

CARRIER: MONY/AXA/EQUITABLE
PACKET CURRENT AS OF: 01-24-05

**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.**



APPOINTMENT INSTRUCTIONS

• WANT TO GET PAID?

You must be licensed in a state before you can solicit business in that state. You may submit an application immediately provided you are appointed to MONY, MLOA or Equitable Life before a policy or contract can be issued and you get paid.

1. Please follow the instruction that applies to you:

- **STOP** – The state of **Washington** is a wait state and requires an agent to be appointed before an application is taken. The **District of Columbia and Georgia** also require an agent to be appointed prior to an application being taken **however** their appointments are immediate. Complete the appointment paperwork including the *Independent Agent Appointment Request* if not previously completed and/or fax a copy of your license for these states before soliciting business.
- **All appointment paperwork must be submitted to The MONY Group through an agent's General Agent or Broker Dealer.** Therefore, appointment paperwork including the *Independent Agent Appointment Request* if not previously completed and copy of state license(s) as well as proof of E&O coverage **can be faxed to the Licensing Department at 800-657-2911 or please send via email to MP-Licensing@MONY.com**
- **Fax to 800-657-2911 or please send via email to MP-Licensing@MONY.com** a copy of state license if already appointed but not in application state. Any new appointment requires completion of an *Independent Agent Appointment Request*.
- **Identify** - Provide producer number on cover sheet or first page of application if known.
- **Disregard** - if already appointed in the application state and/or completed paperwork previously.

2. Please provide proof of **E & O coverage**. The coverage must consist of at least \$1 million per aggregate and \$500,000 per occurrence. **The Certificate must list the types of business/activities in which you will be engaged. (Example: Securities, Mutual, and/or Life.)**

3. If you are a registered rep, include a copy of your U-4.

For additional help, contact Licensing Department at 866-262-6669

Marnie Arsenault	x1876	marnie_arsenault@mony.com	Licensing Specialist
Shevonda Byers	x1883	sbyers@mony.com	Licensing Specialist
Katie Byrnes	x1809	kbyrnes@mony.com	Compensation & Compliance Manager
Rachel Coogan	x1819	rcoogan@mony.com	Assistant Supervisor
Mindy Croft	x1879	mindy_croft@mony.com	Licensing Specialist
Chantal Landry	x1842	clandry@mony.com	Licensing Specialist
Johanna Newman	x1875	jnewman2@mony.com	Licensing Specialist
Stephanie Waterman	x1854	swaterman@mony.com	Imaging Data Technician

***Please review and circle an answer for each question. If yes, please provide details.**

Are you NASD licensed/registered? YES NO

If yes, please list your current licensed/registered series:

Have you ever held or currently hold, a MONY or Equitable contract? YES NO

If yes, please provide: FU or FP number: Termination date:

***Please review and circle an answer for each question. If yes, a written explanation from the agent is required. Please use the comment section below to provide details or send a separate attachment with the agent profile. Failure to provide supporting evidence and/or an explanation will prolong your appointment process with MONY.**

YES NO #1 Have you ever had your insurance license or securities registration suspended or revoked?

YES NO #2 Are there any outstanding or pending judgments or liens filed against you?

YES NO #3 Are you involved in any pending or current litigation, investigations or Errors and Omissions claims?

YES NO #4 Have you had any Errors & Omissions claims in the past 3 years?

YES NO #5 Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?

YES NO #6 Within the past 10 years, have you ever had a complaint filed against you?

YES NO #7 With the exception of routine traffic violations, have you ever been convicted of or plead guilty or nolo contendere (no contest) in court to a misdemeanor or a felony?

COMMENTS

REMINDER: A written explanation from the agent is required for any question(s) answered yes.

PRSI
2400 Bisso St.
Suite 100
Concord, CA 94250
Phone #1-800-232-0247

The agent's signature is required below in order for MONY Partners to obtain an identity, financial, criminal, and state insurance background verification from PRSI Services.

I hereby authorize the MONY Life Insurance Company, or any of its subsidiaries, (MONY), to obtain an investigative consumer report on me. I further authorize any employer, credit bureau, consumer reporting agency or any other custodian of financial, personal or professional information regarding me to release to MONY any and all data respecting my duties, personal and professional behavior, credit and financial information. A photocopy of this authorization shall be deemed as valid as the original and this authorization shall remain in full force and effect for a time period of two years from the date hereof. I acknowledge that I have read and understand the notices above.

Signature _____ Date _____

Witness _____ Date _____

INDEPENDENT AGENT APPOINTMENT REQUEST

I have applied to _____ (the "BGA") for authority, on a non-exclusive basis, to solicit applications for and service (or continue to solicit applications for and service) the Company Products (as defined below along with the other terms used herein), and in connection therewith I am requesting appointment by the Companies.

To induce the Companies to appoint me (or continue my appointment), I hereby agree as follows.

1. **No Modification.** I will not alter, modify, waive or change any of the terms, rates, or conditions of any Company Product.
2. **Compliance with Laws, Codes of Conduct, etc.** I will solicit applications for and service Company Products in compliance with all applicable federal, state, and local laws and regulations, including without limitation insurance laws and regulations and such codes of conduct and other rules and procedures as may be issued by the BGA, the Distributor or the Company. I will be properly licensed in all states in which I do business.
3. **Suitability.** I will not recommend any Company Product unless I have reasonable grounds, after inquiry, to believe it is suitable for the applicant.
4. **No Representations.** I will not make any representations concerning a Company Product contrary to the terms and conditions thereof.
5. **Initial Premiums.** I will not accept any sums on behalf of a Company other than checks in payment of the first premium signed by the applicant. I will not endorse checks payable to a Company or pay premiums out of my account.
6. **No Surrender or Exchange.** I will not encourage a prospective purchaser to surrender or exchange an insurance policy or contract issued by a Company in order to purchase a Company Product without the prior written consent of the BGA.
7. **No Bank Sales.** I will not solicit applications for Company Products on or from the premises of a banking, savings, or similar institution ("Bank") or utilize Bank contacts, referrals or lists of customer or employees to solicit applications for Company Products.
8. **Applications.** I will forward all completed applications, checks and supporting materials to the BGA promptly following receipt thereof. I understand that the Company may accept or reject any application in its sole discretion.
9. **Delivery of Policies and Contracts.** I will deliver policies and contracts issued by a Company to purchasers promptly following receipt thereof. I will not deliver a policy or contract (1) until all outstanding requirements have been satisfied and the initial premium has been paid or (2) if there has been a change in the health, avocation, or occupation of the proposed insured since the date of the original application.
10. **Approved Sales Materials.** I will not use or distribute any illustration, brochure, sales script, seminar or other types of presentation, advertising, direct mailing or any other sales materials relating to the Distributors, the Companies or the Company Products without the prior written approval of the BGA.
11. **Names and Trademarks.** I will not use the name of any Distributor or Company or any trademark, service mark, symbol or trade style of any Distributor or Company without the express written consent of such Distributor or Company, as the case may be.
12. **Professional Liability Insurance.** I will at all times during the term hereof maintain professional liability insurance in such form and amounts as the Distributors may require issued by an insurer having an A.M. Best's rating of A VIII or better. I will promptly notify the BGA if my professional liability insurance is suspended or terminated.

13. Books and Records. I will make all books and records regarding the solicitation of applications for and servicing of Company Products available for inspection by representatives of the Distributors and the Companies at my office on reasonable demand during normal business hours.

14. Investigations and Proceedings. I will cooperate with the Distributors and the Companies in any judicial or regulatory investigation, proceeding or inquiry relating to the solicitation of applications for and/or servicing of Company Products and promptly advise the Distributors of any notice or communication I may receive in connection therewith.

15. Complaints. I will promptly forward to the Distributors a copy of each complaint received from a customer or a regulatory agency concerning the solicitation of applications for and/or servicing of Company Products. I will provide all information with respect to each such complaint as the Distributors may request and cooperate with the Distributors and the Companies in resolving the same.

16. Compensation. I will look solely to the BGA for compensation in connection with the solicitation of applications for and servicing of Company Products and will not assert any claim for compensation or other sums against the Companies or the Distributors. I understand that the Distributors may pay compensation to me on the BGA's behalf solely as an accommodation to the BGA and without any obligation to me. I will repay, on demand, any sums paid to me by the Distributors on the BGA's behalf that the BGA is not entitled to.

17. Expenses. I will pay all expenses incurred by me in soliciting applications for and servicing Company Products.

18. Confidentiality. I will keep confidential all information about the Distributors, the Companies and the Company Products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. I will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.

19. Privacy. I will not use any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted by therein.

20. Survival. My undertakings hereunder will survive the termination of my appointment to the Companies and the termination of my authority to solicit applications for and/or service Company Products.

21. Return of Information. All information, whether in written or electronic form, about the Distributors, the Companies and the Company Products or developed by me from such information is property of the Distributors and/or the Companies, and I will promptly return it to the Distributors following the termination of my authority to solicit applications for and/or service Company Products.

22. Indemnification. I will indemnify and hold the Companies and the Distributors harmless from and against any actual or threatened liabilities, losses, costs, claims and damages, including reasonable legal fees and expenses, arising out of or based upon my failure to perform any of the undertakings herein or any negligence or misconduct on my part.

23. Independent Contractor. I will be an independent contractor with full freedom to determine the time, place and method of performance, and neither performance of the undertakings herein nor any related dealings with the BGA, the Companies or the Distributors will create a relationship of employee and employer between us.

24. Appointment. I understand that each Company may approve, reject or terminate any appointment at any time with or without cause. I have not been a member of MONY's career force or associated with AXA Network, LLC at any time during the preceding twelve (12) months.

25. Arbitration. Any controversy, claim or dispute of any kind whatsoever between us concerning my activities shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. Exemplary damages and/or punitive damages will not be recoverable or requested by any party hereto.

26. **General Provisions.** Failure to enforce any provision hereof does not constitute a waiver. No waiver shall be effective unless stipulated in writing and signed by the Distributors and shall not constitute a waiver of such provision in the future except as specifically provided therein. Any court decision, statute, rule or otherwise, invalidating any undertaking hereunder shall not affect any other undertakings hereunder. No writing shall be of any force or effect as against any Distributor or Company unless signed on its behalf by Roy Bubbs, William Terry or such other person as may be designated in writing by a Senior Vice President thereof. My undertakings shall be governed by and construed in accordance with the laws of the State of New York.

27. Definitions

a. "Company" means The Equitable Life Assurance Society of the United States ("Equitable"), MONY Life Insurance Company ("MONY"), MONY Life Insurance Company of America ("MLOA") or an insurance company subsidiary thereof, as the case may be, which is the issuer of a particular Company Product.

b. "Company Product" means life insurance or annuity product offered by a Company for which the BGA has authorized me to solicit applications.

c. "Distributor" means (1) as to Company Products issued by Equitable or a subsidiary thereof, MONY Securities Corporation ("MSC") or, if MSC is not licensed or otherwise authorized to distribute insurance products in a particular state, MONY Brokerage, Inc. or an insurance agency subsidiary thereof, (2) MONY as to Company Products issued by MONY or a subsidiary thereof (other than MLOA and its subsidiaries) and (3) MLOA as to Company Products issued by MLOA or a subsidiary thereof.

Signature _____

Printed Name _____

Date _____

Summary of Consumer Rights**A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT**

The Federal 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 if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA 15 U.S.S. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

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 tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

YOU CAN FIND OUT WHAT IS IN YOUR FILE.

At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify and (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 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 investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.). The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

INACCURATE INFORMATION MUST BE CORRECTED OR DELETED.

A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information.

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, it may not continue to report the information 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 people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business. **YOUR CONSENT IS REQUIRED FOR REPORTS THAT ARE PROVIDED TO EMPLOYERS, OR REPORTS THAT CONTAIN MEDICAL INFORMATION.** A CRA may not give out information about you to your employer or prospective employer without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

YOU MAY CHOOSE TO EXCLUDE YOUR NAME FROM CRA 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 if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely. **YOU MAY SEEK DAMAGES FROM VIOLATORS.** If a CRA, user or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.

IMPORTANT . . .

UNLESS YOU CHECK OFF THE
☐ *DEFAULT SCHEDULE* BOX,

A SUB-PRODUCER SCHEDULE
MUST BE FILLED OUT FOR
EVERY SUB-PRODUCER YOU
APPOINT WITH MONY, AT THE
TIME YOU APPOINT THEM.

IF THIS IS NOT DONE, THIS
COULD CAUSE YOUR CASES TO BE
HELD UP IN UNDERWRITING.

IF MONY WILL NOT BE PAYING
YOUR SUB-PRODUCER DIRECTLY
FOR THEIR COMPENSATION YOU
CAN OMIT THIS STEP.

**In addition, all sub-producers MUST complete
Appointment paperwork to become appointed with
MONY**

☐ Default Schedule (if checked)

MONY Partners
Sub-Producer Schedule A

The schedule below reflects the amount of compensation to be directed to

_____ for business that is produced on or

 Print Sub-Producer's Name

after _____
 Date

 Print Brokerage Agency Name

Product	First Year Sub-Producer Compensation	Renewal Sub-Producer Compensation Years 2-10	Excess
Term (including riders)			
Yearly Renewable	55%	1.5%	
10 Year Level	55%	1.5%	
15 Year Level	60%	1.5%	
20 Year Level	65%	1.5%	
New York Product: 20 Year Level	65%	1.5%	
30 Year Guaranteed	65%	1.5%	
New York Product: 30 Year Guaranteed	65%	1.5%	
UL/SUL/ISWL **	(a) 65%	1.5%	(b) 1.5%
New York Products: UL/SUL/ISWL **	(a) 65%	1.5%	(b) 1.5%
WL	65%	9.5% Yrs. 2-4 1% Yrs. 5-10	
MONY Fixed Annuity (3, 5, 7, 8, 10 Year Guarantee Period) (Flexible Payment Deferred Annuity)			
Ages 0 - 79	4%		
Ages 80 +	1.5%		

☐ Default Schedule (if checked)

Product	First Year Sub-Product Compensation	Renewal Sub-Product Compensation (Years 2-10)	Notes
SPIA			
Ages 0 - 79	4%		
Ages 80 +	2%		

- (a) This compensation rate applies to premiums that do not exceed the Commissionable Target Premium applicable to the policy issued. With the exception of the non-commissionable Primary Insured Term Rider, rider premiums result in an increase in the Commissionable Target Premium.
- (b) This compensation rate applies to premiums that exceed the Commissionable Target Premium applicable to the policy issued.
- * Amounts listed represent a percentage of premiums and must be in even .5% increments for life products and .5% increments for fixed annuity and SPIA.
- ** First year compensation will be paid up to the initial Target Commissionable Premium over the first twenty-four (24) months on the MONY Universal Life products in all states except New York.

Commission Chargebacks

Life Chargeback rules (Applicable to policies issued in all states except New York):

- For surrender/forfeiture of any policy that uses a standard 12 month period for determining first year compensation, a chargeback for any unearned premiums will apply.
- For surrender/forfeiture of any policy that allows a 24 month period of determining first year compensation:
 - in the first six months, any first year compensation payment is reversed.
 - In the second six months, compensation will be reversed the same as if the premium was paid through the first six months.
 - in the second policy year, the equivalent of three months of compensation will be reversed.

Single premiums, dump-ins, and renewal premiums would not be affected.

Maximum rate you can advertise is 4.5% for regular fixed annuity

The Equitable Life Assurance Society of the United States
SUB-PRODUCER SCHEDULE CUSTOM

The schedule below reflects compensation to be directed to _____

Print Sub-Producer's Name

on The Equitable Life Assurance Society of the United States' business that is produced on or after July 1, 2004.

 Print Brokerage Agency Name

Product	Commission	Commission	Excess
Athena UL w/o CVE/ Athena SUL w/o CVE (Rolling Target)	50%	1%	1%
Athena UL II w/o CVE/ Athena SUL II w/o CVE	50%	1.5%	1.5%*
		Yrs 2 - 6 Yrs 7 - 10	
Athena UL II w/ CVE/ Athena SUL II w/ CVE	25%	5% 1.5%	1.5%*
*For each policy, _____% on excess up to one times CTP, _____% for any additional premium			

"CTP" is the amount set forth in the illustration (or conforming illustration) for the Life Policy in question as the Commissionable Target Premium.

Special Provisions:

Commission Chargeback Schedule

Compensation paid on any Athena II Universal Life Policy with CVE or Athena II Survivorship Universal Life Policy with CVE is subject to a chargeback if such Life Policy is surrendered or terminated for any reason other than death of the insured or the last surviving insured, respectively, in the first two Policy Years. In such event, the General Agent shall promptly repay to the Distributor a portion of all commissions and expense allowances paid in respect of such terminated or surrendered Life Policy according to the following schedule:

Termination Month	Recovery Percentage	Termination Month	Recovery Percentage
1-12	100.00%	19	41.67%
13	91.67%	20	33.33%
14	83.33%	21	25.00%
15	75.00%	22	16.67%
16	66.67%	23	8.33%
17	58.33%	24	0%
18	50.00%		

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? _____

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***** 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, judgments, 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.

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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