.... MassMutual

Individual Broker Submission Checklist

Instructions: To execute this Individual Broker Contract, please complete this form in all the following areas:

MassMutual On-boarding Form: (please complete for producer (s))

 For MassMutual appointment procedures, please refer to the note at the top of the form.

Authorization and Authority for Release Information Form: (please sign and date)

Pages 1, 8, and 9 of Agreement: (please completed with signature and date)

Schedule A: (please date and add name)

Fast Cash Form: (please complete information requested including banking info, broker name, SSN, signature, and date)

Please Note: MassMutual primarily provides payment through direct deposit. Please be aware that MassMutual will charge a \$25 fee per check for any entity or producer who opts out of direct deposit and elects check pay as their method of payment.

Please return the entire completed Selling Agreements to your MassMutual Internal Wholesaler, who will then contact you once the Direct Broker contracting kit is complete. At that time, a fully executed agreement will be provided for your records.

Onboarding Form

Institutional Insurance, Worksite, and Executive Group Life

Thank you for your interest in MassMutual, please complete the information below. You can also contact MassMutual at <u>TPDContracting@massmutual.com</u> or 800-767-1000, ext. 48850 (8 a.m. to 6 p.m. EST Monday -Friday).

| Product Information: Please indicate the line(s) of business you are requesting. | | | |
|---|---|---|--|
| Institutional Insurance (Includes: Private Client Group, COLI/BOLI) | Worksite (Includes: Whole Life, Universal Life, Critical Illness and Accident (CIA)) | Executive Group Life (EGL) (Includes: GUL/GVUL) | |

| Individual Information: This section MUST be completed to process request. | | | | | |
|---|--|------------------|----------|-------------|-----|
| Name (first, middle, last, suffix): | Gender: | Social Security: | | Date of Bir | th: |
| | Male Female | | | | |
| Resident Address: (street, apt. #, city, state, zip) | Business Phone: | | CRD# (if | applicabl | e) |
| | E-mail Address: | | | | |
| Business Address: (street, apt. #, city, state, zip) | Anti-Money Laundering training – have you completed through your Broker Dealer? | | | | |
| | yes no | | | | |
| Character, Credit & Bonding: Please complete. | | | | | |
| Are you now or have you in the past been directly or indirectly involved in a lawsuit since you have been in the business of insurance? (If "Yes", please attach an explanation). | | | NO | | |
| Have you ever been convicted of any crime (felony or misdemeanor)? (If "Yes", please attach an explanation). | | | YES | NO | |
| Have you ever had a professional license suspended, revoked, cancelled, or had your employment or contract 'terminated for cause'? (If "Yes", please attach an explanation). | | nt YES | NO | | |
| Have you ever failed in business, declared bankruptcy, compromised with creditors, or had any liens or judgments against you? (If "Yes", please attach an explanation). | | YES | NO | | |

Errors and Omissions: Please select Yes or No.

| You must acquire and maintain a Life Agents Errors & Omissions Policy with a minimum coverage of \$1,000,000 per claim/\$1,000,000 per aggregate with a maximum deductible of \$50,000. Proof of | YES | NO |
|--|-----|----|
| insurance coverage shall be provided to the Company upon request. | | |

Attestation: Please complete your name below and date as the Individual requesting onboarding and attesting the above information and answers are true and accurate.

| Name: | Title: | Date: |
|-------|--------|-------|
| | | |



Authorization and Authority for Release of Information (For non-California residents only)

Federal and state laws require us to notify you that as part of your application for employment or broker's contract we may request an investigative consumer report.

I hereby authorize MassMutual Life Insurance Company to obtain a third party investigative report in conjunction with my application for association with this Agency. This report will also verify information I supply in this Confidential Personal Record such as: education, employment, criminal, credit and motor vehicle records.

Upon your written request to this office, we will furnish you within five business days the name, address, and telephone number of the reporting agency. You may then, if you wish, obtain a copy of any such report by contacting the reporting agency directly.

I authorize you to use the information in this questionnaire booklet for a fair and impartial evaluation of my potential to obtain a broker's contract with your organization. I understand that persons or organizations listed by me may be contacted as references to assist you in the evaluation process. I have been given a stand alone, Consumer Notification that a report will be requested and used for the purpose of evaluating me and a copy of my consumer rights.

I understand this consent and Authorization will be considered part of the written Broker's application which I sign and is hereby incorporated into such application.

I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this request.

I hereby affirm that all of the foregoing answers are complete and true to the best of my knowledge and belief. I understand that if I become contracted based on incorrect, incomplete or misleading information supplied in this questionnaire booklet, it may result in termination of my contract.

Date

Candidates Signature

Candidates Printed Name

Authorization and Authority for Release of Information (For California residents only)

I authorize you to use the information in this questionnaire booklet for a fair and impartial evaluation of my potential to obtain a broker's contract with your organization. I understand that persons or organizations listed by me may be contacted as references to assist you in the evaluation process. I have been given a stand alone, Consumer Notification that a report will be requested and used for the purpose of evaluating me and a copy of my consumer rights.

I understand this consent and Authorization will be considered part of the written Broker's application which I sign and is hereby incorporated into such application.

In connection with my application for association with this Agency, an investigative consumer report may be made with reference to factors not otherwise covered. This report will also verify information that I supply in this Confidential Personal Record such as: education, employment, criminal, credit and motor vehicle records.

I have a right to request a complete and accurate disclosure of the nature and scope of any report which may be made. Files maintained on job applications shall be made available and explained by trained personnel upon proper notification of the applicant's visual inspection as follows:

- 1. In Person
- 2. Upon written request for copies to be sent by certified mail to a specific addressee. The copy of this file shall be provided to the applicant for free.
- 3. By phone a summary of all information required to be provided and contained in the file will be provided if the applicant had made a written request with the proper identification for telephone disclosure and the toll charge, if any, for the telephone call is prepaid or charged directly to the applicant.

A written explanation of any coded information contained in my file will be provided whenever a file is provided for visual inspection. When reviewing my file in person, I may be accompanied by one other person who shall furnish reasonable identification. The investigating consumer reporting agency may require the applicant to furnish a written statement granting permission to the consumer reporting agency to discuss the applicant's file in such person's presence.

I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this request.

I hereby affirm that all of the foregoing answers are complete and true to the best of my knowledge and belief. I understand that if I become contracted based on incorrect, incomplete or misleading information supplied in this questionnaire booklet, it may result in termination of my contract.

Date

Candidates Signature

Candidates Printed Name

Check Box if you would like to receive a free copy of any credit report generated in connection with this authorization

Massachusetts Mutual Life Insurance Company and affiliated companies • Springfield MA 01111-0001

MassMutual Financial Group

Massachusetts Mutual Life Insurance Company Springfield, MA 01111-0001

Organized 1851 in Springfield, Massachusetts

BROKER DIRECT CONTRACT (Executive Benefits Division)

THIS CONTRACT is made by and between ______ ("Broker") and Massachusetts Mutual Life Insurance Company and any of the affiliates of the Massachusetts Mutual Life Insurance Company that have executed this Contract (individually and jointly, "Company").

WITNESSETH:

In consideration of the mutual covenants contained herein the said parties do hereby agree as follows:

1. **Definitions**. The following definitions are applicable to the terms used in this Contract, any amendments hereto and any schedules made a part hereof:

Contract refers to this agreement between Company and Broker.

Business refers to the individual and/or group insurance products marketed and issued by the Executive Benefits Division (or its successor) of the Company pursuant to applications submitted by Broker under this Contract. Business is secured under this Contract if Company receives the completed application while this Contract is in force. This Contract does not apply to any other policies, contracts or certificates marketed or issued by the Company.

Product(s) refer only to the individual and/or group insurance product or products identified in Schedule A hereto.

Compensation refers to commissions and fees of every type and any other amounts allowed Broker for the sale of Products, as specified in Schedule A hereto.

AUTHORIZATIONS

2. Limited Appointment. Broker is authorized to solicit and submit applications for Products on behalf of Broker's clients. Broker is also authorized to (i) collect initial premium payments for Products in accordance with Company rules and in exchange for the proper Company receipt and (ii) provide service to contract holders with respect to Business secured under this Contract. All such applications as well as any amendments shall be forwarded promptly to Company at the address(es) designated by Company. Neither Broker, nor any applicant, shall have any right of action against Company because of a refusal by Company, for any reason, to issue or amend a contract on any such application or amendment. Acceptance of an application submitted by Broker hereunder shall not in any way obligate Company to accept any further applications submitted by Broker, nor is Broker obligated to submit to Company any applications secured by Broker.

- 3. No Employment Relationship. Broker is an independent contractor and neither Broker nor any employee of or person under contract with Broker is an employee of Company. Nothing in this Contract shall be construed as creating the relationship of employer and employee, or partner, between Company and Broker, or between Company and persons employed by or under contract with Broker. Company shall have the sole right to accept and/or terminate Broker and may perform any investigation it desires to determine whether to enter into or continue this Contract. Company has the right to refuse business from Broker in its sole discretion. Company is free to exercise independent judgment in the conduct of Company business. Broker has the right to submit business to any other company in Broker's sole discretion. Broker is free to exercise independent judgment in the conduct of Broker's business. Broker represents and warrants to Company that Broker shall represent the applicant, not Company, for all transactions.
- 4. Authority of Broker. Except as acknowledged herein, Broker has no other authority than as expressly set forth herein, and no other authority may be implied from the authority expressly granted herein.
- 5. Broker's Affiliation with Broker-Dealer. Company acknowledges that Broker may by a registered representative of a broker-dealer authorized to distribute certain of Company's securities products. Nothing in this Contract is intended to prohibit Broker or a person employed by or under contract with Broker from being appointed by Company to solicit sales of such securities products.
- 6. Limitations of Broker's Authority. The authority granted to Broker by Company is expressly limited to the states and jurisdictions where Broker is properly licensed or otherwise authorized to conduct business. Broker acknowledges that it is not authorized to and shall not (i) deliver or authorize anyone to deliver any contract issued by Company except in compliance with the terms and conditions of its procedures governing such delivery; (ii) act in a fiduciary capacity for any person or persons having any interest in any policy, contract, loan, or other agreement made by Company unless expressly authorized in writing by Company; (iii) open, or authorize anyone to open, any bank accounts or other accounts in the name of Company; (iv) incur any obligations in the name of or on behalf of Company; (v) make any misrepresentation or incomplete comparison of any product of Company or of any product of a competitor of Company for the purpose of selling a Product; (vi) make, enter, alter, or discharge any policy, contract, or agreement on behalf of or in the name of Company; (vii) waive any of the provisions or conditions of any policy, contract or agreement made by Company; (viii) bind Company by making any promise or by accepting any representation or infonnation not contained in the application for a Product; (ix) accept risks or fix any extra premium for hazardous risks; (x) collect or receive any premium or installment of premium other than the initial premium in exchange for a Company receipt and in accordance with the rules of the Company; (xi) extend the time for paying premiums; (xii) accept any past due premium unless expressly authorized in writing by Company; (xii) bind the Company to make a loan of any kind; or (xiii) alter or amend any papers sent or delivered to Broker by Company.

REPRESENTATIONS AND RESPONSIBILITIES OF BROKER

- 7. Broker Licenses. Broker represents that Broker holds, and will maintain, all state and other licenses or authority required to perform the duties and obligations imposed by this Contract and to receive all Compensation due pursuant to the terms of this Contract. Broker further represents that all said licenses or authorizations are currently in good standing in each state or jurisdiction, and has disclosed to Company whether any such license or approval has ever been revoked, suspended or rescinded. Broker represents that Broker is not currently the subject of any disciplinary proceeding or investigation in any state or jurisdiction. Broker represents that Broker and any person employed by or under contract with Broker has never been convicted of any felony.
- 8. Submission of Applications. Broker shall follow the administrative procedures established by Company and communicated to Broker with regard to the processing and submission of applications and related documents for the Products. Until a contract is delivered, Broker shall provide Company all information, whether favorable or unfavorable, which comes into Broker's possession concerning the underwriting of any risks under a Product.
- 9. Sales Practices and Supervision. Broker shall (i) comply with all applicable insurance laws and regulations governing the solicitation, sale and service of Products including laws and regulations with respect to replacement sales, financed purchases and the rebating of commissions; (ii) comply with the terms of this Contract; (iii) use only Company-approved advertising and marketing materials for Products; (iv) only submit applications that have been properly completed and for which Broker has the licenses and appointments required by the Company and by applicable laws, rnles, and regulations; (v) submit only suitable applications to Company with regard to the appropriateness of the Product for the applicant's needs; and (vi) fulfill all delivery requirements of Company for all Products, including, without limitation, any necessary contract amendments and delivery receipts. Broker shall be fully responsible for the training and supervision of Broker's employees and persons under contract with Broker with respect to these requirements.
- 10. Compliance. Broker represents that Broker and persons employed by or under contract with Broker will comply with all laws, regulations, and rnles applicable to the solicitation, sale, suitability, and servicing of Products and to comply with Company's rules and instructions as communicated in writing to Broker from time to time. Broker will perform all necessary background checks for all persons employed by or under contract with Broker that may be required by Company or by federal and state laws or regulations. Broker authorizes Company to perform compliance and market conduct audits.
- 11. Advertising and Marketing Materials. Broker represents that Broker and all persons employed by or under contract with Broker will utilize only advertising and marketing materials relating to Company or Products (whether in an electronic, broadcast or print medium) which have been provided by Company or approved in writing by Company prior to use. Broker agrees that it will not use Company's name, trademarks, logo, or the name of any affiliated company in any way or manner unless previously authorized in writing by Company. Company agrees that it will not use Broker's name, trademarks, or logo in any way or manner unless authorized in writing by Broker. Upon termination of this Contract, all advertising and marketing materials relating to Company or Products will be returned to Company by Broker, or, if requested by Company, destroyed.

- 12. Premiums. Broker agrees that other than initial premium checks made payable to the Company (as described in Section 6(x) above), no premiums for Company Business may be received by Broker or any persons employed by or under contract with Broker. All money payable in connection with the Products, whether as premium or otherwise, and whether paid by or on behalf of the owner of any Product or anyone having an interest in such Products, is the exclusive property of Company and shall be drawn payable to Company.
- **13. Books and Records**. Broker will maintain all books and records required by applicable laws and regulations and prudent standards of recordkeeping in connection with the solicitation, sale and servicing of the Products. Such books and records shall be available for inspection, examination, and audit by appropriate governmental authorities and by Company or its designated representatives at any and all reasonable times.
- 14. Investigations, Customer Complaints and Litigation. Broker agrees to cooperate fully in any regulatory investigation, inquiry, inspection, or proceedings or in any judicial proceeding arising in connection with the solicitation, sale or servicing of the Products by Broker or any person employed by or under contract with Broker. Broker agrees to cooperate with Company in resolving all customer complaints involving Broker or any person employed by or under contract to Company or a Product. Without limiting the foregoing, Broker agrees to immediately notify Company of any customer complaint or notice of any regulatory inspection, inquiry, investigation, proceeding, or judicial proceeding relating to a transaction or Product under this Contract. Broker immediately will forward a copy of any such complaint or notice to Company's customer relations department.
- **15. Professional Liability Insurance.** Broker will acquire and maintain professional liability insurance satisfactory to Company.
- 16. Contract Returns. Broker will return all undelivered contracts to Company as required by the instructions and/ or any rules and regulations of Company. Broker agrees that the request to return a contract, the cancellation of a contract, or Company's return of any premium on a contract shall not give rise to any right of action on the part of Broker against Company.

COMPENSATION

- 17. Payment of Compensation. Subject to the provisions of this Contract, on premiums duly paid to Company on Business secured hereunder, Broker will receive from Company the Compensation set forth in Schedule A hereto.
- 18. Compensation Conditions and Changes. No Compensation shall be allowed if prohibited by law or ruling or regulation of any governmental body or agency. No Compensation shall be paid in excess of the amounts contained in Schedule A hereto. No Compensation will be due and payable for any surrendered or canceled Business that is subsequently reinstated or rewritten through efforts of persons other than Broker. Company reserves the unconditional right, upon thirty days notice, to change the Compensation payable for Business issued, renewed, converted, exchanged or otherwise modified on or after the effective date of such change, as set forth in the aforesaid notice of such change.

- 19. Accrual of Compensation. All Compensation provided herein, by whatever name called, shall be payable only as the premiums on which it is based are paid to Company, unless otherwise provided by the written rules of the Company. Compensation will be allowed hereunder only on contracts issued by Company and accepted by the applicant.
- 20. Refunding of Compensation, Chargebacks. If Company refunds any premium on any contract issued on an application secured by Broker, Broker shall repay Company any Compensation received on such premium. Company alone shall determine the appropriateness of a refund of premium on any contract it issues, and its determination shall be binding on Broker. Any Compensation allowed under the mles of Company on any premium not paid to Company shall be repaid to Company on demand. Until repaid in full, the amount of such Compensation shall constitute an obligation of Broker to Company. All Compensation shall be subject to chargeback in accordance with the terms and conditions, if any, set forth in Schedule A hereto.
- 21. Compensation Defined by Right of Offset. Company shall have the absolute right to deduct all obligations and liabilities of Broker to the Company and all damages, losses, costs and expenses which the Company may sustain or be liable for by reason of any act or failure to act on the part of Broker from all Compensation payable or allowed under this Contract. This right shall also apply to any damages, losses, costs and expenses that a general agent of the Company may sustain or be liable for by reason of any act on the part of Broker.

PRIVACY OF CONSUMER AND CUSTOMER INFORMATION

- 22. Definition of Personal Information. As used in Sections 23 and 24 below, "Personal Information" means any personal, financial or medical information concerning a customer or consumer or prospective customer or consumer of Company which is provided to Broker by Company or otherwise obtained by Broker on Company's behalf in connection with Broker's' solicitation, sale and/or servicing of Products.
- 23. Use of Personal Information. Broker shall ensure that Personal Information is used only for the purposes for which it was disclosed. Broker shall not disclose Personal Information to any person other than Company unless the disclosure of such information is: (i) authorized in advance by Company, (ii) authorized specifically on a case-by-case basis by the customer or prospective customer, or (iii) made pursuant to valid legal process. Company agrees to limit the use and disclosure of Personal Information obtained pursuant to this Contract in accordance with applicable privacy laws.
- 24. Safeguarding of Personal Information. Broker shall establish reasonable safeguards to ensure the security of Personal Information, whether such information is maintained in written or electronic form. These safeguards shall include, at a minimum, the implementation of policies and procedures as well as physical measures designed to prevent unauthorized access to Personal Information as well as its unauthorized collection, use, or disclosure. Broker shall also be responsible for training Broker's personnel on such policies and procedures. Company agrees to establish safeguards for Personal Information in accordance with applicable privacy laws.

25. Information Collected Independently. The provisions in Sections 23 and 24 are not intended to restrict Broker's practices with respect to information collected independently of Broker's relationship with Company.

GENERAL PROVISIONS

- 26. Binding Agreement, Assignments. This Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, estates, successors and assigns provided that no assignment of this Contract shall be valid unless authorized in writing by each non-assigning party. Any assignment shall be subject to the prior rights of the non-assigning party or parties and any applicable law or regulation.
- 27. Indemnification. Company shall indemnify and hold harmless Broker against any losses, expenses (including reasonable attorneys' fees and court costs), damages or liabilities to which Broker, or any persons employed by or under contract with Broker, become subject, insofar as such losses, expenses, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any act or omission of Company, or its employees and representatives, in connection with the offer or sale of any Product; (ii) any misrepresentation, breach of warranty or failure to fulfill any covenant, warranty, or obligation made or undertaken hereunder by Company, or (iv) any untrue statement contained in, or material omission from, a policy or contract issued by Company.

Broker shall indemnify and hold harmless the Company, its employees and representatives, from and against all manner of actions, suits, damages, losses, liabilities, judgments, settlements, costs and expenses of any nature whatsoever (including reasonable attorney's fees and court costs), or causes of action, asserted or brought by anyone, resulting or arising out of or based upon an allegation or finding of (i) any act or omission of Broker or any person employed by or under contract with Broker, in connection with the solicitation, sale or servicing of any Product; (ii) any misrepresentation, breach of warranty or failure to fulfill any covenant, warranty, or obligation made or undertaken hereunder by Broker or any person employed by or under contract with Broker, (iii) any breach of this Contract by Broker, or (iv) any breach or violation of any of the administrative policies communicated by Company to Broker or any person employed by or under contract with Broker.

- 28. Forbearance Not a Waiver. Failure of any party to insist upon strict compliance with any of the conditions of this Contract shall not be construed as a waiver of such conditions and no waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions.
- 29. Amendments. Company reserves the unconditional right to modify any Product, to amend this Contract and the schedules hereto, and to suspend the sale of any of the Products at any time except that changes to Compensation rates are also subject to Section 18 above. The submission of any application by Broker after notice of any such change has been sent to Broker shall constitute Broker's agreement to the change.

- **30. Entire Agreement, Amendment or Modifications.** The provisions of this Contract constitute the entire agreement between the parties with regard to all matters herein and all other matters ordinarily found in such a contract.
- **31. Effect on Other Contracts**. This Contract shall supersede any previous agreement between the parties that relates to Business covered under this Contract. This Contract applies solely to Broker's activities and rights with respect to Business covered under this Contract. This Contract does not give Broker any authority, right or obligation with respect to any other policies, certificates or contracts that may be issued by or available from Company. Any other contract that Broker may have in the future with Company or a General Agent of Company shall be inapplicable to Business that may be secured hereunder unless such subsequent contract specifically references this Business.
- 32. Notices. All notices and communications to Company shall be sent to:

Massachusetts Mutual Life Insurance Company 1295 State Street Springfield, Massachusetts 0 1111-0001 Attn: Executive Benefits, BOLI SALES, M325

All notices and communications to Broker shall be sent to the address shown on the signature page of this Contract.

33. Term of Contract. This Contract shall be effective as of the latest date appearing on the signature page hereof and shall continue until terminated. This Contract shall terminate immediately if (i) any party materially breaches this Contract; (ii) any party dies, is dissolved or adjudged bankrupt or insolvent; (iii) Broker's authority to conduct an insurance business is revoked or suspended in any jurisdiction; or (iv) Broker is no longer recognized by the policy owners identified in Exhibit A as Agent of Record.

Any party may terminate this Contract at any time, without cause, upon written notice to the other parties. Upon termination of this Contract all authorizations, rights and obligations shall cease except those described in Sections 8 (with respect only to Broker's obligation to provide underwriting information), 11, 12 (with respect only to Company's ownership of premiums), 13, 14, 16, 20 through 25, 27 and 31 of this Contract.

Notwithstanding the foregoing, after termination of this Contract, Broker shall be entitled to receive Compensation relating to Business secured prior to termination (less any applicable offset). The payment of any such Compensation is subject to any applicable laws and regulations.

34. Severability. In the event that any provision of this Contract is judicially determined to be unenforceable or invalid, such a determination shall have no effect on the remaining provisions hereof.

- **35.** Force Majeure. No party to this Contract shall be responsible to another party for delays or errors in its performance or other breach under this Contract occurring solely by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergency, fire, major mechanical or technological breakdown, labor disputes, flood or catastrophe, acts of God, insurrection, war, riot, terrorism, delays of supplier, or failure of transportation communication or power supply.
- **36.** Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed in all respects an original.
- **37. Governing Law**. This Contract shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates stated below.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

C.M. LIFE INSURANCE COMPANY

| Ву: | Ву: |
|--------|--------|
| Title: | Title: |
| Date: | Date: |

MML BAY STATE LIFE INSURANCE COMPANY

| By: | |
|----------|--|
| Title: _ | |
| Date: | |

BROKER

| Signature: | |
|------------|--|
| Address: | |
| Date: | |

The Broker Contract you executed with Massachusetts Mutual Life Insurance Company ('MassMutual") is being amended as detailed below in order to comply with recent changes to certain New York laws.

Broker is engaged as an independent contractor pursuant to the insurance laws of the state or states in which Broker is licensed and shall be treated as such for all purposes, including, but not limited to, federal and state taxation, unemployment insurance and workers' compensation.

Broker shall be paid commissions, if any, in accordance with the provisions of this Broker Contract without deductions for taxes. Commissions, if any, shall not be based on the number of hours worked.

Broker shall comply with the insurance laws and regulations of the state or states in which Broker is licensed, but such compliance shall not affect the Broker's status as an independent contractor no should it be construed as an indication that the Broker is an employee of MassMutual for any purpose whatsoever.

Broker's Signature

Date

Broker's Printed Name

Massachusetts Mutual Life Insurance Company

Date

Massachusetts Mutual Life Insurance Company (MassMutual), Springfield, MA 01111-0001, and its affiliated companies.

.... MassMutual

SCHEDULE A

This Schedule is incorporated into and made a part of the Agreement dated between Insurance Company(ies), and (as applicable) Distributors (together, "MassMutual"); and and named insurance agencies (together, "Producers").

In accordance with said agreement, MassMutual authorizes Producers to distribute the following products:

Individual Products (where applicable, identify specific products by name)

Worksite: X all products

Massachusetts Mutual Life Insurance Company (MassMutual), 1295 State Street, Springfield, MA 01111-0001 and its subsidiaries: C.M. Life Insurance Company and MML Bay State Life Insurance Company, 100 Bright Meadow Boulevard, Enfield, Connecticut 06082-1981

... MassMutual

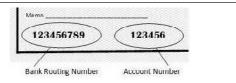
Third Party Distribution

How to Enroll:

Please provide all information below and email to: AdvisorOperationsHub@MassMutual.com

If needed, the form can be faxed or mailed to: Fax: 1-888-388-3661 Mail: MassMutual FastCash 1295 State Street-D114 Springfield, MA 01111-0001

Select your account(s):



Routing number (9-digits) and account number for a checking account is found on the bottom left of your check as shown, (do not use a deposit slip). To find the routing number for a bank at which you have a savings account please contact your bank. A void check does not need to be provided.

MassMutual Non-Variable Compensation

Direct my MassMutual compensation for Life, Amuity, Disability, Worksite, LTC (as applicable) to the account listed below. (Personal or corporate checking / savings account)

*Select Account Type (only one):

| Checking Savings | acc |
|--|-------|
| *Routing# | licer |
| *Account # | * |
| *Bank /Financial Institution's Name: | Autho |
| | *Prod |
| Variable Compensation (must be paid to a registered broker dealer or a licensed entity on behalf of the broker dealer) | *SSN |
| Direct my variable compensation to the account listed below, (licensed corporate account) | *Phor |
| *Select Account Type (only one): | *E-mo |
| *Routing# | F |
| *Account # | |
| *Bank /Financial Institution's Name: | |
| | |

Commission Statements / Voucher:

Commission statements for Brokers / Entities are mailed the same day as your payment is deposited to the address MassMutual has on record. Please allow 5 to 7 business days for mailing. If your address has changed, please send a separate address change request to AdvisorOperationsHub@MassMutual.com.

NOTE: I acknowledge that MassMutual may at any time change the rules for participation in this program and that as a participant in the program MassMutual shall notify me of the changed rules and I shall have the option to discontinue the program if I do not want to be bound under the new rules. I authorize MassMutual to deposit my net compensation into my account listed below. I also authorize MassMutual to initiate debits to the bank account for payments made to me in error and the financial institution named below to debit my account and refund any such payments to MassMutual. Payments made under this agreement shall fully satisfy MassMutual's obligation to make payments to me. Upon my death, my executors or administrators shall pay to MassMutual from my estate, the amount of any payments collected by the bank which were not payable because they were issued after my death.

Disclaimer:

By signing below I certify that if I choose to include compensation relating to MassMutual's variable products in this direct deposit authorization, the account to which my funds will be deposited is nota personal checking or savings account (must be a licensed corporate account to receive variable compensation).

| * Authorized signature | Date |
|---------------------------------------|---|
| *Producer or Company Na | me (please print): |
| *SSN or Tax ID: | |
| *Phone Number: | |
| *E-mail Address: | |
| advisoroperations or call1-800-767 | g FastCash , please email @ <u>massmutual.com,</u> 7-1000, ext. 48850 IST Monday - Friday |
| | *Denotes Required Fields |

Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to <u>www.consumerfinance.gov/learnmore</u> or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - o you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <u>www.consumerfinance.gov/learnmore</u> for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See <u>www.consumerfinance.gov/learnmore</u> for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit <u>www.consumerfinance.gov/learnmore</u>.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

| TYPE OF BUSINESS: | CONTACT: |
|--|---|
| 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates | a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 |
| b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB: | b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357 |
| 2. To the extent not included in item 1 above:a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks | a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 |
| b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. | b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 |
| c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations | c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 |
| d. Federal Credit Unions | d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314 |
| 3. Air carriers | Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590 |
| 4. Creditors Subject to the Surface Transportation Board | Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423 |
| 5. Creditors Subject to the Packers and Stockyards Act, 1921 | Nearest Packers and Stockyards Administration area supervisor |
| 6. Small Business Investment Companies | Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416 |
| 7. Brokers and Dealers | Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549 |
| 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations | Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090 |
| 9. Retailers, Finance Companies, and All Other Creditors Not Listed Above | Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357 |