Sterling Financial Partners, LLC
Broker Agreement

This agreement between _____ (you) and Sterling Financial Partners, LLC (SFP) outlines your responsibilities in representing SFP's Variable Annuity Recovery Program (the Program).

Broker Address: _____ City: _____ State: ____ Zip: _____
Phone: _____ Fax: _____ E-Mail:_____
SS#/Taxpayer ID: _____ Ins. License #: _____ State: ____
IMO: The US Broker / USFMG Broker-Dealer: _____

1. The Program: SFP's Program will benefit owners of certain variable annuity contracts. The Program includes alternatives for these contract owners to consider which may offer advantages. The Program creates opportunities for you to present new annuity, life or other suitable products to the client. Clients have no obligation to purchase any product.
2. Broker Relationship to SFP: You acknowledge that you have independent contractor status with SFP. No employee-employer relationship exists.
3. Broker's Authority: You understand and agree that you have a limited license to use SFP's proprietary information to present and evaluate alternatives included in the Program. You may not bind SFP in any way or make statements that alter SFP's legal rights.
4. Proprietary Material: You acknowledge SFP's patent pending on the Program and the proprietary nature of the Program material. You agree to use your best efforts to safeguard SFP's proprietary material and intellectual property.
5. Compliance: You agree to comply with all requirements defined by SFP in presenting the Program and with the compliance requirements of insurance carriers you represent. All materials used to describe options under the Program to brokers or consumers must first be approved SFP. You agree to comply with all applicable regulations and maintain appropriate licenses.
6. SFP Distribution Affiliates: When customers chose options under the Program which include the purchase of new insurance products, you agree to give first consideration to products available to you through SFP's distribution affiliates and approved for the Program.
7. Rights to Program: SFP retains all rights regarding the Program and may make periodic changes to the Program based upon its views regarding compliance, legal, profitability or other concerns.
8. Termination: This agreement may be cancelled by either Party at any time. Section 4 will continue to apply following termination.
9. Governing Law: This agreement will be governed by the laws of Massachusetts.

_____ Date: _____ _____ Date: _____
Sterling Financial Partners, LLC **Broker/Officer Signature**

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