

**Disclosure and Acknowledgment Form for IRA or Retirement Plan Annuity Purchase (to be retained by the producer)**

**Name of Agent (“Agent”) licensed to sell tax-qualified annuities:** \_\_\_\_\_

**Name of Proposed Owner (“You”):** \_\_\_\_\_

**Type of Product/Insurance Company:** \_\_\_\_\_

This Disclosure and Acknowledgment Form (“Form”) provides important information You should know before making a purchase of, and where applicable, additional payment(s) to, an annuity contract (the “Annuity”) issued by the Insurance Company (“Insurance Company”). This Form is provided pursuant to ERISA Prohibited Transaction Exemption 84-24 (“PTE 84-24”).

This Form describes:

1. the nature of the relationship between Agent and the Insurance Company;
2. the commissions the Agent will receive (“Commissions”) for Your purchase of the Annuity and other compensation the Agent may receive for such purchase;
3. certain charges that apply under the Annuity; and
4. other information, including the Agent’s conflicts of interest.

**Relationship of Agent to Insurance Company**

You will be purchasing Your Annuity through the Agent, who is independent of the Insurance Company and has no contractual obligation to recommend Insurance Company’s annuity contracts. The Agent can recommend annuity contracts that are issued by Insurance Company as well as certain other insurance companies. However, see below for information on the Agent’s conflicts of interest.

**Commissions and Other Agent Compensation**

The Insurance Company will pay Commissions to the Agent when You purchase the Annuity. The Commission is paid by the Insurance Company and Your entire premium payment will be credited to the Annuity Value of Your Annuity.

Below is a description of the Commissions the Agent will receive when You purchase the Annuity:

\_\_\_\_\_ % of the amount of premium you pay to Insurance Company for the Annuity during the first contract year; and, if applicable,

\_\_\_\_\_ % of the amount of the Annuity Value each year that the Annuity remains in force (the “Trail Commission”), if applicable.

The Agent may choose to receive the above Commission at the time the Annuity is issued to you or spread the Commission out over the time the Annuity is in force.

In addition, if applicable, the Agent may receive compensation from third parties, such as an insurance agency, in connection with your purchase of the Annuity, as follows:

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## Charges

Your Annuity includes certain charges imposed by the Insurance Company as the issuer of the Annuity. These include surrender charges and may include a market value adjustment (described below). The specific charges and related provisions applicable to Your Annuity are described in detail in the Annuity Disclosure Statement that has been provided to and signed by You in connection with Your application for the Annuity. It is important that You understand the charges that may be imposed under the Annuity You are purchasing, so if You have any questions, please ask the Agent for more information.

## Market Value Adjustment

Certain annuity contracts contain a market value adjustment ("MVA") provision. An MVA is an adjustment that is applied in the case of a partial withdrawal or full surrender occurring during the Annuity's surrender charge period. In the case of a partial withdrawal, the MVA applies to any portion of the Annuity Value withdrawn that exceeds the penalty-free withdrawal amount and, in the case of a full surrender, the MVA applies to the surrender value. Depending in general on the extent to which prevailing interest rates have increased or decreased since you purchased the Annuity, the MVA may increase or decrease the partial withdrawal amount or surrender value. Please refer to the Annuity Disclosure Statement provided by the Insurance Company for more complete information about the MVA applicable to your Annuity, if any.

## Conflicts of Interest

The Agent may be affected by conflicts of interest in connection with your purchase of, or making withdrawals from, the Annuity. 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 or the making of a withdrawal from an annuity contract.

The Agent will receive a Commission from the Insurance Company when You purchase the Annuity. The amount of the Commission will be larger or smaller depending on the amount of premium you pay to purchase the Annuity and on the type of the Annuity. The Agent will not receive any compensation from the Insurance Company if you do not purchase the Annuity and, if you do purchase the Annuity, the Trail Commission received by the Agent from the Insurance Company, if any, will be reduced or eliminated if you make a withdrawal from the Annuity or surrender the Annuity in its entirety. In addition, Agent is only able to offer a limited universe of products to You, either because Agent is limited by the scope of his or her licensure or because Agent is appointed with a limited number of issuing insurance companies. If You have any questions about the products and services the Agent is able to offer to you, You should ask the Agent for more information.

Other material conflicts of interest (to be completed by the Agent, using additional sheet as necessary):

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**This form is informational only. It is not a contract nor does it create any enforceable obligations between You and the Agent, any applicable insurance agency, Insurance Company, or any other party.**

## Acknowledgment / Approval:

I acknowledge receipt of the information contained in this Form and the Annuity Disclosure Statement referenced above prior to the purchase of the Annuity. I approve the purchase of the Annuity for the IRA or other retirement plan.

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_