

CARRIER: MASS MUTUAL
PACKET CURRENT AS OF: 02-23-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**



MassMutual
FINANCIAL GROUP

THE BLUE CHIP COMPANIES™

1295 State Street, Springfield, MA 01111-001

Appointment Request Form

Annuities:

Direct Brokerage – Annuities Licensing, MIP D112

Fax: 413-744-2466

Inquiries: 1-800-262-1626

Ext.44024,44522,45515,48980

Life:

Direct Brokerage – Life Licensing, MIP J220

Fax: 413-744-2466

Inquiries: 1-888-895-6277, Option 4

Ext.44632,42117,48153,46998,44017,44244

Rep./Producer
Info.

Basic Information				
First Name		M.I.	Last Name	
Date of Birth				
Male/Female (optional)	Social Security No.		Agency/Branch No.	E-Mail
Business Address			City	State Zip
Phone No.			Fax No.	
Home Address			City	State Zip
Phone No.			Fax No.	

BD/Entity Info.

Basic Information			
Broker/Dealer - Entity Name			Federal Tax ID No.
Business Address		City	State Zip
Phone No.		Fax No.	E-Mail
Licensing Contact (w/phone number)			

Please check
either Resident
or Nonresident.

Appointment Information		
State Appointment(s) Requested	Resident	Nonresident

*Broker Dealer/Entity must have the applicable in-force selling agreement/contract with MassMutual/CM Life.

So that we may process your request efficiently, please make sure to enclose the following materials:

1. **Copy of current resident insurance license, as well as any other state being requested**
2. **Copy of NASD Status Report** (if requesting a variable appointment)
3. **When requesting a MA (resident and non-resident) or WV (non-resident only) appointment**, please submit 3 original State Insurance Application Forms
4. **When requesting a MA or WV non-resident appointment**, please submit an original Letter of Certification from resident state



Broker Contracting Kit

Fill out form in its entirety – incomplete kits will be returned

Producer/Corp Name _____ Designations _____

Tax ID Number _____ General Agency Number A162

Firm/Program CPS INSURANCE SVCS Agent Numbers _____
 (Assigned by the Home Office)

Address to which all mail will be sent 9 CORPORATE PARK DR. Business Telephone (949) 863-0700
100

Business Fax (949) 863-9318

IRVINE, CA 92606 E-mail address MSHAW@cpsinsurance.com

Checklist for returning Broker Contracting Kit

Broker's Responsibility

1. ☐ Signed Contracts
2. ☐ Copy of License(s) –
 (Signed State Appointment Form(s) and/or Letter(s)
 of Certification if applicable, U4 status report if
 applicable)
3. ☐ Proof of E&O: Amount of Coverage –
 Provide Certificate of Insurance
 (Standard requires limit minimums of \$1,000,000
 per claim & 1,000,000 aggregate)
4. ☐ Form Complete
5. ☐ Have you done business with another MassMutual
 General Agent in the last 24 months?

If yes, explain _____

Agency Responsibility

5. ☐ Completed F5162 (agent record form)
6. ☐ Out of Territory –
 (Include GA's license for the States for which the
 Broker is seeking appointment. If GA is not yet
 licensed, must include a completed set of non-
 resident agent license forms for the GA with a
 check.)
7. ☐ Third Party Investigative Report (Level II)
8. ☐ Do you plan to submit business through a
 Financial Institution?

If yes, explain _____

Note: In addition, corporations must submit items 2 & 5,
 and Proof of E&O for each sub-licensee.



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

☐ Yes ☐ No **May we contact your present and/or former employers?**

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

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

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

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

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

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

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

Date

Candidate's Signature

Candidate's Printed Name

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

☐ Yes ☐ No **May we contact your present and/or former employers?**

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

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

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

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

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

A written explanation of any coded information contained in my file will be provided whenever a file is provided for visual inspection.

When reviewing my file in person, I may be accompanied by one other person who shall furnish reasonable identification. The investigating consumer reporting agency may require the applicant to furnish a written statement granting permission to the consumer reporting agency to discuss the applicant's file in such person's presence.

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

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

Date

Candidate's Signature

Candidate's Printed Name

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

Name (Last, First, Middle) _____

Home Address (Street & No., City, State, Zip) _____

Phone Number _____

Business Address (Street & No., City, State, Zip) _____

Phone/Fax Number _____

Social Security Number _____

Date of Birth _____

Corporation Fed ID Number _____

Driver's License Number _____

State _____

☐ Yes ☐ No If not U.S. citizen, pursuant to immigration laws, are you legally authorized to work in the United States in the position of an insurance agent or broker?

Employment History or Companies Contracted with

Dates Employed

1. _____ From ____ / ____ / ____

_____ To ____ / ____ / ____

2. _____ From ____ / ____ / ____

_____ To ____ / ____ / ____

3. _____ From ____ / ____ / ____

_____ To ____ / ____ / ____

4. _____ From ____ / ____ / ____

_____ To ____ / ____ / ____

5. _____ From ____ / ____ / ____

_____ To ____ / ____ / ____

Character, Credit & Bonding

If you answer "Yes" to any of the following questions, please provide an explanation below or on a separate sheet.

☐ Yes ☐ No Is there any reason why you cannot secure bond?

☐ Yes ☐ No Are you now or have you in the past been directly or indirectly involved in a lawsuit relative to your insurance practice?

☐ Yes ☐ No Have you ever been convicted of any crime (felony or misdemeanor)?

☐ Yes ☐ No Have you ever had a professional license suspended, revoked or cancelled or had your employment or contract "terminated for cause"?

☐ Yes ☐ No Have you ever failed in business, declared bankruptcy, compromised with creditors or had any liens or judgements against you? If yes, state particulars, including basis of final judgements, date of filing or discharge. (*Attach copy of court papers*)

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



Signature

Date

I have reviewed this information and will attest to the trustworthiness of this individual and feel this candidate is qualified to represent our Company and offer our products to the general public.



General Agent's Signature/
Independent Brokerage Agency Signature

Date

Summary of Consumer Rights

A Summary of Your Rights under the Fair Credit Reporting Act.

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you, (such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy) to creditors, employers, and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires them to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1681 et seq., at the Federal Trade Commission's web site (<http://www.ftc.gov>).

You must be told if information in your file has been used against you.

Anyone who uses information from a CRA to take action against you, (such as denying an application for credit, insurance, or employment) must give you the name, address, and phone number of the CRA that provided the report.

You can find out what is in your file.

A CRA must give you all the information in your file, and a list of everyone who has requested it recently. However, you are not entitled to a "risk score" or a "credit score" that is based on information in your file. There is no charge for the report if your application was denied because of information supplied by the CRA, and if you request the report within 60 days of receiving the denial notice. You are also entitled to one free report a year if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars.

You can dispute inaccurate information with the CRA.

If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within 30 days) unless your dispute is frivolous. The CRA must pass along to its source all relevant information you provided. The CRA also must supply you with written results of the investigation and a copy of your report, if it has changed. If an item is altered or deleted because you dispute it, the CRA cannot place it back in your file unless the source of the information verifies its accuracy and completeness, and the CRA provides you a written notice that includes the name, address and phone number of the source.

Inaccurate information must be deleted.

A CRA must remove inaccurate information from its files, usually within 30 days after you dispute its accuracy. The largest credit bureaus must notify other national CRAs if items are altered or deleted. However, the CRA is not required to remove data from your file that is accurate unless it is outdated or cannot be verified.

You can dispute inaccurate items with the source of the information.

If you tell anyone, (such as a creditor who reports to a CRA), that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, they may not continue to report it if it is in fact an error.

Outdated information may not be reported.

In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited.

A CRA may provide information about you only to those who have a need recognized by the FCRA – usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers or that contain medical information.

A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your permission.

You can stop a CRA from including you on lists for unsolicited credit and insurance offers.

Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call and tell the CRA if you want your name and address excluded from future list of offers. If you notify the CRA through the toll-free number, it must keep you off the lists for two years. If you request and complete the CRA form provided for this purpose, you can have your name and address removed indefinitely.

You may seek damages from violators.

You may sue a CRA or other party in state or federal courts for violations of the FCRA. If you win, the defendant may have to pay damages and reimburse you for attorney's fees. If you lose and the court specifically finds you sued in bad faith, your or your attorney may have to pay the defendant's fees.

You may have additional rights under state law. You may wish to contact a state or local consumer protection agency or a state attorney general to learn those rights.

If you have questions or believe your file contains errors, call the CRA.

The FCRA gives several different federal agencies authority to enforce the FCRA.

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

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

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

Broker shall comply with the insurance laws and regulations of the state or states in which Broker is licensed, but such compliance shall not affect the Broker's status as an independent contractor nor should it be construed as an indication that the Broker is an employee of MassMutual for any purpose whatsoever.

Broker's Signature

Date

Broker's Printed Name

Massachusetts Mutual Life Insurance Company

Date

MassMutual Financial Group
The Blue Chip Companies

Massachusetts Mutual Life Insurance Company
Springfield, MA 01111-0001

Organized 1851 in Springfield, Massachusetts

BROKER DIRECT CONTRACT

THIS CONTRACT is made this ____ day of _____, 20____, by and between

(print Broker name above) of _____
(print Broker address above)

County of _____, State of _____, "Broker"

and the Massachusetts Mutual Life Insurance Company of 1295 State Street, Springfield, MA 01111 and any of the subsidiaries and affiliates of the Massachusetts Mutual Life Insurance Company that have executed this agreement (hereinafter, "Company").

Broker understands that, unless affiliated with MML Investors Services, Inc., ("MMLIST"), a Selling Agreement will be required to sell registered products. Broker would like a contractual relationship with the following entities (please check all that apply):

- ☐ Massachusetts Mutual Life Insurance Company
- ☐ C.M. Life Insurance Company
- ☐ MML Bay State Insurance Company

This contract shall be effective only with the entities that have executed the Contract without regard to which entities the Broker has indicated above.

WITNESSETH:

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

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

Company refers to the Massachusetts Mutual Life Insurance Company, and its subsidiaries and affiliates that have executed this agreement.

Broker refers to the Broker executing this agreement.

Contract refers to this agreement between the Company and the Broker. The Contract shall become effective on the date hereinafter stated.

Business refers to individual insurance and individual annuity policies issued by the Company pursuant to applications submitted by the Broker. Business is secured under this Contract if the completed application is received by the Company while this Contract is in force.

Compensation refers to commissions and fees of every type, overrides, persistency credits, and any other amounts allowed the Broker under this Contract.

2. **Appointment:** Broker is authorized to submit applications for Company products on behalf of the Broker's

11/20/01

clients. All such applications and amendments including medical examiners' reports, if any, shall be forwarded promptly to the Company at the address(es) designated by the Company. Neither the Broker, nor any applicant, shall have any right of action against the Company because of a refusal by the Company, for any reason, to issue or amend a policy on any such application or amendment.

3. No Employment Relationship: Broker is an independent contractor and neither the Broker nor any employee of or persons under contract with the Broker is an employee of the Company. Nothing in this Contract shall be construed as creating the relationship of employer and employee, or partner, between the Company and the Broker, or between the Company and persons employed by or under contract with the Broker. The Company shall have the sole right to accept and/or terminate any Broker it chooses and may perform any investigation it desires to determine whether to enter or to continue a contract with a Broker. The Company has the right to refuse business from the Broker in its sole discretion. The Company is free to exercise independent judgment in the conduct of Company business. The Broker has the right to submit business to any other company in the Broker's sole discretion. The Broker is free to exercise independent judgment in the conduct of the Broker's business. Broker represents and warrants to the Company that Broker and persons employed by or under contract with the Broker shall represent the applicant, not the Company, for all transactions.

4. Authority of Broker: The Broker has no other authority than expressly set forth herein, and no other authority may be implied from the authority expressly granted herein. This Contract authorizes the Broker to: (a) market the Company and Company Business to clients of the Broker; (b) solicit and secure applications for Business; (c) provide service to policyholders with respect to Business secured under this Contract; (d) collect initial premium payments for Business in accordance with Company rules and in exchange for the proper Company receipt.

5. Limitations of Broker's Authority: The Broker understands that it is not authorized to do, and agrees that it, and persons employed by or under contract with the Broker, will not (a) deliver or authorize anyone to deliver any policy issued by the Company except in compliance with the terms and conditions of the policy governing such delivery, in the case of insurance, except during the lifetime of the person proposed for such insurance and while such person continues to be acceptable for such insurance under the underwriting practices of the Company; (b) act in a fiduciary capacity for any person or persons having any interest in any policy, contract, loan, or other agreement made by the Company unless expressly authorized in writing by the Company; (c) open, or authorize anyone to open, any bank accounts or other accounts in the name of the Company; (d) incur any obligations in the name of or on behalf of the Company; (e) make any misrepresentation or incomplete comparison of any product of the Company or of any product of a competitor of the Company for the purpose of selling a product of the Company; (f) make, enter, alter, or discharge any policy, contract, or agreement on behalf of or in the name of the Company; (g) waive any of the provisions or conditions of any policy, contract or agreement made by the Company; (h) bind the Company by making any promise or by accepting any representation or information not contained in the application for insurance; (i) accept risks or fix any extra premium for hazardous risks; (j) collect or receive any premium or installment of premium other than the initial premium in exchange for a Company receipt and in accordance with the rules of the Company; (k) extend the time for paying premiums; (l) accept any past due premium unless expressly authorized in writing by the Company; (m) bind the Company to make a loan of any kind; or (n) alter or amend any papers sent or delivered to Broker by the Company.

6. Representations, Agreements and Undertakings of the Broker:

(a) **Broker Licenses:** Broker represents that Broker holds, and will maintain, all state and other licenses required to perform the duties and obligations imposed by this Contract and to receive all compensation due pursuant to the terms of this Contract. Broker represents that any persons employed by or under contract with the Broker will obtain the necessary insurance licenses as required by state insurance laws and regulations. Broker further represents that all said licenses are currently in good standing in each state or jurisdiction, and that no licenses have ever been revoked, suspended or rescinded in any jurisdiction. Broker represents that the Broker and persons employed by or under contract with the Broker are not currently the subject of any disciplinary proceeding or investigation in any state or jurisdiction and have never been fined by any insurance regulator, the SEC, the NASD, or any other governmental entity. Broker represents that Broker has never been convicted of any felony.

(b) **Application Submission:** Broker will promptly submit all completed applications for Company

products to the Company. All such applications, including medical examiners' reports, shall be forwarded promptly to the Company. If an incomplete application is received by the Company, it will be returned to the Broker.

(c) Training and Supervision: The Broker will provide all training and supervision to ensure that the Broker and persons employed by or under contract with the Broker: (i) comply with all applicable insurance laws and regulations governing the sale and service of Company products; (ii) comply with the terms of this Contract; (iii) use only Company-approved advertising and marketing materials for Company products; (iv) submit only applications that have been properly completed and for which the Broker has the licenses and appointments required by the Company and by applicable laws, rules, and regulations; (v) submit only suitable applications to the Company with regard to both insurability and to the appropriateness of the product for the client's needs; and (vi) fulfill all delivery requirements of the Company for all products, including, without limitation, any necessary policy amendments and delivery receipts.

(d) Compliance: Broker represents that Broker, and persons employed by or under contract with the Broker, will comply with all laws, regulations, and rules applicable to the solicitation, sale, suitability, and servicing of Company products and to comply with the Company's rules and instructions, including, but not limited to, the Compliance Manual, as communicated in writing to the Broker from time to time. The Broker will perform all necessary background checks for all persons employed by or under contract with the Broker which may be required by Federal and/or state laws or regulations.

The Broker shall be responsible for ongoing compliance with insurance laws and regulations. The Broker shall provide the Company access to review all books and records concerning the Business to ensure compliance with all applicable laws and regulations. The Broker authorizes the Company to perform compliance and market conduct audits.

(e) Advertising and Marketing Materials: Broker represents that Broker, and all persons employed by or under contract with the Broker, will utilize only advertising and marketing materials relating to the business to be underwritten by the Company which have been provided by the Company or approved in writing by the Company prior to their use. Broker agrees that it will not use the Company's name, trademarks, logo, or the name of any affiliated company in any way or manner unless authorized in writing by the Company. The Company agrees that it will not use the Broker's name, trademarks, or logo in any way or manner unless authorized in writing by the Broker. Upon termination of the Contract, all advertising and sales promotion material relating to the products to be sold under this Agreement shall be promptly returned to the Company by Broker, or, if requested by the Company, destroyed.

(f) Premiums: The Broker agrees that other than initial premium checks made payable to the Company (as described in Paragraph 5(k) above), no premiums for Company Business may be received by the Broker or any persons employed by or under contract with the Broker.

(g) Books and Records: Broker agrees the Broker, and all persons employed by or under contract with the Broker, will maintain all books and records required by applicable laws and regulations and prudent standards of insurance record keeping in connection with the offer and sale of insurance products under this Contract. Such books and records shall be available for inspection, examination, and audit by appropriate governmental authorities and the Company at any and all reasonable times.

All records and information pertaining to policyholders and individual insureds shall be maintained and processed with due and careful regard for the confidentiality of such information. Records and information pertaining to policyholders and insureds shall not be disclosed without prior written approval of the Company or if such disclosure is expressly required by duly authorized federal or state regulatory authorities.

(h) Investigations, Customer Complaints, and Litigation: Broker agrees to cooperate fully in any regulatory investigation, inquiry, inspection, or proceedings or in any judicial proceeding arising in connection with the products sold or attempted to be sold by the Broker or any persons employed by or under contract with the Broker. Broker agrees to cooperate with the Company in resolving all customer complaints involving Broker, or any persons employed by or under contract with the Broker, with respect to the insurance products sold under this Contract. Without limiting the foregoing, Broker agrees to promptly notify the Company of any customer complaint or notice of any regulatory inspection, inquiry, investigation, or proceeding, or judicial proceeding of which Broker becomes aware in connection with any transaction covered by this Contract. Any complaint letter or inquiry shall be forwarded immediately to the

Company's Customer Relations Department for handling.

(i) **Bond and Professional Liability Insurance:** The Broker will acquire and maintain a fidelity bond and professional liability insurance satisfactory to the Company.

(j) **No Change in Broker Authority:** The Broker shall have only such other authority as may be specifically granted in writing by an authorized officer of the Company from time to time, including authority over any matter involving the use of the Company name by the Broker.

(k) **Policy Returns:** All undelivered policies must be returned to the Company as required by the instructions and/ or any rules and regulations of the Company. Broker agrees that the request to return a policy, or the cancellation of a policy, or the Company's return of any premium or premiums on a policy shall not give rise to any right of action on the part of Broker against the Company.

(l) **No Continuing Obligations to Submit Business:** Acceptance of an application submitted by Broker hereunder shall not in any way obligate the Company to accept any further applications submitted by Broker, nor is Broker obligated to submit to the Company any applications for insurance secured by the Broker.

COMPENSATION

7. **Commissions:** Subject to the provisions of this Contract, on premiums duly paid to the Company on Business secured hereunder, the Broker will receive from the Company the following compensation: all commissions, fees and credits payable by the Company at rates applicable to the Broker in accordance with the Schedule of Compensation published by the Company for Brokers, or such other form, schedule, or bulletin published by the Company which is intended to replace, substitute for, amend or supplement the current Schedule, in whole or in part and which is in effect when such business is secured. All of the terms, requirements, and conditions contained in Commission Schedules published by the Company for Business are hereby incorporated by reference and remain subject to change at the sole discretion of the Company.

8. **Changes in Compensation:** The Company has the right to change from time to time the schedules or provisions for compensation which are or may become part of this Contract. Copies of such changes shall be published by the Company and forwarded to the Broker and shall apply only to business submitted and paid for after the effective date of such change. No compensation shall be allowed if prohibited by law or by ruling or regulation of any governmental body or agency. Changes in compensation shall be valid even if the Broker did not receive a copy of the most recent compensation schedule. No compensation shall be paid in excess of the amounts contained in the schedule as of the date Business is secured.

9. **Accrual of Compensation:** All compensation provided herein, by whatever name called, shall be payable only as the premiums on which it is based are paid to the Company, unless otherwise provided by the written rules of the Company. Compensation will be allowed hereunder only on policies issued by the Company and accepted by the applicant. The Company, in its discretion, may refuse to issue a policy. The refusal of the Company to issue or amend a policy shall not give the Broker or any person under contract with the Broker any claim or right against the Company.

10. **Payment of Compensation after Termination:** Termination of this Contract shall not affect the Broker's right to continue to receive compensation for Business sold under this Contract if applicable, provided the Broker remains properly licensed and authorized to receive compensation. However, no compensation shall be payable if the Broker, or persons employed by or under contract with the Broker, should: (a) Withhold funds, documents, or property belonging to the Company or any policyholder; (b) Intentionally violate any terms or obligations of this Contract; (c) Induce any Company policyholder to lapse or surrender a Company policy; (d) Induce any agent, broker, or general agent to terminate his or her Contract with the Company; or (e) Violate any state or federal insurance or securities laws or regulations.

11. **Refunding of Compensation:** If the Company shall refund any premium on any policy issued on an application secured by the Broker or any persons employed by or under contract with the Broker, the Broker shall repay the Company on demand any compensation received on such premium. The Company alone shall determine the appropriateness of a refund of premium on any policy it issues, and its determination shall be binding on the

Broker and on any persons employed by or under contract with the Broker. Any compensation allowed under the rules of the Company on any premium not paid to the Company shall be repaid to the Company on demand. Until repaid in full, the amount of such compensation shall constitute an obligation of the Broker to the Company.

12. Compensation Defined by Right of Offset: The Company shall have the absolute right to deduct all obligations and liabilities of the Broker to the Company and all damages, losses, costs and expenses which the Company may sustain or be liable for by reason of any act or failure to act on the part of the Broker from all compensation payable or allowed under this Contract. This right shall also apply to any damages, losses, costs and expenses which a General Agent of the Company may sustain or be liable for by reason of any act or failure to act on the part of the Broker.

GENERAL PROVISIONS

13. Assignment: Any assignment made by the Broker of this Contract or of any claims or rights accrued or to accrue hereunder shall be void unless assented to in writing by the Company. Any assignment with the assent of the Company shall be subject to the prior rights of the Company under this Contract.

14. Indemnifications: The Company hereby agrees to indemnify and hold harmless Broker and each of Broker's employees and persons employed by or under contract with the Broker against any losses, expenses (including reasonable attorneys' fees and court costs), damages or liabilities to which the Broker, or any persons employed by or under contract with the Broker, become subject, insofar as such losses, expenses, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any act or omission of the Company, or its employees and representatives, in connection with the offer or sale of any product; (ii) any misrepresentation, breach of warranty or failure to fulfill any covenant, warranty, or obligation made or undertaken by the Company, its employees and representatives, hereunder; or (iii) any breach of this Contract, or (iv) or are based upon any untrue statement contained in, or material omission from, a product issued by the Company.

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

PROVISIONS RELATING TO THE CONTRACT

15. Forbearance Not a Waiver: No act of forbearance or failure by the Company to insist upon prompt performance by the Broker on any condition of this Contract, either express or implied, shall be construed as a waiver by the Company of any of its rights hereunder.

16. Entire Agreement; Amendment or Modifications: The provisions of this Contract constitute the entire agreement between the parties with regard to all matters herein and all other matters ordinarily found in such a contract. Other than the Compliance Manual and other documents provided to the Broker by the Company, no other written or oral agreements, conditions or representations have been made, expressed or implied, in connection with the Contract. This Contract may be amended or modified in whole or in part only by a writing signed by all of the parties.

17. Termination: This Contract shall terminate, with or without cause, upon the earlier of: (a) Written Agreement of the parties; (b) Date of mailing of written notice of termination by the Company to the Broker, or by the Broker to the Company, such notice being mailed to the last known post office address; (c) Dissolution of any party; (d) Material breach of this Contract; (e) Suspension, revocation, cancellation or rescission of any state insurance license or NASD license or registration of the Broker; or (f) On the date the Broker declares or is

declared bankrupt, whichever event occurs first.

Neither in the notice of termination nor at any other time shall the party terminating the Contract be required to give any reason or cause for termination, it being the agreement of the parties that this Contract may be terminated at will by the other, with or without cause.

All parties agreed on termination at will before signing this Contract.

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

19. **Effective Date:** This Contract shall be effective as of _____, and shall supersede all previous contracts between the parties authorizing the solicitation or submission of applications for Business. This Contract will be governed by and construed under the laws of the Commonwealth of Massachusetts and will bind the heirs, executors and administrators and assigns of the Broker and the Company.

20. **Copy of Contract:** Copies of this Contract shall be valid as an original for all uses and purposes. The parties hereto agree that the original Contract shall be retained by the Company and copies shall be provided by the Company upon request.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

BROKER

By (Print Name): _____

Its (Print Title): _____

Massachusetts Mutual Life Insurance Company

Dated: _____

C.M. Life Insurance Company

MML Bay State Life Insurance Company

Submitting Agency Use:	
Partner Agency Name	Submitting Agency Name
Submitting Submits Name	Submitting Submits Address
Submitting Submits Address	Submitting Submits City
Submitting Submits State	Submitting Submits Zip
Submitting Submits Phone	Submitting Submits Fax



TPD Life Direct Payment Request

Only complete this form when you wish to have payments made directly to a Broker or Broker Corporation. For Broker Corporations, only complete for the corporation.

Date of Request _____

Producer or Broker Corporation's Name (*please print*)

Producer or Broker Corporation's Social Security Number/Tax Id:

Name of Person Requesting Direct Payment Arrangement (*please print*)

Name of Requesting Entity:

Return forms to:

MassMutual
Direct Brokerage Services
MIP J220, Attn: DCS
1295 State Street
Springfield, MA 01062



Replacements: First year commutations will be modified for policies and riders meeting the definition of partial replacement.

(a) - Rate increased 1% per year by each year between age 15 and age 70
(b) - The last year of the study was age 70

- $\{E\} = \{E_{\text{equivalent}}\}$ averaged E for

17. **Guaranteed Pay Life** - Due to regulatory requirements, product will pay a First Year Commission between 81-84%, dependent upon age and underwriting class with an increased Renewal Year Commission paid in policy year five. Special commissions (if any) are available upon request.

20 Pay Life - Due to regulatory requirements, product will pay a First Year Commission between 10-15% dependent upon age and underwriting class with an increased Renewal Year Commission paid in policy year five. Specific commission rates are available upon request.

[6] - Դո՛ւք ընդհանուր առմամբ հարգանքով հարգում եմ Ձեր հանձնարարությունը և Ձեր անհատական արժեքները:

Customs of Posing

- Noted as follows in order to provide for the following:

CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

Page 1

***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
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LICENSING DEPARTMENT FAX 949-225-7157