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LIFE

Upstream Life Insurance Company

Secure Foundation & Secure Legacy MYGA

Annuities:

2 Year Annuity
3 Year Annuity
4 Year Annuity
5 Year Annuity
6 Year Annuity
7 Year Annuity
10 Year Annuity
15 Year Annuity

Optional Riders: *(available on annuities)*

- *Death Benefit Feature*
- *Preferred 10% Free Withdrawal*

UPSTREAM LIFE INSURANCE COMPANY
ADMINISTRATIVE OFFICE
PO BOX 17039, WINSTON-SALEM, NC 27116
STATE OF DOMICILE: TEXAS
866-658-2845

Agent checklist for completing the Upstream Life Insurance Company Annuity Application

This packet contains the following forms for an Upstream Life Insurance Company Annuity application. Please review the information carefully and complete all applicable forms:

- ☐ **Annuity Application** *(ICC18-SPDA-MYGA App)* – Complete all applicable sections and sign where indicated.
- ☐ **Annuity Suitability Questionnaire** *(Upstream AN-SQ-OT Rev 030321)* – This form is required with all applications. It must be completed by the agent and signed by the agent and owner(s). Return this form to the Home Office with the application. Note: Always complete the information for the owner, and joint owner if applicable. All pages of this Suitability Questionnaire need to be signed or initialed by the owner(s), and page 2 of 3 must be signed by the agent.
- ☐ **Client Suitability Letter** *(UpstreamAN-SLTR-OT 030321)* – This form is required only if the owner(s) check "**I REFUSE** to provide this information at this time" or "I have chosen to provide **LIMITED** information at this time" on the Annuity Suitability Questionnaire and has an issue age of 80 or older. This form must be completed and signed by the owner(s). Return this form to the Home Office with the application.
- ☐ **Agent Disclosure** (UpstreamAN-AGDISCL-OT) – This form is required with all applications in the following states: **AR, AZ, CO, MD, MS, MT, NC, NE, NM, OH, TX, WY**. It must be completed and signed by the owner(s) and the agent and returned to the Home Office with the application.
- ☐ **Community Property States Spousal Existence/Beneficiary Designation Consent Form** *(UpstreamAN-COMMPROPST-OT 030321)* Spousal consent and signature on this form is required with the application if the client's spouse is not the sole primary beneficiary and the owner resides in a community property state (**AZ, CA, ID, LA, NV, NM, TX, WA, WI**).
- ☐ **Required Minimum Distribution Election** *(RMD Election 01/2023)* – This form is required only if the owner reached age 72 before December 31, 2022 or will reach age 73 during the guarantee period and has not elected to add the Required Minimum Distribution Rider. It must be signed by the owner and returned to the Home Office with the application.
- ☐ **IRA Rollover Certification Form** *(UpstreamAN-RO-OT 030321)* – Complete this form if the annuity will be rolled over from another tax qualified retirement plan. This form must be signed by the owner and returned to the Home Office with the application.
- ☐ ***IRA Disclosure Statement -*** *This form is required to be signed anytime a client is transferring funds from an existing IRA to purchase an Upstream annuity.*
- ☐ **1035 Exchange Request Form/Direct Custodial Transfer Request** *(01/2023)* – Complete the applicable section of this form if the annuity will be funded with a transfer or 1035 Exchange. The 1035 Exchange section is used for non-qualified funds that are currently in an annuity or life insurance policy. The Direct Custodial Transfer side is used for all other transfers including all qualified transfers and non-qualified funds coming from a policy that is not an annuity or life insurance. This form must be signed by the owner(s) and returned to the Home Office with the application. If the application is faxed the original signed Transfer Request form must be mailed to the Home Office separately.
- ☐ **Life Insurance or Annuity Replacement Notice** *(03/18)* – If there is a replacement involved with the application, both copies of the Replacement Notice must be signed by the owner(s) and agent. One copy should be left with the applicant and the other returned to the Home Office with the application.
- ☐ **Non-Resident Verification Form** – This form is required only if the application is signed in a state other than the owner(s) Resident State. This form must be completed by the owner(s) and signed by the owner(s) and agent. Return this form to the Home Office with the application.
- ☐ **Trustee Certification of Trust** *(UpstreamAN-CERTTRUST-OT 03/2021)* – This form is required only if the contract owner will be a trust. This form must be completed and signed by all trustees and returned to the Home Office with the application.
- ☐ **Trust and Other Non-Natural Owner 72(u) Tax Deferred Treatment Certification Form** *(UpstreamAN-72(u) 030321)* – This form is required only if the owner(s) is a non-natural owner and entitled to the tax-deferral exception, as defined on the form. It must be signed by the trustee(s) or corporate officer(s), whichever is applicable, and returned to the Home Office with the application in order to qualify for tax deferred status.
- ☐ **Inherited IRA** *(Upstream IIRA 030321)* - If the owner is an Inherited IRA this form will be required to be completed and returned the home office. This form is to be signed by the client who has Inherited the IRA
- ☐ **Applicants Statement Qualified Retirement Plans** *(UpstreamAN-APP-STMT-OT 030321)* – This form is required if the annuity contract will be issued in connection with a retirement plan. It must be signed by the trustee(s) and agent and returned to the Home Office.

Mailing Address
Administrative Office
PO Box 17039
Winston-Salem, NC 27116
Original check and transfer form must be mailed.

Physical Address
Administrative Office
4964 University
Parkway, STE 203
Winston-Salem, NC
27106

Phone/Business Fax/Alternate Fax
Main Telephone: 866-658-2845
Business Fax: 336-464-2343

APPLICATION SINGLE PREMIUM INDIVIDUAL DEFERRED ANNUITY	UPSTREAM LIFE INSURANCE COMPANY Administrative Office P. O. Box 17039 Winston-Salem, NC 27116 P: 866-658-2845 | F: 336-464-2343	*Home Office Use Only*

Annuity Applied For	**Single Premium: $**				
	☐ Secure Legacy MYGA **Guarantee Period:** ☐ 2-Year ☐ 3-Year ☐ 4-Year ☐ 5-Year ☐ 6-Year ☐ 7-Year ☐ 10-Year ☐ 15-Year **Riders:** ☐ Death Benefit Rider ☐ 10% Free Withdrawal Rider **Initial:**				
Annuitant	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female		
	SSN	Telephone	Email Address		
Joint Annuitant (if applicable)	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female		
	SSN	Telephone	Email Address		
Owner (if other than annuitant)	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female		
	SSN	Telephone	Email Address		
Joint Owner (if other than joint annuitant)	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female		
	SSN	Telephone	Email Address		
Beneficiary (Attach signed & dated sheet if multiple)	☐ Primary Beneficiary ☐ Contingent Beneficiary	% share	Date of Birth	SSN	Relationship to Owner
	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	
	Email Address	Telephone	Sex ☐ Male ☐ Female		
Beneficiary (Attach signed & dated sheet if multiple)	☐ Primary Beneficiary ☐ Contingent Beneficiary	% share	Date of Birth	SSN	Relationship to Owner
	Last Name	First Name	Middle Name		
	Street Address	City	State	Zip	

	Email Address		Telephone		Sex ☐Male ☐ Female
Beneficiary (Attach signed & dated sheet if multiple)	☐ Primary Beneficiary ☐ Contingent Beneficiary	% share	Date of Birth	SSN	Relationship to Owner
	Last Name	First Name		Middle Name	
	Street Address	City		State	Zip
	Email Address		Telephone		Sex ☐Male ☐ Female
Beneficiary (Attach signed & dated sheet if multiple)	☐ Primary Beneficiary ☐ Contingent Beneficiary	% share	Date of Birth	SSN	Relationship to Owner
	Last Name	First Name		Middle Name	
	Street Address	City		State	Zip
	Email Address		Telephone		Sex ☐Male ☐ Female
Owner(s) Verification (Attach signed & dated sheet if multiple)	☐ Driver's License State of Issue: _____ Number: _____ Expiration Date: _____		☐ Passport Country of Issue: _____ Number: _____ Expiration Date: _____		☐Other_____ State/Country of Issue: _____ Number: _____ Expiration Date: _____

Check One:
☐Non-Qualified ☐*Tax Qualified Plan
*If Tax Qualified Plan, this section must be completed.Check One:
☐ IRA ☐ Roth IRA ☐ SEP IRA ☐ Simple IRA ☐ Other

Source of Funds: *If other than New Money, complete application form.*
☐New Money
☐ 1035 Exchange
☐Qualified/Non-Qualified Transfer
☐Rollover

Producer Notes	List producer notes here

OWNER(S) ACKOWLEDGEMENT

Owners Signature – (All appropriate boxes must be checked or application will be deemed incomplete.)

Do you have any existing life insurance or annuity contract? ☐ Yes ☐No

Will this proposed contract replace or change any existing life insurance or annuity contract? ☐ Yes ☐No ☐ NA

*(If yes to either replacement question above, please complete and sign the appropriate **replacement form**.)*

Was your decision to purchase this annuity based on your Agent's recommendation? ☐ Yes ☐ No

By signing below:

I acknowledge and understand that annuities purchased with qualified funds are subject to the Required Minimum Distribution ("RMD") Rules. If I am currently taking Required Minimum Distributions, I understand that the RMD must be withdrawn before transferring funds. I believe this to be a suitable purchase for my financial status. Any applicable surrender and withdrawal provisions have been explained to me.

I agree to all terms and conditions as shown and have read and understand all of the statements made above. I agree that this application will be made part of the annuity contract. I acknowledge that the information provided on this form, regarding my financial circumstance, investment objectives, risk tolerance, identification information and any other information requested by my agent is complete and accurate to the best of my knowledge and belief. I acknowledge that this application is the basis for any Contract issued by Upstream Life Insurance Company (the "Company"). No information about me will be considered to have been given to the Company unless it is stated in the application and that I will notify the Company of any changes in the statements or answers given in the application between the time of the application and the delivery of the Contract.

I further acknowledge that neither the Company nor its representatives offer legal or tax advice and that I have been advised to consult my own personal attorney or tax advisor on any legal or tax matters. I acknowledge that I have been informed of various features of the annuity such as the potential surrender period and surrender charges, and applicable market value adjustments, potential tax penalties upon sale,exchange, surrender or annuitization, potential charges and features of riders. I believe that the annuity for which I am applying is suitable according to my insurance needs and financial objectives. I understand that the Producer does not have the Company's authorization to accept risk, pass on insurability, or make, void, or change any conditions or provisions of the application, contract, or receipt, as applicable. I understand that the Company has no liability until a contract is issued, delivered and accepted by the Owner and the premium is paid in full while the Owner and Annuitant are alive. I acknowledge receipt of any required state or federal law disclosures and notice of tax withholding on distributions or withdrawals. Fraud Notice: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Annuitant Signature X	Joint Annuitant Signature (*if applicable)*	Date
Owner Signature X	Joint Owner Signature (*if applicable)*	Date
Signed At (City)	(State)	(Zip)

PRODUCER(S) ACKOWLEDGEMENT

Producer Signature – (*All appropriate boxes must be checked or application will be deemed incomplete)*

Does the proposed client have any existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the proposed contract replace any existing life insurance or annuity contract? ☐ Yes ☐ No ☐ N/A

*(If yes to either replacement question above, please complete and sign the appropriate **replacement form**.)*

Was the decision to purchase this annuity based on your recommendation? ☐ Yes ☐ No

By signing below, I hereby certify and acknowledge the following:

A. To the best of my knowledge and belief, that all information in this application is true and accurate.

B. I further certify that I have explained any applicable surrender charges and withdrawal provisions contained in this annuity contract and I have fully and accurately disclosed all of the terms and conditions, including the interest rate structure of the annuity contract to the applicant.

C. I have made reasonable effort to obtain, and have obtained, information from the Owner(s) concerning the Owner(s) financial circumstances, investment objectives, risk tolerance and other information relevant to my recommendation.

D. It is my belief that based on the information the Owner(s) provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for is suitable for the Owner(s).

E. My recommendation to purchase the annuity applied for adheres to any standard of care required by applicable law, including – in the case the source of premium is from Qualified Funds – the Department of Labor's Fiduciary Rule (the "Rule"), in which case I have determined that the annuity being applied for is in the best interest of the Owner(s) and that my recommendation for the purchase of such annuity satisfies the requirements of an applicable exemption under the rule. I further acknowledge that the Company is not, where applicable, serving as a Financial Institution (as defined within the Rule).

F. I have verified the identity of the Owner(s) and believe the information each Owner provided to me regarding his or her identity is true and accurate.

Producer Name (Printed)	Producer Number	State Number (*if applicable)*
Telephone	Email	Agency Name (*if applicable)*
Producer Signature X	Split %	Date

IF JOINT CASE

Producer Name (Printed)	Producer Number	State Number (*if applicable)*
Telephone	Email	Agency Name (*if applicable)*
Producer Signature	Split %	Date

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ANNUITY SUITABILITY QUESTIONNAIRE

Do Not Sign Unless You have Read and Understand the Information in this Form.

Owner: Last _____ First _____ Middle _____

Date of Birth _____ Age _____ Sex _____

Entity: _____

Tax Status: _____ Relationship to Annuitant(s): _____

Form of Ownership: _____

Supporting documents (list): _____

Annual Income:	
Source of Income:	
Annual Household Income:	
Existing Assets:	
Existing Liquid Net Worth:	
Do you currently own any annuities? Please list:	☐ Yes ☐ No
Do you currently own life insurance? Please list:	☐ Yes ☐ No
Does your income cover all of your living expenses including medical?	☐ Yes ☐ No
Do you expect changes to your living expenses?	☐ Yes ☐ No
Do you anticipate changes in your out-of-pocket medical expenses?	☐ Yes ☐ No
Is your income sufficient to cover future changes in your living and/or out-of-pocket medical expenses during the surrender charge period?	☐ Yes ☐ No
Do you have an emergency fund for unexpected expenses?	☐ Yes ☐ No

Why are you purchasing this annuity? _____

What are your financial objectives for this purchase? (Check all that apply)

☐ Income ☐ Growth (long term) ☐ Safety of Principal and Income

☐ Safety of Principal and Growth ☐ Pass assets to a beneficiary or beneficiaries at death

☐ Other: _____

Describe your risk tolerance: (Check all that apply)

☐ Conservative ☐ Moderately Conservative ☐ Moderate ☐ Moderately Aggressive

☐ Aggressive ☐ Other: _____

Comments: _____

Describe your investment experience by type and length of time: _____

What is the source of the funds for the purchase of the proposed annuity? _____

How many years from today will you need access to your funds without a penalty? _____

Will the proposed annuity replace any product? ☐ Yes ☐ No

If yes, will you pay a penalty or other charge to obtain these funds? ☐ Yes ☐ No

If yes, the amount of the charge or penalty $ _____

Owner Initials	Date Signed	Joint - Owner Initials	Date Signed

Additional Information:

Note: The following three sections to be completed by the agent, insurer or Managing General Agent proposing purchase; each section requires a response; no section may be left blank or contain a response consisting of "None" or "N/A."

Advantages of purchasing the proposed annuity:

Disadvantages of purchasing the proposed annuity:

The basis for my recommendation to purchase the proposed annuity or to replace or exchange your existing annuity(ies):

X

Producer Signature

Date Signed

ACKNOWLEDGMENTS AND SIGNATURES

You're buying a financial product - an annuity.

To recommend a product that effectively meets Your needs, objectives and situation, the agent, broker or company needs information about you, Your financial situation, insurance needs and financial objectives.

If you check either box below, it means you have not given the agent, broker, or company some or all the information needed to decide if the annuity effectively meets Your needs, objectives and situation. You may lose protections under the State's Insurance Code if You sign this form or provide in accurate information.

Statement of Purchaser:

☐ **I REFUSE** to provide this information at this time.
☐ I have chosen to provide **LIMITED** information at this time.

If you checked either box below, "My annuity purchase IS NOT BASED on the recommendation of this agent or the insurer, it means You know that you're buying an annuity that was not recommended and understand You are buying an annuity that the agent, broker or company did not recommend to buy. If You buy without a recommendation, You understand you may lose protections under the State's Insurance Code.

Check One:

☐ My annuity purchase **IS NOT BASED** on the recommendation of this agent or the insurer.
☐ My annuity purchase **IS BASED** on the recommendation of this agent or the insurer.

DO NOT SIGN THIS FORM IF ANY ITEM HAS BEEN LEFT BLANK, BEFORE CAREFULLY REVIEWING THE INFORMATION RECORDED, OR IF ANY OF THE INFORMATION RECORDED IS NOT TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE. DO NOT SIGN THIS FORM UNLESS YOU HAVE READ AND UNDERSTAND IT.

X

Owner Signature

Date Signed

Joint-Owner Signature

Date Signed

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CLIENT SUITABILITY LETTER

If your client is 80 years or older and answers the Suitability Questionnaire "I **REFUSE** to provide this information at this time" or "I have chosen to provide **LIMITED** information at this time," please obtain a written and signed statement from the client that clarifies the following:

1. The client understands that the funds are not liquid.
2. The client understands that new surrender charges will be incurred and that surrender charges may be assessed upon the client's death, depending on the product applied for or optional liquidity riders selected.
3. Why does the client feel this is an appropriate purchase for them at this time?

You may also utilize this form to provide any additional information you believe will assist us in the suitability review. It is better to add a few sentences to over communicate the intent of the purchase to make the suitability clear.

Please provide a written explanation in the following space:

X

Owner Signature

Date

Joint-Owner Signature

Date

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INSURANCE AGENT (PRODUCER) DISCLOSURE FOR ANNUITIES

Do Not Sign Unless You have Read and Understand the Information in this Form.

Date:	
INSURANCE AGENT (PRODUCER) INFORMATION ("Me", "I", "My")	
First Name:	Last Name:
Business/Agency Name:	Business Mailing Address:
Business Telephone Number:	Email Address:
National Producer Number:	**Agent Number:**
CUSTOMER INFORMATION ("You", "Your")	
First Name:	Last Name:

What Types of Products can I Sell You?

I am licensed to sell annuities to You in accordance with state law. If I recommend that You buy an annuity , it means I believe that it effectively meets Your financial situation, insurance needs, and financial objectives. Other financial products, such as life insurance or stocks, bonds and mutual funds, also may meet Your needs.

I offer the following products:

- ☐ Fixed for Fixed Indexed Annuities
- ☐ Variable Annuities
- ☐ Life Insurance

I need a separate license to provide advice about or to sell non-insurance financial products. I have checked below any non-insurance financial products that I am licensed and authorized to provide advice about or to sell.

- ☐ Mutual Funds
- ☐ Stocks/Bonds
- ☐ Certificate of Deposits

Whose Annuities Can I Sell to You?
I am authorized to sell:

☐ Annuities from Only One (1) Insurer

☐ Annuities from Two or More Insurers

☐ Annuities from Two or More Insurers although I primarily Sell Annuities From:

_____

How I'm Paid for My Work:
It's important for You to understand how I'm paid for my work. Depending on the particular annuity You purchase, I may be paid a commission or a fee. Commissions are generally paid to Me by the insurance company while fees are generally paid to Me by the consumer. If You have questions about how I'm paid, please ask Me.

Depending on the particular annuity You Buy, I will or may be paid cash compensation as follows:

☐ Commission, which is usually paid by the insurance company or other sources. If other sources, describe:

_____

☐ Fees (such as a fixed amount, an hourly rate, or a percentage of your payment), which are usually paid directly by the customer.

☐ Other sources, describe:

_____

If you have questions about the above compensation I will be paid for this transaction. Please ask me.

I may also receive other indirect compensation resulting from this transaction (sometimes called "non-cash" compensation), such as health or retirement benefits, office rent and support, or other incentives from the insurance company or other sources.

By Signing below, You acknowledge that you have read and understand the information provided to You in this document.

X _____ _____
Signature of Owner (s) Date Signed

_____ _____
Signature of Joint Owner (if applicable) Date Signed

_____ _____
Signature of Spouse (required if community property state) Date Signed

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COMMUNITY PROPERTY STATES SPOUSAL EXISTENCE/BENEFICIARY DESIGNATION CONSENT FORM

CONTRACT INFORMATION:

Name of Contract Owner: _____ Contract Number (if known): _____

Spousal Existence:

I currently am a resident of one of the community property states: Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington or Wisconsin.

I currently: (Check one)

- ☐ Do have a spouse -spousal consent and spousal signature required below **if** spouse is **not** sole primary beneficiary.
- ☐ Do not have a spouse.

Signature of Contract Owner

This form dated at (City/State)_____on the_____day of_____,20_____

Signature of Owner X _____

Owner's Email Address _____ Owner's Telephone Number _____

Spousal

I have reviewed the beneficiary designation dated_____for the contract number above and, as the spouse of the contract owner, I consent to the beneficiary designation and all contributions of money or property to be used for the purchase of such accounts to be issued in my spouse's name, whether heretofore, now or hereafter, and I relinquish all my statutory or other rights thereto.

Signature of Spouse

This form dated at (City/State)_____on the_____day of_____,20_____

Signature of Owner's Spouse_____

Spouse's Email Address_____ Spouse's Telephone Number_____

SEPARATE FORM FOR EACH CONTRACT IS REQUIRED

For Home Office Use Only

Recorded By: _____ Date: _____

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REQUIRED MINIMUM DISTRIBUTION ELECTION

Before making any decision regarding your RMD, we urge you to consult your tax adviser or tax attorney.

PARTICIPANT INFORMATION

_____ _____

Name (please print your full name as it appears or your account) Contract Number

_____

Mailing Address

_____ _____ _____

City State Zip code

_____ _____ _____

Telephone SSN / FEIN Date of Birth (MM/DD/YYYY)

DISTRIBUTION ELECTION

*Note: RMD amounts are calculated on the **entire contract balance.***

CALCULATION METHOD

The required minimum distribution (RMD) amount is determined by Internal Revenue Service (IRS) regulations. These regulations are explained in IRS Publication 590. Each RMD will be calculated based on the Uniform Lifetime Table, unless the following exception applies to you and you have indicated so by checking the box below.

☐ My sole primary beneficiary is my spouse who is more than 10 years younger than I am. I elect to calculate the RMD based on the life expectancy from the Joint and Last Survivor Table.
Beneficiary's Date of Birth (MM/DD/YYYY) _____.

DISTRIBUTION METHOD

Note: If a distribution frequency is not selected, your RMD will be distributed annually.

Note: Withdrawals may be subject to surrender or penalty charges as well as market value adjustments.

☐ Current year distribution only: Calculate and distribute my **current** year required minimum distribution **immediately** upon receipt of this form. I understand that I am responsible for contacting the fund to request any future yearsRMD amounts.

☐ Systematic distribution: Calculate and distribute the required minimum distribution amount for **this year and all subsequent years**. If you elect this option we will continue to calculate and distribute your RMD amount for subsequent years until such time you notify us to discontinue the payments.
Begin systematic distributions on (MM/DD/YYYY) _____.
Frequency* (choose one) ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

☐ If you are turning 73 and this is your first RMD it may be distributed either in the year you turn 73 or by **April 1st** of the following year **(this request must be received between January and April 1st)**. Please calculate and distribute **my prior year deferred** required minimum distribution amount immediately. If you elect this option we will calculate and distribute your prior required distribution amount upon receipt. **We will also calculate and distribute your current year amount and all subsequent years** until such time that you notify us to discontinue the payments.
Begin current and subsequent distributions on (MM/DD/YYYY) _____.
Frequency* (choose one) ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

☐ Distribute a **one-time fixed amount immediately** upon receipt of this form. I understand that I am responsible for contacting Upstream Life Insurance Company to request any future year amounts. *(Must be equal to or LESS than the calculated RMD amount.)* $_____

PAYMENT METHOD *(All checks will be made payable to the registered account owner.)*

Note: If a payment method is not selected, your RMD will be issued as a check payable to you and mailed to your address of record. Your payment method will remain in force until we receive written notice from you requesting a change.

☐ Mail check to my address of record currently on file.

☐ Transfer funds electronically (EFT) – **An EFT form must be submitted.**

TAX WITHOLDING ELECTION: If selecting a settlement option use Form W-4P - Cat. No. 10255T, W-4P (2023). If selecting an Eligible Rollover Distribution, RMD , or a One-Time Withdrawal use Form W-4R - Cat. No. 75085T, W-4R (2023).

(Note: 10% Tax Automatically withheld if withholding option not elected.)

Federal Tax Withholding

Distributions from IRA's and qualified retirement plans that are not eligible for rollover are subject to federal income tax withholding unless you affirmatively elect **not** to have withholding apply to such payments. Generally, such distributions are subject to 10 percent withholding unless you elect to have an additional amount withheld or elect to have no withholding. You may make a withholding election by selecting one of the options below. Your election will remain in effect for any subsequent distributions unless you change or revoke it by providing us with a new election. Please select one of the following:

☐ I do **NOT** elect to have **federal** taxes withheld from my payments.

☐ I do **NOT** elect to have **state** taxes withheld from my payments.

☐ I **DO** elect to have **federal** income taxes withheld in the amount of $_____ or percentage of _____%.

☐ I **DO** elect to have **state** income taxes withheld in the amount of $_____ or percentage of _____%.

IMPORTANT TAXPAYER INFORMATION

I understand if there is a reportable distribution due to the withdrawal, it will be reported to the Internal Revenue Service (IRS) for the calendar year the withdrawal is made. If I am under age 59 ½, an IRS Federal Excise Tax may apply to the withdrawal. I understand that, due to State Regulations, the Company is required to withhold State Taxes regardless of the Federal election if I reside in CA, NC, OK, OR or GA. If I reside in DE, IA, KS, MA, ME, NE or VT, the Company is required to withhold State Income Tax if Federal Income Tax is withheld. I further understand that even if I elect not to have Federal Income Tax withheld, any reportable distribution will be reported to the IRS.

AGENT ACKOWLEDGEMENT

I certify that to the best of my knowledge, the above referenced Participant is requesting the above referenced RMD Election. I also certify that I have confirmed this RMD request with the Participant.

X_____ _____

Agent Signature Agent Name

SEPARATE FORM FOR EACH CONTRACT IS REQUIRED

[SIGNATURE PAGE FOLLOWS]

PARTICIPANT SIGNATURE PAGE
RMD ELECTION

STATE OF _____ **§**
§
COUNTY OF _____ **§**

OWNER ACKNOWELDGEMENT: By signing below, I acknowledge full understanding of the following:

I certify that I am the participant authorized to make these elections and that all information provided is true and accurate. I further certify that an Upstream Life Insurance Company representative has not given any tax or legal advice to me, and that all decisions regarding the elections made on this form are my own. Upstream Life Insurance Company is hereby authorized and directed to distribute funds from my account in the manner requested. Upstream Life Insurance Company may conclusively rely on this certification and authorization without further investigation or inquiry. I expressly assume responsibility for any adverse consequences which may arise from the election(s) and agree that Upstream Life Insurance Company and their representatives shall in no way be responsible and shall be indemnified and held harmless for any tax, legal or other consequences of the election(s) made on this form. **I have read and understand and agree to be legally bound by the terms of this form.**

The following statement is required by the IRS: Under penalty of perjury, I certify that the number shown on this form is my correct social security or taxpayer ID number and I am not subject to back-up withholding. I certify that I am not under guardianship, nor have I made any assignment, pledge, or executed any document affecting ownership or right to any monies due or to become due under this contract, and further that no proceedings in bankruptcy are pending to which I am a party.

X _____ _____

Participant Signature | Participant Name

_____ _____

Participant's Spouse Signature[1] | Participant's Spouse Name

[1] Required if in a community property state

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IRA ROLLOVER CERTIFICATION FORM

Contract Number (If available): _____ Telephone Number: _____

Contract Owner: _____ Social Security Number: _____

ROLLOVER INFORMATION

Type of Qualified Funds:

- ☐ *Traditional IRA*
- ☐ *Roth IRA*
- ☐ *Simple IRA*
- ☐ *403(b)*
- ☐ *401(k)/ 401(a)*
- ☐ *Thrift Savings Plan*
- ☐ *Pension Plan*
- ☐ *TSA*
- ☐ *Other*

Qualified Plan Type of Rollover Contribution:

- ☐ *Traditional IRA*
- ☐ *Roth IRA*
- ☐ *Simple IRA*

*Cash Amount: $*_____ ☐ *Pre-tax* ☐ *After-tax*

**Note: Please make checks payable to Upstream Life Insurance Company*

ROLLOVER REQUIREMENTS

- The funds deposited into the IRA or Qualified Plan must be deposited within 60 days of receipt;
- Rollover deposits cannot include any distributions which are a part of a series of substantially equal periodic payments;
- Rollover deposits may not include any distributions which represent a required minimum distribution;
- Rollover deposits must consist of the same assets originally distributed;
- In an IRA to IRA rollover, the assets cannot have been involved in a rollover in the past 12 months;
- Rollovers from Qualified Plans may consist of the proceeds from the sale of distributed property;
- Rollovers from Qualified Plans can consist only of tax deferred funds;
- A Traditional IRA inherited from someone other than a spouse is not eligible for rollover.
- Rollover deposits to a SIMPLE IRA can consist only of funds or securities distributed from a SIMPLE IRA

PLEASE READ AND SIGN

I certify that this deposit has met all of the above rollover eligibility requirements and assume full responsibility for any adverse tax consequences arising from this rollover. I further understand that rollover contributions have important tax implications and I have been advised to seek guidance from a tax professional.

This form dated at _____ *on the* _____ *day of* _____ *, 20* _____

City / State

X _____

Signature of Owner

upstream LIFE

IRA DISCLOSURE STATEMENT

These disclosures are being provided in connection with recommendations by Agent to the IRA Owner to purchase an annuity contract from Upstream Life Insurance Company.

- The following is a material conflict of interest relevant to the services provided by, and actions taken by, Agent in relation to the IRA Owner's investment decision.
  - Payment of Commission – The insurance company pays Agent a commission at the time you pay your premium, and at the time of any subsequent renewal. If you do not acquire the annuity, no commission will be paid to Agent (or any other person or entity).

- In the event of a dispute between the parties regarding the transaction disclosed hereby, such dispute shall be resolved by binding arbitration. By signing this Disclosure Statement, IRA Owner agrees as follows:

  This Agreement contains a binding, pre-disputed arbitration clause that may be enforced by the parties. By signing the Agreement, IRA Owner agrees as follows:
  - All parties to this Disclosure Statement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
  - Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
  - The panel of arbitrators will typically include a minority or arbitrators who were or are affiliated with the insurance industry.
  - The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.
  - The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Disclosure Statement.

  Any controversy arising out of or relating to any account from its inception, any business, transactions or relationships IRA Owner has now, had in the past or may in the future have with Agent, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Disclosure Statement, or to the breach thereof, or transactions or accounts maintained by IRA Owner with any Agent, and supervisory entity for Agent, predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association then in effect. IRA Owner's demand for arbitration shall be made within the same time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO IRA DISCLOSURE STATEMENT

Acknowledgement by Trustee and/or IRA Owner

The undersigned represents and acknowledges that he/she:

- Is the Trustee and/or IRA Owner;
- Has received the foregoing information;
- Approves the purchase of the insurance contract on behalf of the IRA;
- Acknowledges and agrees to the arbitration provision;
- The insurance contract being issued is only a funding vehicle for the Retirement Plan and is not intended to constitute a Plan Document or a Trust Agreement;
- The insurance contract being issued is consistent with the Retirement Plan's funding policy;
- The Employer, Trustee, and/or Retirement Plan Administrator assumes responsibility for the compliance with the tax and legal aspects of the following:
    - All details and responsibilities of the Retirement Plan's administration, including, but now limited to Retirement Plan loans and their repayment, providing Retirement Plan documents, other documentation, amendments, record keeping or consultation relative to the Retirement Plan's administration.
    - The Retirement Plan's compliance with the Internal Revenue Code and E.R.I.S.A., as amended including any reporting, disclosure and fiduciary rules; and
- Upstream Life Insurance Company is only responsible for its obligations under the terms of the annuity policy and is not a "Plan Administrator" or other fiduciary under E.R.I.S.A. nor will it perform the duties of a "Plan Administrator" or other fiduciary under E.R.I.S.A.

The undersigned Trustee and/or IRA Owner and Agent agrees to indemnify and hold harmless Upstream Life Insurance Company and any affiliates thereof for any liability arising out of Plan operations or administration, or for failure of the Plan to qualify for preferred tax status under the Internal Revenue Code.

Received, approved and agreed by Trustee:

_____
Trustee Name

_____
Trustee Signature

_____
Date

Note: The purpose of this disclosure statement is to provide important information for the Trustee and IRA Owner to consider in determining whether to purchase an individual fixed rate annuity with the IRA assets. In that regard, the information is also intended to satisfy the requirements and conditions of U.S. Department of Labor Prohibited Transaction Exemption 84-24.

Received, approved and agreed by IRA Owner:

_____
IRA Owner Name

X _____
IRA Owner Signature

_____
Date

Disclosed and agreed by Agent:

_____
Agent Name

X _____
Agent Signature

_____
Date

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QUALIFIED / NON-QUALIFIED TRANSFER 1035 EXCHANGE FORM

TO BE COMPLETED BY THE CLIENT

Annuitant	Last Name	First Name	Middle Name
	Street Address	City	State / Zip
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female
	SSN	Telephone	Email Address
Joint Annuitant (if applicable)	Last Name	First Name	Middle Name
	Street Address	City	State / Zip
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female
	SSN	Telephone	Email Address
Owner (if other than annuitant)	Last Name	First Name	Middle Name
	Street Address	City	State / Zip
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female
	SSN	Telephone	Email Address
Joint Owner (if other than joint annuitant)	Last Name	First Name	Middle Name
	Street Address	City	State / Zip
	Date of Birth (MM/DD/YYYY)	Age	Sex ☐ Male ☐ Female
	SSN	Telephone	Email Address
Current Contract / Policy / Account Information	Company		Telephone
	Street Address	City	State / Zip
	Contract / Policy / Account Number(s)		

NON-QUALIFIED TRANSFER TO LIFE OR ANNUITY CONTRACT

Liquidate and transfer the: ☐ Full Amount ☐ Partial Amount of: $ _____ or _____%

When: ☐ On the maturity date of: _____/_____/_____ ☐ Upon Upstream Life Insurance Company's receipt of this request

From: ☐ CD ☐ Mutual Fund ☐ Checking ☐ Savings ☐ Other: _____

Upstream Life Insurance Company will apply all such funds received to a life or annuity contract issued to me.

QUALIFIED TRANSFER / ACCOUNT ROLLOVER TO ANNUITY CONTRACT

Liquidate and transfer the: ☐ Full Amount ☐ Partial Amount of: $ _____ or _____%

When: ☐ On the maturity date of: _____/_____/_____ ☐ Upon Upstream Life Insurance Company's receipt of this request

From: ☐ IRA ☐ Roth IRA ☐ SEP IRA ☐ Simple IRA ☐ Other: _____

To: ☐ IRA ☐ Roth IRA ☐ SEP IRA ☐ Simple IRA ☐ Other: _____

This amount represents all or part of my eligible rollover distribution to an eligible plan as defined under applicable tax laws.

I intend that this transfer be accomplished as trustee-to-trustee, in a non-taxable manner, in accordance with IRS rulings, and not constitute receipt by me for federal income tax purposes. I understand that I am purchasing this annuity in an IRA or other tax-qualified plan. Since IRAs and other tax-qualified plans are already afforded tax-deferred status, there is no additional tax deferral benefit in this annuity. I am purchasing this annuity because I value other features, such as income payments, principal protection or death benefit protection, and I am willing to pay an additional cost associated with such features.

Prior Distribution Information (Participants age 70 and older only): If you have attained age of 73 the IRS requires annual minimum distribution from your qualified account(s). If you are requesting a qualified transfer, the IRS allows you to transfer your entire IRA balance, including the minimum distribution, without incurring the 50% excess accumulation penalty. However, the full Required Minimum Distribution amount must be taken by December 31st of the current calendar year.

This is a transfer and my Required Minimum Distribution (RMD) amount for this tax year should be handled as follows:

☐ My RMD has already been taken for the current year.

☐ Distribute my RMD to me before transferring my funds to Upstream Life Insurance Company.

☐ Proceed with the transfer; I will take responsibility for taking my RMD before December 31st of the current year.

I understand that if I take the RMD for the current year from the Upstream Life Insurance Company contract, surrender charges will be deducted.

1035 EXCHANGE / ABSOLUTE ASSIGNMENT OF LIFE OR ANNUITY CONTRACT

1035 Exchange: ☐ Full Amount ☐ Partial Amount of: $ _____ or _____%

When: ☐ On the maturity date of: ____/____/____ ☐ Upon Upstream Life Insurance Company's receipt of this request

From: ☐ CD ☐ Mutual Fund ☐ Checking ☐ Savings ☐ Other: _____

I, the undersigned, hereby state that I am the owner of the above life insurance, endowment or annuity contract ("Contract"). I hereby assign and transfer the specified portion of my right, title and interest in the Contract to Upstream Life Insurance Company. I irrevocably waive all rights, claims and demands under the Contract. I hereby declare that the Contract is not subject to any assignment, pledge, collateral assignment or other lien and that no proceeding in bankruptcy or insolvency, voluntary or involuntary, have been instituted by or against me and that I am not under guardianship or any legal disability.

The purpose of this transfer is to affect a direct nontaxable exchange of the Contract pursuant to Section 1035 of the Internal Revenue Code. I understand and agree that the cost basis in the contract issued by Upstream Life Insurance Company shall be determined based upon the cost basis information provided by the above-referenced surrendering company. I further understand and agree that Upstream Life Insurance Company assumes no responsibility in determining or verifying the cost basis of the new contract issued by it. I acknowledge and agree that if Upstream Life Insurance Company does not receive cost basis information acceptable to it, the cost basis of the contract issued by Upstream Life Insurance Company will be zero.

I understand and agree that Upstream Life Insurance Company will request that the surrendering company totally or partially surrender the original Contract immediately upon receipt of this request, and that Upstream Life Insurance Company assumes no liability for any action by the surrendering company that results in a delay in paying the surrender proceeds or for any changes in the payment amount. I understand and agree that Upstream Life Insurance Company makes no representations concerning the tax treatment of this matter under Internal Revenue Code Section 1035 or otherwise, and that Upstream Life Insurance Company has no responsibility or liability for the validity of this assignment. I understand that Upstream Life Insurance Company will apply the transfer funds it receives as premium on the contract it issues, and that the contract values and terms of the above identified surrendered Contract may differ substantially from those in the contract issued by Upstream Life Insurance Company.

IF FUNDS ARE COMING FROM A SURRENDERED LIFE OR ANNUITY CONTRACT

Attach original contract or initial here: _____
I / (We) certify that the original contract is lost or destroyed and cannot be found after a careful search.

IMPORTANT ACKNOWLEDGMENTS

I understand that by signing this form, I hereby authorize the Company listed under Current Contract / Policy / Account Information Section to immediately surrender and transfer my policy / contract to Upstream Life Insurance Company.

I understand that if I return the Upstream Life Insurance Company contract under the "free look" provision, the exchanged / transferred contract may not be eligible for reinstatement because it has already been surrendered or partially surrendered. Also, if I return the contract under the "free look" provision, Upstream Life Insurance Company has no liability beyond the return of the cash surrender or the partial surrender value of an exchanged / transferred contract.

I understand that if the new contract if for life insurance, coverage does not go into effect and no liability exists for Upstream Life Insurance Company until: (1) Upstream Life Insurance Company receives the cash surrender or partial surrender value of the exchanged / transferred contract; (2) there has been no change in the health of the Proposed Insured(s) that would change the answers in the application; and (3) the premium is fully paid, and the contract is delivered to and accepted by me. For transfers to an Upstream Life Insurance Company annuity, I understand that the date that the proceeds are received from the surrendering insurance company will be the date on which coverage first becomes effective under the Upstream Life Insurance Company contract.

I understand that the proposed transfer may have important tax consequences and/or surrender / withdrawal penalties. I acknowledge that Upstream Life Insurance Company assumes no responsibility or liability for any penalty or for any tax treatment of this matter under the Internal Revenue Code or otherwise, and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. Further, I certify that no proceedings in bankruptcy or insolvency, voluntarily or involuntarily, are pending against me.

OWNER(S) SIGNATURE

This form dated at (City/State) _____ on the _____ day of _____, 20_____.

_____	X _____	_____
Owner's Printed Name	Owner's Signature	Date
_____	_____	_____
Joint Owner's Printed Name	Joint Owner's Signature	Date
_____	_____	_____
Owner's Spouse Printed Name[1]	Owner's Spouse Signature	Date

UPSTREAM LIFE INSURANCE COMPANY AGREES TO ACCEPT THE TRANSFER FOR THE PLAN ESTABLISHED ON BEHALF OF THE NAMED OWNER. WE ACCEPT APPOINTMENT AS SUCCESSOR CUSTODIAN OF THE ABOVE ACCOUNT AND REQUEST THE LIQUIDATION AND TRANSFER OF FUNDS AS INDICATED ABOVE.

SIGNATURE GUARANTEE (If required by Surrendering Company)	**ACCEPTED BY** (Signature & Title of Authorizing Officer of Upstream Life Insurance Company)

CHECKS SHOULD BE MADE PAYABLE TO:	**MAILING ADDRESS:**	**OVERNIGHT / PHYSICAL ADDRESS:**
Upstream Life Insurance Company FBO: _____	Administrative Office P.O. Box 17039 Winston-Salem, NC 27116 P: 866-658-2845 F: 336-464-2343	Administrative Office 4964 University Parkway, STE 203 Winston-Salem, NC 27106

FOR PRODUCER EXPLANATION, REMARKS AND / OR REQUESTS, PLEASE ATTACH ADDITIONAL PAGES

[1] Required if in a community property state

upstream LIFE

LIFE INSURANCE OR ANNUITY REPLACEMENT NOTICE

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased, and in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, or an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon death to the insured.

We want you to understand the effects of replacements before you make your purchase decision, and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating your existing policy or contract? ☐ Yes ☐ No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? ☐ Yes ☐ No

If you answered "Yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number) and whether each policy or contract will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY NUMBER	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because _____.

I have received and read a copy of this Replacement Notice.

I certify that the responses herein are, to the best of my knowledge, accurate:

_____	X _____	_____
Applicant's Printed Name	Applicant's Signature	Date
_____	X _____	_____
Producer's Printed Name	Producer's Signature	Date

I do not want this notice read aloud to me. _____

Note: Applicant(s) must initial only if they do not want the notice read aloud.

HOME OFFICE

upstream LIFE

LIFE INSURANCE OR ANNUITY REPLACEMENT NOTICE

PO Box 27647 Salt Lake City, UT 84127 • Phone (855) 882-0346 • Fax (888) 433-4795

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased, and in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, or an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon death to the insured.

We want you to understand the effects of replacements before you make your purchase decision, and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating your existing policy or contract? ☐ Yes ☐ No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? ☐ Yes ☐ No

If you answered "Yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number) and whether each policy or contract will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY NUMBER	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because _____.

I have received and read a copy of this Replacement Notice.

I certify that the responses herein are, to the best of my knowledge, accurate:

_____	✗ _____	_____
Applicant's Printed Name	Applicant's Signature	Date
_____	x _____	_____
Producer's Printed Name	Producer's Signature	Date

I do not want this notice read aloud to me. _____
Note: Applicant(s) must initial only if they do not want the notice read aloud.

APPLICANT

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

PREMIUMS:
Are they affordable?
Could they change?
You're older – are premiums higher for the proposed new policy?
How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:
New policies usually take longer to build cash values and to pay dividends.
Acquisition costs for the old policy may have been paid, you will incur costs for this new one.
What surrender charges do the policies have?
What expense and sales charges will you pay on the new policy?
Does the new policy provide more insurance coverage?

INSURABILITY:
If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
You may need a medical exam for a new policy.
Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:
How are premiums for both policies being paid?
How will the premiums on your existing policy be affected?
Will a loan be deducted from death benefits?
What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:
Will you pay surrender charges on your old account?
What are the interest rate guarantees for the new contract?
Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:
What are the tax consequences of buying the new policy?
Is this a tax free exchange? (See your tax advisor)
Is there a benefit from favorable "grandfathered" treatment of the old policy under the Federal Tax Code?
Will the existing insurer be willing to modify the old policy?
How does the quality and financial stability of the new company compare with your existing company?

APPLICANT

upstream LIFE

Non-resident Sales Verification Form

PO Box 17039 Winston-Salem, NC 27116 • Phone 866-658-2845 • Fax 336-464-2343

1. Instructions and Definitions:

This form must be completed and submitted with an annuity application any time an application is signed in a state other than the state in which the contract owner resides and/or works.

"Application State" is the state in which the contract owner signs the application and where the annuity contract has been solicited. The Application State must be a state in which the agent is licensed and the annuity product being solicited is approved.

"Resident State" is the state in which the contract owner has a primary residence and receives mail on a regular basis. For purposes of this definition, a primary residence cannot be a temporary residence such as a time share or vacation rental. Where the contract owner is a business entity, Resident State means the state in which the business entity has its principal place of business. Where the contract owner is a trust, Resident State means the state in which the trust was created or the state in which the trustee lives or regularly conducts business.

2. Applicant Information:

Contract Owner	Tax ID # (last four digits) XXX-XX-	
Residence Street Address		
City	State	Zip
Application State		

3. Reasons for Solicitation:

☐ Applicant has a resident address in the Application State. (Please provide below)

☐ Applicant works or has a business address in the Application State. (Please provide below)

Street Address _____ City _____ State _____ Zip _____

☐ Applicant is a relative or family member of the producer who is licensed in the Application State.

☐ Applicant is not the annuitant and the Application State is the annuitant's Resident State.

☐ Other (Please explain) _____

4. Acknowledgements:

I acknowledge and affirm that all communications, solicitation and application for the annuity I am purchasing occurred in the Application State as indicated above and that I signed the application in the Application State. I also affirm that my agent has explained the differences, if any, between the annuity product approved for sale in the Application State and the product approved in the Resident State.

Signature of Applicant _____ Date _____

5. Agent Statement:

I attest to the following:

- I am a duly licensed and appointed agent in the Application State, as indicated above.
- The entire solicitation for the annuity was made in accordance with the laws and regulations of the Application State.
- The annuity application was taken in the Application State.
- The annuity contract solicited is approved in both the Resident State and the Application State. I have advised the applicant of any state specific differences between the annuity contract as approved in the Application State and the annuity contract as approved in the Resident State.

Agent Name (Please Print) _____ Agent Number _____

X

Signature of Agent _____ State License Number _____

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TRUSTEE CERTIFICATION OF TRUST

TO BE COMPLETED BY TRUSTEES

TRUST INFORMATION:

In consideration of your opening and /or maintaining one or more accounts for the Trust named below, we the undersigned below, Trustees, certify as follows:

The full title of the trust to which this Trustee Certification applies is: _____

_____

a. The date of the Trust is: _____

b. The date of any Trust Amendments are (if any): _____

c. There are no Trustees of the Trust other than the undersigned: _____

d. The Grantors of the Trust are: _____

e. The Tax ID# of the Trust is: _____

ACKNOWLEDGMENT:

- We acknowledge receiving and reviewing all pertinent account documentation and agreements.
- We, the Trustees, jointly and severally indemnify you and hold you harmless from any liability for effecting requested transactions of any type.
- We agree to inform you in writing of any amendment to the Trust, any change in the composition of the Trustees, or any other event which could materially alter the Trust Certifications made above. You may rely on the continued validity of the Trust Certification indefinitely absent actual receipt of such notice.
- We agree to provide you with a copy of the title page, signature page, and successor trustee sections of our Trust Agreement and any amendments, or a current Certificate of Trust, if available, and any other documentation required for you to ascertain the current Trustee of the Trust.

Policy Request must be: ☐ **signed by all trustees** ☐ **signed by two trustees** ☐ **signed by one trustee**
(Default is all trustees)

TRUSTEES - ALL TRUSTEES MUST SIGN AND PROVIDE INFORMATION

We hereby certify that the undersigned are all the Trustees, and that you are authorized to accept orders and other instructions from the individuals listed below, pursuant to the terms of the Trust and applicable law, including check signing and withdrawal privileges.

I. _____ **X** _____ _____
Trustee Name (Print) **Trustee Signature** **Date**

_____ _____
Trustee Date of Birth **Last 4 #'s of the Social Security Number**

_____ _____ _____ _____
Trustee Street Address **City** **State** **Zip Code**

II. _____ **X** _____ _____
Trustee Name (Print) **Trustee Signature** **Date**

_____ _____
Trustee Date of Birth **Last 4 #'s of the Social Security Number**

_____ _____ _____ _____
Trustee Street Address **City** **State** **Zip Code**

III. _____ **X** _____ _____
Trustee Name (Print) **Trustee Signature** **Date**

_____ _____
Trustee Date of Birth **Last 4 #'s of the Social Security Number**

_____ _____ _____ _____
Trustee Street Address **City** **State** **Zip Code**

IV. _____ **X** _____ _____
Trustee Name (Print) **Trustee Signature** **Date**

_____ _____
Trustee Date of Birth **Last 4 #'s of the Social Security Number**

_____ _____ _____ _____
Trustee Street Address **City** **State** **Zip Code**

(All Trustees must sign. Attach an extra page if necessary)

**Should only one person execute this agreement, it shall constitute a representation that the signer is the sole Trustee. Where applicable, plural references in this Certification shall be deemed singular.*

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TRUST AND OTHER NON-NATURAL OWNER

72(u) Tax Deferred Treatment Certification Form

1. Contract Information

Contract #

Name of Annuitant

Telephone Number

Name of Owner (if different from Annuitant)

Telephone Number

Owner's Street Address, City, State, Zip

2. Tax Information as it pertains to Designation of Non-Natural Owner

Please read the following if you intend to designate a non-natural entity as the owner of your Upstream Life Insurance Company Annuity Contract.

Definition of non-natural owner – a non-natural owner is something other than a living person, including trusts, estates, and other such entities.

The Tax Reform Act of 1986 made several changes to the Internal Revenue Code. For non-qualified annuities purchased after March 1, 1986, Section 72(u) of the Internal Revenue Code states that if an annuity contract is owned by a non-natural owner, the income of the contract shall be treated as ordinary income received or accrued by the owner during the taxable year. As a result, Upstream Life Insurance Company will treat this contract as owned by a non-natural owner unless this contract is:

- An annuity acquired by the estate of a decedent by reason of death of the decedent, or
- An annuity that is held by a trust or other entity as agent for a natural person.

If either of the above exceptions applies to you, Upstream Life Insurance Company will treat your contract as tax deferred. In order to notify Upstream Life Insurance Company of your qualifying exception, you must sign this form and submit it to the Home Office address indicated below.

Upstream Life Insurance Company is unable to render tax advice, and therefore, we suggest that you consult your tax counsel or tax advisor to determine if Section 72(u) is applicable to you.

3. Acknowledgment / Signature(s)

I understand that under Section 72(u) of the Internal Revenue Code, a non-natural owner may own an annuity contract and be entitled to the tax-deferred status if certain circumstances apply. I certify that the trust and non-natural owner will qualify for the tax-deferral exception under Section 72(u) of the Code.

I have consulted with my tax advisor in determining qualification for one of the above exceptions. I hereby hold Upstream Life Insurance Company harmless from any adverse tax consequences that may arise as a result of an incorrect interpretation of these exceptions to Section 72(u).

Signature of Trustee — Date — Printed Name of Trustee

Signature of Trustee — Date — Printed Name of Trustee

Name of Corporate Officer (if applicable)

Signature of Corporate Officer (if applicable) — Date — Printed Name of Corporate Officer

Signature of Corporate Officer (if applicable) — Date — Printed Name of Corporate Officer

PO Box 17039, Winston-Salem, NC 27116 • Toll Free 866-658-2845 •Fax 336-464-2343

upstream LIFE

INHERITED IRA ELECTION FORM

1) Deceased IRA Owner's Information

All fields are required.

Name *(please print the owner's full name as it appears on the policy)*

Policy Number

Mailing Address *(including apartment or box number)*

Social Security Number

City | State | Zip Code

Date of Birth

Current IRA Custodian

Date of Death

2) IRA Beneficiary's Information

All fields are required.

Name

Policy Number (if known)

Mailing Address *(including apartment or box number)*

Social Security or Taxpayer ID Number

City | State | Zip Code

Date of Birth or Trust

Email Address (Optional)

Daytime Telephone Number

3) TERMS & CONDITIONS

I am a named beneficiary of the individual retirement account/individual retirement annuity listed above and want to establish an Inherited IRA with Upstream Life Insurance Company. I understand the following terms and conditions:

1) Withdrawal charges may apply to the Inherited IRA.
2) The guarantee period applied for must be shorter than ten years.
3) The account value must be distributed to the Beneficiary by the end of ten years following the year of the owner's date of death.

4) ACKNOWLEDGEMENT

By signing below, I acknowledge that I have read and understand the provisions of this form. I understand that Upstream Life Insurance Company, its employees, and agents do not provide tax advice and that I am responsible for obtaining tax advice from other sources. I understand that I am solely responsible for withdrawing the total account value before the end of the tenth year after the owner's date of death and I am solely responsible for all tax consequences arising from my election to establish an Inherited IRA with Upstream Life Insurance Company.

Signature of Beneficiary | Title, if applicable | Date

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APPLICANT'S STATEMENT
QUALIFIED RETIREMENT PLANS

Annuity Contract Issued in Connection with Retirement Plan under Internal Revenue Code Section 401 (a) or 401(k), including a Profit Sharing or Pension Plan providing Retirement Benefits for Individuals, Partnerships, or Corporations.

The Applicant of this Annuity acknowledges that:

1. The Annuity being issued is only a funding vehicle for the Retirement Plan and is not intended to constitute a Plan Document or a Trust Agreement;

2. The Annuity being issued is consistent with the Retirement Plan's funding policy;

3. The Purchaser and Owner of the Annuity is the Trust created for the Retirement Plan and all transactions, reports and correspondence with Upstream Life Insurance Company will be performed directly with the Trustee only and not with any individual participant in the Plan;

4. The Employer, Trustee, and/ or Retirement Plan Administrator assumes responsibility for the compliance with the tax and legal aspects of the following:

   A. All details and responsibilities of the Retirement Plan's administration including but not limited to Retirement Plan loans and their repayment, providing Retirement Plan documents, other documentation, amendments, record keeping, or consultation relative to the Retirement Plan's administration.

   B. The Retirement Plan's compliance with the Internal Revenue Code and E.R.I.S.A., as amended including any reporting, disclosure and fiduciary rules;

5. Upstream Life Insurance Company is only responsible for its obligations under the terms of the annuity policy and is not a "Plan Administrator" or other fiduciary under E.R.I.S.A. nor will it perform the duties of a "Plan Administrator" or other fiduciary under E.R.I.S.A.;

6. This annuity is not purchased to provide distribution of benefits to participants and the Plan's liability for such benefits is not transferred to the annuity provider.

The Applicant Trustee agrees to indemnify and hold harmless Upstream Life Insurance Company and any affiliates thereof for any liability arising out of Plan operations or administration, or for failure of the Plan to qualify for preferred tax status under the Internal Revenue Code.

Applicant Trustee's Name _____
Print

Applicant Trustee's Signature _____ Date _____

Writing Agent Name _____
Print

Writing Agent Signature X _____ Date _____

RETURN TO HOME OFFICE

NOTES