



# CL LIFE AND ANNUITY INSURANCE COMPANY

201 Main Street, Suite 2100, Fort Worth, Texas 76102, (800) 520-6162. www.CLLife.com

## Individual Annuity Application

**PLAN:** CL Life Arrow MAX

Surrender Charge Period: 5 7 10

### 1. Owner/Annuitant Information

#### Owner

Full Legal Name: Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Sex  M  F U.S. Citizen  Yes  No Marital Status  Single  Married

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ SSN \_\_\_\_\_ TIN \_\_\_\_\_ EIN \_\_\_\_\_ Daytime Phone \_\_\_\_\_  Home  Cell

Permanent Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_ @ \_\_\_\_\_ Government Issued Photo Identification Number/State \_\_\_\_\_

\_\_\_\_\_ ID Number \_\_\_\_\_ State \_\_\_\_\_

#### Joint Owner (Not available for Tax Qualified Plans)

Full Legal Name: Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Sex  M  F U.S. Citizen  Yes  No Marital Status  Single  Married

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ SSN \_\_\_\_\_ TIN \_\_\_\_\_ EIN \_\_\_\_\_ Daytime Phone \_\_\_\_\_  Home  Cell

Permanent Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_ @ \_\_\_\_\_ Government Issued Photo Identification Number/State \_\_\_\_\_

\_\_\_\_\_ ID Number \_\_\_\_\_ State \_\_\_\_\_

#### Annuitant (if left blank, will be same as the Owner)

Full Legal Name: Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_ Sex  M  F U.S. Citizen  Yes  No

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ SSN \_\_\_\_\_ TIN \_\_\_\_\_ EIN \_\_\_\_\_ Daytime Phone \_\_\_\_\_  Home  Cell

Permanent Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_ @ \_\_\_\_\_ Government Issued Photo Identification Number/State \_\_\_\_\_

\_\_\_\_\_ ID Number \_\_\_\_\_ State \_\_\_\_\_

**Joint Annuitant** (Not available for Tax Qualified Plans)

Full Legal Name: Last	First	MI	Sex	U.S. Citizen		
_____	_____	_____	<input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Date of Birth	Age	SSN	TIN	EIN	Daytime Phone	<input type="checkbox"/> Home <input type="checkbox"/> Cell
_____	_____	_____	_____	_____	( ) _____	
Permanent Physical Address		City		State	Zip	
_____		_____		_____	_____	
Mailing Address		City		State	Zip	
_____		_____		_____	_____	
E-Mail Address		Government Issued Photo Identification Number (Provide State of Driver's License)				
_____@_____		_____				

**2. Beneficiary Information**

(Provide additional beneficiaries on a separate page with Annuitant/Owner's Signature and date) (Primary beneficiaries must equal 100%) (Contingent beneficiaries must equal 100%)

**Primary Beneficiary**

Name: Last	First	MI	Relationship	Share%	
_____	_____	_____	_____	_____	
Date of Birth	SSN	TIN	EIN	Phone	E-Mail Address
_____	_____	_____	_____	( ) _____	_____@_____
Mailing Address		City		State	Zip
_____		_____		_____	_____

**Primary Beneficiary**

Name: Last	First	MI	Relationship	Share%	
_____	_____	_____	_____	_____	
Date of Birth	SSN	TIN	EIN	Phone	E-Mail Address
_____	_____	_____	_____	( ) _____	_____@_____
Mailing Address		City		State	Zip
_____		_____		_____	_____

**Contingent Beneficiary**

Name: Last	First	MI	Relationship	Share%	
_____	_____	_____	_____	_____	
Date of Birth	SSN	TIN	EIN	Phone	E-Mail Address
_____	_____	_____	_____	( ) _____	_____@_____
Mailing Address		City		State	Zip
_____		_____		_____	_____

**Contingent Beneficiary**

Name: Last	First	MI	Relationship	Share%	
_____	_____	_____	_____	_____	
Date of Birth	SSN	TIN	EIN	Phone	E-Mail Address
_____	_____	_____	_____	( ) _____	_____@_____
Mailing Address		City		State	Zip
_____		_____		_____	_____

### 3. Tax Qualification

**Non-Qualified**

- CASH W/ APPLICATION
- 1035 EXCHANGE
- TRANSFER

**Tax-Qualified**

- ROLLOVER
- DIRECT TRANSFER
- CASH W/ APPLICATION

**If TAX-QUALIFIED, Type of Plan**

- Traditional IRA
  - Roth IRA
  - SEP IRA
- Tax Year: \_\_\_\_\_

### 4. Premium Payment Source

Check Included .....\$ \_\_\_\_\_

Check in Transit .....\$ \_\_\_\_\_

Anticipated Total amount from external transfer(s) to be requested by CL Life .....\$ \_\_\_\_\_

Anticipated Total amount from external transfer(s) to be requested by Agent or Owner .....\$ \_\_\_\_\_

Total Premium .....\$ \_\_\_\_\_

### 5. Initial Premium Allocation (Total must equal 100%)

**5-Year Surrender Charge Period – Available Allocations:**

Fixed Interest Account	%
S&P 500® Annual Point-to-Point with Cap	%
Nasdaq-100® Annual Point-to-Point with Cap	%
<b>Total</b>	<b>100 %</b>

**7-Year Surrender Charge Period – Available Allocations:**

Fixed Interest Account	%
S&P 500® Annual Point-to-Point with Cap	%
S&P 500® Annual Point-to-Point with Participation Rate	%
Nasdaq-100® Annual Point-to-Point with Cap	%
Nasdaq-100® Annual Point-to-Point with Participation Rate	%
<b>Total</b>	<b>100 %</b>

**10-Year Surrender Charge Period – Available Allocations:**

Fixed Interest Account	%
S&P 500® Annual Point-to-Point with Cap	%
S&P 500® Annual Point-to-Point with Participation Rate	%
Nasdaq-100® Annual Point-to-Point with Cap	%
Nasdaq-100® Annual Point-to-Point with Participation Rate	%
MSCI USA 10% Risk Control Annual Point-to-Point with Participation Rate	%
MSCI USA Annual Point-to-Point with Participation Rate	%
<b>Total</b>	<b>100 %</b>

### 6. Existing Coverage/Replacement

1. Do you have existing life insurance or annuity contracts with this company or any other company?  Yes  No  
If "Yes" and required by your state, complete replacement form(s).
2. Will this annuity partially or completely replace or change any life insurance or annuity policy  Yes  No  
If "Yes" complete the state Specific Replacement Notice.
3. Has any owner, annuitant or beneficiary entered into an agreement to sell or assign this  Yes  No  
Annuity. If "Yes" please explain in Special Remarks.
4. Has any owner, annuitant or beneficiary ever sold, transferred, or assigned a life insurance  Yes  No  
or annuity policy to a third party? If "Yes" please explain in Special Remarks.

Special Remarks if "Yes" to either question 3 or 4: \_\_\_\_\_

## 7. Notice

---

State insurance law may prohibit the Owner of an annuity Contract from entering into any agreement to sell, transfer, or assign an annuity Contract prior to the date the Contract was issued, or within a period of time specified by state law after the Contract is issued. Consult your legal advisors if you have questions about these matters. **Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.**

## 8. Signatures

---

### TAX IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number; and
2. I am not subject to backup withholding due to failure to report interest and dividend income; and
3. I am a U.S. Citizen or other U.S. Persons (as defined in the W-9 instructions).

Certification Instructions: You must strike out item 2 above if you have been notified by the IRS that you are currently subject to back up withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

### OWNER'S/ANNUITANT'S STATEMENT

By signing below, the contract Owner and Annuitant acknowledges the statements mentioned above and agree to the following:

1. All statements and answers to questions in this application are true to the best of my knowledge and belief. The application was signed by me/us after all answers and information were recorded herein.
2. The insurance producer has delivered, and I have received *The Buyer's Guide to Deferred Annuities*.
3. I have read through the applicable product disclosure. The insurance producer has explained, and I understand the various product features, including: (a) surrenders and withdrawals; (b) surrender charges and surrender charge period; (c) early withdrawal tax penalty; and (d) annuitization. A signed product disclosure is enclosed with this application.
4. I am purchasing an annuity that includes a market value adjustment. The insurance producer has explained, and I understand that during the market value adjustment period: (a) any amount surrendered or withdrawn may be subject to a market value adjustment; and (b) the adjustment may increase, or decrease amounts payable under the contract. The insurance producer has explained, and I understand that: (a) if interest rates rise after the contract effective date, the market value adjustment will generally decrease the surrender value; and (b) if interest rates fall after the contract effective date, the market value adjustment will generally increase the surrender value.
5. The insurance producer has explained, and I understand that CL Life and Annuity Insurance Company does not offer legal, financial, tax, investment, or estate-planning advice. I have had the opportunity to seek such advice from the proper sources before applying for this annuity.
6. The insurance producer and I agree that the purchase of this annuity is appropriate to my particular legal, financial, tax, investment, estate-planning goals, and other circumstances. The insurance producer and I have reviewed and completed the suitability form, as applicable. The completed and signed original of that form is enclosed with this application, a copy has been retained by me.
7. I understand that the annuity contract will not be issued until all money has been received and the total dollar amount meets the minimum premium requirement for the product. Interest does not accrue until the effective contract issue date

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signed at \_\_\_\_\_  
(City) (State) (Date)

Owner Signature: \_\_\_\_\_ Owner Name Printed: \_\_\_\_\_

Joint Owner Signature: \_\_\_\_\_

Joint Owner Name Printed: \_\_\_\_\_

Annuitant Signature: \_\_\_\_\_

Annuitant Name Printed: \_\_\_\_\_

Joint Annuitant Signature: \_\_\_\_\_

Joint Annuitant Name Printed: \_\_\_\_\_

**9. Agent Certification**

---

- 1. Does the Owner/Annuitant and have existing life insurance or annuities with this company or another company? Yes No
- 2. Will this annuity replace or change any life insurance or annuity policy Yes No  
If "Yes" complete the state Specific Replacement Notice.

I have personally reviewed the government issued identification for the Owner and confirmed the personal identification information provide by the applicant as noted in section 1.

If this is a replacement, have you complied with all State Replacement Regulations and completed all required State Replacement Forms? Yes N/A

- 1. I declare that the identity of the applicant(s) has been verified by reviewing government-issued photo identification.
- 2. I have delivered a copy of *The Buyer's Guide to Deferred Annuities* to the applicant(s).
- 3. I have read through the applicable product disclosure with the applicant(s). I have explained and I believe the applicant(s) understands the various product features, including: (a) surrenders and withdrawals; (b) surrender charges and surrender charge period; (c) early withdrawal tax penalty; and (d) annuitization. A signed product disclosure is enclosed with this application.
- 4. The applicant(s) is purchasing an annuity that includes a market value adjustment. I have explained and I believe that the applicant(s) understands that during the market value adjustment period: (a) any amount surrendered or withdrawn may be subject to a market value adjustment; and (b) the adjustment may increase, or decrease amounts payable under the contract. I have explained and I believe the applicant(s) understands that: (a) if interest rates rise after the contract effective date, the market value adjustment will generally decrease the surrender value; and (b) if interest rates fall after the contract effective date, the market value adjustment will generally increase the surrender value.
- 5. I believe that the purchase of this annuity is appropriate to the applicant's particular legal, financial, tax, investment, estate-planning goals, and other circumstances. I have completed the suitability form and have reviewed it with the applicant(s). The completed and signed original of that form is enclosed with this application, a copy of which has been retained by me. I represent that with respect to the suitability of this sales recommendation, the applicable state requirements have been met.
- 6. This application was signed by the applicant(s) after all answers and information were recorded herein.

Agent/Producer Signature: \_\_\_\_\_ Agent/Producer Name: (Printed) \_\_\_\_\_

Agent/Producer Number: \_\_\_\_\_ Agent License Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Relationship to Owner: \_\_\_\_\_ E-mail: \_\_\_\_\_

**10. Additional Notes**

---

Index Disclosure Statements:

The "S&P 500 ®" is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJI"), and has been licensed for use by CL Life and Annuity Insurance Company ("the Company"). S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The product is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500 ®.

Nasdaq®, Nasdaq-100®, Nasdaq-100 Index®, and NDX® are registered trademarks of Nasdaq, Inc. (which with its affiliates is referred to as the "Corporations") and are licensed for use by [Insert Name of Client]. The Product(s) have not been passed on by the Corporations as to their legality or suitability. The Product(s) are not issued, endorsed, sold, or promoted by the Corporations. THE CORPORATIONS MAKE NO WARRANTIES AND BEAR NO LIABILITY WITH RESPECT TO THE PRODUCT(S).

The MSCI indexes are the exclusive property of MSCI Inc. ("MSCI"). MSCI and the MSCI index names are service mark(s) of MSCI or its affiliates and have been licensed for use for certain purposes by CL Life and Annuity Insurance Company ("CL Life"). The financial products referred to herein are not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such financial products or any index on which such financial products are based. The Contract Rider form contains a more detailed description of the limited relationship MSCI has with CL Life and any relevant financial products. No purchaser, seller or holder of this product, or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

## CL Arrow MAX Annuity Disclosure

---

The CL Arrow MAX Annuity is a modified single premium fixed and indexed deferred annuity designed to accumulate money for retirement. This form is not intended to be a complete explanation of your annuity. **Please refer to your Contract for complete details.**

### INTEREST CREDITING

You can choose different accounts for your money. You may make your allocation elections on the application. Your Accumulation Value is the total of the individual Account Accumulation Values for the interest accounts you select.

#### Fixed Rate Account

The fixed rate is guaranteed for one Contract year. On Contract anniversaries the rate may change subject to the contractual Guaranteed Minimum Interest Rate listed on the Contract data page. All subsequent premiums received are applied to this account until the Contract anniversary, then allocated per your instructions.

#### Indexed Interest Accounts

A wide variety of indexed interest accounts offer interest earnings based on the changes of a specified index. Indexed interest credited for indexed interest accounts is never less than zero and added to the Account Value at the end of each Index Term Period. Cap, participation, and spread rates are subject to reset at the end of each Index Term Period, subject to the minimums listed on the Contract Data Page.

#### Annual Point-to-Point with Cap Accounts

The Annual Point-to-Point with Cap Accounts earn interest based on the percentage change in the underlying from the previous Contract anniversary, up to a specified cap. The minimum cap rate is listed on your Contract Data Page. Indexed interest account selections containing a cap include:

- **S&P 500 Annual Point-to-Point with Cap**
- **Nasdaq-100 Annual Point-to-Point with Cap**

#### Annual Point-to-Point No-Cap Accounts

The Point-to-Point with Participate Rate Accounts earn interest based on the percentage change in the underlying index during the Index Term Period, minus the spread rate, if any, multiplied by the participation rate. The minimum participation rate and maximum spread rate are listed on your Contract data page. Indexed interest account selections with a participation rate include:

- **S&P 500 Annual Point-to-Point with Participation Rate**
- **MSCI USA 10% Volatility Target Annual Point-to-Point with Participation Rate**
- **MSCI USA Annual Point-to-Point with Participation Rate**
- **Nasdaq-100 Annual Point-to-Point with Participation Rate**

**Transfers**—Account Value may be transferred among the available Interest Accounts at the end of Index Term Period without a Surrender Charge or MVA. A written request for transfer must be received 5 days before the end of the current Index Term Period.

**Premium Bonus**—The Contract offers a Premium Bonus equal to premium paid in the first Contract year multiplied by the premium bonus rate declared on the date of issue. The Premium Bonus is allocated to the Accounts proportionately in the same manner as your Premium allocation instructions. The premium bonus for premiums received after issue is allocated to the fixed account. The premium bonus vests over the surrender charge period. In the event of withdrawal, surrender, or death during the vesting period, any non-vested premium bonus amount will be deducted from the Contract Value as shown on the following page:

PREMIUM BONUS VESTING SCHEDULE FOR WITHDRAWAL & SURRENDER BENEFITS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
<b>5 YEARS</b>	0%	20%	40%	60%	80%					
<b>7 YEARS</b>	0%	15%	30%	45%	55%	70%	85%			
<b>10 YEARS</b>	0%	10%	20%	30%	40%	50%	60%	70%	80%	90%

PREMIUM BONUS VESTING SCHEDULE FOR DEATH BENEFITS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
<b>5 YEARS</b>	0%	100%	100%	100%	100%					
<b>7 YEARS</b>	0%	100%	100%	100%	100%	100%	100%			
<b>10 YEARS</b>	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Annuities that offer bonus features may have longer surrender charge periods, lower credited interest rates and/or lower cap and participation rates than annuities that do not provide a bonus feature.

### LIQUIDITY FEATURES AND IMPORTANT TERMS

You may receive partial surrenders or periodic income payments from your annuity by submitting a request acceptable to the Company. When you make withdrawals, surrender or annuitize your annuity, the amount withdrawn will not be credited with any index return in the current Index Term Period. Withdrawals do not participate in any index interest crediting during the Contract Year of the withdrawal.

You may be subject to a 10% Federal penalty tax if you make withdrawals or surrender your annuity before age 59½.

**Penalty Free Withdrawals** – During each Contract Year after the first, the surrender charge and MVA will be waived on any Account Value withdrawn up to an amount that does not exceed the greater of 10% of the Contract Value on the most recent Contract Anniversary and any Internal Revenue Service (IRS) required minimum distributions (RMD) applicable to Your Contract for the calendar year ending in the current Contract year.

**Partial and Full Surrenders** – Any withdrawal over the penalty free withdrawal amount will be subject to surrender charges and a Market Value Adjustment. In the event of a full surrender, you will receive the surrender value of your Contract as a lump sum.

**Surrender Charges** – This annuity product is a long-term contract with substantial penalties for early surrender. A surrender charge is assessed, according to the schedule below, on any amount withdrawn as a partial or full surrender that is in excess of the penalty free amount.

SURRENDER CHARGE PERIOD	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
<b>5 YEARS</b>	9%	8%	7%	6%	5%					
<b>7 YEARS</b>	9%	8%	7%	6%	5%	4%	3%			
<b>10 YEARS</b>	9%	8%	7%	6%	5%	4%	3%	2%	1%	.5%

**Market Value Adjustment** – We will make a Market Value Adjustment (MVA) on amounts withdrawn or surrendered in excess of the penalty free withdrawal amount during the surrender charge period. It may result in either an increase or a decrease to the amount withdrawn or surrendered. A MVA will be made only when a Surrender Charge is deducted.

Generally, the MVA decreases the Contract Value surrendered when interest rates rise, and increases it when interest rates fall. The MVA will not reduce the amount withdrawn below the Guaranteed Surrender Value.

**Surrender Value** – The Surrender Value is equal to the greater of (a) the Guaranteed Surrender Value; or (b) the Contract Value less any applicable Surrender Charge, and adjusted for any applicable MVA, determined as of the date of surrender. The Guaranteed Surrender Value will be 87.5% of Premium(s) Paid, less any partial withdrawals, plus interest earned at the nonforfeiture rate described in your Contract.

**Annuitization** – You may choose to have the proceeds of this Contract paid under an income option. This is called annuitizing your Contract. When you annuitize, you can choose from several options, including income for life and/or a specified period of years. Once you annuitize your Contract, you may not surrender it or have access to any values of your annuity, other than your income payments. If proceeds other than a death benefit are applied to an income option during the surrender charge period, any applicable surrender charge and MVA will apply. Payment options may not be elected after the Maturity Date. We reserve the right to modify the payment frequency so that each payment will be at least \$100.

**Death Benefit** – The death benefit is equal to the Vested Contract Value, wherein any non-vested portion of the premium bonus will be deducted from the amount payable as described in the Premium Bonus section on page 2 of this disclosure. Surrender charges and/or MVA do not apply in the event of death.

#### INDEX INFORMATION AND DISCLOSURES

The S&P 500® Index is a product of S&P Dow Jones Indices LLC or its affiliates (“SPDJ”), and has been licensed for use by CL Life and Annuity Insurance Company. S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates (“S&P”); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”); Arrow and Arrow Max Index Annuity Contracts are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500® Index.

Nasdaq®, Nasdaq-100®, Nasdaq-100 Index®, and NDX® are registered trademarks of Nasdaq, Inc. (which with its affiliates is referred to as the “Corporations”) and are licensed for use by [Insert Name of Client]. The Product(s) have not been passed on by the Corporations as to their legality or suitability. The Product(s) are not issued, endorsed, sold, or promoted by the Corporations. THE CORPORATIONS MAKE NO WARRANTIES AND BEAR NO LIABILITY WITH RESPECT TO THE PRODUCT(S).

The MSCI indexes are the exclusive property of MSCI Inc. (“MSCI”). MSCI and the MSCI index names are service mark(s) of MSCI or its affiliates and have been licensed for use for certain purposes by CL Life and Annuity Insurance Company (“CL Life”). The financial products referred to herein are not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such financial products or any index on which such financial products are based. The Contract Rider form contains a more detailed description of the limited relationship MSCI has with CL Life and any relevant financial products. No purchaser, seller or holder of this product, or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this product without first contacting MSCI to determine whether MSCI’s permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.





## **Annuity Suitability Form**

Please complete this worksheet and submit with your application. The financial and personal information requested on this form is required to verify if the annuity meets your needs and objectives. This form must be completed, signed, and dated to consider your application. Incomplete forms will delay processing.

**Owner**

Full Name: \_\_\_\_\_

Age: \_\_\_\_\_

Employment Status:  Employed  Unemployed  Retired

**Jt. Owner**

Full Name: \_\_\_\_\_

Age: \_\_\_\_\_

Employment Status:  Employed  Unemployed  Retired

**Please complete each section on behalf of the owner; for joint owners, the information should be combined. If the annuity will be owned by a trust, use the assets and objectives of the trust.**

### **FINANCIAL OBJECTIVES**

1. Why are you purchasing this annuity? (Check all that apply) <input type="checkbox"/> Estate Planning <input type="checkbox"/> Potential Growth <input type="checkbox"/> Tax Deferral <input type="checkbox"/> Immediate Income <input type="checkbox"/> Protection from market risk <input type="checkbox"/> Other (Details) _____
2. Indicate your risk tolerance for this annuity purchase: <input type="checkbox"/> Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Aggressive
3. What is your financial experience? <input type="checkbox"/> 0-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> 11-20 years <input type="checkbox"/> Over 20 years
4. Federal tax bracket: <input type="checkbox"/> 0-10% <input type="checkbox"/> 11-20% <input type="checkbox"/> 21-30% <input type="checkbox"/> 31-40%
5. Do you anticipate material changes in your income, expenses, or assets during the surrender charge period of the annuity you are purchasing? <input type="checkbox"/> No <input type="checkbox"/> Yes (please explain) _____ _____
6. How long do you plan to keep this annuity? <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years
7. When do you anticipate taking your first distribution from this annuity? (Check one) <input type="checkbox"/> < 1 year <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> 11+ years <input type="checkbox"/> I don't plan to take distributions
8. In consideration of your answer to #7, how do you anticipate taking distributions from this annuity? (Check all that apply) <input type="checkbox"/> Immediate Income <input type="checkbox"/> Required Minimum Distribution <input type="checkbox"/> Penalty-free withdrawals <input type="checkbox"/> Lump sum <input type="checkbox"/> Annuitize <input type="checkbox"/> Leave to Beneficiary <input type="checkbox"/> I don't plan to take distributions
9. Are you aware that the fixed annuity contract for which you are applying may be a long-term contract with substantial penalties for early withdrawal and there are non-guaranteed elements in the annuity? <input type="checkbox"/> Yes <input type="checkbox"/> No (please explain) _____ <input type="checkbox"/> N/A – Immediate Income Annuity
10. Are you aware that withdrawals prior to age 59-1/2 may result in a 10% IRS penalty tax? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

**CURRENT FINANCIAL STATUS**

<p>11. Annual Gross Household Income:</p> <p><input type="checkbox"/> \$0-24,999   <input type="checkbox"/> \$25,000-49,999   <input type="checkbox"/> \$50,000-74,999   <input type="checkbox"/> \$75,000-100,000   <input type="checkbox"/> Over \$100,000</p>
<p>12. Source of Income (Check all that apply):</p> <p><input type="checkbox"/> Wages   <input type="checkbox"/> Pension Payments   <input type="checkbox"/> Guaranteed Annuity Payments</p> <p><input type="checkbox"/> Investments   <input type="checkbox"/> Social Security   <input type="checkbox"/> Rental Income   <input type="checkbox"/> Other: _____</p>
<p>13. Annual Household Expenses (Examples include mortgage/rent, health care, insurance, daily expenses, etc.)</p> <p><input type="checkbox"/> \$0-24,999   <input type="checkbox"/> \$25,000-49,999   <input type="checkbox"/> \$50,000-74,999   <input type="checkbox"/> \$75,000-100,000   <input type="checkbox"/> Over \$100,000</p>
<p>14. Liquid Net Worth NOT including the funds used to purchase this annuity. (These are assets that can be easily converted to cash without incurring penalty charges (e.g., checking, savings, stocks, bonds, penalty free withdrawals from current assets))</p> <p><input type="checkbox"/> Under \$10,000   <input type="checkbox"/> \$10,000-24,999   <input type="checkbox"/> \$25,000-49,999   <input type="checkbox"/> \$50,000-99,999   <input type="checkbox"/> \$100,000-149,999</p> <p><input type="checkbox"/> \$150,000-199,999   <input type="checkbox"/> \$200,000-249,999   <input type="checkbox"/> \$250,000-500,000   <input type="checkbox"/> \$500,000-999,999   <input type="checkbox"/> Over \$1,000,000</p>
<p>15. Total amount of debt excluding primary residence (credit cards, student loans, personal loans, auto loans, etc.)</p> <p><input type="checkbox"/> Under \$10,000   <input type="checkbox"/> \$10,000-50,000   <input type="checkbox"/> \$50,000-100,000   <input type="checkbox"/> \$100,000-250,000   <input type="checkbox"/> Over \$250,000</p>
<p>16. Estimated Total Net Worth (Exclude primary residence, furnishings &amp; automobiles)</p> <p><input type="checkbox"/> \$0-49,999   <input type="checkbox"/> \$50,000-99,999   <input type="checkbox"/> \$100,000-149,999   <input type="checkbox"/> \$150,000-199,999   <input type="checkbox"/> \$200,000-249,999</p> <p><input type="checkbox"/> \$250,000-499,999   <input type="checkbox"/> \$500,000-999,999   <input type="checkbox"/> \$1 million - \$2.5 million   <input type="checkbox"/> Over \$2.5million</p>
<p>17. Types of current assets (Check all that apply)</p> <p><input type="checkbox"/> Annuities; Current Accumulation Value \$ _____   <input type="checkbox"/> Life Insurance   <input type="checkbox"/> Stocks/Bonds/Mutual Funds</p> <p><input type="checkbox"/> CD/Money Market Funds   <input type="checkbox"/> Real Estate   <input type="checkbox"/> 401k/Pension   <input type="checkbox"/> Other</p>
<p>18. Source of funds used to purchase this annuity (Check all that apply)</p> <p><input type="checkbox"/> Life Insurance   <input type="checkbox"/> Variable Life Insurance   <input type="checkbox"/> Fixed/Indexd Annuity   <input type="checkbox"/> Variable Annuity   <input type="checkbox"/> Checking/Savings</p> <p><input type="checkbox"/> CD Money Market   <input type="checkbox"/> 401k/pension   <input type="checkbox"/> Stocks/Bonds/Mutual Funds   <input type="checkbox"/> Other _____</p>
<p>19. Do you have a reverse mortgage on your primary residence?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>(A reverse mortgage is an agreement in which a senior homeowner takes a loan against the equity in their home. The loan is repaid when the borrower dies or moves out of the property and the house is sold.)</p>
<p>20. Do you have an emergency fund for unexpected expenses?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>



**INSURANCE PRODUCER DISCLOSURE FOR ANNUITIES**

Do not sign unless you have read and understand the information in this form.

**1. INSURANCE PRODUCER INFORMATION (“Me”, “I”, “My”)**

Full Name (first-middle-last)		
Business Telephone Number	National Producer Number	State

**2. OWNER/APPLICANT INFORMATION (“You”, “Your”)**

Full Name (first, middle, last)
Joint Owner Full Name (first, middle, last)

**3. TYPES OF PRODUCTS I CAN SELL:**

I am licensed to sell annuities to you in accordance with state law. If I recommend that You buy an annuity, it means I believe that it effectively meets Your financial situation, insurance needs and financial objectives. Other financial products, such as life insurance or stocks, bonds and mutual funds, also may meet Your needs.

I offer the following products:

Fixed or Fixed Indexed Annuities Variable Annuities     Life Insurance

I need a separate license to provide advice about or to sell non-insurance financial products. I have checked below any noninsurance financial products that I am licensed and authorized to provide advice about or to sell.

Mutual Funds     Stocks/Bonds     Certificates of Deposits

**4. ANNUITIES I CAN SELL:**

I am authorized to sell:     Annuities from One (1) Insurer     Annuities from Two (2) or more Insurers

Annuities from Two (2) or more Insurers although I primarily sell annuities from \_\_\_\_\_

**5. HOW I’M PAID FOR MY WORK:**

It’s important for you to understand how I’m paid for my work. Depending on the particular annuity You purchase, I may be paid a commission or a fee. Commissions are generally paid to Me by the insurance company while fees are generally paid to Me by the consumer. If You have questions about how I’m paid, please ask Me.

Depending on the particular annuity You buy, I will or may be paid cash compensation as follows (select one):

Commission, which is usually paid by the insurance company or other sources.

Other (Details) \_\_\_\_\_

**If you have questions about the above compensation I will be paid for this transaction, please ask me.**



## **Applicant/Owner's Acknowledgement**

By signing below, I acknowledge that I have reviewed the product with my producer, in addition to the financial factors listed on this form and have determined that the product meets my needs and objectives. I confirm that I provided the information above and that it is true and complete to the best of my knowledge. The producer discussed with me the surrender charges, if applicable, and other costs relating to this annuity contract. I understand the advantages and disadvantages of this annuity contract.

To recommend a product that effectively meets your needs, objectives and situation, the producer, broker or company needs information about you, your financial situation, insurance needs and financial objectives. If you refuse to provide your producer, broker, or company, some or all of the information needed to decide if this annuity effectively meets your needs, objectives and situation, or you provide inaccurate information, you may lose protections provided by various state insurance laws.

**Note: if you refuse or are unable to provide the requested information, CL Life is unable to issue the contract.**

### **Statement of Purchaser:**

- I REFUSE to provide this information at this time.
- I have chosen to provide LIMITED information at this time.

PLEASE REVIEW THIS FORM AND SIGN ATTESTING THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE. THIS FORM SHOULD NOT BE SIGNED IF ANY REQUIRED ITEM IS LEFT BLANK.

### **Purchase Recommendation (Required):**

- My annuity purchase is NOT based on the recommendations of this producer or the insurer.
- My annuity purchase is based on the recommendations of this producer or the insurer.

Applicant/Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Producer Statement**

I believe the purchase of this annuity contract is suitable after reviewing the information provided to me by the applicant/owner. If applicable, I have discussed the advantages and disadvantages of any replacement or exchange of another annuity contract or life policy. I have reasonably informed the applicant/owner of all-important features of the annuity and proposed transaction.

To the best of my knowledge, the questions on this form have been answered truthfully and I have complied with suitability requirements consistent with my contractual obligations.

Producer Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT NOTICE:  
REPLACEMENT OF LIFE INSURANCE OR ANNUITIES**

---

**This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.**

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy.

A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. **Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? \_\_\_ YES \_\_\_ NO**
  
2. **Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? \_\_\_ YES \_\_\_ NO**

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because \_\_\_\_\_.

I  
certify that the responses herein are, to the best of my knowledge, accurate:

Applicant Name (printed) \_\_\_\_\_  
 Applicant Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Agent Name (printed) \_\_\_\_\_  
 Agent Signature \_\_\_\_\_  
 Date \_\_\_\_\_

\_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.) Life Insurance and Annuities Replacement Model Regulation

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

**PREMIUMS:**

Are they affordable? Could they change? You're older—are premiums higher for the proposed new policy? How long will you have to pay premiums on the new policy? On the old policy?

**POLICY VALUES:**

New policies usually take longer to build cash values and to pay dividends. Acquisition costs for the old policy may have been paid, you will incur costs for the new one. What surrender charges do the policies have? What expense and sales charges will you pay on the new policy? Does the new policy provide more insurance coverage?

**INSURABILITY:**

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down. You may need a medical exam for a new policy. Claims on most new policies for up to the first two years can be denied based on inaccurate statements. Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**

How are premiums for both policies being paid? How will the premiums on your existing policy be affected? Will a loan be deducted from death benefits? What values from the old policy are being used to pay premiums?

**IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**

Will you pay surrender charges on your old contract? What are the interest rate guarantees for the new contract? Have you compared the contract charges or other policy expenses?

**OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**

What are the tax consequences of buying the new policy? Is this a tax free exchange? (See your tax advisor.) Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code? Will the existing insurer be willing to modify the old policy? How does the quality and financial stability of the new company compare with your existing company?



## Replacement Comparison Worksheet

This form must be submitted for each contract/policy being replaced (including partial and penalty-free transfers) in addition to any state-required replacement form(s). If not applicable, put N/A. Do not leave any questions blank. If there are more than two (2) replacement/exchanges, please use an additional Replacement Comparison Form.

Owner Name \_\_\_\_\_ Joint Owner Name \_\_\_\_\_

CL Life Contract Number \_\_\_\_\_

	Replaced Contract 1	Replaced Contract 2	Proposed Product
1. Type of Contract	<input type="checkbox"/> Indexed Annuity <input type="checkbox"/> Declared Rate Annuity <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Life Insurance	<input type="checkbox"/> Indexed Annuity <input type="checkbox"/> Declared Rate Annuity <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Life Insurance	<input type="checkbox"/> Indexed Annuity <input type="checkbox"/> Declared Rate Annuity
2. Company Name			CL Life and Annuity Insurance Company
3. Product Name			
4. Date of Issue (mm/dd/yyyy)	/ /	/ /	
5. Replacement Withdrawal Type	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Partial Penalty Free	<input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Partial Penalty Free	
6. Current Surrender Charge %	%	%	
7. Current Accumulation Value	\$	\$	
8. Current Cash Surrender Value	\$	\$	
9. Total Amount Being Transferred	\$	\$	
10. Current Fixed Interest Rate	<input type="checkbox"/> N/A %	<input type="checkbox"/> N/A %	<input type="checkbox"/> N/A (SPIA only) %
11. Annual fees, expenses or charges	<input type="checkbox"/> N/A %	<input type="checkbox"/> N/A %	N/A
12. Does the contract being replaced include an Income Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, value of Benefit Base is \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, value of Benefit Base is \$ _____	No

A. Please explain why you have chosen to replace your existing life insurance or annuity contract. (Give specific reasons)

\_\_\_\_\_

B. Is the producer assisting you with this transaction the agent on the contract that is being replaced?  Yes  No

C. Excluding the current replacement, have you replaced any annuity contracts within the past 60 months?  Yes  No

If Yes, Explanation for other replacements within the past 60 months (e.g. how long ago, whether they involved the same agent, whether they involved the same funds): \_\_\_\_\_

Do not sign this form if any item has been left unanswered. Please carefully review the information recorded and confirm that it is true and correct to the best of your knowledge.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Producer Signature \_\_\_\_\_ Date \_\_\_\_\_



**Qualified/Non-Qualified Transfer 1035 Exchange Form**

**Transferring Company**

Company Name	Phone		
Overnight Address (No P.O. Box)	City	State	Zip

**Existing Policy or Account**

Contract/Policy Number Being Exchanged/Transferred			
Owner	Owner SSN or TIN	Phone Number	
Joint Owner (if applicable)	Joint Owner SSN or TIN	Phone Number	
Owner(s) Address	City	State	Zip
Annuitant/Insured	Annuitant/Insured SSN (if applicable)		
Joint Annuitant/Insured (if applicable)	Joint Annuitant/Insured SSN (if applicable)		

**Existing Policy Type**

CD  Annuity  Life Insurance  Custodial Account  Other: \_\_\_\_\_ (check one)

**Transfer Instructions**

I wish to liquidate and transfer the:

- Full Value  Partial Value in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% (Certain restrictions may apply)  
 All funds not subject to surrender/back-end sales charges

Please transfer these funds  immediately or  on a specific date \_\_\_/\_\_\_/\_\_\_ (not later than the maturity date)

Return of Contract/Policy (Please choose one if you are transferring the full value of your contract/policy)

- I certify that I cannot find my contract/policy.  The contract/policy is attached.

**Qualified Account Transfer /Rollover**

I wish to transfer:

From:  IRA  Roth IRA  SEP IRA  TSA  401(k) Plan  457 Plan  Other \_\_\_\_\_ (check one)

To:  IRA  Roth IRA  SEP IRA  Inherited/Stretch IRA  Other \_\_\_\_\_ (check one)

I authorize my present Financial Institution name above to:

- My RMD has already been taken for the transfer year.  
 Distribute my RMD to me prior to transfer.

If this amount represents all or part of an eligible rollover distribution. I understand there will be no mandatory 20% withholding from this distribution because it is a direct rollover to an eligible retirement plan as defined under applicable tax laws. NOTE: For IRA transfers, if we are issuing a Roth IRA at CL Life you are responsible for issuing a 1099R for the conversion at the time of surrender.

CL Life and Annuity Company's Traditional IRA, Roth IRA, and SEP contracts meet the requirements of Internal Revenue Code § 408(b), 408A, 408(k) and 403(b)(1) respectively.



# CL LIFE AND ANNUITY INSURANCE COMPANY

Executive Office: 201 Main Street, Suite 2100, Fort Worth, Texas 76102, (800) 520-6162  
Administrative Office: P.O. Box 11525, Winston-Salem, NC 27116

## Non-Qualified 1035 Exchange / Non-Qualified Transfer

### 1035 Exchange

I hereby make a complete and absolute assignment and transfer all rights, titles, and interests of every nature and character in and to the above contract to the Company in an exchange intended to qualify under Section 1035 of the Internal Revenue Code. Additionally, by signing this form, I acknowledge that this exchange qualifies under Section 1035 of the Internal Revenue Code as a "like-to-like" exchange. Upon receipt, the Company is directed to surrender all or part of my contract, as indicated above, and apply the value to the product for which I have submitted an application. I understand that by executing this assignment, I irrevocably waive all rights, claims and demand under the above contract. I acknowledge that the Company is furnishing this form and participating in this transaction as an accommodation to me and that the Company assumes no responsibility or liability for my tax treatment under Section 1035 of the Internal Revenue Code or otherwise.

### Non-Qualified Transfer - such as Mutual Fund shares, savings/checking account or CD transfers.

I understand that the Company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state, and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the Company receives these proceeds and all other necessary paperwork in good order.

## Signatures and Authorizations

Please make check(s) payable and mail to:

CL Life and Annuity Insurance Company (USPS)	CL Life and Annuity Insurance Company (Overnight)
Attn: Annuity New Business	Attn: Annuity New Business
P.O. Box 11525	4964 University Parkway Suite 203
Winston-Salem, NC 27116	Winston-Salem, NC 27106

I understand that the Company is providing this form for my convenience and makes no representations concerning my tax treatment. I agree to execute any additional documents required to complete this transaction. **If this is an exchange, I acknowledge that this qualifies under Section 1035 of the Internal Revenue Code as a "like-to-like" exchange.**

Owner Signature (Signature guarantee may be required)	Joint Owner Signature (if applicable)
Date	Spouse Signature (if required for Community Property State)
Signature Guarantee by: Name of Bank/Firm	Officer Signature and Title

Place Signature Guarantee Stamp here:

## Acceptance for Transfers/1035 Exchange (Home Office use only)

The Company requests this liquidation and transfer of the assets listed above. By its signature below, the Company represents that the above-described receiving Annuity Contract is or is intended to be an Annuity Contract of the type indicated and that the Company will accept the Section 1035 Exchange/Transfer on behalf of the person(s) named on this form. Please provide us with a report of the pre- and post-TEFRA cost basis in the current contract, if applicable.

Authorized Signature	Date
Title	New Contract Number

**PROHIBITED TRANSACTION EXEMPTION 84-24**  
**Compensation Disclosure and Acknowledgement Form**

Agent Name: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Insurance Company Name and Product: \_\_\_\_\_

**This disclosure form provides important information for the Fiduciary or IRA owner to consider prior to making the purchase of or adding additional payments to a tax-qualified insurance or annuity policy (“Policy”) issued by an insurance company. In that regard, the information is also intended to satisfy the requirements and conditions of U.S. Department of Labor Prohibited Transaction Exemption 84-24 (“PTE 84-24”).**

This form will describe the following:

- The relationship between the Agent and the insurance company;
  - The compensation (commissions) the Agent will receive as a result of Your purchasing this Policy;
  - A description of any charges, fees, discounts, penalties or adjustments that may be imposed in connection with the purchase, holding, exchange or sale of the Policy,
- and,
- A notice on certain conflicts of interest.

**The Relationship Between the Agent and the Insurance Company**

You will be purchasing this Policy through the Agent who is independent of the insurance company listed above and is under no contractual obligation to offer the above insurance company’s Policies. The Agent is licensed and appointed with a number of insurance companies and Policies of which he /she can represent. The Agent may not make any representations or accept any responsibilities on behalf of the insurance company that are not expressly contained in the Insurance Company’s Policy or Policies. The Agent may not waive or modify any terms of your Policy or Policies. The fact that the Agent may receive a commission for the sale can create a conflict of interest.

**Compensation**

The insurance company will pay commissions to the Agent for the sale of this Policy. In addition, the insurance company may pay additional amounts to other third parties that are involved in the marketing, training, administration, wholesaling, supervision of the Agent, or issuance of the Policy. These parties may also allocate a portion of such amounts to the Agent. The commission is paid by the insurance company and one hundred percent of your premium payment will be credited to the accumulation value of your Policy.

The commission the Agent receives for the sale of this Policy to you is: \_\_\_\_\_

percentage of gross annual premium in the first year and: \_\_\_\_\_ subsequent years the Policy is active

**Charges**

This Policy may include certain charges imposed by the insurance company. These may include surrender charges, bonus recapture provisions, market value adjustments, or fees for optional features available through a rider. The specific charges, fees and provisions applicable to your Policy are available from your Agent or the insurance company. It is important that you understand the charges that may be imposed under the Policy you are purchasing.

**Conflicts of Interest**

A conflict of interest exists when a reasonable person would conclude that a financial interest affects the Agent’s best judgment when recommending the purchase of a Policy The following are material conflicts of interest relevant to the services provided by, and actions taken by, Agent in relation to the purchase recommendation:

- Insurance company payments for the services provided to you may represent a conflict of interest as they may affect the recommendations of the Agent.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Acknowledgement / Approval**

I acknowledge receipt of the information contained in this disclosure for the qualified purchase referenced above. I approve the purchase of the policy as well as the compensation and other charges disclosed for that contract.

Contract Owner: \_\_\_\_\_

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