

## Entity Submission Checklist

**Instructions: To execute this Insurance Products Distribution Agreement (“IPDA”), please complete this form in all the following areas:**

- Entity Contracting Questionnaire:** Please complete all sections followed by a signature, title, and date on page 2.
- Authorization and Authority for Release Information Form:** Consent to request an investigative consumer report. Please have signed and dated.
- Pages 1 and 17:** *Please make sure to complete and sign the agreement as the Retail Firm!* MassMutual contract with a duly authorized Agency as is defined in the IPDA.
- Schedule A:** Provide date and firm name.
- NY Reg 187 Amendment:** Please review amendment.
- MassMutual Third Party On-boarding Form:** Please complete for sub producer(s).
  - For MassMutual appointment procedures, please refer to the note at the top of the form.**
- Fast Cash Form:** Please have the MassMutual (Non-Registered) option and sign off under the Disclaimer section with the company name, tax ID, and signature with 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.

Additional information may be required and will be requested under separate cover, if deemed.

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

## Entity Contracting Questionnaire (ECQ)

Thank you for your interest in MassMutual, please provide the below information on this questionnaire.

<b>Entity Information</b>			
Contracting Entity Name:			
Tax Identification Number (TIN):	State of Incorporation:	Website Address:	
Business Address:	City:	State:	Zip:
Primary Relationship Contact:	E-mail Address:	Phone:	

<b>Contact Information</b>	
Operations	Compliance
Name:	Name:
Phone:	Phone:
E-Mail:	E-Mail:

<b>Compensation Payees:</b> (MassMutual is required to pay compensation to a licensed entity in each state. If the contracting Entity is not licensed to receive compensation in all states, please provide the licensed entity for each state below).	
<b>Traditional Insurance Compensation:</b> (Compensation will be paid to the Primary Entity listed below, except in those states where a separate Entity is listed, and States noted).	
Primary Entity Name:	TIN:
Name:	States Entity Payees are to Receive Commissions
TIN:	
Name:	States Entity Payees are to Receive Commissions
TIN:	
<b>Variable Insurance Compensation:</b> (Compensation will be paid to the Primary Entity listed below, except in those states where a separate Entity is listed, and States noted).	
Broker Dealer Name:	TIN:
Name:	States Entity Payees are to Receive Commissions
TIN:	
Name:	States Entity Payees are to Receive Commissions
TIN:	

**Due Diligence Questions**

Has any court, regulatory agency, or exchange ever entered an order against the <b>Entity</b> related to insurance, investment, banking or fraud? <i>(If “Yes”, please attach an explanation).</i>	Yes	No
Has the Entity ever had a professional license suspended, revoked, or cancelled? <i>(If “Yes”, please attach an explanation).</i>	Yes	No
Has the Entity ever declared bankruptcy, compromised with creditors or had any liens or judgments against it? <i>(If “Yes”, please attach an explanation).</i>	Yes	No
Are there any pending litigation or regulatory matters that may have a material impact on the <b>Entity’s</b> ability to conduct business? <i>(If “Yes”, please attach an explanation).</i>	Yes	No
<b>Retail Firms Only:</b> In accordance with the “ <b>Background Investigations of Sales Representatives</b> ” section of the <b>Insurance Products Distribution Agreement</b> , you acknowledge the entity is conducting background investigations on its Producers as required under the Violent Crime Control and Law Enforcement Act of 1994. <i>(If “No”, please attach an explanation).</i>	Yes	No

**Errors & Omissions Insurance**

Per Selling Agreement, Entity agrees to maintain liability insurance against claims for damages based on actual or alleged professional errors and omissions in an acceptable amount ( <b>minimum of \$1 million per claim/ \$1 million per aggregate, with deductible of \$50,000 per claim or less</b> ), and with a reputable insurer. Proof of insurance coverage shall be provided to the Company upon request.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**Attestation:** Name and Title of individual completing this form on behalf of the Entity / Retail Firm attesting the above information and answers are true and accurate to the best of their knowledge.

Name	Title	Date

If you have any questions please reach out to your Relationship contact at MassMutual, or you can contact us using either of the contact information below:

**MMFA/Worksite:** AdvisorOperations@MassMutual.com,  
or call 1-800-767-1000, ext. 48850

**MMSD:** MMSDBrokerServicesInquiry@MassMutual.com  
or call 1-800-601-9983, Opt. 3

**Authorization and Authority for Release of Information** *(For non-California domiciled companies only)*

Federal and state laws require us to notify you or your company that we may request an investigative consumer report as part of your request for a selling agreement to solicit and sell products offered by Massachusetts Mutual Life Insurance Company and its affiliates and subsidiaries (collectively, "MassMutual").

You hereby authorize MassMutual to obtain a third-party investigative report in conjunction with the selling agreement. This report will also verify information provided by you as part of the onboarding process.

Upon written request, MassMutual 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.

You authorize MassMutual to use the information provided by you as part of the onboarding process for a fair and impartial evaluation of the potential for you to obtain a selling agreement. It is understood that persons or organizations identified by you may be contacted as references to assist in the evaluation process. You agree that you have been given a standalone Consumer Notification that a report will be requested and used for the purpose this evaluation.

**It is understood that this consent and authorization will be considered part of the written selling agreement that you may execute and is hereby incorporated into such agreement.**

You agree that a photocopy of this authorization has the same authority as the original, and you specifically waive any written notice from any persons or organizations who may provide information based upon this request.

*It is hereby affirmed that all the information I have provided is complete and true to the best of my knowledge and belief. If a selling agreement is entered into based on incorrect, incomplete, or misleading information provided by me, it may result in termination of the selling agreement.*

Entity/Broker-Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Entity/Broker-Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**Authorization and Authority for Release of Information** *(For California domiciled companies only)*

Massachusetts Mutual Life Insurance Company and its affiliates and subsidiaries (collectively, "MassMutual") is authorized to use the information provided by you as part of the onboarding process for a fair and impartial evaluation of the potential for me or my company to obtain a selling agreement with MassMutual. It is understood that persons or organizations listed may be contacted as references to assist in the evaluation process. I agree that I or my company has been given a standalone Consumer Notification that a report will be requested and used for the purpose of this evaluation.

**I agree that this consent and authorization will be considered part of the written selling agreement which will be signed and is hereby incorporated into such agreement.**

In connection with me or my company seeking a selling agreement arrangement with MassMutual, an investigative consumer report may be made with reference to factors not otherwise covered.

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 our selling agreement shall be made available and explained by trained personnel upon proper notification of the applicant's visual inspection as follows:

1. In Person (by a properly identified officer if representing an entity)
2. Upon written request for copies to be sent by certified mail to specific addressee. The copy of this file shall be provided to the company 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 the file will be provided whenever a file is provided for visual inspection. When reviewing the file in person, I (or authorized company officer) 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 specifically waive any written notice from any persons or organizations who may provide information based upon this request.

*It is hereby affirmed that all the foregoing answers are complete and true to the best of my knowledge and belief. If a selling agreement is entered into on incorrect, incomplete or misleading information supplied in this questionnaire booklet, it may result in termination of said agreement.*

Entity/Broker-Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Entity/Broker-Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

The parties to this Insurance Products Distribution Agreement ("Agreement") are:

**Product Manufacturers:** Massachusetts Mutual Life Insurance Company, MML Bay State Life Insurance Company, and C.M. Life Insurance Company (individually, an "Insurance Company", collectively, the "Insurance Companies");

**Insurance Authorized Distributor(s):** \_\_\_\_\_ ("Retail Firm"), an entity that is duly authorized under the insurance laws of one or more states or other jurisdictions to solicit, sell, negotiate and service insurance products, and any and all insurance agencies that are similarly authorized and that have signed this Agreement below (individually, an "Agency"; collectively, the "Agencies");

**Principal Underwriter:** *(Applicable only if registered securities products are to be distributed pursuant to this Agreement)* MML Distributors, LLC ("Distributors"); and

**Broker-Dealer** *(Applicable only if registered securities products are to be distributed pursuant to this Agreement and Retail Firm is not registered as a broker-dealer)* \_\_\_\_\_ ("Broker-Dealer"), an entity that is affiliated with Retail Firm, is registered as a broker-dealer under the Securities Exchange Act of 1934, is a member of the Financial Industry Regulatory Authority ("FINRA") and has the authority from FINRA to sell and service variable insurance products.

WHEREAS, Insurance Companies manufacture and issue a wide variety of financial products including, but not limited to life insurance policies, individual and group annuities, disability income insurance policies, and long term care insurance policies (the "Insurance Products"); and

WHEREAS, Insurance Companies also manufacture and issue variable life insurance policies and variable annuity products registered as securities under the Securities Act of 1933 (the "Securities Products", and with the Insurance Products, collectively, the "Products"); and

WHEREAS, Distributors, a broker-dealer registered under the Securities Exchange Act of 1934 and a member of FINRA has been appointed by Insurance Companies to act as principal underwriter for the purpose of forming selling groups of duly licensed and registered broker dealers to distribute the Securities Products; and

WHEREAS, Retail Firm, Agencies and (if applicable) Broker-Dealer (collectively, the "Producers") desire to sell some or all of the Products.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

## AUTHORIZATIONS

1. **To Sell Insurance Products.** Subject to the terms and conditions of this Agreement, Insurance Companies appoint and authorize Retail Firm and Agencies to solicit sales of and provide service with respect to any Insurance Product(s) described in Schedule A hereto.
2. **To Sell Securities Products.** Subject to the terms and conditions of this Agreement, Insurance Companies and Distributors appoint and authorize Producers to solicit sales of and provide service with respect to any Securities Product(s) described in Schedule A hereto.
3. **Other Authority.** Producers are also authorized to deliver or arrange for delivery of any contracts or policies issued by Insurance Companies and to collect initial premiums on those contracts or policies. In connection with the offer and sale of the Products authorized for sale under this Agreement, Producers are authorized to use any sales materials and prospectuses relating to the Products that have been provided or authorized by the applicable Insurance Company or Distributors.
4. **Limitations on Authority.** The authority granted to Producers and their sales representatives by Insurance Companies and (if applicable) Distributors is expressly limited to the states and jurisdictions where Producers and their sales representatives are properly licensed (and appointed, where applicable) to conduct business. Producers and their sales representatives are not authorized and are expressly forbidden on behalf of Insurance Companies to make, alter, modify, waive or change any of the terms, rates or conditions of any Insurance Company's forms, Products, contracts or sales materials. Producers are not authorized to discharge any provision(s) of the Products, waive any forfeitures, grant, permit, or extend the time of making any payments, guarantee earnings, dividends or rates, incur indebtedness on behalf of Insurance Companies or Distributors, or enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of an Insurance Company or Distributors. Producers and their sales representatives are not authorized and are expressly forbidden on behalf of Insurance Companies to estimate future dividends or policy performance except through the use of authorized projections or illustrations provided by Distributors or an Insurance Company. Illustrations provided by Distributors or an Insurance Company may be used to demonstrate the way a life insurance policy operates, including how a life insurance policy's values may fluctuate.
5. **Acceptance of Authority.** Producers accept such appointments on a non-exclusive basis and agree to use their best efforts to find purchasers for the Products acceptable to the applicable Insurance Company.
6. **Independent Contractors.** Producers and their sales representatives are independent contractors with respect to Insurance Companies and (if applicable) Distributors, and do not have the right to hold themselves out as employees, partners, or joint venturers of Insurance Companies or Distributors in connection with the solicitation of the Products or otherwise. Subject to this Agreement, Producers will exercise their own judgment as to the time and manner and performance of their services.

## REPRESENTATIONS AND RESPONSIBILITIES OF INSURANCE COMPANIES AND DISTRIBUTORS

7. **Authority.** Insurance Companies and Distributors represent that this Agreement has been duly authorized, executed and delivered by them, constitutes a valid and legally binding obligation, and that neither the execution and delivery of this Agreement by them nor the consummation of the transactions contemplated herein will result in a breach or violation of any applicable provision of law or NASD Conduct Rules (NASD Conduct Rules or any successor conduct rules hereafter the "Conduct Rules"), or any judicial or administrative orders in which they are named or any material agreement or instrument to which they are a party or by which they are bound.
8. **Product Availability.** Insurance Companies have obtained authorization to offer and sell the Products under the applicable insurance and securities laws of various states and other jurisdictions. Producers will, upon request, be provided with a list of those states and jurisdictions in which the Products have been authorized for sale. Insurance Companies will file and make all statements or reports as are or may be required by the laws of such state or jurisdiction to maintain these qualifications in effect.
9. **Prospectuses and Supplements.** Insurance Companies and Distributors have caused registration statements to be prepared describing the material aspects of the Securities Products. Insurance Companies represent and warrant for the effective period of this Agreement that the prospectuses contained in the registration statements for the Securities Products (the "Prospectuses") do not and will not contain any untrue statements of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were or are made, not materially misleading. Distributors will furnish Producers, at no cost to Producers, a reasonable number of copies of the Prospectuses, upon request.

If any event does occur as a result of which it is necessary to amend or supplement the Prospectus for any Securities Product in order to make the statements therein, in light of the circumstances under which they were or are made, true, complete or not misleading, Distributors will promptly furnish or make available to Producers upon request, without charge, any supplements to the Prospectuses prepared by Insurance Companies and supplied to Distributors sufficient to make the statements made in the Prospectus as supplemented true, complete and not misleading.

10. **Insurance Appointments.** Insurance Companies will process all requests for insurance appointments submitted by or on behalf of Producers for them or their sales representatives in accordance with Insurance Companies' standard procedures, and may, in their sole discretion, refuse, terminate or discontinue any such appointment without cause.
11. **Sales Materials.** Distributors and Insurance Companies will not use Producers' names, trademarks, service marks or logos in any way or manner unless authorized in writing by Producers prior to such use. Nothing in this provision, however, will be deemed as requiring such authorization in connection with the use of Producers' name in connection with any valid regulatory request or court order.

## REPRESENTATIONS AND RESPONSIBILITIES OF PRODUCERS

12. **Authority.** Producers represent that this Agreement has been duly authorized, executed and delivered by Producers, constitutes a valid and legally binding obligation, and that neither the execution and delivery of this Agreement by Producers nor the consummation of the transactions contemplated herein will result in a breach or violation of any applicable provision of law or the Conduct Rules, or any judicial or administrative orders in which Producers are named or any material agreement or instrument to which they are a party or by which they are bound.

13. **Insurance Licenses and Appointments for Agencies.** Retail Firm hereby represents that it is, and (as necessary) Agencies are, properly licensed as insurance agencies, properly authorized under applicable state law to receive insurance commissions generated from sales of the Products, and otherwise in compliance with all applicable licensing requirements in the states and jurisdictions where Retail Firm's and/or Agencies' sales representatives will be offering or selling the Products. Retail Firm will immediately notify each applicable Insurance Company if it or an Agency ceases to be so licensed or authorized.

Retail Firm and (as necessary) Agencies will apply for all necessary appointments with the applicable Insurance Companies in the states where Products will be offered under this Agreement.

14. **Securities Licenses for Retail Firm and Broker-Dealers.** If Securities Products are available under this Agreement, Retail Firm or (if applicable) Broker-Dealer represents that it is properly licensed and registered as a broker-dealer under applicable state and federal law and is a member in good standing of FINRA. Retail Firm or (if applicable) Broker- Dealer will:

- a. maintain its broker-dealer registration under the Securities Exchange Act of 1934 and, where required, in all states and jurisdictions where its sales representatives will be offering and selling the Securities Products,
- b. remain a member in good standing of FINRA at all times while this Agreement is effective, and
- c. notify Distributors immediately if it ceases to be so registered or licensed or a member in good standing of FINRA.

15. **Licenses/Appointments for Sales Representatives.** Producers will ensure that all of their sales representatives are properly insurance-licensed for the sale of the Products in the jurisdictions where such sales representatives will be offering or selling the Products.

Retail Firm or (if applicable) Broker-Dealer will ensure that all of its sales representatives who will be soliciting and servicing any Securities Products are duly registered with FINRA as registered representatives and, where required, are licensed or registered with applicable state securities authorities. Producers will also ensure that all of their sales representatives are appointed by the appropriate Insurance Company in accordance with applicable legal requirements. In particular, in states and jurisdictions where appointments must be effective prior to a representative's soliciting any sales of the Products, Producers will ensure that such appointments are in place in compliance with those requirements.



If the Producers' sales representative fails to maintain the licenses, registrations or appointments required to offer or sell the Products, Producers will immediately notify the appropriate Insurance Company and (if applicable) Distributors and will advise that sales representative that he or she is no longer authorized to offer or sell the Products. Producers will take all additional action necessary to terminate the sales activities of such sales representatives relating to the Products.

16. **Background Investigations of Sales Representatives.** Producers will investigate all of their sales representatives relative to their business reputation and competency to sell the Products.

Producers will ensure that neither they nor any of their sales representatives or other personnel to be appointed by an Insurance Company are disqualified under the Violent Crime Control and Law Enforcement Act of 1994, or any other similar state or federal law or regulation, and will be fully responsible for any and all losses and expenses incurred by an Insurance Company or Distributors as a result of their failure to satisfy this obligation. Upon request by an Insurance Company or Distributors, Producers will furnish such records as are necessary to establish that they have investigated the background of such persons to ensure compliance with this requirement.

17. **Supervision of Sales Representatives and Agencies.** Producers have full responsibility for the sales activities of their sales representatives engaged directly or indirectly in the offer or sale of the Products and will supervise all sales activities of their sales representatives.

18. **Training of Sales Representatives.** Producers are solely responsible for properly training all of their sales representatives, who offer the Products under this Agreement, and upon request by an Insurance Company or Distributors, will furnish such records as are necessary to establish that all sales representatives are properly trained.

19. **Delivery of Prospectuses and Supplements.** Producers will, in compliance with applicable federal and state securities laws, distribute a current Prospectus and applicable supplement for the Securities Product and its underlying investment choices to each person to whom a Securities Product is offered or sold (the distribution of the Prospectus and applicable supplement is referred to as the "Initial Delivery").

Producers must deliver or mail the supplement or the current Prospectus (whichever is applicable) for the Securities Product to the customer promptly following the receipt of the Insurance Company's notification of the availability of a new Prospectus or supplement, as applicable, for the Securities Product ("Notification"). If the Producers completed the Initial Delivery to a customer who:

- a. was offered a Securities Product but did not yet apply to purchase such Securities Product from Insurance Company;
- b. applied for a Securities Product but has not yet been approved to purchase such Securities Product from Insurance Company; or
- c. was approved for a Securities Product but not yet part of the mailing list for an in-force contract owner who would receive the current Prospectus or supplement, and the Securities Product's current Prospectus is supplemented or has expired since the Producers completed the Initial Delivery.

20. **Sales Materials.** Producers will not, and will ensure that their sales representatives will not:
- a. print, publish, distribute or utilize (whether through an electronic or non-electronic medium) any advertising material, prospectuses, circulars, letters, pamphlets, schedules, stationery, broadcasting or sales material of any kind relating to the Products, Distributors or an Insurance Company unless these materials have been provided by Distributors or an Insurance Company or unless prior written approval of Distributors or the applicable Insurance Company is obtained; or
  - b. orally communicate any information or make representations other than such information and representations contained in the Prospectuses, the contracts for the Products, or in any written materials provided or authorized by Distributors or the applicable Insurance Company.

Producers will not use Distributors' or Insurance Companies' names, trademarks, service marks, or logos in any way or manner unless authorized in writing by Distributors or the applicable Insurance Company prior to use. Nothing in this provision will be deemed as requiring authorization in connection with the use of Distributors' or Insurance Companies' name(s) in connection with any valid regulatory request or court order.

Upon termination of this Agreement, all prospectuses, sales promotion materials, advertising, circulars, and documents relating to the Products (including, but not limited to, blank policy forms and applications) must be promptly returned to the applicable Insurance Company or destroyed.

21. **Solicitation.** Producers and their sales representatives may solicit applications for the Products only in states and jurisdictions where the Products are authorized for sale.
22. **Suitability and Replacement.** Producers will ensure that they and their sales representatives recommend the purchase or sale of the Products only if there are reasonable grounds to believe that such purchase is suitable for the applicant. With respect to the Securities Products, a registered principal of Retail Firm or (if applicable) Broker-Dealer will make and record all such determinations. Producers will ensure that neither they nor their sales representatives make any misrepresentation or incomplete comparison of insurance or annuities products for the purpose of inducing a current or potential owner to lapse, forfeit, surrender or borrow against a current contract for the purpose of purchasing a Product.

With respect to sales of annuity products (whether fixed or variable), Producers will establish a system to supervise sales of annuity products that complies with the requirements of the National Association of Insurance Commissioners' Suitability in Annuity Transactions Model Regulation (the "Annuity Suitability Regulation"). Producers' supervisory system will be designed to comply with the Annuity Suitability Regulation in each state that has adopted its requirements, taking into account any variations that may be implemented by the adopting states. For each annuity application subject to such requirements, Producers will submit to the Insurance Company, upon request, a record containing the information used to assess the suitability of the annuity contract for the applicant, and Producers' determination that the annuity contract is suitable for the applicant. The Insurance Company will provide the Producers with written instructions for submitting the required records to the Insurance Company. The Insurance Company reserves the right to examine Producers' compliance with the requirements described in this paragraph. Such examination may include (but will not necessarily be limited to) requiring Producers to periodically certify compliance with the requirements of the Annuity Suitability Regulation, or reviewing Producers' supervisory system to determine whether Producer is performing the functions required by the Annuity Suitability Regulation and this amendment.

23. **Payments by Customers.** 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 else having an interest in the Products, is the exclusive property of the appropriate Insurance Company and will be drawn payable to Massachusetts Mutual Life Insurance Company, MML Bay State Life Insurance Company, or C.M. Life Insurance Company, as appropriate. Producers are not authorized to collect or receive any premium or installment of premium except the initial premium on a Product. Initial premium payments must be promptly transmitted to the appropriate Insurance Company. Unless authorized in writing by the appropriate Insurance Company, Producers are not authorized to deduct commissions, service fees, allowances or any other offset for compensation claimed by Producers from initial premium payments. Producers are not authorized to accept any cash payments or deliver any cash payments to an Insurance Company in connection with the Products.
24. **Submission of Applications.** Producers will follow the administrative procedures established by Insurance Companies and communicated to Producers with regard to the processing and submission of applications and related documents for the Products. Until a policy or contract is delivered, Producers will provide the appropriate Insurance Company all information, whether favorable or unfavorable, which comes into Producers' possession concerning the underwriting of any risks under a Product. Producers will forward all applications and related documents received by Producers in connection with the Products to the appropriate Insurance Company's designated office promptly after receipt. All applications and related documents must be on forms supplied by the appropriate Insurance Company and are subject to acceptance or rejection by such Insurance Company in its sole discretion. Producers have no right of action against any Insurance Company or Distributors based on the refusal of an Insurance Company, for any reason, to issue or amend a policy.
25. **Delivery of Contracts and Policies.** If an Insurance Company sends to Producers a contract or policy for delivery to the purchaser, then Producers will ensure that the contract or policy is promptly delivered to the purchaser no later than five business days after Producers' receipt of the contract or policy, and Producers must maintain appropriate evidence of such delivery. Producers will forward delivery receipts to the Insurance Companies in accordance with the Insurance Companies' procedures or guidelines.

Notwithstanding the above paragraph, Producers will not deliver, nor authorize anyone else to deliver, any contract or policy issued by an Insurance Company except upon the payment of the initial premium to such company and, in the case of insurance, except during the lifetime of the person proposed for such insurance and while such person continues to be acceptable for such insurance under the underwriting practices of such Insurance Company. Upon request of an Insurance Company, Producers will return any undelivered contract or policy.

26. **Unlicensed or Unregistered Personnel.** Producers will ensure that their personnel who are not appropriately licensed or registered under insurance and/or securities laws:
- a. are not involved in effecting securities or insurance transactions,
  - b. do not recommend securities or insurance products or provide other investment advice,
  - c. direct all securities-related questions to registered representatives of Retail Firm or (if applicable) Broker-Dealer,
  - d. provide only clerical or ministerial assistance with respect to securities and insurance transactions, and

e. do not receive any commissions or other transaction-related compensation for sales of the Products.

27. **Books and Records.** Producers will maintain all books and records required by applicable laws and regulations in connection with the offer and sale of the Products. Such books and records regarding the Products must be made available for inspection by Insurance Companies, Distributors (with respect to Securities Products), any regulator, or a third party acting on behalf of Insurance Companies or Distributors.

28. **Fidelity Bond.** If Securities Products are sold pursuant to this Agreement, Retail Firm or if applicable) Broker-Dealer represents that all of its directors, officers, employees and registered representatives are and will continuously be covered by a blanket fidelity bond, including coverage for larceny and embezzlement, issued by a reputable bonding company. Such bond will meet all FINRA requirements as to form, type and minimum amount.

Distributors and Insurance Companies may require satisfactory evidence that such coverage is in force. Retail Firm or (if applicable) Broker-Dealer will give prompt written notice to Distributors and Insurance Companies of any cancellation of coverage.

Retail Firm or (if applicable) Broker-Dealer hereby assigns any proceeds received from the fidelity bonding company to the applicable Insurance Company and/or Distributors to the extent ) of Insurance Company's and/or Distributors' loss ) such indemnified under due to activities covered by the bond. If there is any deficiency amount, whether due to a deductible or otherwise, Retail Firm or (if applicable) Broker-Dealer will promptly pay the applicable Insurance Company or Distributors such amount on demand.

29. **Compliance with Law.** Producers will, and will ensure that their sales representatives, comply with all statutory and regulatory requirements applicable to the solicitation, sale and service of the Products.

30. **Military Sales.** Producers may not solicit or sell Products on a military base or installation. For purposes of this Agreement, a military base or installation includes any state or federally owned, leased, or operated base, reservation, post, camp, building or other facility to which service members are assigned for duty, including barracks, transient housing or family quarters. Producers will, and will ensure that their sales representatives, comply with the Military Personnel Financial Services Act, the National Association of Insurance Commissioners Military Sales Practices Model Regulation and any other applicable federal, state or military law, regulation or directive concerning sales to military personnel and their dependents.

31. **Anti-Money Laundering Compliance.** Producers will be in compliance with, and will ensure that their sales representatives are aware of and in compliance, with Insurance Companies' anti-money laundering program and policies and all applicable anti-money laundering laws, regulations, rules and government guidance, including reporting, recordkeeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA Patriot Act (the "Patriot Act"), its implementing regulations, and related Securities and Exchange Commission and self-regulatory organization rules and regulations.

Producers will ensure that their sales representatives will report any suspicious or unusual activities, including but not limited to, anti-money laundering "red-flags", as described in Insurance Companies' anti-money laundering program and policies or in Producers' anti-money laundering training or other materials, arising out of or in connection with the sale of the Products to Producers and Producers must report such suspicious or unusual activities identified by their sales representatives to Insurance Companies in accordance with Insurance Companies' anti-money laundering program and policies.

Producers may be required to certify annually to Insurance Companies that their sales representatives have received and completed annual anti-money laundering training to include, but not be limited to: (i) what is money laundering and terrorist financing; (ii) an overview of the BSA and Patriot Act; (iii) customer identity verification requirements; (iv) identification and reporting of suspicious activity ("red flags"); (v) reporting receipt of cash and cash equivalents; (vi) transactions requiring extra due diligence such as correspondent bank accounts, private banking relationships, and accounts in jurisdictions identified as high risk; and (vii) covered products.

## COMPENSATION

32. **Commissions and Allowances.** Commissions and allowances to be paid for the sale of the Insurance Products ("Insurance Products Compensation") and/or the Securities Products ("Securities Products Compensation" and with Insurance Products Compensation, collectively "Compensation") are set forth in Schedule A hereto. The appropriate Insurance Company will pay Compensation for the sale of the Products by Producers' sales representatives in accordance with applicable regulatory requirements. To receive transaction-based compensation, the entity being paid must be properly licensed (or be otherwise qualified) under insurance and, as applicable, securities laws. Thus, payments will be made as follows to:

**Retail Firm** - for sales of the Insurance Products occurring in states or jurisdictions where Retail Firm is insurance licensed, for sales of the Securities Products in such states if Retail Firm is also registered as a broker-dealer, and for sales of the Securities Products in such states if Retail Firm is not registered as a broker-dealer, subject to the provisions of Section 33 below.

**Broker-Dealer** – (if payments are not otherwise made to Retail Firm above) for sales of the Securities Products occurring in states or jurisdictions where Broker-Dealer is insurance licensed.

**Agency or Agencies** - for sales of the Insurance Products occurring in states or jurisdictions where Retail Firm is not insurance licensed, and subject to the provisions of Section 33 below, for sales of the Securities Products occurring in states or jurisdictions where Retail Firm or Broker-Dealer is not insurance licensed. The appropriate Agency is the Agency that is properly insurance licensed in the state or jurisdiction where the sale is made and for which Compensation is being paid.

33. **Payment of Securities Product Compensation to Retail Firm and/or Agencies that are not Broker-Dealers.** Section 15(a) of the Securities Exchange Act of 1934 ordinarily requires an insurance agency that receives compensation with respect to variable annuity and/or variable life insurance contracts to be registered as a broker dealer. The Division of Market Regulation of the Securities and Exchange Commission (the "SEC") has, however, specified that such registration is not required if a registered broker-dealer enters into an agreement with an insurance agency for the sale of variable insurance products and such agreement provides that:
- a. all securities services provided in connection with the sale of variable insurance products are effected through registered representatives of the broker-dealer who are also affiliated with the insurance agencies (the "Dual Representatives"), and the broker-dealer is responsible for training, supervising and controlling the registered representatives;
  - b. the broker-dealer assumes full responsibility for the securities activities of all Dual Representatives;
  - c. such representatives are also licensed under the insurance laws of the states in which they do business and are appointed agents by each insurance company for which they may solicit applications in connection with the offer and sale of insurance securities;
  - d. the broker-dealer monitors the actions of any unregistered personnel and develops appropriate procedures to ensure that unregistered employees do not engage in any securities activities, nor receive any compensation based on transactions in securities or the provision of securities advice;
  - e. the broker-dealer assumes responsibility for all advertisements and sales materials used by Dual Representatives and has a principal approve all such items;
  - f. the broker-dealer maintains books and records relating to transactions in the variable insurance products;
  - g. customers purchasing variable insurance products make their checks payable to the insurance company issuing the products or, if such products are purchased through brokerage accounts, customers have provided the carrying or clearing broker-dealer with written authorization to make purchase payments from such accounts;
  - h. unregistered employees do not handle or maintain customer funds in connection with securities transactions, handle or maintain securities, or handle checks routed through the broker-dealer and the insurance agencies;
  - i. commissions resulting from transactions in variable insurance products are paid by the insurance company to the broker-dealer, or to an insurance agency if required by state law; and
  - j. commissions are reported on the broker-dealer's FOCUS and FINRA Fee Assessment reports.

See *First of America Brokerage Service, Inc.*, SEC no-action letter (September 28, 1995).

If Securities Product Compensation is to be paid to Retail Firm which is not a registered broker-dealer and/or an Agency, Producers represent and warrant that they conduct their business in accordance with the conditions set forth above or in accordance with a comparable SEC no-action letter specifically issued to Broker-Dealer (or, if Retail Firm is a broker-dealer, to Retail Firm). Producers agree to provide Distributors and Insurance Companies, upon request, copies of such "no-action" letter or with other evidence that Retail Firm's or an Agency's receipt of Securities Product Compensation is permissible under the federal securities laws and the Conduct Rules.

34. **Payments to Sales Representatives.** Producers are solely responsible for the payment of any commissions, fees, credits, allowances, bonuses, or other compensation of any kind whatsoever to their sales representatives in connection with the sale of the Products, and for ensuring that any such payments are made in accordance with applicable legal requirements, particularly those requirements pertaining to the licensing, registration and appointment of sales representatives. Such sales representatives have no recourse against Insurance Companies or Distributors in the event Producers fail to pay them compensation.
35. **Compensation Conditions.** Except as provided below, Compensation will be paid only on premiums paid to and retained by an Insurance Company on either applications that were submitted by Producers under this Agreement, or Products for which Producers have been designated the servicing agents by a Product purchaser and Insurance Companies unless such Compensation has been vested with another firm, in which case Compensation will be paid only on new premium deposits after such vesting period expires.

Producers' rights to such Compensation will terminate if a Product owner requests in writing that someone other than Producers service his/her Product, or upon the termination of this Agreement.

The Insurance Companies may provide that Compensation will be paid to Producers after this Agreement has been terminated by specifying a vesting provision in the Schedule A for a particular Product. No Compensation will be due and payable for any surrendered, lapsed or canceled Products that are subsequently reinstated or rewritten through efforts of persons not affiliated with Producers.

Producers will comply with all applicable federal or state laws and regulations related to the disclosure of contingent or non-standard compensation.

Retail Firm and Broker-Dealer waive their right to Compensation with respect to Securities Products until such time as Distributors is in receipt of such Compensation.

36. **Changes to Compensation.** The Insurance Companies reserve the unconditional right, upon thirty days notice, to change the Compensation payable for Products issued, renewed, converted, exchanged or otherwise modified on or after the effective date of such change, as set forth in the aforesaid notice of change.
37. **Return of Compensation, Chargebacks.** If an Insurance Company rejects an application or payment and Producers have received Compensation based on the rejected payment or application, Producers will promptly return such Compensation to the appropriate Insurance Company. All Securities Product Compensation will be returned to the appropriate Insurance Company if the contract or policy for a Securities Product is tendered for redemption within seven business days after receipt of the application. In addition, all Compensation will be subject to chargeback in accordance with the terms and conditions, if any, set forth on Schedule A or any attachment thereto.
38. **Right of Offset.** Insurance Companies and Distributors may deduct from Compensation due under this Agreement any debt, whether arising under this Agreement or otherwise, of Producers to an Insurance Company or Distributors or any of their affiliates or subsidiaries. This right of offset is in addition to all other rights Insurance Companies and Distributors may have at law or in equity regarding the collection of debts generally.

## PRIVACY OF CONSUMER AND CUSTOMER INFORMATION

39. **Definition of Personal Information.** As used in Sections 40 and 41 below, "Personal Information" means personally identifiable information pertaining to customers or consumers of an Insurance Company generated by or disclosed to Producers in connection with Producers' offer, sale and or servicing of Products. Personal information includes (i) personally identifiable financial information and any list, description or other grouping of customers (and publicly available information about them) that is derived using any personally identifiable financial information that is not publicly available and (ii) nonpublic personal medical information which includes any health information that identifies an individual who is the subject of the information; or with respect to which there is a reasonable basis to believe that the information could be used to identify an individual. Personal information includes, without limitation, any information (i) a customer or consumer provides to obtain a financial product or service, (ii) about a customer or consumer resulting from any transaction involving a financial product or service, or (iii) otherwise obtained about a customer or consumer in connection with providing a financial product or service.
40. **Use of Personal Information.** Producers must ensure that Personal Information is used only for the purposes for which it was disclosed. Producers must not disclose Personal Information to any person other than the applicable Insurance Company unless the disclosure of such information is:
- a. authorized in advance by the Insurance Company,
  - b. authorized specifically on a case-by-case basis by the customer or prospective customer, or
  - c. made pursuant to valid legal process. Insurance Companies agree to limit the use and disclosure of Personal Information they obtain pursuant to this Agreement in accordance with applicable privacy laws.
41. **Safeguarding of Personal Information.** Producers will establish reasonable safeguards to ensure the security, confidentiality and integrity of Personal Information, whether such information is maintained in written or electronic form. These safeguards must 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. Producers will also be responsible for training their personnel on such policies and procedures. Insurance Companies agree to establish safeguards for Personal Information in accordance with applicable privacy laws.
42. **Loss or Unauthorized Access to Personal Information.** In the event Producers become aware of any Breach of Security of Personal Information ("Breach of Security") Producers must immediately notify Insurance Companies. For purposes of this Agreement, Breach of Security means any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance or circumstances that may compromise the security, confidentiality or integrity of Personal Information, including without limitation, any unauthorized access, acquisition, use, loss or theft of Personal Information.
43. **Information Collected Independently.** The provisions in Sections 40 and 41 are not intended to restrict Producers' practices with respect to information collected independently of Producers' relationship with Insurance Companies.



## GENERAL PROVISIONS

44. **Investigations and Customer Complaints.** The parties to this Agreement agree to cooperate fully in any regulatory investigation, inquiry, inspection or proceeding or in any judicial proceeding arising in connection with the Products sold or attempted to be sold by Producers and/or Producers' sales representatives. Producers will permit federal, state, and self-regulatory authorities, Insurance Companies and Distributors to audit their records and will furnish them with any information that they may request in order to ascertain whether Producers are complying with applicable laws and regulations with respect to the sale of the Products. Producers agree to cooperate with Insurance Companies and Distributors in resolving all customer complaints and internal investigations involving Producers and/or Producers' sales representatives with respect to the Products.

Without limiting the foregoing:

- a. an Insurance Company or Distributors will promptly notify Producers of any customer complaint or notice of any regulatory inspection, inquiry, investigation or proceeding or judicial proceeding received by the Insurance Company or Distributors with respect to the Producers or Producers' sales representatives concerning the Products, and
- b. Producers will promptly notify the appropriate Insurance Company or Distributors of any customer complaint or notice of any regulatory inspection, inquiry, investigation or proceeding or judicial proceeding received by Producers with respect to the Insurance Company, Distributors, Producers, or Producers' sales representatives concerning the Products.

45. **Indemnification.** Insurance Companies and (with respect to Securities Products) Distributors will indemnify and hold harmless Producers and each of their officers, directors, employees, registered representatives or other sales representatives, and controlling persons from and against any losses, expenses, (including reasonable attorneys' fees and court costs), damages or liabilities to which Producers or such officers, directors, employees, registered representatives or other sales representatives, or controlling persons become subject, under any applicable insurance or securities law, rule or regulation insofar as such losses, expenses, damages or liabilities (or actions in respect thereof) arise out of or are based upon an Insurance Company's or Distributors' performance, non-performance or breach of this Agreement, or are based upon any untrue statement contained in, or material omission from, a prospectus, policy or contract issued by an Insurance Company.

Producers will indemnify and hold harmless Insurance Companies and (with respect to Securities Products) Distributors, their officers, directors, employees, and controlling persons from and against any damages, losses, liabilities, judgments, settlements, costs and expenses of any nature whatsoever (including reasonable attorneys' 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:

- a. any act or omission of Producers, their employees, registered representatives or other sales representatives, associated persons or agents in connection with the offer or sale of the Products,
- b. any misrepresentation, breach of warranty or failure to fulfill any covenant, warranty, or obligation made or undertaken by Producers hereunder, or
- c. any breach or violation of any of the administrative policies communicated by an Insurance Company or Distributors to Producers.

After receipt by an indemnified party of notice of the commencement of any action with respect to which a claim will be made against an indemnifying party, such indemnified party will notify the indemnifying party promptly in writing of the commencement of the action. The failure to so notify the indemnifying party will not relieve the indemnifying party from any liability that it may otherwise have to any indemnified party except and to the extent the indemnifying party is prejudiced thereby. In any such action where the indemnified party has given the notice described in this paragraph, the indemnifying party will be entitled to participate in and, to the extent that it will wish, jointly with any other indemnifying party similarly notified, to assume defense of the action. After written notice to such indemnified party that the indemnifying party has elected to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense other than reasonable costs of investigation.

46. **Dispute Resolution Process.** Each party to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement or breach thereof, promptly by negotiations between representatives of the parties at a mutually agreed upon time and place.

Mediation: If the matter has not been resolved within thirty (30) days of the parties first meeting, or if the parties fail to meet within thirty (30) days of the date the dispute arises, the parties will attempt in good faith to resolve the dispute or claim by mediation, either through a mediator mutually agreed upon by the parties or through a mediation process administered by FINRA Dispute Resolution or any successor organization ("FINRA"), under its Mediation Code. Any party may initiate mediation by sending written notice to the parties or by filing a submission to mediation with FINRA. Any such mediation proceedings conducted by FINRA will be conducted at FINRA in New York, New York, unless the parties have mutually agreed to another location.

Arbitration Procedures: If the matter has not been resolved 60 days of the initiation of the mediation process, or if any party fails to participate in the mediation, the controversy will be resolved by binding arbitration before FINRA or if FINRA lacks jurisdiction then the parties agree to arbitration before the American Arbitration Association ("AAA"). Any party may initiate arbitration by filing a Statement of Claim with FINRA. The arbitration will be conducted before a panel of three arbitrators (unless the parties agree in writing to some other number) in accordance with the applicable arbitration body's practice. Except with respect to the interpretation and enforcement of these Arbitration Procedures (which will be governed by the Federal Arbitration Act), the arbitrator(s) will apply the laws of the state of New York (without giving effect to its choice of law principles). The arbitrator(s) will have no authority to award punitive, exemplary or other damages not based on a party's actual damages (and the parties expressly waive their right to receive such damages). The arbitration will be conducted in New York, New York, unless the parties mutually agree to another location. Judgment on the arbitrator(s)' award may be entered in any court have jurisdiction.

Any costs, fees or taxes involved in enforcing an award will be fully assessed against the party resisting enforcement.

The following will be applicable to protect the parties' rights:

- a. all deadlines specified in this clause may be extended by mutual agreement.
- b. the procedures specified in this clause will be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this clause.
- c. all applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures specified in this clause are pending. The parties will take such action, if any, required to effectuate such tolling.
- d. all negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence and/or state rules governing mediations.
- e. the parties will bear their own costs in both the mediation and the arbitration; however, the parties will share the fees and expenses of both the mediators and arbitrators equally.

47. **Notices.** All notices or communications to an Insurance Company will be sent to:

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, Massachusetts 01111  
Attn: Entity Contracting Unit, C250

All notices or communications to Distributors will be sent to:

MML Distributors, LLC  
1295 State Street  
Springfield, Massachusetts 01111  
Attn: Chief Legal Officer

All notices or communications to Retail Firm and/or an Agency will be sent to the individual executing this Agreement on behalf of Retail Firm at the address shown on the signature page of this Agreement.

All notices or communications to Broker-Dealer will be sent to the individual executing this Agreement on behalf of Broker-Dealer at the address shown on the signature page of this Agreement.

48. **Term of Agreement.** This Agreement will be effective as of the latest date appearing on the signature page hereof and will continue until terminated. This Agreement and any amendments to this Agreement will be terminated immediately if:

- a. any party hereto materially breaches this Agreement;
- b. Retail Firm or (if applicable) Broker-Dealer ceases to be registered as a broker-dealer under the Exchange Act or be a member in good standing of the FINRA;
- c. Retail Firm or Broker-Dealer is dissolved or liquidated; or
- d. Retail Firm or Broker-Dealer is adjudged bankrupt, insolvent or is placed under the control of a trustee appointed under the Securities Investors Protection Act.

Any party may terminate this Agreement at any time, without cause, upon written notice to the other parties. Upon termination of this Agreement all authorizations, rights and obligations will cease except those described in Sections 20, 23 (with respect only to Insurance Companies' ownership of premiums), 24 (with respect only to Producers' obligation to provide underwriting information), 27, and 37 through 47 of this Agreement.

Notwithstanding the foregoing, after termination of this Agreement, Producers will be entitled to receive Compensation relating to Product applications received by an Insurance Company prior to termination (less any applicable offset). The payment of any such Compensation is subject to all applicable laws, regulations, and the Conduct Rules.

49. **Amendments.** Insurance Companies and Distributors reserve the unconditional right to modify the Products, to amend this Agreement and the schedules hereto, and to suspend the sale of any of the Products at any time. The submission of an application by Producers after notice of any such change has been sent to Producers will constitute Producers' agreement to the change.
50. **Binding Agreement, Assignments.** This Agreement will be binding on and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, estates, successors and assigns provided that no assignment of this Agreement will be valid unless authorized in writing by each non-assigning party. Any assignment will be subject to the prior rights of the non-assigning party or parties and any applicable law, regulation and the Conduct Rules. This Agreement will supersede and replace all previous Agreements or Contracts between Insurance Companies and (if applicable) Distributors and Producers.
51. **Captions.** The captions and headings in this Agreement are for convenience only and will not be deemed part of this Agreement or affect its meaning or interpretation.
52. **Governing Law, Entire Agreement.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts and constitutes the entire agreement and understanding among the parties with respect to the matters contained herein.
53. **Forbearance Not a Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement will not be construed as a waiver of such conditions and no waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions.
54. **Force Majeure.** No party to this Agreement will be responsible to another party for delays or errors in its performance or other breach under this Agreement 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.
55. **Severability.** In the event that a court of competent jurisdiction declares any provision of this Agreement invalid, such a determination will have no effect on its remaining provisions.
56. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed in all respects an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**MASSACHUSETTS MUTUAL  
LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MML BAY STATE  
LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**C.M. LIFE INSURANCE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MML DISTRIBUTORS, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RETAIL FIRM**

(name: \_\_\_\_\_)  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BROKER-DEALER**

(name: \_\_\_\_\_)  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INSURANCE AGENCY**

(name: \_\_\_\_\_)  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INSURANCE AGENCY**

(name: \_\_\_\_\_)  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**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)

<p><b>Worksite:</b> <input checked="" type="checkbox"/> all products</p> <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li></ul>	
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This amendment (the "Amendment") to the Insurance Products Distribution Agreement (the "Agreement") and the terms and conditions contained herein are incorporated into and made part of your Agreement by and among Massachusetts Mutual Life Insurance Company, MML Bay State Life Insurance Company, and C.M. Life Insurance Company (individually, an "Insurance Company", collectively, the "Insurance Companies"), MML Strategic Distributors, LLC or MML Distributors, LLC, as appropriate ("Distributor"), Retail Firm, and Broker-Dealer (Broker-Dealer with Retail Firm collectively, the "Producers"), effective upon signing of the Agreement.

### **RECITALS**

**WHEREAS**, the Parties entered into the Agreement for the sale and distribution of certain annuity and life insurance products issued by Insurance Companies (the "Products") through duly-licensed and registered natural persons associated with the Producers (the "Representatives");

**WHEREAS**, the New York Department of Financial Services issued its First Amendment to New York Insurance Regulation 187, at 11 NYCRR 224.0 *et seq.*, ("Amended Reg. 187"), requiring recommendations, as such term is defined in Amended Reg. 187, with respect to both new and in-force annuity contracts and life insurance policies and certain transactions therein to be in consumers' best interest, effective as of August 1, 2019 for annuities (the "Annuities Effective Date"), and February 1, 2020 for life insurance (the "Life Insurance Effective Date");

**WHEREAS**, under Amended Reg. 187, an insurer may contract with a third party to establish and maintain a system of supervision for recommendations of sales transactions, as defined in Amended Reg. 187, involving the insurer's annuity contracts and life insurance policies that have been or will be delivered or issued for delivery in the state of New York; and

**WHEREAS**, the Parties desire to amend the Agreement to add provisions to address the Parties' respective obligations and responsibilities under Amended Reg. 187.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Amendment, the Parties agree as follows:

- 1. Compliance with Best Interest Standard and Requirements.** The following provisions shall apply in addition to the provisions in the Agreement regarding compliance with applicable federal, state and self-regulatory organization standard of care and suitability requirements for the Products:
  - a. With respect to recommendations (as defined in Amended Reg. 187) involving both new and in-force Products delivered or issued for delivery in the state of New York ("NY Products"), the Producers shall develop procedures reasonably designed to comply with, and reasonably designed to ensure that the Representatives comply with, the requirements of Amended Reg. 187 applicable to producers, including without limitation compliance with all applicable best interest, suitability, training, disclosure,

information collection, documentation and determination requirements as in effect as of the Annuities Effective Date with respect to NY Products that are annuity contracts, as of the Life Insurance Effective Date with respect to NY Products that are life insurance policies, and as of the effective date(s) of any subsequent amendments to Amended Reg. 187 that become effective after the date of this Amendment.

- b. The Producers acknowledge and agree that the submission of an application or transaction request with respect to a NY Product by the Producers or a Representative to an Insurance Company shall be deemed to be a representation that (i) the Producers and Representative in connection therewith complied with all requirements of Amended Reg. 187 as in effect at the time of such submission applicable to the Producers and Representatives as producers; and (ii) the Producers have a reasonable basis to believe that sales transactions are suitable based on the suitability information provided by the consumers.
- c. Notwithstanding any other provision in this Amendment, the Producers are only required to determine there is a reasonable basis to believe the sales transactions are suitable based on the suitability information provided by the consumer for the NY Products indicated on Appendix A of this Amendment.

2. **Delegation to Producers.** Pursuant to Amended Reg. 187, Insurance Companies hereby delegate to the Producers the obligation to establish and maintain a system of supervision for recommendations of sales transactions (as such term is defined in Amended NY Reg. 187, herein "sales transactions") involving NY Products, and the Producers hereby accept such delegation.
3. **Producers Performance of Delegated Functions.** The Producers shall establish and maintain a supervision system for the supervision of sales transactions recommended by the Representatives that meets the requirements of 11 NYCRR 224.6(b) of Amended Reg. 187, which shall include, but not be limited to, standards and procedures for: (i) the collection of a consumer's suitability information with respect to sales transactions involving NY Products; (ii) the documentation and disclosure of the basis for any recommendation with respect to sales transactions involving NY Products; and (iii) the auditing and/or contemporaneous review of recommendations of sales transactions involving NY Products to monitor Representatives' compliance with the obligation to act in the best interest of consumers.
4. **Producers Certification.** The Producers hereby certifies, and shall, hereafter annually certify in writing, the following: "Producers have established and maintain a system of supervision for recommendations of sales transactions involving both new and in-force annuity and life insurance products issued by Insurance Companies that are or were delivered or issued for delivery in the state of New York ("NY Products"), and such system of supervision includes, but is not limited to, standards and procedures for: (i) the collection of a consumer's suitability information with respect to sales transactions involving NY Products; (ii) the documentation and disclosure of the basis for any recommendation with respect to sales transactions involving NY Products; and (iii) the auditing and/or



contemporaneous review of recommendations of sales transactions involving NY Products to monitor Representatives' compliance with the obligation to act in the best interest of consumers." It is understood and agreed by the Parties that Insurance Companies, at their election, may rely upon the written certification the Producers provide pursuant to this section to satisfy Insurance Company's supervision and audit obligations with respect to sales transactions that result from the exercise of contractual rights under NY Products.

Certifications provided pursuant to this Section 4 shall be signed by an authorized senior officer or manager of the Producers with responsibility for overseeing NY Product sales practices and who has a reasonable basis on which to make the certification on behalf of Producers.

**5. Audit of Delegated Supervision Functions.**

- a. The Producers shall cooperate with Insurance Companies in connection with reasonable requests related to Insurance Companies' audits of supervision functions delegated to the Producers by Insurance Companies under Amended Reg. 187.
- b. The Producers shall maintain and make available upon reasonable request by Insurance Companies' records relating to supervision functions delegated to Producers pursuant to this Amendment.

**6. Training.** To the extent that the Producers desire to utilize training other than Insurance Company-provided or approved training to satisfy the training requirements of Amended Reg. 187, the Producers shall provide information about such other training to the relevant Insurance Company for consideration, and shall not implement such training without the relevant Insurance Company's prior written approval.

**7. Conflict.** In the event of any conflict between the provisions of this Amendment and any provision of the Agreement, the provisions of this Amendment shall prevail.

The submission of an application or transaction request with respect to a NY Product by the Producers or a Representative to an Insurance Company after this Amendment has been sent to the Producers will constitute the Producer's agreement to the changes described in this Amendment.

This Amendment shall be null and void to the extent the Amended Reg. 187 does not become applicable, or if after becoming applicable, the Amended Reg. 187 is revoked.

All capitalized terms used but not defined in this Amendment, including Retail Firm and Broker Dealer, shall have the same meaning as is given to them in the Agreement.

## **Appendix A**

While the Producers will establish and maintain a supervision system pursuant to the terms of the Amendment, Producer is only required to determine that there is a reasonable basis to believe the sales transactions are suitable based on the suitability information provided by the consumer ("Suitability Delegation") for the NY Products indicated in this Appendix A.

### **Variable Annuities**

\_\_\_\_ all products

### **Fixed Annuities**

\_\_\_\_ all products

### **Variable Life Insurance & Group Variable Life Insurance**

\_\_\_\_ all products

### **Fixed Life Insurance & Fixed Group Life Insurance**

\_\_\_\_ all products

### **No Suitability Delegation** \_\_\_\_\_

Please submit completed forms to:

[AdvisorOperationsHub@massmutual.com](mailto:AdvisorOperationsHub@massmutual.com)

or via Fax: 1-800-343-5629

MASSMUTUAL CAREER AGENCY USE ONLY	
Agency #:	BD Unit #:
Additional Agency # (if applicable):	BD Unit # (if applicable):
<b>Additional Agency:</b> If producer is dually appointed with another Agency and BD Unit. Please note: Producers cannot be affiliated with more than one BD unit in the same Agency.	

MassMutual follows "Just-In-Time" appointing. Except for KS, MT, PA (require pre-appointment); appointments will be processed at the time of new business submission. For "service only" requests, only a state license is needed.

Please note: Entity (Broker/Dealer) must have the applicable in-force selling and/or servicing agreement with MassMutual Life Insurance Company, C.M. Life Insurance Company, MML Strategic Distributors, LLC (MSD), and/or MML Distributors, LLC (MMLD).

1.) Must be Completed for All Requests - Contracting Details			
<b>Product Information:</b>		<b>National Accounts</b> (Includes: Traditional Life, DI, Variable Life, LTC (service only)	
		<b>Institutional Insurance / EGL</b> (Includes: Private Client Group, COLI/BOLI, GUL/GVUL)	
		<b>Worksite</b> (Includes Whole Life, Universal Life, Critical Illness & Accident (CIA))	
<b>Business Pending:</b>	YES NO (If Yes, please provide Secured Date)	<b>New Business Secured Date:</b>	
2.) Must be Completed for All Requests - Entity (Broker/Dealer) Information			
<b>Business Name:</b>		<b>Tax ID:</b>	<b>Business Phone:</b>
<b>Business Address:</b> (street, apt. #, city, state, zip)			
<b>Contact Person:</b> (name, phone, email)			
3.) Must be Completed for All Requests - Individual Information			
<b>Name</b> (first, middle, last, suffix):		<b>Gender:</b> Male Female	<b>Social Security:</b>
		<b>Date of Birth:</b>	
<b>Resident Address:</b> (street, apt. #, city, state, zip)		<b>Business Phone:</b>	<b>CRD#</b> (if applicable)
		<b>E-mail Address:</b>	
<b>Business Address:</b> (street, apt. #, city, state, zip)		<b>Anti-Money Laundering training</b> - have you completed through your Broker Dealer? YES NO	
<b>NATIONAL ACCOUNT REQUESTS:</b> Have you done business with another MassMutual General Agent in the last 24 months?			YES NO

For questions, please contact us at: [AdvisorOperations@massmutual.com](mailto:AdvisorOperations@massmutual.com)  
 or via phone: **1-800-767-1000, x45368** (8 a.m. to 6 p.m. EST Monday - Friday).

### How to Enroll:

Please submit your completed form to either email address below:

[AdvisorOperationsHub@MassMutual.com](mailto:AdvisorOperationsHub@MassMutual.com)

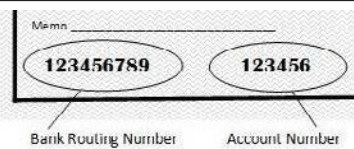
[MMSDBrokerServicesHub@MassMutual.com](mailto:MMSDBrokerServicesHub@MassMutual.com)

Completed forms can also be faxed or emailed 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, Annuity, Disability, Worksite, LTC (as applicable) to the account listed below. (Personal or corporate checking / savings account)

**\*Select Account Type (only one):**

Checking Savings

**\*Routing #**

**\*Account #**

**\*Bank /Financial Institution's Name:**

### Variable Compensation *(must be paid to a registered broker dealer or a licensed entity on behalf of the broker dealer)*

Direct my variable compensation to the account listed below, (licensed corporate account)

**\*Select Account Type (only one):**

Checking Savings

**\*Routing #**

**\*Account #**

**\*Bank /Financial Institution's Name:**

\*Denotes Required Fields

### 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 either email address listed to the left.

*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 not a personal checking or savings account (must be a licensed corporate account to receive variable compensation).

\* \_\_\_\_\_  
**Authorized signature** **Date**

**\*Producer or Company Name** (please print):

\***SSN or Tax ID:**

\***Phone Number:**  -  -

\***E-mail Address:** \_\_\_\_\_

### For questions, please contact:

**MMFA/Worksite:** [AdvisorOperations@MassMutual.com](mailto:AdvisorOperations@MassMutual.com),  
or call 1-800-767-1000, ext. 48850

**MMSD:** [MMSDBrokerServicesInquiry@MassMutual.com](mailto:MMSDBrokerServicesInquiry@MassMutual.com)  
or call 1-800-601-9983, Opt. 3

800 lines open 8 a.m. to 6 p.m. EST Monday - Friday