

# Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200, Bellevue, WA 98004

Claims Department Mailing Address:

PO Box 1230 | Enfield, CT 06083

Phone 1-877-377-6773 | Fax 1-877-737-3650 | TTY/TDD 1-800-833-6388

# Symetra Life Insurance Company Tax Services Agreement

Policyholder: Williamson County

Policy(ies):

**Effective Date** 

Policy Number

✓ Group Short Term Disability Income Insurance:

11/1/2015

01-016850-00

Group Long Term Disability Income Insurance:

11/1/2015

01-016850-00

Tax Services Effective Date: 11/1/2015

Policyholder Tax Identification Number (TIN):

This Tax Services Agreement (the "Agreement") is between Symetra Life Insurance Company (herein "Symetra," "We," "Us," or "Our") which has issued and insures the group insurance policy(ies) named above (the "Policy") and the Policyholder (herein "You" or "Your").

IN CONSIDERATION OF the mutual promises contained herein and in the Policy(ies), You and We agree as follows.

#### A. STANDARD TAX SERVICES

- 1. You authorize Us to, and We will, withhold and deposit applicable and properly elected United States federal income taxes and state income taxes as well as applicable employee FICA taxes from disability benefits/sick pay. We will make timely filings with the appropriate United States federal and state agencies.
- 2. We will deposit the taxes using Our tax identification number and will timely notify You of these payments. We will provide this notification to You on Sick Pay Reports.
- 3. We assume no responsibility for Your share of FICA taxes, except to the extent that You elect Our STD FICA Match Service or LTD FICA Match Service pursuant to this Agreement.
- 4. We assume no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits We are paying.
- 5. We will prepare and deliver to You the annual summary reports of benefits paid.
- 6. The territory of service is limited to the United States of America.

### **B. SUPPLEMENTAL TAX SERVICES**

You authorize Us to, and We will provide, the Supplemental STD Tax Services and Supplemental LTD Tax Services, as applicable, selected in Appendix A (if any). If you decline all Supplemental STD Tax Services and Supplemental LTD Tax Services, We will provide only the Standard Tax Services set forth above.

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Symetra Life Insurance Company and First Symetra National Life Insurance Company of New York are subsidiaries of Symetra Financial Corporation. Both subsidiaries are separately responsible for their own financial obligations.

C. HOW TAX SERVICES APPLY TO YOUR LOCATIONS, DIVISIONS, OR EMPLOYEE CLAS	
	Our tax services under this Agreement will apply to all locations, divisions and/or classes of the Policy(ies).

☐ Yes ☐ No

If no, complete Appendix B, listing all locations, divisions and/or classes that will have tax services that differ from the selections in the Supplemental STD Tax Services form and Supplemental LTD Tax Services form, as applicable.

## D. GENERAL PROVISIONS

#### 1. Term

This Agreement will be effective until the conclusion of all tax reporting periods associated with the Policy(ies), unless this Agreement is terminated earlier by mutual agreement of the parties.

### 2. Changing Selected Tax Services

You agree that any service change regarding Forms W-2 must be requested in writing on or before November 15th of the current tax year. Any change in W-2 Services after November 15th may result in employees receiving Forms W-2 after January 31st or possible duplicate forms issued from both Us and You.

You agree that any service change regarding STD FICA Match Service or LTD FICA Match Service will be effective on January 1st following the date on which a new Supplemental STD Tax Services form or Supplemental LTD Tax Services form has been signed and submitted to Us.

#### 3. Accurate and Timely Information

You agree to provide Us with accurate and timely information to provide selected tax services, including information to determine the taxable portion of the benefits. Submission of incorrect taxable portion of benefits by You which later requires Us to retroactively correct claimant net benefits may result in fees payable to Us to cover reasonable processing.

#### 4. Reporting

We make available to you an online Portal (the "Portal") that will enable You to generate or obtain certain reports, which may include the Sick Pay Reports. Unless otherwise noted by You in writing to Us, You agree to utilize the Portal to generate or obtain reports that are available via the Portal, including Sick Pay Reports (as applicable), and will not look to Us to provide such reports via any other delivery method. You agree to give Us prompt written notice of (i) any suspected error or omission or (ii) Your inability to generate or obtain reports via the Portal.

From time to time, You may request that We provide ad-hoc reports and analysis. Prices for such reports will be mutually agreed to by the parties.

#### 5. Hold Harmless

You agree to indemnify and hold Us harmless from any and all liability, including but not limited to fines or penalties that may result from erroneous, incomplete, or untimely information provided by You to Us in connection with the selected tax services and Our performance of the services under this Agreement.

## 6. Pricing for Selected Tax Services

You agree that the STD FICA Match Service and LTD FICA Match Service will require underwriter review. If selection of this service results in a change in premium, We will promptly notify You.

## 7. Entire Agreement

This Agreement and any attached Appendices embody the entire agreement between Us and You concerning Our provision of tax services in conjunction with the Policy(ies). There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, prior business relationships, representations or agreements, either verbal or written, between the parties. This Agreement may be modified only by agreement of the parties in writing.

Signed for the Policyholder:	Signed for Symetra Life Insurance Company:	
Signature of Authorized Representative	Signature of Authorized Representative	
	HARRY MONTI VP OPERATIONS	
Name and Title of Authorized Signer	Name and Title of Authorized Signer	
Date	Date	



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# Appendix A to Tax Services Agreement

## **Supplemental STD Services**

W-2	SER	/ICES	(select	one)
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	You authorize Us to, and We will, prepare Forms W-2 United States federal and state agencies.	? for payees and file such forms with the appropriate			
	<ul> <li>We will postmark by January 31st of each year containing sick pay information to payees and make and State requirements regarding income tax, Social</li> </ul>	, or such other date required by law, Forms W-2 e information return filings in accordance with Federal al Security, and Medicare tax.			
	<ul> <li>We will issue Forms W-2 using Our tax identification number.</li> </ul>				
	<ul> <li>If the Policy is terminated, We will continue to provi disability benefits/sick pay payments on all claims in</li> </ul>	de Forms W-2 and make information return filings for acurred prior to termination of the Agreement.			
	You decline Our service to prepare Forms W-2 for preporting disability benefits/sick pay. We will provide required by Federal law to enable You to prepare Forms	You by January 15th of each year the information			
	If You decline W-2 services, STD FICA Match Service I	If You decline W-2 services, STD FICA Match Service may not be selected below.			
STI	STD FICA MATCH SERVICE (select one)				
You authorize Us to, and We will, pay Your share of FICA Service will require underwriter review. If selection of this se fees, We will promptly notify You.		FICA taxes. You agree that adding STD FICA Match his service results in a change in monthly premium o			
	If You request a monthly invoice itemizing the FICA taxes paid on Your behalf, You agree to remit payment to Us upon receipt of the invoice. When invoicing is requested, You must remit payment to Us within three business days of receipt of Our monthly invoice.				
	W-2 Services must be selected above if You authorize STD FICA Match Services.				
	You decline Our FICA Match Service and will report and deposit Your share of any FICA tax withheld fr benefits paid, if applicable.				
Sig	Signed for the Policyholder: Si	gned for Symetra Life Insurance Company:			
Signature of Authorized Representative		gnature of Authorized Representative  HARRY Monry VP OVERATIONS			
Name and Title of Authorized Signer		ame and Title of Authorized Signer			
		7/28/15			
Date		ate			

Symetra® is a registered service mark of Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Symetra Life Insurance Company, which does not solicit business in the state of New York and is not authorized to do so, is the parent company of First Symetra National Life Insurance Company of New York, 260 Madison Avenue 8th Floor, New York, NY 10016.

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# Appendix A to Tax Services Agreement

## Supplemental LTD Services

W-2	SERVICES (select one)				
You authorize Us to, and We will, prepare Forms W-2 for payees and file such forms wit United States federal and state agencies.					
	<ul> <li>We will postmark by January 31st of each containing sick pay information to payees and and State requirements regarding income tax,</li> </ul>	year, or such other date required by law, Forms W-2 make information return filings in accordance with Federal Social Security, and Medicare tax.			
	We will issue Forms W-2 using Our tax identified	cation number.			
	<ul> <li>If the Policy is terminated, We will continue to disability benefits/sick pay payments on all clai</li> </ul>	provide Forms W-2 and make information return filings for ms incurred prior to termination of the Agreement.			
	reporting disability benefits/sick pay. We will pro	for payees or file Federal and State information returns vide You by January 15th of each year the information Forms W-2 for its active and terminated employees.			
	If You decline W-2 services, LTD FICA Match Services	vice may not be selected below.			
LTD	FICA MATCH SERVICE (select one)				
	You authorize Us to, and We will, pay Your share of FICA taxes. You agree that adding LTD FICA Matc Service will require underwriter review. If selection of this service results in a change in monthly premium of fees, We will promptly notify You.				
	If You request a monthly invoice itemizing the FICA taxes paid on Your behalf, You agree to remit paymen to Us upon receipt of the invoice. When invoicing is requested, You must remit payment to Us within three business days of receipt of Our monthly invoice.				
	W-2 Services must be selected above if You authorize LTD FICA Match Services.				
	You decline Our FICA Match Service and will report and deposit Your share of any FICA tax withheld from benefits paid, if applicable.				
Sigr	ned for the Policyholder:	Signed for Symetra Life Insurance Company:			
Signature of Authorized Representative		Signature of Authorized Representative  HARRY Moure VP OPERATIONS			
Nan	ne and Title of Authorized Signer	Name and Title of Authorized Signer			

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## **Appendix B to Tax Services Agreement**

Listing of all Locations, Divisions and/or Classes that will have Different Tax Services

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