



PTE 84-24 DISCLOSURE FORM INSTRUCTIONS

IMPORTANT NOTE: This Disclosure Form contains sample language that is just an example. This sample disclosure is for general educational and informational purposes. It does not constitute a legal opinion or legal advice that may be relied on by third parties and should not be construed as advice, recommendations, or suggestions. Users should consult their own legal counsel for information on what should be contained in the disclosure based on their individual circumstances and should consider substituting their own language where appropriate. Further, this sample disclosure is based on the law in effect as of January 2022. Changes may have occurred in the law since this sample disclosure was prepared. As a result, users should consult with legal advisers to determine if there have been any relevant developments since then.

GENERAL CONSIDERATIONS:

1. This Form is for making the disclosures required under PTE 84-24 for the sale of insurance or annuity contracts to plans or IRAs.
2. The agent may not be a trustee of the plan or IRA, a plan administrator, a fiduciary with discretionary authority to manage plan or IRA assets, or an employer of employees covered by a plan.
3. This Form is intended for independent agents (i.e., agents who are not affiliates of the insurance company identified in the Form) whose ability to recommend insurance or annuity contracts is not limited by any agreement with the insurance company.
4. This Form must be provided prior to execution of the transaction.
5. After receipt of this Form, and prior to execution of the transaction, the plan fiduciary or IRA owner must acknowledge in writing the receipt of this Form and approve the transaction. See the Section of the Form entitled Independent Fiduciary Acknowledgement.
6. The completed and signed Form must be maintained for a period of six (6) years.

SPECIFIC INSTRUCTIONS:

1. The following should be identified where indicated at the top of the Form: The Plan or IRA, the insurance or annuity contract and the issuing insurance company. (Note that an IRA cannot invest in a life insurance contract.)
2. The agent's commission for the first year and each succeeding year should be disclosed where indicated on the form. The commission should be disclosed as a percentage of gross annual premium payments for the first year and for each of the succeeding renewal years.
3. The Form needs to describe any charges, fees, discounts, penalties, or adjustments which may be imposed in connection with the purchase, holding, exchange, termination or sale of the contract. These charges and/or other adjustments are described in other documents (e.g., the Rate Sheet, Statement of Understanding, etc.), and accordingly, those documents should be provided to the plan fiduciary or IRA owner along with this Form.
4. The Form provides for the date, name, and signature of the agent. That should be completed at or near the time of delivery.
5. The completed and written Form must be delivered to the IRA owner or plan fiduciary and approved and signed by the IRA owner/plan fiduciary prior to the execution of the transaction.



PTE 84-24 DISCLOSURE FORM

These disclosures are being provided to comply with the conditions of Prohibited Transaction Class Exemption 84-24 (PTE 84-24), by the undersigned independent agent (“Agent”) in connection with Agent’s recommendation to the Plan or IRA* identified below to purchase the insurance or annuity contract described below from the identified insurance company.

Plan/IRA: _____

Insurance/Annuity Contract (the “Contract”): _____

Insurance Company (“Carrier”): _____

**Note that under the Internal Revenue Code, an IRA cannot invest in a life insurance contract.*

Nature of Agent’s Relationship: Agent is not an affiliate of the Carrier and Agent’s ability to recommend the insurance or annuity contracts is not limited by any agreement with the Carrier.

Commission: The commission to be paid by Carrier to Agent in connection with the purchase of the Contract is described below.

_____% of the gross annual premium payments for the first year of the Contract; and
_____% of the gross annual premium payments for each of the succeeding renewal years of the Contract.

Charges: In addition to the Commission, your Contract may include certain charges, fees, discounts, penalties or adjustments which may be imposed in connection with the purchase, holding, exchange, termination or sale of the Contract. These specific charges and/or adjustments are described in the Contract, Statement of Understanding, Rate Sheet, and/or Annuity Buyer’s Guide, that is being provided to you along with this disclosure.

Agent’s Signature

Date

Agent’s Printed Name



INDEPENDENT FIDUCIARY ACKNOWLEDGMENT

[to be signed prior to execution of the transaction]:

The undersigned approves the transaction and represents and acknowledges that the undersigned:

- is a fiduciary of the Plan or the IRA holder;
- is independent of the Carrier;
- is not an insurance agent or broker, consultant or insurance company involved in the transaction;
- has received the foregoing information, including all product materials relating to charges and adjustments to the Contract and all other information referenced herein;
- approves the purchase of the Contract on behalf of the Plan or IRA; and
- will not receive, directly or indirectly (e.g., through any affiliate), any compensation or other consideration for the undersigned's personal account from any party dealing with the Plan or IRA in connection with the transaction.

Date: _____

Independent Fiduciary (for Plan or IRA)

Printed Name: _____

Signature: _____

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