BRIGHTHOUSE SECURITIES, LLC  
  
 SALES AGREEMENT  
  
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 BRIGHTHOUSE SECURITIES, LLC  
  
 SALES AGREEMENT  
  
This agreement, including the exhibits attached hereto (collectively the  
"Agreement") is made, entered into and effective as of\_\_\_\_\_\_\_\_, ("Effective  
Date") by and among Brighthouse Securities, LLC, a Delaware corporation (the  
"Principal Underwriter"), and \_\_\_\_\_\_\_\_ (the "Broker") that is registered as a  
broker dealer with the Securities and Exchange Commission ("SEC") under the  
Securities Exchange Act of 1934, as amended, (the "1934 Act") and a member of  
the Financial Industry Regulatory Authority ("FINRA") and is also either  
licensed as an insurance agency or is affiliated with one or more validly  
licensed insurance agencies.  
  
 WITNESSETH:  
  
WHEREAS, Principal Underwriter and its Affiliates (as hereafter defined) issue  
or provide access to certain insurance and financial products;  
  
WHEREAS, Broker sells and services insurance and financial products and wishes  
to sell and service certain of Principal Underwriter's and its Affiliates  
insurance and financial products;  
  
WHEREAS, Principal Underwriter proposes to compensate Broker for such sales and  
servicing;  
  
NOW, THEREFORE, in consideration of the mutual covenants and agreements set  
forth herein, the parties hereto agree as follows:  
  
 ARTICLE I.  
 DEFINITIONS  
 -----------  
  
Section 1.1. The following terms, when used in this Agreement, shall have the  
meanings set forth in this Article I. Other terms may be defined throughout  
this Agreement. Definitions shall be deemed to refer to the singular or plural  
as the context requires:  
  
 (a) Affiliate - Any entity that directly or indirectly controls, is  
 controlled by or is under common control with Principal  
 Underwriter or Broker, as applicable, including, without  
 limitation, any entity that owns 25% or more of the voting  
 securities of any of the foregoing and any entity that is a  
 subsidiary of any of the foregoing.  
  
 (b) Agency - Those agencies identified in Exhibit C hereto, which are  
 properly licensed to participate in the business of insurance.  
  
 (c) Applicable Law - Shall have the meaning given to such term in  
 Article IV of this Agreement.  
  
 (d) Business Day - Any day other than a Saturday, Sunday or a federal  
 legal holiday.  
  
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 (e) Confidential Information - Includes without limitation,  
 (i) statistical, premium rate and other information that is  
 identified by Principal Underwriter as commercially valuable,  
 confidential, proprietary or a trade secret, including but not  
 limited to information regarding Principal Underwriter's systems  
 and rating methodology; and (ii) any information identified in  
 writing by a party as confidential at the time the information is  
 divulged to the other party.  
  
 Confidential Information does not include any information, written  
 or oral, which (i) at the time of disclosure or thereafter is  
 generally available in the public domain (other than as a result  
 of a disclosure in violation of this Agreement), (ii) has been  
 received, obtained, developed or created by the receiving party  
 independently from the performance of its obligations under this  
 Agreement, or (iii) was made available to the receiving party on a  
 non-confidential basis from a source other than the disclosing  
 party, provided that such source is not and was not bound by an  
 independent obligation of confidentiality.  
  
 (f) Contracts - Those contracts and policies that are identified on  
 Exhibits A and B attached hereto, which Exhibits may be amended at  
 any time by Principal Underwriter in its sole discretion.  
  
 (g) Customer Complaint - Shall have the meaning given to such term in  
 Section 6.2 of this Agreement.  
  
 (h) Customer Information - Information in electronic, paper or any  
 other form that Broker or its representatives obtained, had access  
 to or created in connection with its obligations under this  
 Agreement regarding individuals who applied for or purchased  
 Principal Underwriter's products. Customer Information includes  
 Nonpublic Personal Information, as defined below in paragraph (j),  
 and Protected Health Information, as defined in paragraph (m).  
 Customer Information may also include, but is not limited to,  
 information such as the individual's name, address, telephone  
 number, social security number, as well as the fact that the  
 individual has applied for, is insured under, or has purchased a  
 Principal Underwriter product. Customer Information does not,  
 however, include information that is (i) generally available in  
 the public domain (other than as a result of a disclosure in  
 violation of this Agreement) and is derived or received from such  
 public sources by Broker; (ii) received, obtained, developed or  
 created by the Broker independently from the performance of its  
 obligations under this Agreement; (iii) disclosed to the Broker by  
 a Third Party, provided such disclosure was made to Broker without  
 any violation of an independent obligation of confidentiality or  
 Applicable Law.  
  
 (i) HIPAA - The Health Insurance Portability and Accountability Act of  
 1996, as now in force or hereafter amended, and all related  
 regulations.  
  
 (j) Nonpublic Personal Information - Nonpublic personal information  
 means financial or health related information by which a financial  
 institution's consumers and customers are individually  
 identifiable, including but not limited to nonpublic personal  
 information as defined by Title V of the Xxxxx-Xxxxx-Xxxxxx Act  
 and regulations adopted pursuant to the Act.  
  
 (k) Non-variable Contracts - Those Contracts that include, without  
 limitation, non-variable rate annuity contracts, non-variable life  
 insurance policies, long term care insurance and other fixed  
 insurance contracts, issued by Principal Underwriter or its  
 Affiliates, as identified in Exhibit B, which Exhibit may be  
 amended at any time by Principal Underwriter in its sole  
 discretion.  
  
 (l) Prospectus - The prospectuses and statements of additional  
 information included within the Registration Statements referred  
 to herein or filed pursuant to the Securities Act of 1933 and the  
 Investment Company Act of 1940, as amended.  
  
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 (m) Protected Health Information ("PHI") - Information related to  
 individuals who have applied for, have purchased or are insured  
 under Principal Underwriter products that are considered to be  
 health plans subject to HIPAA, such as Principal Underwriter's  
 long-term care insurance policies and riders, for the purposes of  
 this Agreement and, consistent with regulations issued pursuant to  
 HIPAA. PHI is defined as individually identifiable information  
 that is transmitted or maintained in any medium and relates to:  
 the past, present or future physical or mental health or condition  
 of an individual; the provision of health care to an individual;  
 or future payment for the provision of health care to the  
 individual. This definition of PHI includes demographic  
 information about the individual, including, but not limited to,  
 names, geographic subdivisions smaller than a state (including but  
 not limited to street addresses and ZIP codes); all elements of  
 dates (except year) for dates directly related to an individual,  
 including but not limited to birth date; telephone numbers; fax  
 numbers; electronic mail (E-mail) addresses; Social Security  
 numbers; medical record numbers; health plan beneficiary numbers;  
 account numbers; certificate/license numbers; vehicle identifiers  
 and serial numbers, including license plate numbers; device  
 identifiers and serial numbers; Web Universal Resource Locators;  
 Internet Protocol address numbers; biometric identifiers,  
 including finger and voice prints; full face photographic images  
 and any comparable images; and any other unique identifying  
 number, characteristic, or code.  
  
 (n) Registration Statements - Registration statements and amendments  
 thereto filed with the SEC relating to the Variable Contracts,  
 including those for any underlying investment vehicle or variable  
 insurance rider.  
  
 (o) Representatives - Those individuals, accepted by Principal  
 Underwriter or its Affiliates to solicit and sell Contracts under  
 the terms of this Agreement, who are licensed and appointed as a  
 life insurance agent of Principal Underwriter or its Affiliates,  
 and with respect to registered products, are also registered with  
 Broker in compliance with the 1934 Act.  
  
 (p) Third Party - A party that is not a signatory to this Agreement.  
  
 (q) Variable Contracts - Those Contracts that include variable life  
 insurance policies, variable annuity contracts, variable insurance  
 riders and other variable insurance contracts, issued by Principal  
 Underwriter or its Affiliates, as identified in Exhibit A, which  
 Exhibit may be amended at any time by Principal Underwriter in its  
 sole discretion.  
  
 (r) 1933 Act - The Securities Act of 1933, as amended.  
  
 (s) 1934 Act - The Securities Exchange Act of 1934, as amended.  
  
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 ARTICLE II  
 AUTHORIZATIONS, REPRESENTATIONS, AND COVENANTS OF PRINCIPAL UNDERWRITER  
 -----------------------------------------------------------------------  
  
Section 2.1. Authorization. Principal Underwriter represents that it is duly  
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authorized, on behalf of itself and each Affiliate that issues or provides  
access to the Contracts, to enter into this Agreement with Broker to distribute  
such Contracts.  
  
Section 2.2. Solicitation of Applications.  
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 (a) Solicit Non-variable Contract Applications. Principal Underwriter  
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 authorizes Broker through its Representatives to solicit  
 applications for the Non-variable Contracts, provided that  
 (i) Broker shall not solicit applications for Non-variable  
 Contracts except in those states where it and its Representatives  
 are appropriately licensed; (ii) in which the Non-variable  
 Contracts are qualified for sale under Applicable Law; and  
 (iii) Broker complies in all other respects with the published  
 policies and procedures of Principal Underwriter or its  
 Affiliates, as applicable, and with the terms of this Agreement.  
  
 (b) Solicit Variable Contract Applications. Principal Underwriter  
 ---------------------------------------  
 authorizes Broker through its Representatives to offer and sell  
 the Variable Contracts, provided that (i) Broker shall not solicit  
 applications for Variable Contracts except in those states where  
 it is and its Representatives are appropriately licensed;  
 (ii) there is an effective Registration Statement relating to such  
 Variable Contracts; (iii) such Variable Contracts are qualified  
 for sale under Applicable Law in such state in which the sale or  
 solicitation is to take place; and (iv) Broker complies in all  
 other respects with the published policies and procedures of  
 Principal Underwriter and its Affiliates, and with the terms of  
 the Agreement.  
  
Section 2.3. Required Notices to Broker. Principal Underwriter shall notify  
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Broker or its designee of the issuance by the SEC of any stop order with  
respect to a Registration Statement or the initiation of any proceeding by the  
SEC relating to the registration and/or offering of Variable Contracts and of  
any other action or circumstances that makes it no longer lawful for Principal  
Underwriter or its Affiliates to offer or issue one or more of Variable  
Contracts. Principal Underwriter shall advise Broker of any revision of or  
supplement to any Prospectus related to the Variable Contracts or underlying  
investments of such Variable Contracts.  
  
Section 2.4. Rights of Principal Underwriter. Without limiting Principal  
 --------------------------------  
Underwriter and its Affiliates absolute control of their business and  
operations or other rights under this Agreement, Principal Underwriter and its  
Affiliates shall specifically retain authority to:  
  
 a) refuse for any reason to appoint a Representative and cancel any  
 existing appointment at any time;  
  
 b) direct the marketing of its financial and insurance products and  
 services;  
  
 c) refuse to issue any Product;  
  
 d) underwrite all insurance policies issued by it;  
  
 e) cancel risks;  
  
 f) handle all matters involving claims adjusting and payment;  
  
 g) prepare all policy forms and amendments;  
  
 h) maintain custody of, responsibility for and control of all  
 investments; and  
  
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 i) withdraw a Contract from sale or change or amend a Contract at  
 Principal Underwriter's discretion.  
  
Section 2.5. Broker's Access to Copies of Documents. During the term of this  
 ---------------------------------------  
Agreement, Principal Underwriter shall provide Broker, without charge and when  
applicable, with as many copies of the Contract prospectus(es), current  
underlying mutual fund prospectus(es), statements of additional information and  
applications for the Contracts, as Broker may reasonably request. Upon receipt  
from Principal Underwriter of updated copies of the Contract prospectus(es),  
current underlying mutual fund prospectus(es), statements of additional  
information and applications for the Contracts, Broker shall promptly discard  
or destroy all copies of such documents previously provided to them, except  
such copies as are needed for purposes of maintaining records as may be  
required in Article VII and by Applicable Law. Upon termination of this  
Agreement, Broker shall promptly return to Principal Underwriter all Contract  
prospectus(es), current underlying mutual fund prospectus(es), statements of  
additional information, Contract applications and other materials and supplies  
furnished by Principal Underwriter to Broker or to its Representatives, except  
for copies required for maintaining records as may be required in Article VII  
and by Applicable Law.  
  
Section 2.6. Advertising Material. During the term of this Agreement, Principal  
 ---------------------  
Underwriter or its Affiliates shall be responsible for providing and approving  
all promotional, sales and advertising material to be used by Broker. Principal  
Underwriter shall file such materials or shall cause such materials to be filed  
with the SEC, FINRA, and any state securities or insurance regulatory  
authorities, as required by Applicable Law.  
  
Section 2.7. Marketing Reports. Principal Underwriter or its Affiliate shall  
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compile periodic marketing reports summarizing sales results to the extent  
reasonably requested by Broker.  
  
 ARTICLE III  
 REPRESENTATIONS AND COVENANTS OF BROKER  
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Section 3.1. Appointment of Broker. Broker shall solicit, sell and service the  
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Contracts and shall use commercially reasonable efforts to find suitable  
purchasers for the Contracts. Broker represents and warrants that it shall only  
offer Contracts in those states where it or its Agency is appropriately  
licensed and has obtained any other appointments, approvals, licenses,  
authorizations, orders or consents which are necessary to enter into this  
Agreement and to perform its duties hereunder.  
  
Section 3.2. Licenses, Appointments and Approvals. Broker represents and  
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warrants that it is a registered broker-dealer under the 1934 Act, has all  
necessary broker-dealer licenses, is a member in good standing with the FINRA,  
and is licensed as an insurance broker and has obtained any other approvals,  
licenses, authorizations, orders or consents which are necessary to enter into  
this Agreement and to perform its duties hereunder. Broker further represents  
that its Representatives who shall be soliciting applications for the  
Contracts, whether alone or jointly with representatives of Principal  
Underwriter or its designee, shall at all times be appropriately registered  
and/or licensed as required by Applicable Law and shall comply with all  
requirements of Applicable Law. Broker further represents that neither it nor  
any of its Representatives are currently under investigation by any insurance  
regulator, FINRA, any other self-regulatory organization or other governmental  
authority, including but not limited to the SEC and Departments of Insurance  
(except for any investigations of which it has notified Principal Underwriter  
in writing). Broker further represents that it shall notify Principal  
Underwriter of the existence and subject matter of any formal or informal  
investigation of Broker or any of its agents that is commenced by any insurance  
regulator, FINRA or SEC, any other self regulatory organization or other  
governmental authority, in connection with the sale of the Contracts. Broker  
further represents that it shall immediately notify Principal Underwriter in  
writing if it or any of its Representatives have any of their respective  
licenses, which are required under this Agreement for the solicitation of, sale  
of or provision of services to the Contracts, surrendered, removed, revoked,  
cancelled or suspended, whether voluntarily or involuntarily.  
  
Section 3.3. Policies and Procedures. Broker shall comply with the policies and  
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procedures of Principal Underwriter and its Affiliates with respect to the  
solicitation, sales and administration of Contracts and services Broker and  
Representatives are authorized to sell and service under the Agreement,  
including, but not limited to,  
  
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privacy policies and procedures, as those policies and procedures may be  
provided to Broker by Principal Underwriter from time to time.  
  
Section 3.4. Disclosure of Relationship with Principal Underwriter and  
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Disclosure of Compensation. If and as required by Applicable Law, Broker shall  
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disclose in writing to each applicant for a Contract Broker's relationship with  
Principal Underwriter and the compensation, and anything of value, Broker  
receives from Principal Underwriter for the services performed under this or  
any other Agreement. Principal Underwriter reserves the right to disclose to  
its purchasers of Contracts, and potential purchasers of Contracts, details  
regarding compensation, and anything of value, it, and any Principal  
Underwriter affiliate, may pay to Broker, or any of its affiliates, under this  
Agreement and any other agreement.  
  
Section 3.5. Education, Training, Supervision and Control of Representatives.  
 ----------------------------------------------------------------  
Broker shall train, supervise and be solely responsible for the conduct of its  
Representatives in their solicitation and servicing activities in connection  
with the Contracts, and shall supervise Representatives' strict compliance with  
Applicable Law, as well as the rules and procedures of Principal Underwriter  
pertaining to the solicitation, sale and submission of applications for the  
Contracts and the provision of services relating to the Contracts. Broker shall  
conduct background investigations of its current and proposed new  
Representatives to determine their qualifications, good character and moral  
fitness to sell the Contracts and shall provide Principal Underwriter with  
copies of such investigations upon Principal Underwriter's written request.  
Likewise, Broker is solely liable for the acts and omissions of its  
Representatives in the course of conducting its business.  
  
Section 3.6. Broker/Representative Communications. Neither Broker nor any of  
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its Representatives, are authorized by Principal Underwriter or its Affiliates  
to give any information or make any representation in connection with this  
Agreement or the offering of the Contracts other than those contained in the  
Contract, Prospectus, or promotional material authorized for use in writing by  
Principal Underwriter or its Affiliates. Broker shall not make any  
representations or give information that is not contained in the Contract,  
Prospectus or promotional material of the Contracts.  
  
Section 3.7. Suitability Requirements. Broker shall establish and maintain a  
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system to supervise its Representatives reasonably designed to ensure that, in  
making a recommendation to purchase a Contract (including as a part of an  
exchange), the Representative has reasonable grounds to believe that, based on  
facts disclosed by the purchaser, the purchase of the Contract is suitable for  
the purchaser as and to the extent required by Applicable Law. As part of the  
supervisory system, Broker shall maintain written procedures and conduct  
periodic reviews of its records that are reasonably designed to achieve  
compliance with these requirements. Broker shall be solely responsible for  
determining the suitability of recommendations to purchase a Contract made by  
its Representatives in accordance with Applicable Law, and shall, upon a  
reasonable written request from Principal Underwriter, provide written  
documentation of such process, including without limitation the certifications  
required in Section 4.3. To the extent required by Applicable Law and upon  
written request from Principal Underwriter, Broker shall promptly provide  
documentation and other information reasonably necessary to allow Principal  
Underwriter or its Affiliates to determine that Broker is performing the  
required functions described above.  
  
Section 3.8. Application Review. Broker shall review diligently all Contract  
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applications for accuracy and completeness and for compliance with the  
conditions herein, including the suitability and prospectus delivery  
requirements, and shall take all reasonable and appropriate measures to ensure  
that applications submitted to Principal Underwriter are accurate, complete,  
compliant with the conditions herein, and approved by a qualified registered  
principal.  
  
Section 3.9. Replacement. Broker certifies on behalf of itself, its  
 ------------  
Representatives and its Agencies that it shall adhere to Applicable Law before  
it receives or solicits any applications for Contracts. In addition to the  
conditions and limitations elsewhere contained in this Agreement and the  
Compensation Schedules, no first year commission shall be payable on  
replacements or switches of any Contract with another Contract, which are  
undisclosed, and which require disclosure by Applicable Law or Principal  
Underwriter's or its Affiliates' rules on replacement transactions. Specific  
replacement or switching rules of each applicable Affiliate are described in  
Principal  
  
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Underwriter's Rewritten Business Rules, which shall be made available to Broker  
and which may be amended at any time by Principal Underwriter in its sole  
discretion.  
  
Principal Underwriter shall make available written guidelines of Principal  
Underwriter's position with respect to the acceptability of replacements (the  
"Replacement Guidelines"), which Replacement Guidelines may be amended at any  
time by Principal Underwriter in its sole discretion. Broker shall provide each  
of its Representatives with a copy of the Replacement Guidelines. Broker shall  
establish and maintain a system to supervise its Representatives reasonably  
designed to review the appropriateness of each replacement transaction and each  
transaction's conformity with the Replacements Guidelines. As part of its  
supervisory system, Broker shall implement procedures that are reasonably  
designed to detect transactions that are replacements of existing policies or  
contracts, but that have not been reported as such by the Representative making  
the sale. These procedures must include, but are not limited to, systematic  
customer surveys and interviews, confirmation letters and programs of internal  
monitoring. Broker shall be solely responsible for determining that a  
replacement transaction by any of its Representatives is in compliance with  
Principal Underwriter's Replacement Guidelines and with Applicable Law. To the  
extent required by Applicable Law and upon written request from Principal  
Underwriter, Broker shall promptly provide documentation and other information  
reasonably necessary to allow Principal Underwriter or its Affiliates to  
determine that Broker is performing the required functions described in this  
Section 3.9.  
  
Section 3.10. Audit of Representatives. Broker shall maintain reasonable  
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procedures for its periodic audit of its Representatives' sales practices and  
shall, upon a reasonable written request from Principal Underwriter, provide a  
written report to Principal Underwriter on the results of such audits;  
provided, however, that Broker shall retain sole responsibility for the  
supervision, inspection and control of its Representatives.  
  
Section 3.11. Collection of Payments. Only the initial purchase payments for  
 -----------------------  
the Contracts shall be collected by Representatives of Broker. All such  
purchase payments shall be remitted promptly in full (and in no event later  
than the time permitted under Applicable Law) together with any related  
application, forms and any other required documentation to Principal  
Underwriter or the appropriate Affiliate. The Broker shall make such  
remittances in accordance with any and all policies and procedures described in  
the Contract, prospectus, if appropriate, or as otherwise adopted by Principal  
Underwriter and its Affiliates.  
  
Section 3.12. Contract Delivery. Unless otherwise requested by Broker and  
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agreed to by Principal Underwriter, once a Contract has been issued, it shall  
be delivered to Broker and, after review by Broker, shall be timely delivered  
by Broker to the applicant, accompanied by any documents required to be  
delivered by Applicable Law and any additional appropriate documents. In the  
case of long-term care insurance, Broker shall ensure delivery of each new  
long-term care insurance contract within thirty (30) days of the contract's  
approval date. Principal Underwriter shall confirm or cause to be confirmed to  
customers all Contract transactions, to the extent required by Applicable Law,  
and shall administer the Contracts after they have been delivered, but may from  
time to time require assistance from Broker. If a purchaser exercises the free  
look rights under a Contract, Broker shall indemnify Principal Underwriter for  
any loss incurred by Principal Underwriter or its Affiliates that results from  
Broker's failure to promptly deliver such Contract to its purchaser.  
  
Section 3.13. Rejection of Applications and Return of Contracts. Broker  
 --------------------------------------------------  
acknowledges that Principal Underwriter, on behalf of itself and its  
Affiliates, shall have the unconditional right to reject, in whole or in part,  
any application for a Contract. If Principal Underwriter rejects an  
application, Principal Underwriter or its Affiliate shall immediately return  
any purchase payments received directly to the Broker, and Broker shall be  
responsible for promptly returning such payments to the purchaser. If any  
purchaser of a Contract elects to return such Contract pursuant to any law or  
contractual provision, any purchase payment made or such other amount, as the  
Contract or Applicable Law shall specify, shall be returned by Principal  
Underwriter or its Affiliates to the Broker and the Broker shall be responsible  
for promptly returning such payments to the purchaser.  
  
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Section 3.14. Independent Contractor. Except as otherwise required by  
 -----------------------  
Applicable Law, Broker is not a principal, underwriter or agent of Principal  
Underwriter or its Affiliates, or any separate account of Principal Underwriter  
or its Affiliates. It is understood and acknowledged that Broker, its agents,  
designees or Representatives are independent contractors and not employees of  
Principal Underwriter or any of its subsidiaries or affiliates. None of the  
terms of this Agreement shall be construed as creating an employer-employee  
relationship between Broker, its agents, designees or Representatives, on the  
one hand, and Principal Underwriter, on the other hand. Broker, its agents and  
its other representatives, shall not hold themselves out to be employees of  
Principal Underwriter or its Affiliates in this connection or in any dealings  
with the public. Neither Broker nor its agents, designees or other  
representatives shall have authority on behalf of Principal Underwriter or its  
Affiliates to alter or amend any Contract or any form related to a Contract to  
adjust or settle any claim or commit Principal Underwriter or its Affiliates  
with respect thereto, or bind Principal Underwriter or its Affiliates in any  
way; or enter into legal proceedings in connection with any matter pertaining  
to Principal Underwriter's business without its prior written consent. Broker  
shall not expend, nor contract for the expenditure of, funds of Principal  
Underwriter or its Affiliates nor shall Broker possess or exercise any  
authority on behalf of Principal Underwriter other than that expressly  
conferred on Broker by this Agreement.  
  
Section 3.15. Promotional Materials. To the extent that Broker uses brochures,  
 ----------------------  
other promotional materials and literature, and training material in connection  
with marketing or servicing Contracts, or that mention Principal Underwriter,  
its products or services in any way (collectively referred to herein as  
"Principal Underwriter Materials"), such Principal Underwriter Materials shall  
only be used with the prior written approval of Principal Underwriter.  
Similarly, Broker shall not use any information related to Principal  
Underwriter or Contracts on any Web site without the prior written consent of  
Principal Underwriter. Any requests for written approval of materials for use  
by Broker shall be submitted in writing by Broker to the individual and offices  
as directed by Principal Underwriter.  
  
Section 3.16. Instructions by Representative. Broker and Agency shall be solely  
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responsible for the accuracy and propriety of any (i) instruction given to  
Principal Underwriter by a Representative on behalf of an owner or prospective  
owner of a Contract, or (ii) action taken by a Representative on behalf of an  
owner or prospective owner of a Contract. Principal Underwriter shall have no  
responsibility or liability for any action taken or omitted by it in reliance  
on or by acceptance of such an instruction or action.  
  
Section 3.17. Furnishing Information. Broker shall furnish Principal  
 -----------------------  
Underwriter and any regulatory authority with jurisdiction over the subject  
matter of this Agreement with any information, documentation, or reports  
prepared in connection with or related to this Agreement which may be requested  
by Principal Underwriter or such a regulatory authority in order to ascertain  
whether the operations of Principal Underwriter or Broker related to the  
Contracts are being conducted in a manner consistent with Applicable Law.  
  
Section 3.18. Authority. Broker represents that it has full authority to enter  
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into this Agreement and that by entering into this Agreement it shall not  
impair any other of its contractual obligations with respect to sales of any  
Contract.  
  
Section 3.19. Insurance Coverage.  
 -------------------  
  
 a) Fidelity Bond. Broker shall secure and maintain a fidelity bond  
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 (including coverage for larceny and embezzlement), issued by a  
 bonding company acceptable to Principal Underwriter, covering all  
 of its directors, officers, agents, Representatives, associated  
 persons and employees who have access to funds of Principal  
 Underwriter or its Affiliates. This bond shall be maintained at  
 Broker's expense in at least the amount prescribed under Rule 3020  
 of the FINRA Conduct Rules or future amendments thereto. Broker  
 shall provide Principal Underwriter with satisfactory evidence of  
 said bond upon Principal Underwriter's reasonable request. Broker  
 hereby assigns any proceeds received from a fidelity bonding  
 company, or other liability coverage, to Principal Underwriter,  
 for itself or on behalf of its Affiliates, as their interest may  
 appear, to the extent of its loss due to activities covered by the  
 bond, policy or other liability coverage.  
  
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 b) Plan of Insurance. Broker shall maintain in full force and effect  
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 during the term of this Agreement a plan of insurance (which may  
 be a plan of self-insurance if agreed to in writing in advance by  
 Principal Underwriter) which shall provide coverage for errors and  
 omissions of Broker and its directors, officers, employees,  
 agents, Agencies and Representatives, in such amounts and scope of  
 coverage as are acceptable to Principal Underwriter in its sole  
 discretion. If requested by Principal Underwriter, Broker shall  
 provide evidence of coverage under an insurance policy, or a plan  
 of self-insurance, satisfactory to Principal Underwriter showing  
 the amount and scope of coverage provided. If such insurance plan  
 terminates for any reason during the term of this Agreement,  
 Broker shall immediately notify Principal Underwriter in writing  
 of such termination and Principal Underwriter shall have the right  
 to immediately terminate this Agreement.  
  
 c) Loss of coverage. The authority of any Representative to solicit  
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 and procure Contracts hereunder shall terminate automatically upon  
 the termination of such Representative's coverage under the  
 Broker's fidelity bond or plan of insurance referred to in  
 subsections (a) and (b) above.  
  
Section 3.20. Agency Distribution of Variable Contracts. In such cases where  
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Broker intends to distribute the Variable Contracts through an Agency, Broker  
further represents that Agency shall engage in the offer or sale of Variable  
Contracts only through persons who are Representatives of the Broker. Broker  
shall further ensure that unregistered employees shall not engage in any  
securities activities requiring registration, nor receive any compensation  
based on transactions in securities or the provision of securities advice.  
  
Section 3.21. Market Timing.  
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 (a) Broker shall not, and Broker shall take all steps necessary to  
 ensure that its Representatives and any Agency shall not  
 (i) solicit, offer or sell Variable Contracts in connection with  
 or to facilitate any program, plan or arrangement involving market  
 timing transactions in underlying mutual funds within Variable  
 Contracts, or (ii) take any other actions that would promote,  
 encourage or facilitate market timing transactions in the  
 underlying mutual funds within Variable Contracts.  
  
 (b) Notwithstanding the foregoing, Broker and its Representatives may  
 provide incidental services in the form of guidance to applicants  
 and owners of Variable Contracts regarding the allocation of  
 premium and Variable Contract value, provided that such services  
 are (i) solely incidental to Broker's activities in connection  
 with the sales of the Variable Contracts, (ii) subject to the  
 supervision and control of Broker, (iii) furnished in accordance  
 with any rules and procedures that may be prescribed by Principal  
 Underwriter, and (iv) not promoting, encouraging or facilitating  
 market timing transactions in the underlying mutual funds within  
 Variable Contracts.  
  
Section 3.22. Prohibited Solicitation With Contract Holders. For a period of 12  
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months after termination of the Agreement, the Broker and Agency shall not,  
directly or indirectly, and on a systematic basis, contact the contract holders  
of Principal Underwriter or its Affiliates or condone such contact for the  
purpose of inducing any such contract holders to lapse, cancel, and fail to  
renew or replace any Contract. If the Broker or Agency, in the judgment of  
Principal Underwriter is determined to have engaged in such prohibited  
activity, then Principal Underwriter shall have the right to declare the  
Broker's and Agency's claims for compensation or any other benefit under the  
Agreement to be forfeited and void. Principal Underwriter, on behalf of itself  
and its Affiliates, may also pursue all remedies, including injunction, to  
assure compliance with the covenants in this Section 3.22 and shall, if  
successful, be entitled to recover from the Broker and Agency all costs and  
expenses incurred in pursuing such remedies, including reasonable attorneys'  
fees.  
  
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 ARTICLE IV  
 COMPLIANCE WITH APPLICABLE LAW  
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Section 4.1. Applicable Law. Principal Underwriter and Broker shall comply with  
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all applicable state and federal statutes, laws, rules, and regulations  
including without limitation, state insurance laws, rules and regulations, and  
federal and state securities laws, rules and regulations ("Applicable Law").  
Applicable Law also includes applicable guidelines, policies, and rulings of  
federal and state regulatory organizations and agencies, including without  
limitation state insurance departments, the SEC and the FINRA, consumer privacy  
laws, HIPAA and any other state or federal laws, rules or regulations and  
decisions, orders and rulings of state and federal regulatory agencies that are  
now or may hereafter become applicable to the parties hereto and the  
transactions that are the subject of this Agreement.  
  
Section 4.2. Anti-Money Laundering and Customer Identification.  
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 a) Broker shall comply with all applicable anti-money laundering  
 laws, regulations, rules and government guidance, including the  
 reporting, recordkeeping and compliance requirements of the Bank  
 Secrecy Act ("BSA"), as amended by The International Money  
 Laundering Abatement and Financial Anti-Terrorism Act of 2002,  
 Title III of the USA PATRIOT Act ("the Act"), its implementing  
 regulations, and related SEC and SRO rules. These requirements  
 include requirements to identify and report currency transactions  
 and suspicious activity, to implement a customer identification  
 program to verify the identity of customers, and to implement an  
 anti-money laundering compliance program. As required by the Act,  
 Broker certifies that it has: a comprehensive anti-money  
 laundering compliance program that includes, policies, procedures  
 and internal controls for complying with the BSA; policies,  
 procedures and internal controls for identifying, evaluating and  
 reporting suspicious activity; a designated compliance officer or  
 officers; training for appropriate persons; and an independent  
 audit function.  
  
 b) Further Broker certifies, and shall certify to Principal  
 Underwriter annually hereafter, that it has established and  
 implemented a training program for appropriate persons, including  
 appropriate employees and all Representatives registered with  
 Broker, and that such program includes training on the  
 requirements of Broker's anti-money laundering compliance program  
 and on the identification of "red flags" associated with money  
 laundering risks related to Principal Underwriter's covered  
 products, as they are defined in the regulations promulgated under  
 Section 352 of the Act in accordance with the definitions provided  
 in Section 103.37(a)(4).  
  
 Broker shall provide training to all appropriate persons,  
 including its appropriate employees and all Representatives  
 registered with Broker concerning their responsibilities under the  
 company's anti-money laundering program, and that such training  
 shall include instruction on the identification of "red flags"  
 associated with money laundering risks related to Principal  
 Underwriter's covered products, as they are defined in the  
 regulations promulgated under Section 352 of the Act in accordance  
 with the definitions provided in Section 103.37(a)(4).  
  
 c) Further Broker certifies, and shall certify to Principal  
 Underwriter annually hereafter, that it has established and  
 implemented a Customer Identification Program, in compliance with  
 applicable regulations, as part of its anti-money laundering  
 compliance program that, at a minimum, requires: (i) the  
 verification of the identity of any customer seeking to open an  
 account; (ii) the retention of a record of the information used to  
 verify each customer's identity; and (iii) the determination,  
 within a reasonable time before or after the account is opened, as  
 to whether the customer appears on any lists of known or suspected  
 terrorists or terrorist organizations as provided to it by any  
 government agency.  
  
 d) Broker shall verify the identity of each customer that it  
 introduces to Principal Underwriter, whether through documentary  
 or non-documentary means, and that Principal Underwriter shall  
 rely upon such verification, as prescribed by the regulations  
 promulgated under Section 326 of the Act  
  
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 in accordance with the safe-harbor provided in  
 Section 103.122(b)(6) of the regulations under the Act.  
  
 e) Broker shall immediately notify Principal Underwriter of any  
 activity, behavior, or transaction that results in Broker filing a  
 suspicious activity report and that it shall share information to  
 the extent permissible under the regulations promulgated under  
 Section 314 of the Act in accordance with the safe harbor provided  
 in Section 103.110(b)(5) of the regulations under the Act.  
  
Section 4.3. Suitability Certification. To the extent required by Applicable  
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Law and in accordance with Section 3.7, Broker hereby certifies, and shall  
hereafter annually certify in writing to Principal Underwriter, to the  
following:  
  
 With respect to the solicitation and sale of fixed and variable  
 annuity Contracts offered by Principal Underwriter and its  
 Affiliates, Broker has in place a system to supervise  
 recommendations made for the Contracts that is reasonably designed  
 to achieve compliance with state insurance laws or regulations  
 regarding suitability and, with respect to variable annuities, to  
 comply with applicable FINRA Conduct Rules, including Rule 2310,  
 regarding suitability. As part of this supervisory system Broker  
 maintains written procedures and conducts periodic reviews of its  
 records that are reasonably designed to achieve compliance with  
 these requirements.  
  
Annual certificates shall be signed by an authorized senior officer or manager  
of the Broker with responsibility for overseeing annuity sales practices and  
who has a reasonable basis on which to make the certification on behalf of the  
Broker.  
  
Section 4.4. Department Of Labor. Broker represents that when engaged in  
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selling or servicing activities involving Contracts, either directly or through  
representatives or agencies, to plans, plan sponsors, participants,  
beneficiaries, IRAs or XXX owners subject to Title I of the Employee Retirement  
Income Securities Act of 1974, as amended ("ERISA") or Section 4975 of the  
Internal Revenue Code of 1986, as amended (the "Code") it (a) is acting  
independent of Principal Underwriter and the sales or servicing activities in  
relation to the Contract are at arm's length (b) is an investment advisor  
registered under the Investment Advisors Act of 1940 or a broker-dealer  
registered under the Securities Exchange Act of 1934, (c) is capable of  
evaluating investment risks independently, both in general, and with regard to  
particular transactions and investment strategies, (d) will determine whether  
the final investment advice regulation set forth in Department of Labor  
Regulation (S)2510.3-21 ("DOL Fiduciary Rule") applies to Broker's Sales or  
servicing activities or client interactions relating to the Contracts (the  
"Covered Transactions"). If the Broker determines that the DOL Fiduciary Rule  
applies to the Covered Transactions, and that it is required under the DOL  
Fiduciary Rule to act as a fiduciary, then Broker will comply with the DOL  
Fiduciary Rule and will be acting in its capacity as a fiduciary under ERISA  
and/or the Code with respect to any such Covered Transactions , and (Euro) in  
any case where the facts stated in (d) above apply, will be exercising  
independent judgment to evaluate and determine if the best interest standard is  
satisfied when investment advice is provided by the Broker relating to the  
Covered Transactions. Principal Underwriter represents that (i) it is not  
undertaking to provide impartial investment advice, or to give advice in a  
fiduciary capacity in connection with the sale of the Contracts or the  
provision of educational materials, marketing materials, interactive tools,  
administrative or wholesaler support with regard to the Contracts, but is  
acting for its own financial interests, (ii) it has informed Broker of the  
existence and nature of the Principal Underwriter's interests in the  
transaction by disclosing its fees, and (iii) Principal Underwriter will not  
receive a separate fee or other compensation from Broker, affiliates of the  
Broker, or the Broker's clients for the provision of investment advice, as  
defined under the DOL Fiduciary Rule, in connection with Covered Transactions.  
This independent fiduciary exception is effective as of the date the selling  
agreement is executed and applies to each ERISA plan or XXX on whose behalf  
Broker will be acting regarding the purchase of the Contracts. This Section 4.4  
documents the fiduciary roles with respect to this Agreement between Principal  
Underwriter and Broker, and the reliance and utilization of the "transactions  
with independent fiduciaries with financial expertise" exception found in  
Department of Labor Regulation (S)2510.3-21(c)(1).  
  
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 ARTICLE V  
 COMPENSATION  
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Section 5.1. Payment Under Compensation Schedules. Principal Underwriter shall  
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pay Broker compensation for the sale of each Contract sold by Representatives  
of Broker as set forth in Exhibits A and B. Principal Underwriter shall  
identify to Broker with each such payment the name or names of the  
Representative(s) of Broker who solicited each Contract covered by the payment.  
Broker shall be responsible for issuing checks, statements or forms for tax  
purposes and other administrative duties connected with compensation of such  
Representatives. Unless otherwise agreed upon by the parties, Principal  
Underwriter shall have no obligation to any of the employees, agents or  
Representatives of Broker or Agency for the payment of any compensation. Unless  
otherwise provided in Exhibits A and B, compensation on the Contracts,  
including the commissions and fees therein, may be amended by Principal  
Underwriter at any time, in any manner, and without prior notice. If Broker or  
its Representatives replace an existing Product issued by any of Principal  
Underwriter's Affiliates in whole or in part, the compensation set forth in  
Exhibits A or B is inapplicable and Principal Underwriter, in its sole  
discretion, shall determine what, if any, commissions shall be payable in  
accordance with Principal Underwriter's Rewritten Business Rules in effect at  
the time of such replacement.  
  
Section 5.2. Sole Discretion to Refund Premiums. Broker recognizes that  
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Principal Underwriter and its Affiliates have sole discretion to refund or  
return purchase payments paid by applicants.  
  
Section 5.3. Chargeback of Compensation. Except as otherwise may be provided in  
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Exhibit A and B, no compensation shall be payable in connection with a purchase  
payment, and any compensation already paid shall be promptly returned to  
Principal Underwriter on request, under each of the following conditions:  
  
 a) if Principal Underwriter or its Affiliates, in their sole  
 discretion, determine not to issue the Contract applied for;  
  
 b) if Principal Underwriter or its Affiliates refund or return the  
 purchase payment paid by the applicant for any reason, in whole or  
 in part; or  
  
 c) Principal Underwriter or its Affiliates determine that any person  
 signing an application who is required to be registered and/or  
 licensed or any other person or entity receiving compensation for  
 soliciting purchases of the Contracts is not duly registered  
 and/or licensed to sell the Contracts in the jurisdiction of such  
 attempted sale.  
  
Section 5.4. Offset. When commission has been paid to a Broker hereunder for a  
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purchase payment that has since been refunded or returned to the purchaser,  
Principal Underwriter may, at its option, offset the amount of that commission  
against any other amounts payable to Broker by Principal Underwriter or any one  
or more of its Affiliates. In addition, Principal Underwriter may at any time  
offset against any compensation payable to the Agency or its successors or  
assigns, any indebtedness due from the Agency to Principal Underwriter or its  
Affiliates. Nothing contained herein shall be construed as giving Broker,  
Agency or Representative the right to incur any indebtedness on behalf of  
Principal Underwriter or its Affiliates. Any remaining indebtedness of Broker  
to Principal Underwriter or its Affiliates arising under this Agreement shall  
be a first lien against any monies payable hereunder. The right of Broker, or  
any person claiming through Broker to receive any compensation provided by this  
Agreement shall be subordinate to the right of Principal Underwriter to offset  
such compensation against any such indebtedness of the Broker to Principal  
Underwriter or its Affiliates.  
  
Section 5.5. No Right to Withhold. Neither Broker nor any of its  
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Representatives shall have any right to withhold or deduct any part of any  
premium or other purchase payment it shall receive with respect to the  
Contracts covered by this Agreement for purposes of payment of commission or  
for any other purpose.  
  
Section 5.6. Impact on Termination. Principal Underwriter shall pay  
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compensation to Broker for Contracts credited to an Agency prior to the  
termination date of this Agreement, as set forth in Exhibits A and B. Such  
  
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compensation shall be payable when the premium is due and paid to Principal  
Underwriter subject to the provisions of this Agreement and of the Compensation  
Schedule(s).  
  
Section 5.7. Principal Underwriter Payment of Compensation; Discharge of  
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Obligation. Agency and Broker hereby acknowledge that compensation attributable  
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to the sale of any Contract issued by an Affiliate may be payable directly by  
Principal Underwriter, in its discretion, to Agency or Broker where permitted,  
and not by the Affiliate. Agency and Broker further acknowledge that such  
payment of compensation by Principal Underwriter attributable to the sale of  
such Contracts shall constitute a complete discharge of the obligation to pay  
compensation by the Affiliate issuer under this Agreement. The foregoing manner  
of payment shall not affect the right of offset or chargeback as referred to in  
Sections 5.3 and 5.4 of this Agreement, or other compensation rules as may be  
set forth in this Agreement, Exhibits A and B, or rules of the Principal  
Underwriter or its Affiliates.  
  
Section 5.8. Expenses. Broker is responsible for all expenses incurred by the  
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Broker, except as may be agreed to in writing by Principal Underwriter prior to  
the Broker incurring such expenses. Additionally, Principal Underwriter shall,  
at its expense, provide its standard advertising and promotional material to  
the Broker when deemed appropriate by Principal Underwriter.  
  
Section 5.9. Conflict. With respect to compensation under this Agreement, in  
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the event that anything contained in this Article 5 conflicts with the terms of  
the compensation described in the attached Exhibits A and B, the terms  
contained in Exhibits A and B shall prevail.  
  
 ARTICLE VI  
 COMPLAINTS AND INVESTIGATIONS  
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Section 6.1. Investigation by Regulator. Broker and Principal Underwriter shall  
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cooperate fully in any regulatory investigation or proceeding or judicial  
proceeding arising in connection with the offer, sale, and/or servicing of the  
Contracts.  
  
Section 6.2. Customer Complaints. The term Customer Complaint shall mean an  
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oral or written communication either directly from the purchaser of or  
applicant for a Contract covered by this Agreement or his/her legal  
representative, or indirectly from a regulatory agency to which he/she or  
his/her legal representative has expressed a grievance.  
  
Section 6.3. Notice and Handling of Customer Complaints.  
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 a) Principal Underwriter shall promptly notify Broker of Principal  
 Underwriter's receipt of notice of any Customer Complaints  
 relating to sales practices or marketing issues relating to the  
 Contracts by forwarding to Broker a copy of any written materials  
 in connection with such Customer Complaint and any additional  
 information as may be necessary to furnish a complete  
 understanding of same. Broker shall be responsible for resolving  
 Customer Complaints involving sales practices or marketing issues.  
 Principal Underwriter shall cooperate with Broker and provide  
 information to Broker related to sales practices and marketing  
 Customer Complaints that is reasonably required by Broker to  
 facilitate the resolution of such Customer Complaints. During the  
 resolution of a sales practices or marketing related Customer  
 Complaint, Broker shall provide Principal Underwriter with a copy  
 of all correspondence sent and received regarding that Customer  
 Complaint. Nothing contained in this Section 6.3 (a) shall limit  
 Principal Underwriter's right to settle as described in  
 Section 6.4.  
  
 b) Broker shall promptly notify Principal Underwriter of Broker's  
 receipt of notice of any Customer Complaint by forwarding to  
 Principal Underwriter a copy of any written materials in  
 connection with the Customer Complaint and such additional  
 information as may be necessary to furnish a complete  
 understanding of same. Principal Underwriter shall be responsible  
 for resolving Customer Complaints involving administrative issues.  
 Broker shall cooperate with Principal  
  
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 Underwriter and provide information to Principal Underwriter  
 related to administrative Customer Complaints that is reasonably  
 required by Principal Underwriter to facilitate the resolution of  
 such Customer Complaints.  
  
Section 6.4. Right to Settle. Principal Underwriter reserves the right to  
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settle on behalf of itself, and on behalf of itself and Broker collectively if  
Broker agrees, any claims, complaints or grievances made by applicants,  
contract holders or others in connection with the Contracts, and concerning any  
conduct, act or omission by the Broker or its agents or representatives with  
respect to the Contracts or any transactions arising out of this Agreement. If  
Broker does not agree to a collective settlement with Principal Underwriter and  
Principal Underwriter, on behalf of itself, settles the matter, Broker shall  
indemnify and hold harmless Principal Underwriter from any and all claims,  
complaints or grievances made by Broker or any applicant, contract holder or  
other person or entity made in connection with such matter.  
  
 ARTICLE VII  
 RECORDS AND ADMINISTRATION  
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Section 7.1. Books and Records. Broker shall maintain all books and records as  
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required by Rules 17a-3 and 17a-4 under the 1934 Act, except to the extent that  
Principal Underwriter may agree in writing to maintain any such records on  
Broker's behalf. Records subject to any such agreement shall be maintained by  
Principal Underwriter as agent for Broker in compliance with said rules, and  
such records shall be and remain the property of Broker and be at all times  
subject to inspection by the SEC in accordance with Section 17(a) of that Act.  
Nothing contained herein shall be construed to affect Principal Underwriter's  
or its Affiliates' right to ownership and control of all records and documents  
pertaining to its business operations including, without limitation, its  
operations relating to the Contracts. Principal Underwriter and Broker shall  
each retain all records related to this Agreement as required by the 1934 Act,  
and the rules and regulations thereunder and by any other Applicable Law, as  
Confidential Information.  
  
 ARTICLE VIII  
 CUSTOMER INFORMATION AND PROTECTED HEALTH INFORMATION  
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Section 8.1. Treatment of Customer Information. Broker shall treat Customer  
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Information confidentially as required by Applicable Law and by Principal  
Underwriter, as described in Principal Underwriter's privacy notices and in  
accordance with Principal Underwriter policies and procedures. Broker shall  
also establish and implement administrative, physical and technical procedures  
to ensure the confidentiality, security and integrity of Customer Information  
in accordance with Applicable Law. Broker shall comply with Principal  
Underwriter's terms of use, policies and procedures with respect to use of  
Principal Underwriter electronic systems and databases providing access to  
Customer Information by Broker, its employees and Representatives, and shall  
promptly report to Principal Underwriter any actual or suspected breach of  
security related to such systems and databases of which it becomes aware. To  
the extent that Broker becomes aware of any actual or suspected security breach  
or unauthorized use, disclosure, acquisition or access to any Customer  
Information, Broker shall: (i) promptly notify Principal Underwriter, (ii) take  
all necessary and advisable corrective actions, and (iii) cooperate fully with  
Principal Underwriter in all reasonable and lawful efforts to prevent, mitigate  
or rectify such security breach or unauthorized use, disclosure, acquisition,  
or access to the Customer Information. Broker may use Customer Information only  
for the purpose of fulfilling its obligations under the Agreement. Broker shall  
limit access to Customer Information to its employees, Representatives and  
other Third Parties who need to know such Customer Information to permit Broker  
to fulfill its obligations under this Agreement and who have agreed to treat  
such Customer Information in accordance with the terms of this Agreement.  
Broker shall not disclose or otherwise make accessible Customer Information to  
anyone other than to the individual to whom the information relates (or to his  
or her legally authorized representative) or to other persons pursuant to a  
valid authorization signed by the individual to whom the information relates  
(or by his or her legally authorized representative), except as required for  
Broker to fulfill its obligations under this Agreement, as otherwise directed  
by Principal Underwriter, or as expressly required by Applicable Law. Principal  
Underwriter and its Affiliates may market, offer, sell or distribute insurance  
products, including, but not limited to, the Contracts, or any of their other  
products and related services, outside of this Agreement to customers of Broker  
provided they do not use Nonpublic Personal Information  
  
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regarding Broker's customers provided by Broker to specifically target those  
customers, and such marketing, offering, selling or distributing by Principal  
Underwriter and its Affiliates of insurance (including but not limited to the  
Contracts) or any of their other products or services shall not be subject to  
the terms of this Agreement.  
  
Section 8.2. Protected Health Information ("PHI"). Notwithstanding anything to  
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the contrary in this Agreement, in order to comply with HIPAA requirements,  
Broker agrees with respect to any PHI received, obtained or created by Broker,  
or disclosed or made accessible to Broker, that Broker: (a) shall not use or  
disclose PHI except to provide services pursuant to this Agreement and  
consistent with Applicable Law; (b) shall limit the use of, access to and  
disclosure of PHI to the minimum required to perform services or by Applicable  
Law; (c) shall use appropriate safeguards to prevent use or disclosure of PHI  
except as permitted by this Agreement; (d) shall promptly report to Principal  
Underwriter any use or disclosure of Principal Underwriter PHI not permitted by  
this Agreement of which it becomes aware; (e) shall take reasonable steps to  
mitigate any harmful effect of any use or disclosure of PHI by Broker in  
violation of the terms of this Agreement or Applicable Law; (f) shall require  
that any of its Representatives and independent contractors to whom PHI is  
disclosed or made accessible or who uses PHI has agreed to the same  
restrictions and conditions that apply to Broker with respect to PHI pursuant  
to this Agreement; (g) shall, within fifteen (15) days of Principal  
Underwriter's request, provide to Principal Underwriter any PHI or information  
relating to PHI as deemed necessary by Principal Underwriter to provide  
individuals with access to, amendment of, and an accounting of disclosures of  
their PHI, and to incorporate any amendments of the PHI as requested by  
Principal Underwriter; (h) shall make its internal practices, books and records  
relating to its use or disclosure of PHI available to the Secretary of the  
United States Department of Health and Human Services at his/her request to  
determine Principal Underwriter's compliance with Applicable Law; (i) agrees  
that upon termination of this Agreement it shall, if feasible, return to  
Principal Underwriter or destroy all PHI it maintains in any form and retain no  
copies, and if such return or destruction is not feasible, to extend the  
protections of this Agreement to the PHI beyond the termination of this  
Agreement and for as long as Broker has PHI, and further agrees that any  
further use or disclosure of the PHI shall be solely for the purposes that make  
return or destruction infeasible. Destruction without retention of copies is  
not deemed feasible if prohibited by the terms of this Agreement or by  
Applicable Law, including record retention requirements under state insurance  
laws. With respect to PHI received made accessible, maintained or transmitted  
electronically in the performance of its obligations under this Agreement,  
Broker further agrees that it shall (1) implement administrative, physical, and  
technical safeguards that reasonably and appropriately protect the  
confidentiality, integrity, and availability or any such electronic PHI;  
(2) ensure that its Representatives agree to implement reasonable and  
appropriate safeguards to protect such electronic PHI; and (3) report to the  
Principal Underwriter any security incident related to Electronic PHI of which  
the Broker becomes aware. In this context, the term "security incident" means  
the attempted or successful unauthorized access, use, disclosure, modification  
or destruction of information or interference with system operations in  
information systems such as hardware, software, information, data applications,  
communications and people.  
  
Section 8.3 Additional Broker Responsibility With Respect To PHI. The Broker  
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agrees and acknowledges that the Broker is directly subject to HIPAA as amended  
by the Health Information Technology for Economic and Clinical Health Act  
("HITECH Act"), including its provisions relating to security and privacy of  
PHI as well as its enforcement and penalty provisions. The Broker agrees to:  
(a) comply with all applicable security and privacy provisions of HIPAA as  
amended by the HITECH Act and as it may be amended from time to time; (b) not  
act in any way to interfere with or hinder the Principal Underwriter's ability  
to comply with HIPAA as amended by the HITECH Act and as it may be amended from  
time to time; and (c) notify the Principal Underwriter within five (5) business  
days of discovering a "breach" as that term is defined in Section 13400 of the  
HITECH Act at the following e-mail address:  
xxxxxxxxxxxxxx@xxxxxxxxxxxxxxxxxxxx.xxx. In the event Broker learns of a  
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pattern of activity or practice of Principal Underwriter that constitutes a  
material breach or violation of its obligations relating to PHI under the  
Agreement, Broker will take reasonable steps to work with Principal Underwriter  
to cure the breach or end the violation. If such steps are unsuccessful, Broker  
will terminate the Agreement, if feasible, or, if termination is not feasible,  
report the problem to the Secretary of Health and Human Services.  
  
Section 8.4. Privacy Notices and Authorization. Broker shall provide to  
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customers and prospective customers who apply for or purchase Principal  
Underwriter products, and shall ensure that its Representatives provide to such  
customers and prospective customers, Principal Underwriter privacy notices as  
required by Applicable Law and by  
  
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Principal Underwriter. Broker shall also ensure that its Representatives obtain  
signed authorizations from customers and prospective customers who apply for  
Principal Underwriter products, as required by Principal Underwriter, and  
provide upon request of such customers and prospective customers, copies of  
their signed authorizations as required by Applicable Law and Principal  
Underwriter policy. In the event that a customer or prospective customer has  
signed a Principal Underwriter authorization and subsequently informs Broker or  
Representatives that he or she is revoking that authorization, Broker shall  
promptly inform Principal Underwriter in writing of such revocation.  
  
 ARTICLE IX  
 CONFIDENTIAL INFORMATION  
 ------------------------  
  
Section 9.1. Treatment of Confidential Information. Principal Underwriter and  
 --------------------------------------  
Broker and their respective Affiliates each shall keep confidential all  
Confidential Information of the other. Without limiting the generality of the  
foregoing, Principal Underwriter and Broker and their respective Affiliates  
shall not disclose any Confidential Information to any Third Party without the  
prior written consent of the other; provided, however, that each may disclose  
Confidential Information (a) to those of its Representatives who have a need to  
know the Confidential Information in the ordinary course of business and who  
are informed of the confidential nature of the Confidential Information, and  
(b) as and to the extent required by Applicable Law or by legal process or  
requested by an insurance regulatory or administrative body. However, in the  
event that clause (b) of the preceding sentence is applicable, the party  
required or requested to disclose Confidential Information shall give prompt  
written notice thereof to the other party and shall reasonably cooperate in the  
other party's efforts to obtain an appropriate remedy to prevent or limit such  
disclosure. It is understood by Principal Underwriter and Broker that this  
Section 9.1 shall not prevent Broker from quoting Principal Underwriter premium  
rates in the ordinary course of business.  
  
Section 9.2. Return of Confidential Information. Promptly upon the termination  
 -----------------------------------  
of this Agreement or the request of the providing party, the receiving party  
shall return to the providing party all Confidential Information furnished by  
the providing party or its Representatives. Neither the receiving party nor any  
of its Representatives shall make any copies in any form of any documents  
containing Confidential Information of the providing party without the prior  
written consent of an officer of the providing party, except such copies as  
need to be made in the ordinary course of business by Principal Underwriter or  
Broker to fulfill their respective obligations under this Agreement.  
  
Section 9.3. Damages. Principal Underwriter and Broker each acknowledge that  
 --------  
(a) money damages may not be a sufficient remedy for breach of this Article IX,  
(b) the Party aggrieved by any such breach may be entitled to specific  
performance and injunctive and other equitable relief with respect to such  
breach, (c) such remedies shall not be deemed to be the exclusive remedies for  
any such breach but shall be in addition to all other remedies available at law  
or in equity, and (d) in the event of litigation relating to this Article IX,  
if a court of competent jurisdiction determines in a final non-appealable order  
that either Principal Underwriter or Broker or any of their respective  
Representatives has breached this Article IX, then the party that is found (or  
whose Representative is found) to have committed such breach shall be liable  
for reasonable legal fees incurred by the aggrieved party or its affiliates in  
connection with such litigation including, without limitation, any appeals.  
  
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 ARTICLE X  
 INDEMNIFICATION  
 ---------------  
  
Section 10.1. Indemnification. Each party shall hold harmless, defend,  
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exonerate and indemnify each other party to this Agreement, as well as their  
respective employees, agents, trustees, Representatives, officers or directors,  
for any and all losses, claims, judgments, fines, penalties, damages, or  
liabilities (or any actions or threatened actions in respect of any of the  
foregoing) the other party suffers that results from the actions of the  
indemnifying party or its representatives with respect to its/their obligations  
under this Agreement, or breach of any representation, warranty, covenant,  
condition or duty contained in this Agreement or violation of Applicable Law  
with respect to its services required under this Agreement.  
  
Section 10.2. Notice of Claim. After receipt of notice of the commencement of,  
 ----------------  
or threat of, any claim, action, or proceeding by a third party (a "Third Party  
Action") by a party that believes it is entitled to indemnification under this  
Article X (the "Indemnified Party"), the Indemnified Party shall notify the  
party obligated to provide indemnification under this Article X (the  
"Indemnifying Party") in writing of the commencement thereof as soon as  
practicable thereafter, provided that the omission to so notify the  
Indemnifying Party shall not relieve it from any liability under this Article  
X, except to the extent that the Indemnifying Party demonstrates that the  
defense of such Third Party Action is materially prejudiced by the failure to  
give timely notice. Such notice shall describe the claim in reasonable detail.  
  
Section 10.3. Defense, Settlement and Subrogation.  
 ------------------------------------  
  
 a) The Indemnifying Party shall have the right to assume control of  
 the defense of such Third Party Action and shall retain counsel  
 reasonably satisfactory to the Indemnified Party to represent the  
 Indemnified Party and shall pay the reasonable fees and  
 disbursements of such counsel related to such Third Party Action.  
 The Indemnified Party shall cooperate and provide such assistance  
 as the Indemnifying Party reasonably may request in connection  
 with the Indemnifying Party's defense and shall be entitled to  
 recover from the Indemnifying Party the reasonable out-of-pocket  
 costs of providing such assistance (including reasonable fees of  
 any counsel retained by the Indemnified Party with the consent of  
 the Indemnifying Party to facilitate such assistance). The  
 Indemnifying Party shall inform the Indemnified Party on a regular  
 basis of the status of any Third Party Action and the Indemnifying  
 Party's defense thereof.  
  
 b) In any such Third Party Action, the Indemnified Party may, but  
 shall not be obligated to, participate in the defense of any Third  
 Party Action, at its own expense and using counsel of its own  
 choosing, but the Indemnifying Party shall be entitled to control  
 the defense thereof unless the Indemnified Party has relieved the  
 Indemnifying Party from liability with respect to the particular  
 Third Party Action.  
  
 c) If notice is given to the Indemnifying Party of the commencement  
 of any Third Party Action hereunder and the Indemnifying Party  
 does not, either (i) within ten (10) Business Days after the  
 receipt of such notice, give notice to the Indemnified Party of  
 its election to assume the defense of such Third Party Action, or  
 (ii) give notice to the Indemnified Party that it rejects the  
 claim for indemnification pursuant to Section 10.5 herein, the  
 Indemnified Party shall have the right, at its option and at the  
 Indemnifying Party's expense, to defend such Third Party Action in  
 a manner that the Indemnified Party deems appropriate. In such a  
 case, the Indemnified Party shall not consent to the settlement,  
 compromise or entry of judgment with respect to the Third Party  
 Action without prior written notice to, consultation with, and  
 written consent of the Indemnifying Party, which consent shall not  
 be unreasonably withheld.  
  
 d) In any Third Party Action, the defense of which is controlled by  
 the Indemnifying Party: (i) the Indemnifying Party shall not,  
 without the Indemnified Party's prior written consent, compromise  
 or settle such Third Party Action, if (1) such compromise or  
 settlement would impose an injunction or other equitable relief  
 upon the Indemnified Party or (2) such compromise or settlement  
 does not  
  
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 include the Third Party's release of the Indemnified Party from  
 all liability relating to such Third Party Action; and (ii) the  
 Indemnified Party shall not compromise or settle such Third Party  
 Action without the prior written consent of the Indemnifying  
 Party, which consent shall not be unreasonably withheld, provided  
 that, if the Indemnified Party desires to compromise or settle  
 such claim, suit or proceeding and the Indemnifying Party  
 reasonably refuses to consent to such compromise or settlement,  
 the Indemnified Party may enter into a compromise or settlement  
 but shall be solely responsible for the cost of any compromise or  
 settlement amount.  
  
Section 10.4. Claim Not Involving Third Party Action. A claim for  
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indemnification by a party hereunder for any matter not involving a Third Party  
Action may be asserted by notice to another party.  
  
Section 10.5. Notice of Rejection of Claim. Notwithstanding anything within  
 -----------------------------  
this Article X to the contrary, a party who has received a notice of claim for  
indemnification under this Article X, may notify the party asserting such claim  
for indemnification that it rejects the claim. Such notice rejecting a claim  
for indemnification must be given by the rejecting party within ten  
(10) business days of its receipt of the notice of claim and shall describe the  
basis for the rejection of the claim in reasonable detail.  
  
Section 10.6. Provisions Not to Control. Notwithstanding anything in this  
 --------------------------  
Article X to the contrary, the terms and provisions of Article VI shall control  
in the event of any conflict or alleged conflict with this Article X.  
  
 ARTICLE XI  
 GENERAL PROVISIONS  
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Section 11.1. Term and Termination.  
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 a) Term. This Agreement shall continue in force from the Effective  
 -----  
 Date, provided that any party may unilaterally terminate this  
 Agreement with or without cause upon thirty (30) days prior  
 written notice of termination to the other parties.  
  
 b) Termination Due to Change in Status.  
 ------------------------------------  
  
 1) Broker-Dealer Status. The Agreement shall terminate  
 ---------------------  
 immediately upon Principal Underwriter or Broker ceasing to be  
 a registered broker-dealer or a member of the FINRA.  
  
 2) Legal Status. The Agreement shall terminate immediately upon  
 -------------  
 the termination of the legal existence of Selling  
 Broker-Dealer or the Agency, or the merger, consolidation,  
 reorganization, dissolution, receivership or bankruptcy of  
 either, or whenever the Agency is no longer licensed under law  
 to solicit and procure applications for Contracts, unless the  
 Agency notifies the other parties in writing at least thirty  
 (30) days' prior to the occurrence of any of the above events  
 and obtains written permission to continue on a basis approved  
 by the other parties.  
  
 c) Continuing Obligations. Upon termination of this Agreement, all  
 -----------------------  
 authorizations, rights and obligations shall cease except (a) the  
 agreements contained in Articles VI,VII, VIII, IX, and X, Sections  
 11.4, 11.5, 11.6 and 11.10 hereof; and (b) the obligation to  
 settle accounts hereunder. Except with respect to records required  
 to be maintained by Broker pursuant to Rules 17a-3 and 17a-4 under  
 the 1934 Act, Broker shall return to Principal Underwriter, within  
 30 days after the Effective Date of termination, any and all  
 records in its possession which have been specifically maintained  
 in connection with Principal Underwriter's operations related to  
 the Contracts.  
  
Section 11.2. Assignability. This Agreement shall not be assigned by either  
 --------------  
party without the written consent of the other; provided, however, that  
Principal Underwriter may assign this Agreement to any of its Affiliates at any  
time. Any purported assignment in violation of this Section 11.2 shall be void.  
  
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Section 11.3. Amendments. No oral promises or representations shall be binding  
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nor shall this Agreement be modified except by agreement in writing, executed  
on behalf of the parties by a duly authorized officer of each of them.  
  
Section 11.4. Notices. All notices, demands and other communications required  
 --------  
or permitted to be given to any party under this Agreement shall be in writing  
and any such notice, demand or other communication shall be deemed to have been  
duly given when delivered by hand, courier or overnight delivery service or, if  
mailed, two (2) Business Days after deposit in the mail and sent certified or  
registered mail, return receipt requested and with first-class postage prepaid:  
  
 (a) If to Broker, to the address on the signature page of this  
 Agreement.  
  
 (b) If to Principal Underwriter:  
 Brighthouse Securities, LLC  
 Attn: Installations  
 00000 Xxxxx Xxxxxxxxx Xxxxx Xxxx  
 Xxxxxxxxx, XX 00000  
  
 Either party may change its respective notice address by advance  
 written notice to the other.  
  
Section 11.5. Arbitration.  
 ------------  
  
 a) When Arbitration Required. All disputes and differences between  
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 the parties, other than those seeking injunctive relief or a  
 restraining order under this Agreement, or arising with respect to  
 the use of Customer Information, PHI or Confidential Information  
 under Articles VIII and IX, must be decided by arbitration in  
 accordance with the rules of arbitration of the American  
 Arbitration Association, regardless of the insolvency of either  
 party, unless the conservator, receiver, liquidator or statutory  
 successor is specifically exempted from an arbitration proceeding  
 by applicable state law.  
  
 b) Initiation of Arbitration. Either party may initiate arbitration  
 --------------------------  
 by providing written notification to the other party. Such written  
 notice shall set forth (i) a brief statement of the issue(s); (ii)  
 the failure of the parties to reach agreement; and (iii) the date  
 of the demand for arbitration.  
  
 c) Arbitration Panel. The arbitration panel shall consist of three  
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 arbitrators. The arbitrators must be impartial and must be or must  
 have been officers of life insurance and or securities companies  
 other than the parties or their affiliates.  
  
 d) Selection of Arbitrators. Each party shall select an arbitrator  
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 within thirty (30) days from the date of the demand. If either  
 party shall refuse or fail to appoint an arbitrator within the  
 time allowed, the party that has appointed an arbitrator may  
 notify the other party that, if it has not appointed its  
 arbitrator within the following ten (10) days, an arbitrator shall  
 be appointed on its behalf. The two (2) arbitrators shall select  
 the third arbitrator within thirty (30) days of the appointment of  
 the second arbitrator. If the two arbitrators fail to agree on the  
 selection of the third arbitrator within the time allowed, each  
 arbitrator shall submit to the other a list of three  
 (3) candidates. Each arbitrator shall select one name from the  
 list submitted by the other and the third arbitrator shall be  
 selected from the two names chosen by drawing lots.  
  
 e) Rules; Place for Meetings; Majority Vote. The arbitrators shall  
 -----------------------------------------  
 determine all arbitration schedules and procedural rules.  
 Organizational and other meetings shall be held in New York,  
 unless the arbitrators select another location. The arbitrators  
 shall decide all matters by majority vote.  
  
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 f) Decision Final. The decisions of the arbitrators shall be final  
 ---------------  
 and binding on both parties. The arbitrators may, at their  
 discretion, award costs and expenses, as they deem appropriate,  
 including but not limited to legal fees and interest. The  
 arbitrators may not award exemplary or punitive damages. Judgment  
 may be entered upon the final decision of the arbitrators in any  
 court of competent jurisdiction.  
  
 g) Fees and Expenses. Each party shall be responsible for (a) all  
 ------------------  
 fees and expenses of its respective counsel, accountants,  
 actuaries and any other representatives in connection with the  
 arbitration and (b) unless the arbitrators shall provide  
 otherwise, one-half (1/2) of the expenses of the arbitration,  
 including the fees and expenses of the arbitrators.  
  
Section 11.6. Governing Law. This Agreement shall be governed by and construed  
 --------------  
in accordance with the laws of the State of Delaware without regard to Delaware  
choice of law provisions.  
  
Section 11.7. Entire Understanding. This Agreement and any reference  
 ---------------------  
incorporated herein constitute the complete understanding of the parties and  
supersedes in its entirety any and all prior and contemporaneous agreements  
among the parties with respect to the subject matter discussed herein. No oral  
agreements or representations shall be binding.  
  
Section 11.8. Third Party Beneficiaries. Nothing in the Agreement shall convey  
 --------------------------  
any rights upon any person or entity, which is not a party to the Agreement.  
Principal Underwriter's Affiliates shall be Third Party beneficiaries of this  
Agreement, entitled to enforce the provision hereof as if they were a party to  
this Agreement.  
  
Section 11.9. Non-Exclusivity. No territory or product is assigned exclusively  
 ----------------  
hereunder to Broker and Agency and Principal Underwriter reserves the right in  
its discretion to enter into selling agreements with other broker-dealers, and  
to contract with or establish one or more insurance agencies in any  
jurisdiction in which Broker transacts business hereunder.  
  
Section 11.10. Non-Solicitation of Employees and Agents. For purposes of this  
 -----------------------------------------  
Section 11.10 only, the term "agent" shall include all appointed agents and  
Representatives. The parties to this Agreement acknowledge that each may have  
access to the names and identities of agents of each party as a result of  
performing their respective obligations under this Agreement, and that each may  
establish close working relationships with such persons. Therefore:  
  
 a) Broker and Agency (for purposes of this Section 11.10, "Selling  
 Group"), shall not solicit any agent of Principal Underwriter  
 while an agent maintains his/ her affiliation with Principal  
 Underwriter and for twelve (12) months after termination of the  
 affiliation. In addition, Selling Group shall not interfere in any  
 way with the relationships, contractual or otherwise, between  
 Principal Underwriter and its agents. Selling Group shall not  
 induce or encourage, or attempt to induce or encourage, any agent  
 of Principal Underwriter to terminate or change his/ her  
 relationship with Principal Underwriter; and  
  
 b) Principal Underwriter shall not solicit any agent of Selling Group  
 while an agent maintains his/ her affiliation with Selling Group  
 and for twelve (12) months after termination of the affiliation.  
 In addition, Principal Underwriter shall not interfere in any way  
 with the relationships, contractual or otherwise, between Selling  
 Group and its agents. Principal Underwriter shall not induce or  
 encourage, or attempt to induce or encourage, any agent of Selling  
 Group to terminate or change his/ her relationship with Selling  
 Group.  
  
Section 11.11. Waiver. The failure of either party to strictly enforce any  
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provision of this Agreement shall not operate as a waiver of such provision or  
release either party from its obligation to perform strictly in accordance with  
such provision.  
  
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Section 11.12. Counterparts. This Agreement may be executed in counterparts,  
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with the same force and effect as if executed in one complete document.  
  
Section 11.13. Severability. If any provision of this Agreement is declared  
 -------------  
null, void or unenforceable in whole or in part by any court, arbitrator or  
governmental agency, said provision shall survive to the extent it is not so  
declared and all the other provisions of the Agreement shall remain in full  
force and effect unless, in each case, such declaration shall serve to deprive  
any of the parties hereto of the fundamental benefits of this Agreement.  
  
Section 11.14. Trademarks. Neither party may use the other party's trademarks,  
 -----------  
service marks, trade names, logos, or other commercial or product designations  
(collectively, "Marks") for any purpose whatsoever without the prior written  
consent of the other party.  
  
Section 11.15. Preparation of Certificates. Notwithstanding anything to the  
 ----------------------------  
contrary in this Agreement, Broker and Principal Underwriter shall cooperate  
fully in the preparation of and execution of any certificates that may be  
required by a regulatory authority or by Applicable Law, in connection with the  
offer, sale, and/or servicing of the Contracts.  
  
Section 11.16. Parties' Control of Business and Operations. The performance or  
 --------------------------------------------  
receipt of services pursuant to this Agreement shall in no way impair the  
absolute control of the business and operations of each of the parties and  
their respective Affiliates by their own Board of Directors.  
  
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In reliance on the representations set forth and in consideration of the  
undertakings described, the parties represented below do hereby contract and  
agree.  
  
"PRINCIPAL UNDERWRITER"  
  
BRIGHTHOUSE SECURITIES, LLC  
---------------------------------------------  
  
By  
 ------------------------------------------  
  
---------------------------------------------  
  
Date  
 ----------------------------------------  
  
Address:  
Brighthouse Securities, LLC  
---------------------------------------------  
  
00000 Xxxxx Xxxxxxxxx Xxxxx Xxxx  
---------------------------------------------  
  
Xxxxxxxxx, XX 00000  
---------------------------------------------  
  
Fax #:  
 ----------------------------------------  
  
"BROKER DEALER"  
  
---------------------------------------------  
(Broker Firm)  
  
By  
 ------------------------------------------  
  
---------------------------------------------  
Print Name & Title  
  
Date  
 ----------------------------------------  
  
Address:  
  
---------------------------------------------  
  
---------------------------------------------  
  
---------------------------------------------  
  
Fax #:  
 ---------------------------------------  
  
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 EXHIBIT A  
  
 SCHEDULE OF VARIABLE PRODUCT AND COMPENSATION  
  
 [TO BE INSERTED]  
  
  
  
  
 EXHIBIT B  
  
 SCHEDULE OF FIXED PRODUCT AND COMPENSATION  
  
 [TO BE INSERTED]  
  
  
  
  
 EXHIBIT C  
 ASSOCIATED INSURANCE AGENCY  
  
The Broker/Dealer named below ("Broker"), having executed a Retail Sales  
Agreement (the "Agreement") by and between Broker, and Brighthouse Securities,  
LLC (the "Company") dated \_\_\_\_\_\_\_\_ that, among other things, provides for sales  
of Company's or its Affiliates' Contracts through a designated associated  
insurance agency or agencies, hereby designates the associated insurance  
agency(s) (the "Associated Insurance Agency(s)") named below as its Agency (as  
that term is defined in the Agreement) pursuant to Article III thereof. By  
signing this Exhibit C, each of Broker and the Associated Insurance Agency(s)  
hereby represents and warrants that each of the Associated Insurance Agency(s)  
is and will remain qualified to serve as an Agency in accordance with the terms  
of the Agreement. Each of the Associated Insurance Agency(s) hereby acknowledge  
that it has received a copy of the Agreement, that it has reviewed the  
Agreement and understands all of its terms, covenants and agreements, that it  
has had the opportunity to consult with counsel of choice relative thereto and  
that it agrees to be bound by and subject to the terms of the Agreement.  
  
Without limiting the foregoing, Broker-Dealer and Insurance Agent represent  
that they are in compliance with the terms and conditions of Xxxxxx & Xxxxxx  
 ---------------  
(sub. nom. First of America Brokerage Service, Inc.) (avail. Sept. 28, 1995)  
 --- --- ----------------------------------------  
issued by the Staff of the SEC with respect to the non-registration as a  
broker-dealer of an insurance agency associated with a registered  
broker-dealer. Broker-Dealer and Insurance Agent shall notify Company  
immediately in writing if Broker-Dealer and/or Insurance Agent fail to comply  
with any such terms and conditions and shall take such measures as may be  
necessary and as promptly as practicable under the circumstances to cure any  
such non-compliance.  
  
THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY  
THE PARTIES  
  
------- -------  
BROKER/DEALER ASSOCIATED INSURANCE AGENCY NAME  
  
By: By:  
 --------------------------------- ---------------------------------  
  
------------------------------------ ------------------------------------  
(Print Name & Title) (Print Name & Title)  
  
Date: Date:  
 ------------------------------- -------------------------------  
  
Tax ID: Tax ID:  
 ----------------------------- -----------------------------  
  
  
  
  
------- -------  
ASSOCIATED INSURANCE AGENCY NAME ASSOCIATED INSURANCE AGENCY NAME  
  
By: By:  
 --------------------------------- ---------------------------------  
  
------------------------------------ ------------------------------------  
(Print Name & Title) (Print Name & Title)  
  
Date: Date:  
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Tax ID: Tax ID:  
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