

SYMETRA LIFE INSURANCE COMPANY AND FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

Customer Electronic Consent and Disclosure Agreement

IMPORTANT NOTICE - PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE.

By signing this agreement, you acknowledge and understand you are providing your consent to transact business by utilizing electronic communications with Symetra Life Insurance Company, First Symetra National Life Insurance Company of New York, and their affiliates and third party service providers ("Symetra"). You may withdraw your consent at any time by contacting us at our business address, website, or by phone.

What is the purpose of this Electronic Consent and Disclosure Agreement?

Symetra will provide you with certain communications, applications, agreements, billing statements, notices, disclosures, documents, or other information in writing ("Communications") regarding our products or services.

Your agreement to this Customer Electronic Consent and Disclosure Agreement ("Consent Agreement") confirms:

- Your ability and consent to receive Communications electronically, rather than on paper;
- Your agreement to use of electronic signatures in our relationship with you; and
- Your agreement to all of the terms and conditions set forth in this Consent Agreement.

If you do not want to receive Communications regarding the products and services electronically or, if you do not want to use electronic signatures in your relationship with us, or if you do not agree with all of the terms and conditions of this Consent Agreement, you should not sign and acknowledge this Consent Agreement.

What does this Consent Agreement cover once I sign it?

While not a complete listing, the types of Communications that may be sent to you or otherwise made available to you electronically when available include:

- Insurance application and enrollment forms and related documents
- Your insurance policy, annuity contract or certificates of coverage under a group insurance policy or annuity contract
- Billing statements
- Policy or contract statements
- Claim forms
- Privacy notices and other disclosures
- Financial reports
- Immediate transaction confirmations
- Policy cancellation, overdue premium notifications (e.g., grace periods, lapse notices), or termination notices
- Tax forms

Where required by law, Symetra will also deliver policy cancellation, overdue premium notifications, lapse notifications, and termination notices to you on paper.

Even if you sign and acknowledge this Consent Agreement, Symetra may, at its option: (a) deliver Communications to you on paper, and (b) require that certain Communications from you be delivered to Symetra on paper and hand-signed and/or notarized for your security.

Can I get paper copies of the Communications?

Yes. You may obtain paper copies of any of the Communications we provide to you by printing the copy yourself or by contacting Symetra at the address provided below (or such other address as may be provided to you in the future). As allowed by your state, if there is a charge or fee associated with requesting a paper copy of what we have provided to you electronically, the charge or fee will be disclosed to you in advance. We reserve the right, and assume no obligation, to provide a paper copy (instead of an electronic copy) of any Communication that you have authorized us to provide electronically. If you do not agree to receive all documents electronically, contact Symetra at the address below.

Should I maintain copies of the Communications?

Yes. By agreeing to this Consent Agreement, you agree to print or save this Consent Agreement and all electronic Communications, and to maintain the printed or electronic copies for your records. If you have any trouble with printing or saving, you should contact Symetra and request paper copies of the Communications.

How long will this Consent Agreement remain in effect?

This Consent Agreement shall become effective once you electronically sign it and it is received by Symetra. It will remain in effect for so long as Symetra is providing products or services to you, or until you withdraw your consent (as described in the next section), whichever occurs first.

What if I change my mind?

If at any time you would like to cease doing business electronically with Symetra, you will need to provide Symetra with written notice of your withdrawal of your consent to do business electronically, which will then terminate this Consent Agreement. You may withdraw your consent at any time and without charge by contacting Symetra. Your withdrawal of your consent to do business electronically and the termination of this Consent Agreement will become effective two (2) business days after Symetra's receipt of your withdrawal of consent. Thereafter, all Communications will be provided to you on paper.

What if my contact information changes?

By agreeing to this Consent Agreement, you are required to keep Symetra informed of any changes to your e-mail address and all other contact information. You may inform Symetra of any such changes by contacting it at the address or our website provided below (or such other customer service addresses as may be provided to you in the future).

How can I contact Symetra?

You may contact your Symetra account manager or service representative directly. If you are unsure of that person's contact information, you can find it at www.symetra.com/go by clicking on "Policy Information" and then "Contact Us."

Or you may contact us at:

Symetra
PO Box 35020
Seattle, WA 98124-3420
Phone: 1-800-796-3872
1-800-426-7784 (For Stop Loss, Life, Disability and Absence Management Customers)
1-800-497-3699 (For Select Benefits Customers)
Website: Log in at www.symetra.com

Are there any hardware or software requirements to do business electronically with Symetra?

Yes. To access, sign, print, and retain the Communications sent or made available to you electronically by Symetra you must:

- Have a device that will connect to the internet, access to an e-mail account, and access to an internet browser. Access to Adobe products will not be required to electronically sign any forms sent by Symetra, but Adobe may be necessary to view, download, or print documents.
- Have the ability to view disclosures on your device – if you are unable to view due to a personal issue and need an accommodation, please contact Symetra.
- Have sufficient electronic storage capacity on your device or other data storage unit.

These minimum requirements are subject to change from time to time and it is your responsibility to comply with these requirements as they change. We will update you if there are any changes to the hardware or software requirements that could impact your receiving or reviewing any Communications.

What are my responsibilities with respect to certificates of insurance?

- You agree that as the plan sponsor, it is your responsibility to make the correct electronic certificate available to insureds. Symetra is not responsible if you make an incorrect electronic certificate available to insureds.
- You agree that as the plan sponsor, it is your responsibility to inform all insureds when their certificates are modified due to certificate amendments agreed upon by you and Symetra.
- You agree that as the plan sponsor, it is your responsibility to request paper certificates from Symetra and provide them to insureds who request them, as well as to keep any associated records of delivery as required by law, rule or regulation. Symetra will provide paper certificates and certificate amendments upon request.

Additional Terms

By agreeing to the terms of this Consent Agreement, you agree that Symetra may rely on electronic signatures in our relationship with you and you agree to waive all claims against Symetra based on any allegation that the electronic receipt or execution of any Communications described herein is invalid, unenforceable or insufficient. To the extent permitted by applicable law, you agree to indemnify, defend and hold Symetra, harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from: (i) a breach of any term or condition of this Consent Agreement by you or (ii) your (or any other person accessing your device or using your account or user credentials) use or misuse of the systems and processes used in connection with the receipt or execution via electronic means of Communications.

If you are providing this consent as the representative of a non-natural person (for example, if you are providing this consent on behalf of your employer), you declare and certify that upon the date of your electronic signature, you are duly authorized to execute this Consent Agreement, are properly doing so within the scope of such authority, and that this Consent Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. To the extent permitted by applicable law, you hereby indemnify and hold Symetra harmless for any improper authority you exercise on behalf of another person or entity.

By signing, electronically signing, or checking the "I ACCEPT" box and typing your name and e-mail address below, you affirm the following:

- I have CAREFULLY read and understand this Consent Agreement and accept it voluntarily and with full knowledge and agreement of its terms and conditions.
- I have read this Consent Agreement using computer hardware and software that meets the minimum hardware and software requirements described above. I am responsible for ensuring that my computer hardware, computer software, internet service providers and cellular service providers do not inhibit or interfere with the notices and communications described herein.
- There is no charge for electronic delivery, although I may incur charges associated with my use of the internet or receipt of text messages, telephone calls or facsimiles, and Symetra will not reimburse such charges.
- Electronic delivery will be cancelled if e-mails are returned undeliverable, at which time you will be defaulted to paper delivery of all correspondences. Fees may be incurred in the change to paper delivery, as permitted by law.
- I will print and save a copy of this Consent Agreement for myself or any other party that I represent or have authority to act on their behalf.

☒ I ACCEPT

Group/Plan Sponsor City of Broken Arrow

Name _____

Title _____

Signature _____

Email Address _____

Date _____