

## SELLING AGREEMENT

**Broker/Dealer:** \_\_\_\_\_

THIS SELLING AGREEMENT ("Agreement") by and between MASSMUTUAL ASCEND LIFE INSURANCE COMPANY ("MMALIC"), MM ASCEND LIFE INVESTOR SERVICES ("MMALIS") and Broker/Dealer identified above, along with any and all insurance agency affiliates or subsidiaries of Broker/Dealer ("Agencies") if Broker/Dealer relies on the Agencies for satisfaction of insurance agency licensing requirements. Hereinafter, the term "Broker/Dealer" refers to Broker/Dealer and the Agencies together if they are separate entities, and refers to the Broker/Dealer's capacities as registered broker/dealer and licensed insurance agency if Broker/Dealer is also a licensed insurance agency and does not rely on affiliates or subsidiaries for satisfaction of insurance agency licensing requirements. The Agencies are listed in Appendix I to this Agreement, as may be amended from time to time. This Agreement is made and entered into as the last date all of the parties have signed below.

WHEREAS, MMALIC issues certain variable annuity contracts, and certificates thereunder in the case of group contracts, which are deemed securities under the Securities Act of 1933 ("Registered Contracts"), as well as traditional fixed and fixed indexed annuity contracts, and certificates thereunder in the case of group contracts ("Traditional Contracts") (Registered Contracts and Traditional Contracts are hereinafter collectively referred to as the "Contracts"), described in this Agreement;

WHEREAS, MMALIS is duly registered as a broker-dealer with the Securities and Exchange Commission ("SEC"), is a member of the Financial Industry Regulatory Authority ("FINRA"), and is registered with the securities administrators in the various states and jurisdictions where the Registered Contracts may be offered;

WHEREAS, Broker/Dealer is duly registered as a broker-dealer with the SEC, is a member of FINRA, is registered with the securities administrators in the various states and jurisdictions where it intends to offer the Contracts, and is, or has Agencies that are, duly licensed as an insurance agency with state departments of insurance;

WHEREAS, MMALIC has appointed MMALIS as the exclusive principal underwriter of the Registered Contracts;

WHEREAS, MMALIC and MMALIS propose to have Broker/Dealer's registered representatives ("Representatives"), who are also duly licensed insurance agents, solicit sales of the Contracts; and

WHEREAS, MMALIC delegates to the Broker/Dealer, to the extent legally permitted, training, supervisory and certain administrative responsibilities and duties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Appointment. MMALIC hereby appoints Broker/Dealer for purposes of insurance laws, and MMALIS hereby authorizes Broker/Dealer for purposes of securities laws solely with respect to Registered Contracts, to participate, on a non-exclusive basis, in the distribution, offer, and sale to their customers of the Contracts, solely in accordance with the terms of such Contracts and, for the Registered Contracts, the then current Prospectus relating thereto, and to provide certain services as described herein. Broker/Dealer hereby accepts such appointment. MMALIS and MMALIC reserve the right, without notice to Broker/Dealer, to suspend, withdraw, or modify the offering of the Contracts or to change the conditions of their offering with respect to anyone. Broker/Dealer is not authorized to market any Registered Contract until notified by MMALIC or MMALIS of an effective registration statement therefore with the SEC. MMALIS will provide Broker/Dealer with a list, and updates thereto, which list the jurisdictions in which the Contracts may be sold. Included on Appendix I is a list of jurisdictions in which Broker/Dealer is duly authorized to sell the Contracts and receive commissions thereon and Broker/Dealer represent that this list is true and complete.

2. Supervision of Representatives. Broker/Dealer shall have full responsibility for the training and supervision of all Representatives associated with Broker/Dealer who are engaged directly or indirectly in the offer or sale of the Contracts and all such Representatives shall be subject to the control of Broker/Dealer with respect to such Representatives' activities in connection with the Contracts. Broker/Dealer has established and shall maintain rules, procedures and supervisory and inspection techniques necessary to diligently supervise the activities of its Representatives. Included in training will be federal and state statutes and regulations applicable to the sale of Contracts, and any other topics about which Representatives must have sufficient knowledge as required by their individual agreements. Broker/Dealer has full responsibility in connection with the training, supervision and control of the Representatives as contemplated by Section 15(b)(4)(E) of the Securities Exchange Act of 1934 (the "1934 Act").

Broker/Dealer will cause the Representatives to be trained in the sale of the Contracts; Broker/Dealer warrants that Representatives qualify under applicable federal and state laws to engage in the sale of the Contracts; and Broker/Dealer will cause such Representatives to be registered representatives of Broker/Dealer before such Representatives engage in the solicitation of applications for the Contracts in jurisdictions where MMALIC has authorized such solicitation. By submitting to MMALIS or MMALIC a Representative for appointment, Broker/Dealer shall be deemed to have certified Representatives' qualifications including those set forth in Appendix II hereto. Upon request, Broker/Dealer shall confirm the foregoing by delivering a letter in the form of Appendix II hereto. Broker/Dealer shall ensure that the Contracts are offered, sold and serviced only through Representatives who comply with all appropriate state insurance licensing requirements and solely in accordance with the Contracts and, for the Registered Contracts, also the then current Prospectus relating thereto.

3. Appointment of Representatives. With respect to each Representative to be appointed, Broker/Dealer shall submit to MMALIC whatever forms it may require (i.e. agent data form, copy of a current FINRA status sheet, copies of the appropriate state insurance licenses, etc.) and such additional documents as requested by MMALIC or MMALIS and shall await approval from MMALIC before a Representative shall be permitted to solicit applications for the sale of Contracts. Broker/Dealer shall be solely responsible for background investigations of the Representatives to determine their qualifications, good character, and moral fitness to sell the Contracts and shall carry out the investigation in accordance with applicable regulatory or industry standards or as otherwise specified by MMALIC. MMALIC reserves the right to refuse to appoint, to refuse to renew an appointment of and/or to terminate an appointment of, a Representative recommended by Broker/Dealer.

4. Notice of Representative's Noncompliance. In the event a Representative fails or refuses to submit to supervision by Broker/Dealer, ceases to be a registered representative of Broker/Dealer, or fails to meet the rules and standards imposed by Broker/Dealer on its Representatives, or such Representative's registration or license lapses, or is suspended or otherwise terminated, Broker/Dealer shall promptly notify MMALIC of such event, and shall immediately notify such Representative that he or she is no longer authorized to sell the Contracts, and Broker/Dealer shall take whatever additional action may be necessary to terminate the sales activities of such Representative relating to the Contracts.

5. Compliance with FINRA Rules, Federal and State Securities and Insurance Laws; MMALIC Manual. Broker/Dealer shall, and shall ensure that its Representatives, fully comply with the requirements of the 1934 Act, the USA PATRIOT Act, and FINRA rules and all other applicable federal or state laws applicable to the offer, sale and service of the Contracts and will establish such rules and procedures as may be necessary to cause diligent supervision of the securities and insurance activities of Representatives. Broker/Dealer also shall, and shall ensure that its Representatives, fully comply with the policies and requirements of the Market Conduct & Compliance Guide, as revised from time to time in MMALIC's sole discretion (the "MMALIC Manual"). Broker/Dealer agrees to maintain all transactions, books and records concerning the activities of their Representatives as required by the SEC, FINRA or other regulatory agencies having jurisdiction, or under applicable state insurance laws or regulations. Upon request by MMALIC or MMALIS, Broker/Dealer shall furnish or make available for inspection, such appropriate records as may be necessary to establish such diligent supervision.

6. Prospectus, Sales Promotion Material and Advertising. Broker/Dealer shall be provided with, and Broker/Dealer shall forward to Representatives, prospectuses relating to the Registered Contracts and such other material as MMALIC or MMALIS determines to be necessary or desirable for use in connection with sales of the Contracts. Broker/Dealer shall ensure that no sales promotion materials or advertising related to MMALIC, MMALIS and/or the Contracts shall be used by Representatives unless the specific item has first been approved by MMALIC or MMALIS in writing. Broker/Dealer and their Representative shall discontinue the use of any item when notified by MMALIC or MMALIS. Broker/Dealer shall ensure that any such material required to be delivered to customers is so delivered.

Neither Broker/Dealer nor any Representative shall, in connection with the offer or sale of Contracts, use any advertising material, prospectus, proposal or representation, either in general or in relation to a Contract, MMALIS or MMALIC without first obtaining written approval by MMALIS Compliance. Neither Broker/Dealer nor any Representative shall issue or recirculate any illustration, circular, statement or memorandum of any sort, misrepresenting the terms, benefits or advantages of any Contract, or make any misleading statement as to benefits thereof or the financial position of MMALIC.

7. Suitability/Best Interest. Broker/Dealer shall comply, and shall cause the Representatives to comply, with all applicable federal and state laws, rules and regulations and FINRA rules governing best interest determinations and the suitability of recommendations to customers to purchase annuity contract or make an exchange or replacement involving an annuity contract, including, without limitation, compliance with all applicable customer information disclosure requirements, customer information collection requirements, suitability and best interest determinations, supervisory review and approval requirements, personnel training requirements and related supervisory system requirements, as well as any requirements in the MMALIC Manual and/or that may be established by MMALIC and furnished to Broker/Dealer from time to time. In particular, without limiting the foregoing, Broker/Dealer shall be responsible for ensuring that the Representatives have satisfied all applicable training requirements and customer information disclosure and collection requirements under such laws, rules and regulations. Broker/Dealer's submission of an application for a Contract shall be deemed to be a representation that the Broker/Dealer has determined the Contract to be suitable for, and in the best interest of, the applicant under such laws, rules and regulations, the MMALIC Manual and any MMALIC requirements. Broker/Dealer shall comply with any certification or audit requests from MMALIC regarding compliance with these requirements.

8. Applications and Order Processing. Broker/Dealer shall cause all applications for Contracts to be made on application forms supplied by MMALIC and all payments collected by Broker/Dealer or any Representative to be remitted promptly in full, together with such application forms and any other documentation, directly to MMALIC at the address indicated on such application. Broker/Dealer shall review all such applications for completeness. Broker/Dealer shall be solely responsible for determining the suitability of Contracts for purchasers, as specified in Section 7 of this Agreement. Checks for purchase payments shall be drawn to the order of MMALIC. All applications are subject to acceptance or rejection by MMALIC at its sole discretion.

9. Trading Practices. MMALIC shall not accept and process an application until it is received in good order. For Registered Contracts, the parties represent that they have and maintain an internal control structure for the processing and transmission of orders suitably designed (a) to prevent orders received after the close of trading on the New York Stock Exchange from being aggregated with orders received before such close of trading, (b) to minimize errors that could result in late transmission of orders to MMALIC, and (c) to otherwise comply with the requirements of Section 22 of the Investment Company Act of 1940 Act and the rules thereunder. The parties further represent, warrant, and covenant that they have adopted reasonable procedures to prevent customers from providing false or otherwise inaccurate information with respect to the source of the trading activity for any customer account or engaging in market timing activity in any account. The parties shall cooperate with one another to reject future purchase payments by customers who engage in any of the trading activities described in this paragraph.

10. Compensation.

(a) Commissions. Commissions payable in connection with the sale of the Contracts for which Broker/Dealer is the broker of record shall be payable in accordance with the Schedule(s) attached hereto and made a part hereof and, for Registered Contracts, shall be paid by or on behalf of MMALIS, and for all other Contracts by MMALIC, to Broker/Dealer in accordance with applicable insurance and securities laws. To constitute a sale, the application must be obtained by a Representative of Broker/Dealer provided a Contract is issued, delivered to and accepted by the applicant. Payment of commissions to Broker/Dealer shall be full and sole compensation for all services and expenses and for the fulfillment of duties under this Agreement. Upon termination of this Agreement, all compensation to Broker/Dealer hereunder shall cease other than trail commissions payable in accordance with the Schedule(s) attached hereto and made a part hereof; provided, however, Broker/Dealer shall continue to be liable for any chargebacks (as defined in Subsections (i), (ii) and (iii) below). Broker/Dealer shall have no interest in any surrender charges, deductions or other fees payable to MMALIC or MMALIS with respect to the Contracts. The Broker/Dealer shall pay the person(s) entitled thereto as provided in any agreement between Broker/Dealer and the Representatives, and MMALIC and MMALIS shall have no responsibility or liability therefor. Broker/Dealer hereby waives any and all rights to receive payment of commissions otherwise due from MMALIS until such time as MMALIS is in actual receipt of such commissions from MMALIC. Broker/Dealer affirms that MMALIS's liability for commissions payable is limited solely to the proceeds of commissions receivable associated therewith.

(i) If MMALIS or MMALIC has paid any compensation in advance, Broker/Dealer hereby agrees that it is indebted to MMALIS or MMALIC if the purchase payment on which the compensation is based is not paid within the time provided by the Contract, or allowed by MMALIC, or, if the purchase payment is paid, if Broker/Dealer would not have been entitled to the compensation when the purchase payment is paid. MMALIS or MMALIC, in its sole discretion, will determine whether or not Broker/Dealer would have been entitled to the compensation when the purchase payment is paid.

(ii) Broker/Dealer hereby agrees that it is indebted and shall return to MMALIS or MMALIC any compensation received based on refunds or adjustments of Contract values, in whole or in part, including in the event of termination, modification or rescission of a Contract. MMALIC may in its sole discretion, and at any time, terminate, modify or rescind the sale of any Contract or Contract issued by it, and Broker/Dealer is indebted to MMALIS or MMALIC for the amount of compensation deemed necessary to refund until Broker/Dealer repays such amount.

(iii) Any compensation which would be due Broker/Dealer under this Agreement shall not become due if Broker/Dealer is indebted to MMALIS or MMALIC. In the case of such indebtedness, any compensation will be applied by MMALIS or MMALIC to reduce the indebtedness, regardless of any claim or lien by Broker/Dealer or by someone other than MMALIS. Upon termination of this Agreement, Broker/Dealer shall immediately pay to MMALIS and MMALIC any and all amounts which are owed.

The foregoing subsections (i), (ii) and (iii) shall survive the termination of this Agreement.

(b) Time of Payment. MMALIS or MMALIC shall pay or cause to be paid any compensation due Broker/Dealer within fifteen (15) business days after the end of the calendar month in which purchase payments upon which such compensation is based are accepted by MMALIC, and for which Contracts have been issued and accepted by the applicant.

(c) Amendments of Schedules. MMALIS or MMALIC may, upon at least ten (10) business days prior written notice to Broker/Dealer, amend the attached Schedule(s) made part hereof. Any such amendments shall be in writing and shall apply only to applications for Contracts received by MMALIC after the effective date of such written notice.

(d) Prohibition Against Rebates and Replacements. Except as permitted by law, if any Representative of Broker/Dealer rebates or offers to rebate all or any part of a purchase payment or commission on a Contract, or if any Representative of Broker/Dealer provides or offers to provide an applicant with other valuable consideration or inducement in connection with a Contract, the same shall be grounds for termination of this Agreement by MMALIC or MMALIS. If any Representative of Broker/Dealer withholds any purchase payment on a Contract, the same shall also be grounds for termination of this Agreement by MMALIC or MMALIS. If any Representative of Broker/Dealer shall at any time induce or endeavor to induce any person paying purchase payments on any Contract issued hereunder to discontinue purchase payments or to relinquish any such Contract, except under circumstances in which there are reasonable grounds for believing the Contract is not suitable for such person, any and all compensation due Broker/Dealer shall cease and terminate.

(e) Indebtedness. Nothing in this Agreement shall be construed as giving Broker/Dealer the right to incur any indebtedness on behalf of MMALIC or MMALIS.

(f) Changes in Broker-of-Record. MMALIC reserves the right to determine whether or not to process a request to change the broker-of-record for a Contract(s) or terminate Broker/Dealer's status as broker-of-record for a Contract(s), and may require evidence of Contract owner consent to any such change as a condition to processing the change. Broker/Dealer acknowledges and understands that no commission or other compensation shall be paid to Broker/Dealer with respect to a Contract after Broker/Dealer is no longer designated as a broker-of-record for such Contract. Broker/Dealer acknowledges that any commission paid to Broker/Dealer while a broker-of-record change or status termination request is being processed may be subject to charge-back and agrees to such charge-back if MMALIC seeks to impose the chargeback.

11. Expenses. Broker/Dealer shall pay all expenses incurred by it in performance of this Agreement, unless otherwise specifically provided for in this Agreement or unless MMALIS and MMALIC shall have agreed in advance in writing to share the cost of any such expense.

12. Investigations. Broker/Dealer, MMALIS and MMALIC agree to cooperate fully in any investigation or proceeding with respect to any Representative or other agent or the Broker/Dealer to the extent that such investigation or proceeding is in connection with the Contracts. Without limiting the foregoing:

(a) MMALIC and MMALIS will promptly notify Broker/Dealer of any substantive customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by it with respect to Broker/Dealer or any Representative or other agent of Broker/Dealer with respect to MMALIC or MMALIS which may affect or pertain to the issuance of the Contracts marketed under this Agreement.

(b) Broker/Dealer will promptly notify MMALIC and MMALIS of any substantive customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by Broker/Dealer with respect to Broker/Dealer or to any Representative or other agent of Broker/Dealer in connection with the Contracts or any activity in connection therewith.

In the case of a substantive complaint in connection with the Contracts, MMALIC, MMALIS and Broker/Dealer will cooperate in investigating such complaint. In connection therewith, Broker/Dealer shall provide all necessary information within the time frames reasonably requested by MMALIC and MMALIS. MMALIC and MMALIS shall respond to and defend any such complaint.

13. Anti-Money Laundering. Broker/Dealer shall maintain an anti-money laundering (“AML”) Program in compliance with applicable laws, rules and regulations. The parties acknowledge that MMALIC has established an AML Program pursuant to applicable rules. As part of MMALIC’s AML Program and as permitted by AML regulations applicable to MMALIC, the parties acknowledge that MMALIC will rely on Broker/Dealer to, and Broker/Dealer agrees to, (1) verify a customer’s identification and the source(s) of funds to be used to purchase a Contract, (2) alert MMALIC of any facts or “red flags” that suggest existence of a suspicious transaction involving MMALIC’s Contracts, and (3) unless otherwise agreed to by MMALIC, provide appropriate and continuing AML training to Broker/Dealer’s employees and Representatives involved in the solicitation, sale and/or servicing of Contracts.

14. Privacy Laws. The parties agree as follows:

(a) Each party agrees to abide by and comply in all respects with (i) the privacy standards and requirements of the Gramm-Leach-Bliley Act of 1999 (“GLB Act”) and applicable regulations promulgated thereunder, (ii) the cybersecurity and privacy standards and requirements of any other applicable federal or state law, including the Fair Credit Reporting Act (“FCRA”), and (iii) its own internal cybersecurity and privacy policies and procedures, each as may be amended from time to time;

(b) Each party agrees to refrain from the use or disclosure of nonpublic personal information (as defined under the GLB Act) of all customers who have opted out of such disclosures except to service providers (when necessary and as permitted under the GLB Act) or as otherwise required by applicable law;

(c) Except as expressly permitted under the FCRA, each party shall not disclose any information that would be considered a “consumer report” under the FCRA; and

(d) Broker/Dealer shall be responsible for determining which customers have opted out of the disclosure of nonpublic personal information by periodically reviewing and, if necessary, retrieving a list of such customers (the “List”) to identify customers that have exercised their opt-out rights. In the event either party expects to use or disclose nonpublic personal information of any customer for purposes other than servicing the customer, or as otherwise required by applicable law, that party must first consult the List to determine whether the affected customer has exercised his or her opt-out rights. Each party understands that it is prohibited from using or disclosing any nonpublic personal information of any customer that is identified on the List as having opted out of such disclosures.

15. Lost Securityholder.

(a) With respect to Registered Contracts and those items of correspondence related to the Registered Contracts that have been mailed by MMALIC on behalf of MMALIS and have been returned to MMALIC as undeliverable and for which MMALIC has not received information regarding the securityholder’s new address, MMALIC shall conduct the database searches as permitted by the no action letter from the Securities and Exchange Commission to the Committee of Annuity Insurers, dated December 23, 2013, (“CAI No Action Letter”) for so long as the Agreement is in effect. The parties acknowledge and agree that, in the event that MMALIC, in conducting the database

search, obtains the securityholder's new address, the securityholder will no longer be deemed a Lost Securityholder. Additionally, the parties acknowledge and agree that: (i) MMALIC need not conduct a search in those situations specified in Rule 17Ad-17(a)(3) of the Exchange Act; and (ii) MMALIC's database searches are performed hereunder as a purely ministerial function.

(b) The parties acknowledge and agree that all books and records related to searches for Lost Securityholders that are maintained and held by MMALIC on behalf of and as agent for Broker/Dealer shall be the books and records of Broker/Dealer and shall be subject at all times to inspection by representatives of the SEC, FINRA and any other self-regulatory organization, or other relevant federal or state governmental authorities.

(c) At all times, in accordance with the CAI No-Action Letter, Broker/Dealer shall be responsible for full and complete compliance with Rule 17Ad-17(a)(1).

(d) MMALIC, MMALIS and Broker/Dealer may each terminate this Section 15 immediately upon the discovery of facts which could have a material impact on the performance of any of the parties to this Agreement and which, if proven true, would constitute a violation of the federal securities laws or any other applicable law or rule.

16. Independent Contractors. Broker/Dealer in performing its duties hereunder shall be acting as an independent contractor and not as an agent or employee of MMALIC or MMALIS. In addition, nothing contained herein shall be construed as a partnership among MMALIC, MMALIS and Broker/Dealer.

17. Indemnification. Broker/Dealer shall indemnify, defend and hold harmless MMALIC and MMALIS from any complaints, claims, damages, expenses (including reasonable attorneys' fees and expenses), liabilities or causes of action, asserted or brought by anyone, resulting from any negligent, fraudulent, or intentional acts, omissions, or errors of Broker/Dealer, their employees, Registered Representatives, other representatives, or agents in the offering for sale, solicitation, or servicing of the Contracts, and from any negligent, fraudulent, or intentional acts, omissions, or errors of Broker/Dealer, their employees, registered representatives, other representatives, or agents in violation of Federal or State laws or regulations and FINRA rules of any nature, applicable to the offering for sale, solicitation, or servicing of the Contracts.

Broker/Dealer shall assume full responsibility for the activities of all persons associated with it who are engaged directly or indirectly in the sales and servicing operations of Broker/Dealer. Broker/Dealer shall indemnify, defend and hold harmless MMALIC and MMALIS from any complaints, claims, damages, expenses, liabilities or causes of action, asserted or brought by anyone, resulting from any private business transactions of any associated persons which are the subject of this paragraph.

MMALIC and MMALIS shall indemnify, defend and hold harmless Broker/Dealer from any claims, damages, expenses (including reasonable attorneys' fees and expenses), liabilities or causes of action, asserted or brought by anyone, resulting from any negligent, fraudulent, or intentional acts, omissions, or errors of MMALIC or MMALIS or their employees in the offering for sale, solicitation, or servicing of the Contracts and from any negligent, fraudulent, or intentional acts, omissions, or errors of MMALIC or MMALIS or their employees in violation of Federal or State laws or regulations and FINRA rules of any nature, applicable to the offering for sale, solicitation, or servicing of the Contracts.

18. Termination. MMALIS or MMALIC may terminate this Agreement immediately and without notice if the Broker/Dealer fails to maintain its registration as a broker/dealer under the 1934 Act or applicable state securities law, or its membership in FINRA, or if Broker/Dealer fails to maintain its insurance licenses under state insurance laws. MMALIS or MMALIC may terminate this Agreement immediately upon providing written notice to Broker/Dealer if Broker/Dealer violates this Agreement or fails to perform to MMALIS's or MMALIC's satisfaction under the terms and conditions of this Agreement or if Broker/Dealer becomes insolvent or files a petition for bankruptcy, reorganization or liquidation under applicable law. MMALIS or MMALIC and Broker/Dealer shall each have the right, upon 30 days written notice to the other, to terminate this Agreement for whatever reason deemed appropriate by such party. Notwithstanding the termination of this Agreement, MMALIC, MMALIS and Broker/Dealer acknowledge that each of them shall be individually and respectively liable, responsible and accountable for any and all actions undertaken prior to the effective date of the termination of this Agreement. In furtherance of the foregoing, the provisions of Sections 10, 12, 14, 15, 17, 20 and 24 hereof shall survive termination.

19. Fidelity Bond. Broker/Dealer shall secure and maintain a fidelity bond in at least the amounts prescribed under the FINRA rules. Broker/Dealer shall provide MMALIS with a copy of said bond upon request.

20. Confirmations. Upon completion of each transaction for which the issuance of a confirmation is legally required under SEC Rule 10b-10, a confirmation reflecting the fact of the transaction will be promptly sent to customers of Broker/Dealer by MMALIC on Broker/Dealer's behalf. A copy of such confirmation will be sent or otherwise made available to Broker/Dealer.

21. Scope of Authority for Processing Business. Broker/Dealer shall be authorized to: (a) accept applications for Contracts, (b) receive for forwarding to MMALIC the purchase payments paid in connection with any such applications, (c) deliver the Contracts issued to the applicants by MMALIC, and (d) collect purchase payments for forwarding to MMALIC as specifically directed by such applicants who have authorized Broker/Dealer to act on their behalf.

Broker/Dealer is not authorized to: (a) alter any applications or Contracts, (b) collect or in any manner receive purchase payments from applicants in the form of checks, money orders or electronic funds transfers payable to any person or entity other than MMALIC, (c) waive any forfeiture, (d) make any settlement of any claim or claims, or (e) perform any function other than as expressly authorized in the preceding paragraph.

22. Miscellaneous. MMALIC and MMALIS reserve the right to contract separately with any employee, representative or agent of Broker/Dealer in connection with the Contracts or otherwise, provided that the terms of any such contract do not conflict with the provisions of this Agreement. Nothing contained herein shall prevent or restrict (i) MMALIC or MMALIS from marketing said Contracts through other broker/dealers, insurance agents and brokers, and through its own organization, or (ii) Broker/Dealer from acting as agent and/or broker for other insurance companies in any jurisdiction with respect to any insurance or securities product, including securities products similar or identical to those of MMALIC or MMALIS. Neither Broker/Dealer nor their Representatives shall have any right of exclusivity to market and sell Contracts in any geographical area.

Any manuals, guides, books, programs and other materials, if any, developed by MMALIC or MMALIS, which may be delivered to Broker/Dealer from time to time will be owned solely by MMALIC or MMALIS, as the case may be; however, during such time as this Agreement is in effect, if Broker/Dealer elects to do so, Representatives may use any such manuals, guides, books, programs and other materials which may have been delivered to Broker/Dealer but may use them solely in the Broker/Dealer' business hereunder, and upon such terms and conditions as MMALIC or MMALIS may establish at the time of such delivery. Upon termination of this Agreement, such items will be returned promptly to MMALIS or MMALIC.

23. Notices, Etc. All notices, demands, billings, requests and other written communications hereunder shall be deemed to have been properly given to Broker/Dealer when delivered by hand or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid and addressed to Broker/Dealer at the address provided to MMALIS or MMALIC upon execution of this Agreement or as updated from time to time by Broker/Dealer by providing written notice of such change to MMALIS or MMALIC.

Any communications to MMALIC or MMALIS shall be deemed properly given if delivered by hand or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid and addressed to MMALIC or MMALIS, respectively, to the attention of MassMutual Ascend Life Insurance Company, Attn: General Counsel at 191 Rosa Parks Street, Cincinnati, Ohio 45202. The address for notice hereunder may be changed by giving written notice of such change to the other parties in accordance with the provisions of this Section 23.

24. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Ohio. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution except to the extent required to be submitted to FINRA arbitration. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Rules of Arbitration of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, (2) enforce Section 10 (a) (i) – (iii) of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 10 (a) (i) – (iii) of this Agreement, Broker/Dealer acknowledges that this Agreement has a substantial legal nexus to Ohio and Broker/Dealer agrees that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and Broker/Dealer irrevocably and unconditionally waives any objection to the laying of venue in such courts. Broker/Dealer further agrees to submit to

the jurisdiction of such courts and agrees, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to Broker/Dealer' last known address. Broker/Dealer also agrees not to institute any suit, action or proceeding against MMALIC or MMALIS, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that class action arbitration is not authorized or contemplated by this Section 24.

25. Binding Effect. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby.

26. No Assignment. This Agreement, and the rights and duties hereunder, may not be assigned or delegated except as expressly provided for herein. Commissions to be paid pursuant to this Agreement may not be assigned without the consent of MMALIS.

27. No Waiver. Any failure to enforce any right under this Agreement or to object to any violations of its terms shall not operate as a waiver of any rights.

28. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the parties hereto and shall be effective as of the date it is fully executed by all parties. However, MMALIC and MMALIS reserve the right to modify the Schedule(s) as provided herein. MMALIC and MMALIS further reserve the right to amend from time to time this Agreement, other than its Schedule(s), by providing thirty (30) days written notice to the Broker/Dealer. Broker/Dealer shall be deemed to have accepted all terms and conditions set forth in such amendment if no objections are received in writing by MMALIC or MMALIS within fifteen (15) days after notification is mailed. This Agreement supersedes in its entirety any and all previous agreements among the parties hereto with respect to the Contracts; provided, however, any former agreements shall survive with respect to any Contracts offered or sold during the term thereof.

*[Remainder of Page Intentionally Left Blank.]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officials thereunto duly authorized, as of the day and year first above written.

MASSMUTUAL ASCEND LIFE  
INSURANCE COMPANY

MM ASCEND LIFE INVESTOR SERVICES

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

BROKER/DEALER:

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

APPOINTING AGENT:

\_\_\_\_\_  
Name of Appointing Agent

\_\_\_\_\_  
Signature of Appointing Agent

APPENDIX I

[LIST OF AGENCIES]

By executing below, the foregoing entities agree to join in this Agreement as an Agency and be bound by all terms of such Agreement, as it may be amended from time to time.

Name of Agency:  
\_\_\_\_\_  
Taxpayer I.D.:  
\_\_\_\_\_  
States Licensed:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Name of Agency:  
\_\_\_\_\_  
Taxpayer I.D.:  
\_\_\_\_\_  
States Licensed:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Name of Agency:  
\_\_\_\_\_  
Taxpayer I.D.:  
\_\_\_\_\_  
States Licensed:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Name of Agency:  
\_\_\_\_\_  
Taxpayer I.D.:  
\_\_\_\_\_  
States Licensed:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## APPENDIX II

### General Letter of Recommendation

BROKER/DEALER hereby certifies to MMALIS and MMALIC that all the following requirements will be fulfilled in conjunction with the submission of licensing/appointment papers for all applicants as agents of MMALIC submitted by BROKER/DEALER. BROKER/DEALER will, upon request, forward proof of compliance with same to MMALIS and MMALIC in a timely manner.

1. We have made a thorough and diligent inquiry and investigation relative to each applicant's identity, residence and business reputation and declare that each applicant is personally known to us, has been examined by us, is known to be of good moral character, has a good business reputation, is reliable, is financially responsible and is worthy of a license. Each individual is trustworthy, competent and qualified to act as an agent for MMALIC to hold himself out in good faith to the general public.
2. We have on file a U-4 form which was completed by each applicant. We have fulfilled all the necessary investigative requirements for the registration of each applicant as a registered representative through our FINRA member firm and each applicant is presently registered as an FINRA registered representative.

The above information in our files indicates no fact or condition which would disqualify the applicant from receiving a license and all the findings of all investigative information is favorable.

3. We certify that all educational requirements have been met for the specified state each applicant is requesting a license in, and that all such persons have fulfilled the appropriate examination, education and training requirements.
4. If the applicant is required to submit his picture, his signature, and securities registration in the state in which he is applying for a license, we certify that those items forwarded to MMALIC are those of the applicant and the securities registration is a true copy of the original.
5. We hereby warrant that the applicant is not applying for a license with MMALIC in order to place insurance chiefly and solely on his life or property, or lives or property of his relatives, or lives or property of his associates.
6. We will not permit any applicant to transact insurance as an agent until duly licensed therefore. No applicants have been given a contract or furnished supplies, nor have any applicants been permitted to write, solicit business, or act as an agent in any capacity, and they will not be so permitted until the certificate of authority or license applied for is received.

<b>Effective Date</b>	
<b>B/D Name</b>	

**SELLING AGREEMENT  
SCHEDULE 2A - COMMISSION SCHEDULE**

---

Broker/Dealer, for their efforts in soliciting sales of the Contracts and Certificates there under, shall receive commissions equal to the percentages set forth below of all Purchase Payments received in good order by MassMutual Ascend Life Insurance Company (MMALIC). Commissions on contracts or certificates issued as a result of a transfer or redirecting periodic premium flow from another annuity contract issued by MassMutual Ascend Life Insurance Company, Annuity Investors Life Insurance Company®, or any of their affiliates may be paid at rates reduced from those set forth herein.

For the purpose of this paragraph, the terms “Contract”, “Contract Year”, “Certificate”, “Certificate Year”, “Owner”, “Participant”, and “Purchase Payment” shall follow the definitions set forth in the Contract for the product.

**The Company reserves the right, in its sole discretion, to amend or modify Schedule 2A at any time.**

<b>PRODUCT NAME</b>	<b>Commission Option</b>	<b>Commission on purchase payments First Year</b>	<b>Annual Trail Commission* Years -</b>	<b>Annual Trail Commission* Years +</b>
[Product Name] Annuity				

<b>PRODUCT NAME</b>	<b>Commission Option</b>	<b>Commission on purchase payments First Year</b>	<b>Annual Trail Commission* Years -</b>	<b>Annual Trail Commission* Years +</b>