

American Landmark 3

OVERVIEW

ISSUE AGES	<p>0-90 (qualified); 0-90 (non-qualified); 0-75 (inherited IRA); 0-75 (inherited non-qualified)</p> <p>Issue age is the owner's age at last birthday. For joint owners, the oldest age will be used as the issue age. If the owner is a non-natural person, the age of the eldest annuitant will be treated as the age of the owner for all purposes under this contract.</p> <p>In Texas, contracts can only be issued up to age 85.</p>
PURCHASE PAYMENTS	<p>This product accepts a single purchase payment for non-qualified, traditional 403(b), Roth 403(b), traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Inherited IRA, Inherited non-qualified and 457 plan funds. Additional purchase payments allowed during the first two months of the contract only. Terms begin only on the 6th and 20th of each month. Purchase payments received prior to the beginning of a term will be held in the purchase payment account until the beginning of the next term. Additional purchase payments have their own interest crediting terms.</p> <p>Minimum: Initial purchase payment: \$50,000; additional purchase payments: \$2,000</p> <p>Maximum (without prior approval): \$2 million for ages 0-75; \$1 million for ages 76+</p> <p>Maximums apply to the total purchase payments made to all annuities from MassMutual Ascend with the same owners or the same annuitants.</p>
EXTENDED CARE WAIVER RIDER	<p>To help ease the strain of certain unforeseen events, an extended care waiver rider is available for no additional charge. If the owner is confined to a nursing home or long-term care facility, then after the first contract year up to 100% of the account value may be withdrawn without incurring an early withdrawal charge or MVA. The confinement must have begun after the contract effective date and must continue for at least 90 consecutive days after the later of the first contract anniversary or the first date of confinement.</p> <p><i>Not available in Massachusetts. In California, the Extended Care Waiver Rider has been replaced with the Waiver of Early Withdrawal Charges for Facility Care or Home Care or Community-Based Services Rider, which provides for a waiver of early withdrawal charges under an expanded variety of circumstances.</i></p>
TERMINAL ILLNESS WAIVER RIDER	<p>If the owner is diagnosed with a terminal illness, then after the first contract year up to 100% of the account value may be withdrawn without incurring an early withdrawal charge or MVA. The first diagnosis of terminal illness must be after the contract effective date. A terminal illness is defined as an illness having a prognosis of survival of 12 months or less, or any longer period as required by state law.</p> <p><i>This waiver may be used only once. Not available in Massachusetts.</i></p>

For producer use only. Not for use in sales solicitation.

Not a bank or credit union deposit or obligation • Not FDIC or NCUA-Insured • Not insured by any federal government agency • May lose value • Not guaranteed by any bank or credit union

INTEREST STRATEGIES

Upon issue, the owner selects from two types of interest strategies: a **declared rate strategy** and **indexed strategies**. At the end of each term, the owner has the opportunity to transfer funds among the available interest strategies. To transfer funds, the owner must submit a strategy selection form at least one day before the new term begins. Unless the owner transfers funds at the end of a term, funds are automatically applied to the same strategy for the next term. Available strategies are subject to change at any time for new sales.

UPSIDE POTENTIAL FACTORS: CAPS, UPSIDE PARTICIPATION RATES AND TRIGGER RATES

The value of an indexed strategy will increase if there is a positive change in the applicable index value during a term, and in some cases, when there is no change in the applicable index value during a term. Indexed strategy value increases are subject to the following upside potential factors: caps, upside participation rates and trigger rates.

A **cap** is the largest positive index change at the end of a term that is taken into account to determine a gain.

An **upside participation rate** is the percentage of any positive index change at the end of a term that is taken into account to determine a gain.

For strategies with an upside participation rate and cap, any positive index change for the term is first subject to an upside participation rate, and then the result is subject to a cap. For some terms, this strategy may be uncapped, which means that the positive index change for the term would only be subject to the applicable upside participation rate.

A **trigger rate** is the interest rate that will be credited for a term when index performance is positive or level for that term.

Before the end of a term, caps, upside participation rates, trigger rates and index changes are reflected in the option values used to calculate increases in strategy values. We can change the cap, upside participation rate or trigger rate for each new term of an indexed strategy.

TERM

- A term is the period over which interest is calculated for an indexed strategy. Indexed strategies available on this product offer one-year terms. Clients may reallocate funds among available strategies at the end of each one-year term.
- The First Trust Barclays Edge Index 1-Year Point-To-Point with 3-Year Participation Rate Lock strategy has three one-year terms. The participation rate is locked in for all three one-year terms. This strategy may only be selected during the first contract year. At the end of each one-year term, the ending value of this strategy may be applied to a new term of this strategy. No other amounts may be applied. At the end of each one-year term, clients may also reallocate funds held in this strategy among other available strategies. Funds held in the strategy at the end of the third one-year term are automatically applied to the First Trust Barclays Edge Index 1-year point-to-point with participation rate strategy unless clients elect otherwise.
- Interest, if any, is credited on the last day of each term year on all indexed strategies.

INTEREST RATES

Purchase payment account interest rate: Interest is credited daily on amounts held in this account based on an applicable interest rate. This interest rate is guaranteed to be at least equal to the guaranteed minimum interest rate set out in the contract.

Declared interest rate: Interest is credited daily on amounts held under a declared rate strategy based on the applicable declared interest rate. The current declared interest rate will not change during the strategy's term and is guaranteed to never be below the guaranteed minimum interest rate set out in the contract.

Indexed interest rate: Indexed strategies linked to the S&P 500®(SPX), iShares U.S. Real Estate ETF (IYR) and the iShares MSCI EAFE ETF (EFA) provide returns based, in part, on the change in the price of the applicable Index or ETF. The price does not include dividends that might be paid on the underlying investments of the Index or ETF.

Indexed strategies linked to the First Trust Barclays Edge Index (FTEDGE7) provide returns based, in part, on the change in the price of the Index. The price change includes dividends that might be paid on components of the Index.

Indexed strategies include:

- S&P 500® 1-year point-to-point with cap
- S&P 500® 1-year point-to-point with performance trigger
- iShares U.S. Real Estate 1-year point-to-point with cap
- iShares MSCI EAFE 1-year point-to-point with cap
- First Trust Barclays Edge Index 1-year point-to-point with participation rate
- First Trust Barclays Edge Index 1-year point-to-point with 3-year participation rate lock

Point-to-point indexed strategy: The indexed interest rate for a term is determined by comparing the index value on the last day of that term to the value on the first day of that term. The indexed interest rate for that term equals the index change, up to the cap or multiplied by the participation rate. The indexed interest rate will never be less than 0%.

Available strategies may vary by state and by distribution.

ACCOUNT VALUE

The account value equals the sum of the following values:

Purchase payment account value: The purchase payment account value equals the purchase payments received, less amounts applied to an interest strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs, plus interest credited, and less any applicable premium tax or other applicable tax.

Declared rate strategy value: A declared rate strategy value equals the amount applied to the declared rate strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs and plus interest credited at the declared interest rate.

Interest strategy value: An interest strategy value equals the amount applied to that strategy, less withdrawals and applicable early withdrawal charges, plus or minus applicable MVAs, and plus indexed interest credited.

SURRENDER VALUE

The surrender value equals the greater of the account value adjusted for any MVA and less any early withdrawal charges or the guaranteed minimum surrender value.

GUARANTEED MINIMUM SURRENDER VALUE (GMSV)

The GMSV equals 87.5% of purchase payments, plus interest credited daily at a minimum guaranteed rate, less prior withdrawals, net of applicable early withdrawal charges and market value adjustments. The GMSV will not be less than the minimum values required by each state.

FEES

There are no up-front sales charges or fees.

EARLY WITHDRAWAL CHARGES

An early withdrawal charge is applied to surrenders and withdrawals for the first three contract years.

CONTRACT YEAR	1	2	3	4+
EARLY WITHDRAWAL CHARGE	9%	8%	7%	0%

MARKET VALUE ADJUSTMENT (MVA)

During the first three contract years, a market value adjustment (or MVA) will apply if the contract is surrendered or a withdrawal above the free withdrawal allowance is taken.

An MVA is an adjustment to the contract values based on how market interest rates have changed since a given purchase payment was first applied to an interest strategy. If interest rates have been fairly steady or have gone up, the adjustment will be negative and may decrease contract values. If interest rates have gone down, the adjustment may be positive and may increase contract values. The amount subject to the adjustment is the portion of the account value withdrawn after the 10% free withdrawal allowance. This amount is then multiplied by the MVA factor.

A positive MVA will never be more than the early withdrawal charge that would apply to the withdrawal or surrender. A negative MVA, together with the early withdrawal charge, will never reduce the account value by more than an amount equal to two times that charge.

FREE WITHDRAWAL ALLOWANCE

During the first contract year, 10% of the purchase payments may be withdrawn without an early withdrawal charge or MVA. After the first contract year, 10% of the account value on the most recent contract anniversary may be withdrawn without an early withdrawal charge or MVA. The sum of all previous withdrawals during the same contract year will be subtracted to determine the amount available. This free withdrawal allowance is not cumulative, and unused amounts do not carry over to the next contract year.

WITHDRAWALS

Withdrawals are allowed any time prior to the annuity payout initiation date. All withdrawals are subject to IRS regulations, early withdrawal charges and MVAs. Withdrawals will be taken first from amounts applied to the purchase payment account, then from the declared rate strategy, then from the other interest strategy(ies) with the shortest term. If there are multiple interest strategies that meet that criterion, withdrawals will be taken proportionally from all interest strategies with the shortest term. Amounts withdrawn from an indexed strategy prior to the end of a term will not be credited with interest.

Minimum withdrawal: \$500;

Minimum account value following withdrawal: \$5,000

**EASY
SYSTEMATIC
PAYMENT (ESP)
PROGRAM
(NON-
CONTRACTUAL)**

The RMD option is available. Refer to the Terms and Conditions section of the ESP program election agreement form for eligibility requirements. ESP payments reduce the amount available under the free withdrawal allowance. Indexed interest is credited only at the end of a term. Amounts withdrawn under the ESP program before the end of a term will not earn any indexed interest.

**PAYOUT
OPTIONS**

The following options are available following the first contract year: fixed period payout, life payout or life payout with payments for at least a fixed period, and joint and one-half survivor payout.

DEATH BENEFIT

The death benefit amount is based on the greater of the account value or the GMSV. A death benefit is payable if the owner dies before annuitization or surrender. A spouse who is the surviving joint owner or sole surviving beneficiary may become the successor owner.

**STATE
VARIATIONS**

Refer to State Approval Chart for non-MVA states.

California: The declared rate strategy is not available.

New Jersey: The GMSV equals 90% of purchase payments, plus interest credited daily at a minimum guaranteed rate, less withdrawals, not including amounts applied to pay early withdrawal charges or negative MVAs.

Texas: Contracts can only be issued up to age 85.

The "S&P 500® Index" is a product of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and has been licensed for use by MassMutual Ascend Life 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"); MassMutual Ascend Life Insurance Company's products 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.

The iShares MSCI EAFE ETF and the iShares U.S. Real Estate ETF are distributed by BlackRock Investments, LLC. iShares®, BLACKROCK®, and the corresponding logos are registered and unregistered trademarks of BlackRock, Inc. and its affiliates ("BlackRock"), and these trademarks have been licensed for certain purposes by MassMutual Ascend Life Insurance Company. MassMutual Ascend Life Insurance Company annuity products are not sponsored, endorsed, sold or promoted by BlackRock, and purchasers of an annuity from MassMutual Ascend Life Insurance Company do not acquire any interest in the iShares MSCI EAFE ETF or the iShares U.S. Real Estate ETF nor enter into any relationship of any kind with BlackRock. BlackRock makes no representation or warranty, express or implied, to the owners of any MassMutual Ascend Life Insurance Company annuity product or any member of the public regarding the advisability of purchasing an annuity, nor does it have any liability for any errors, omissions, interruptions or use of the iShares MSCI EAFE ETF or the iShares U.S. Real Estate ETF or any data related thereto.

The First Trust Barclays Edge Index ("FTIS Index") is a product of FT Indexing Solutions LLC ("FTIS") and is administered and calculated by Bloomberg Index Service Limited and its affiliates (collectively, "BISL"). FIRST TRUST® and First Trust Barclays Edge Index are trademarks of First Trust Portfolios L.P. (collectively, with FTIS and their respective affiliates, "First Trust"). The foregoing index and trademarks have been licensed for use for certain purposes by Barclays, Bloomberg, and MassMutual Ascend Life Insurance Company (collectively, the "Licensees") in connection with the FTIS Index and certain products utilizing the FTIS Index (collectively, the "Products").

The Capital Strength Index ("Nasdaq Index") is a product of Nasdaq, Inc. (collectively, with its affiliates, "Nasdaq"). NASDAQ®, CAPITAL STRENGTH INDEX™, NQCAPST™, and NQCAPSTT™ are trademarks of Nasdaq. The foregoing index and trademarks have been licensed for use for certain purposes by FTIS and Licensees in connection with the FTIS Index and the Products.

The Value Line Dividend Index ("Value Line Index") is a product of Value Line, Inc. ("Value Line"). VALUE LINE® and VALUE LINE DIVIDEND INDEX™ are trademarks or registered trademarks of Value Line. The foregoing index and trademarks have been licensed for use for certain purposes by FTIS and Licensees in connection with the FTIS Index and the Products. The FTIS Index is not sponsored, endorsed, recommended, sold or promoted by Value Line and Value Line makes no representation regarding the advisability of investing in any product utilizing the FTIS Index.

BLOOMBERG® is a trademark and service mark of Bloomberg Finance L.P. Bloomberg Finance L.P., BISL, and their affiliates ("Bloomberg") are not affiliated with First Trust or Barclays. Bloomberg's relationship to First Trust and Barclays is only (1) in the licensing of the FIRST TRUST®, BARCLAYS®, and FIRST TRUST BARCLAYS EDGE INDEX™ trademarks and (2) to act as the administrator and calculation agent of the FTIS Index, which is the property of FTIS. Bloomberg does not guarantee the timeliness, accurateness, or completeness of the FTIS Index or any data or information relating thereto and shall have no liability in connection with the FTIS Index or any data or information relating thereto.

The Products are not issued, sponsored, endorsed, sold, recommended, or promoted by First Trust, Bloomberg, Nasdaq, Value Line, or their respective affiliates (collectively, the "Companies"). The Companies do not make any representation regarding the advisability of investing in the Products or products based on the FTIS Index, Barclays Indices, Nasdaq Index, or Value Line Index, do not make any warranties or bear any liability with respect to such products, and do not make any warranties or bear any liability with respect to the Products, the FTIS Index, or another party's index.

THE COMPANIES DO NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS, COMPLETENESS, AND/OR UNINTERRUPTED CALCULATION OF THE PRODUCTS, FTIS INDEX, BARCLAYS INDICES, NASDAQ INDEX, VALUE LINE INDEX, OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATION WITH RESPECT THERETO, INCLUDING, ORAL, WRITTEN, OR ELECTRONIC COMMUNICATIONS. THE COMPANIES SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS IN THE PRODUCTS, FTIS INDEX, BARCLAYS INDICES, NASDAQ INDEX, OR VALUE LINE INDEX. THE COMPANIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY LICENSEES, OWNERS OF THE PRODUCTS OR OF PRODUCTS BASED ON THE FTIS INDEX, BARCLAYS INDICES, NASDAQ INDEX, OR VALUE LINE INDEX, OR BY ANY OTHER PERSON OR ENTITY FROM THE USE OF THE FTIS INDEX, BARCLAYS INDICES, NASDAQ INDEX, OR VALUE LINE INDEX, OR ANY DATA INCLUDED THEREIN.

Neither Barclays Bank PLC (“BB PLC”) nor any of its affiliates (collectively “Barclays”) is the issuer or producer of MassMutual Ascend’s products and Barclays has no responsibilities, obligations or duties to investors in MassMutual Ascend’s products. The Barclays US 2Y Treasury Futures Index, Barclays US 5Y Treasury Futures Index, Barclays US 10Y Treasury Note Index, and Barclays Switch USD Signal Index (collectively, the “Indices”), together with any Barclays indices that are components of the Indices, are trademarks owned by Barclays and, together with any component indices and index data, are licensed for use by FTIS in connection with the First Trust Barclays Edge Index.

Barclays’ only relationship with the MassMutual Ascend in respect of the Indices is the licensing of the Indices to FTIS, which are administered, compiled and published by BB PLC in its role as the index sponsor (the “Index Sponsor”) without regard to MassMutual Ascend’s products or investors in MassMutual Ascend’s products. Additionally, MassMutual Ascend as issuer or producer of MassMutual Ascend’s products may for itself execute transaction(s) with Barclays in or relating to the Indices in connection with MassMutual Ascend’s products. Investors acquire MassMutual Ascend’s products from MassMutual Ascend and investors neither acquire any interest in the Indices nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in MassMutual Ascend’s products. MassMutual Ascend’s products are not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of MassMutual Ascend’s products or use of the Indices or any data included therein. Barclays shall not be liable in any way to MassMutual Ascend, investors or to other third parties in respect of the use or accuracy of the Indices or any data included therein.

Product issued by MassMutual Ascend Life Insurance CompanySM (Cincinnati, Ohio), a wholly owned subsidiary of Massachusetts Mutual Life Insurance Company (MassMutual), under contract form ICC25-P1178825NW, endorsement form E6056318NW, and rider forms ICC20-R6032420NW and ICC20-R6032320NW (not available in Massachusetts). Form numbers, features and availability may vary by state.

All guarantees subject to the claims-paying ability of MassMutual Ascend Life Insurance Company.

This content does not apply in the state of New York.

For producer use only. Not for use in sales solicitation.

NOT A BANK OR CREDIT UNION DEPOSIT OR OBLIGATION • NOT FDIC OR NCUA-INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE • NOT GUARANTEED BY ANY BANK OR CREDIT UNION

∴ MassMutual Ascend