuity Base Commission Schedule

Symetra Group Variable Annuity

- Non-registered group variable annuity
- 401K and 401A retirement plans
- No minimum purchase payment

Payment Schedule

Subject to the applicable conditions specified below, base commissions, as a percentage of premiums will be paid as follows:

Option A

First Contract year continuing premiums and increases – 2.50%

Single sum premiums – 1.75%

Trail commission will be paid monthly, at an annual rate of 40 basis points, beginning with the 13th month of the Contract.

Option B

Base commission of 0.80% of all premiums and an annual trail commission based on the contract value as follows:

<u>Tier</u>	<u>Contract Value</u>			<u>Trail Commission</u>
1	\$ 0.00	-	\$ 750,000.00	0.56%
2	\$ 750,000.01	-	\$1,500,000.00	0.28%
3	\$1,500,000.01	-	\$2,250,000.00	0.20%
4	\$2,250,000.01	-	\$3,000,000.00	0.16%
5	\$3,000,000.01	and up		0.08%

Trail commissions begin immediately.

Option E

Base commission of 0% and an annual trail commission based on the contract value.

Trail commission will be paid monthly, at an annual rate of 25 basis points, beginning immediately.

Option G

Base Commission on all Deposits received during the First Contract Year – 1.00%

Trail commission will be paid monthly, at an annual rate of 25 basis points, beginning immediately.

Option H

Base Commission on all Deposits received during the First Contract Year – 1.00%

Trail commission will be paid monthly, at an annual rate of 50 basis points, beginning immediately.

Conditions

A. Repayment of Commissions

Agency will repay Company commissions, not to exceed amount paid to Agency, under the following conditions. Repayments under this schedule will be netted against any commissions owed to Agency by Company with respect to other products offered by Company.

If the commission repayments owed by Agency to Company exceed the commissions payable to Agency, Agency will immediately pay company the commission repayments owed to Company.

1. Premiums returned to the Contractholder or Certificateholder

If premiums are returned to the Contractholder, not including premiums that are considered to be withdrawn as part of a withdrawal or annuitization, Agency will repay commissions paid on the premiums.

2. Withdrawals during the first Contract or Certificate year

If withdrawals are made during the first Contract year, except for withdrawals due to death, disability, or rollovers to a Company IRA, Agency will repay commissions paid on premiums and internal transfers and rollovers, where such premiums, transfers, and rollovers are equal to the amount withdrawn. Repayments will be reduced by any contingent deferred sales charges assessed by the Company.

3. Withdrawals after the expiration of the CDSCP

If withdrawals in excess of 10% of the Certificate or Contract value are made after the expiration of the CDSCP, Agency will repay the following commissions paid on premiums and internal transfers and rollovers in the current and prior two Certificate or Contract years, where such premiums, transfers, and rollovers are equal to the amount withdrawn:

- Commissions paid on increases, based on the following rates:
Option A – First Contract year continuing premiums and Increases – 2.50%
Single Sum premiums – 1.75%
Option B – 0.80%

If non-benefit responsive withdrawals are made after the expiration of the CDSCP, Agency will repay the following commissions paid on premiums and internal transfers and rollovers in the current and prior two Contract years, where such premiums, transfers, and rollovers are equal to the amount withdrawn:

- Commissions paid on single sum premiums, at the rate of 1.75%;
- Commissions paid on any transfer or rollover of funds between Company annuity products.

For purpose of processing repayments, withdrawals will be considered deducted from the contract on a last in, first out (LIFO) basis.

4. Nonrecurring premiums in the second Contract or Certificate year

Compensation for the first year continuing premiums is based on the Contractholder depositing in the second Contract year at least 50% of the first year continuing premiums. If that does not occur, Agency will repay commissions at the following rate of 1.25%.

The repayment provisions under Condition **A**. will not apply to trail commissions.

B. Other Transactions

If a Contractholder discontinues annual premiums to one or more deferred annuity products and purchases another deferred annuity product, premiums paid to the new product will generate commissions at the renewal rate only.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE LSA-611 SCHEDULE.

**Symetra Life Insurance Company
Group Policies
Compensation Terms and Schedules**

Terms

1. Commissions shall be paid periodically as premiums are received.
2. Right of compensation is conditioned on Agency's satisfactory performance of policyholder's service; and, continuing status as servicing agency for the policyholder at the time for premium payment.
3. Commissions are payable according to the percentage schedules shown below for premiums (including administration fees) received and allocated to the coverages specified.
4. Company will pay commissions with respect to the premiums paid for additional coverages at the same rate as allowed at the time of the addition upon the premiums of the policies to which they are added.
5. No commissions will be paid with respect to:
 - a. Premiums which are waived under the terms of a policy.
 - b. Premiums for a policy which is a conversion of group life or health insurance coverage.

Payment Schedule

Life and AD&D Products:

Option	Policy Year Premium	Commissions Percentage For Each Policy Year
1.	Level Graded: First 15,000 Next 10,000 Next 25,000 Over 50,000	15% 10% 5% 1%
2.	All	0% to 15%

NOTE: 0% to 25% commissions may be available for some Supplemental plans

Disability Products:

Option	Policy Year Premium	Commissions Percentage For Each Policy Year
1.	Level Graded: First 20,000 Next 30,000 Over 50,000	15% 7.5% 1%
2.	All	0% to 15%

Excess Loss Products:

Policy Year Premium	Commissions Percentage For Each Policy Year
All	0% to 15%

Select Benefits:

Policy Year Premium	Commissions Percentage For Each Policy Year
All	10%

Ultra Group Life & Disability:

Policy Year Premium	Commissions Percentage For Each Policy Year
All	13%

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE LSA-105 SCHEDULE.

**Symetra Life Insurance Company
Annuity Base Commission Schedule**

Fixed Annuitization Payment Schedule

Base commissions will be paid on fixed annuitization payouts of fixed and variable contracts, except on annuitization of contracts originally issued by WM Life Insurance Company or American States Life Insurance Company, or on annuitization of Safekey I, II, and III contracts.

Base commissions will be paid as a percentage of the amount applied to an annuity option, as follows:

Contract in force 0 to 5 years – 0.00%
Contracts in force over 5 years – 1.25%

Repayment of Commissions

Agency will repay Company commissions, not to exceed amount paid to Agency, if the fixed annuitization payout is reversed for any reason. Repayments under this schedule will be netted against any compensation owed to Agency by Company with respect to other products offered by Company.

If the commission repayments owed by Agency to Company exceed the compensation payable to Agency, Agency will immediately pay Company the commission repayments owed to Company.

THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE. THIS SCHEDULE SUPERSEDES ANY PREVIOUS VERSION OF THE FIXED ANNUITIZATION BASE COMMISSION SCHEDULE.

Symetra Life Insurance Company
Individual Life Policies
Commission Schedule Terms and Conditions

Terms

1. Commissions are payable on premiums paid to the Company. Basic and Renewal commissions are vested and constitute full compensation to the designated writing agency. The writing agency will be paid all Basic and Renewal Commissions which are calculated according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract. There may be a maximum of two writing agencies per coverage. Basic and renewal commissions for any increase in coverage are paid to the writing agency of that increase. When the balance due is less than a reasonable minimum sum, established by the Company, payments may be paid only as the minimum amount is reached.
2. To change the writing agency, written consent from the current writing agency must be submitted to the Company's Home Office. The Company reserves the right through its Home Office to approve any such request and is not bound by such change until approved by the Company's Home Office. The new writing agency is subject to the provisions in this agreement. The Company assumes no responsibility for the validity of the change of writing agency and the Company is held harmless with regard to any amount paid by it to the new writing agency. Any change of writing agency must comply with all applicable state laws and regulations. For those policies identified in writing as a part of the change in writing agency, the future compensation and all past, present and future obligations are transferred to the new writing agency.
3. Service fees are payable on premiums paid to the Company. Such Service Fees constitute full compensation to the designated servicing agency. The service fee is calculated according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract. The servicing agency will be paid all the service fees. During the calendar years in which the Servicing Agency receives a minimum of \$1,000.00 in first year commission for Individual Life policies service fees will be paid. When the balance due is less than a reasonable minimum sum, established by the Company, payments may be paid only as the minimum amount is reached.
4. The servicing agency may be designated by the policyowner or by the writing agency at the time of policy issue. Changing to a new servicing agency requires written consent from the policyowner to be submitted to the Company's Home Office. The Company reserves the right through its Home Office to approve any such request and is not bound by such change until approved by the Company's Home Office. If the servicing agency is not specifically designated then the writing agency will be the servicing agency.
5. Trail commissions, if applicable, are vested and payable to the writing agency of the original base policy. These commissions are calculated according to Section 3 of the Commission Schedule Individual Life Policies Endorsement Form included in this contract. If trail commissions are earned they will be paid on the first commission statement following the policy anniversary.
6. The Company reserves the right to reduce compensation when the face amount exceeds the sum of the Company's retention limit plus automatic reinsurance coverage.
7. In event of a policy lapse a repayment to Symetra Life of the commission previously paid to Insurance Agency on such policy will be required and will be calculated as follows for Symetra Single Premium Permanent Life if included in your schedule:

100% commission charge back for 24 months for policy terminations other than death of the insured.
8. In addition to commission payable, the Company may award to the writing agency Annual First Year Premium (AFYP) production credit. AFYP is a measurement of production that is equal to the required first year premium on an annual payment mode. Net AFYP is the production credit issued by the Company on business written during the calendar year minus the production credited to policies that have lapsed during the year prior to their first renewal.
9. When a writing agency sells additional insurance riders commissions will be calculated and paid according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract.

10. If this Agency Agreement is terminated, the commissions payable to the writing agency shall be limited to those payable as first year and renewal commissions at the rate provided in the Commission Schedule Individual Life Policies Endorsement Form in effect on the date of termination.
11. No Commissions or service fees will be paid with respect to:
 - a. Premiums which are waived under the terms of a policy;
 - b. Premiums for temporary extra rating for five years or less;
 - c. Premiums for a policy which is a conversion of group life or health insurance coverage; and
 - d. Premium paid by automatic premium loan.
12. When a conversion privilege is exercised, and the new policy is dated as of a current date, commissions will be calculated in accordance with the rules of the Company in effect at the time of such conversion. If the Company determines a policy replaces a policy previously issued by the Company on the same insured, the commission payable for the first year of insurance for the new policy will be calculated in accordance with the rules of the Company in effect at the time of such replacement.
13. If an Agency is terminated due to uncollectible outstanding agency commission debt, terms defined in section one above will be revoked and Basic and Renewal Commissions will no longer be vested.

Conditions

1. Agency has no authority to deliver any policy unless the applicant therein is, at the time of delivery, in good health and insurable condition.
2. Notwithstanding any other provision of this agreement, regarding any policy listed in this agreement's Commission Schedule Individual Life Policy Endorsement, Agency shall not, to induce any person to insure with Company, pay or allow or offer any illegal rebate of premium or other consideration due and not specified in the policy.

THIS ENDORSEMENT MAY BE MODIFIED OR CANCELED BY THE COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.

The provisions of this endorsement supersede any provisions of prior endorsements.

Agency is responsible for ensuring that no business is solicited by any representatives until that representative is authorized to represent the Company and this endorsement is in effect.

**Symetra Life Insurance Company
Individual Life Policies
Commission Schedule Endorsement**

Basic First-Year Commissions

CASH VALUE POLICIES

Universal Life Policies	
Symetra Universal Life	60%
All premium up to first "Annual Target"	
SYMETRA Successor Single Premium Life	
Ages 15 years - 80 years	5.75% of Single Premium
Ages 81 – 85 years	4.00% of Single Premium

SYMETRA TERM LIFE INSURANCE

All face amounts	
10-Year and 15-Year Level Term	85% of Annual Premium less policy fee
20-Year and 30-Year Level Term	100% of Annual Premium less policy fee
Policy Term Riders	Same First-Year Rate as Base Policy

SYMETRA Protector Term with Return of Premium (ROP)

All face amounts	
15, 20 and 30 Year Level Term	85% of Annual Premium including policy fee*
Policy Term Riders	Same First-Year Rate as Base Policy

*From 9/1/09 to 12/31/09, commission rate will be paid at 100% of Annual Premium including policy fee

SUPPLEMENTAL BENEFITS

Accidental Death, Guaranteed Insurability Option, and Waiver of Premium.....		Same First-Year Rate as Base Policy
Insured Children's Benefit		Same First-Year Rate as Base Policy

Basic Renewal Commissions

CASH VALUE POLICIES

Universal Life Policies	
Symetra Universal Life	
Excess premium over first "Annual Target" through 6 th policy year	3%
Symetra Accelerated Universal Life	
Excess premium over first "Annual Target" through 6 th policy year	3%
Target Excellence	
Excess premium over first Commissionable Target Premium through 6 th policy year	3%
Target Premium	
Excess premium over first "Annual Target" through 6 th policy year	3%
Flexible Premium	
2nd through 6th policy years	2.5%
plus 10% of the cost of insurance in the 2nd policy year and 5% of the cost of insurance in the 3rd through 6 th policy years	

TERM POLICIES AND RIDERS

Annual Renewable Term	
2nd through 6th policy years	
Symetra Annual Renewable Term	3%
Symetra -Term 100 (available only in New Hampshire)	\$25,000 - \$249,999 5%
Policy Term Riders	
2nd through 6th policy years	Same Renewal Rate as Base Policy

ALL OTHER CASH VALUE POLICIES, OTHER TERM POLICIES, AND SUPPLEMENTAL BENEFITS EXCEPT EXPERT LEVEL

TERM AND SYMETRA TERM LIFE INSURANCE	
2nd policy year	10%
3rd through 6th policy years	5%

Trail Commissions (Target Excellence Universal Life Only)

Trail Commissions are payable in the 2nd and subsequent policy years as noted below:

Target Excellence	
2nd through 9th policy years	0.25% of accumulation fund
on each policy anniversary in which the accumulation fund equals or exceeds \$10,000	
10th and subsequent policy years	0.25% of accumulation fund
on each policy anniversary	

Service Fees

Service Fees are payable in the 7th and subsequent policy years as noted below:

Flexible Premium Universal Life	2.5%
plus 2% of the cost of insurance	
All other plans except Expert Level Term and Symetra Term Life Insurance	2%

NOTE: Within a pension plan, only Unisex Target Excellence may be sold.

Not all products are filed in all states. Contact your local Symetra office for further information.

THIS ENDORSEMENT MAY BE MODIFIED OR CANCELED BY THE COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.

Agency is responsible for ensuring that no business is solicited by any representative until that representative is authorized and appointed to represent either, or both, Company(ies).

**Symetra Life Insurance Company
Individual Life Policies
Production Bonus Endorsement**

Qualifications

Production Qualifications

1. 25,000 or more Net AFYP during the calendar year.
2. 85% persistency or greater for the calendar year.

Agency Qualifications

1. Agency must be appointed with Symetra Life on the last day of the calendar year for which a bonus will be calculated.
2. Agency must not have any other Symetra Life endorsements.
3. Agency cannot combine agency production with other Agencies solely for the purpose of qualifying for this bonus.

Exclusions

1. The following Individual Life policies are excluded from the bonus qualifications and calculations:
 - Symetra Single Premium Permanent Life policies
 - Individual Life policies issued to Qualified Pension Plans
 - Other policies as the Company may designate.
2. The following Individual Life policies are excluded from the bonus calculations:
 - 10-Year, 15-Year, 20-Year, 30-Year Symetra Term Life policies.
 - Protector Term with Return of Premium.

Payment Schedule

The bonus will be paid within two months of December 31 of the year in which it is earned, and payment will be based on the Net AFYP actually recorded in the calendar year in which the bonus is earned.

The bonus qualification is based on calendar year Net AFYP, from January 1 through December 31. The bonus is calculated as a percentage of Current Year Net AFYP, as follows:

<u>Current Year Net AFYP</u>	<u>Percentage of Current Year Net AFYP</u>
25,000 – 49,999	4.5%
50,000 – 99,999	9.0%
100,000 or more	15.0%

Definitions

- A.** Annual First Year Premium (AFYP) is a measurement of production that is equal to the required first-year premium on an annual payment mode. Net AFYP is the production credit issued by the Company on business written during the calendar year minus the production credited to policies that have lapsed anytime during the year prior to their first renewal.
- B.** Persistency is 100% minus the result of dividing first-year lapsed AFYP amount by the first-year issued AFYP amount.
- C.** For the purpose of this endorsement, Agency production is production from itself and all agencies affiliated with Agency during any period of the calendar year.

Conditions

Agency is responsible for ensuring that no business is solicited by any representatives until that representative is authorized to represent the Company and this endorsement is in effect.

The provisions of this endorsement supersede any provisions of prior Production Bonus endorsements.

THIS ENDORSEMENT MAY BE MODIFIED OR CANCELED BY THE COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.