



**PLEASE RETURN CONTRACT
Along with a current copy of
E&O and License**

BY FAX, MAIL OR EMAIL TO:

**THE INSURANCE GROUP
9330 LBJ FREEWAY
SUITE 350
DALLAS, TEXAS 75243**

(800) 460-5567

FAX: 214-666-3914

EMAIL: contracting@theinsgroup.net



**CONFIDENTIAL DATA SHEET
INDIVIDUAL APPOINTMENT APPLICATION – LIFE INSURANCE**

Type of Contract - Please check applicable boxes.

- Individual (Include signed Broker Agreement)
- Selling on behalf of a firm, complete firm information, "Section C"
- If selling on behalf of a Broker Dealer with compensation being paid to the B-D, complete "Section D"

A. Producer Information – Complete all fields or mark N/A.

Last Name		First Name		Middle Name	
Social Security Number			Date of Birth		
E-mail Address				FINRA CRD#	
Business Address					
City		State		Zip	
Business Telephone			Fax Number		
Home Address					
City		State		Zip	
List State(s) to be appointed				<input type="checkbox"/> Fixed	<input type="checkbox"/> Variable
Florida non-resident appointments, list counties					

B. Errors & Omission – Complete this section only if contracting as an individual.

Do you carry individual Errors & Omission coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No		Policy Number
Amount of coverage	Carrier Name	

C. Firm Information - Complete this section only if selling on behalf of a firm.

**** Important** A separate firm CDS is required when contracting and/or appointing a firm.**

Firm Name		FEIN or Contract No			
Address		City		State	Zip

D. Broker Dealer Information – Complete this section only if selling on behalf of a Broker Dealer.

Broker Dealer Name		B/D FEIN or CRD Number
--------------------	--	------------------------

E. Brokerage General Agency (BGA) Information Section – Complete all fields.

BGA Name ProMark 5 DBA The Insurance Group		BGA Contract Number AQZN79	
BGA Contact Contracting MGR.	BGA Phone 800-460-5567	BGA E-Mail marketing@theinsgroup.net	

F. New Business Information Section – Complete all applicable fields.

Have you submitted new life business with this appointment request?		
<input type="checkbox"/> Yes	Name of proposed insured:	State:
<input type="checkbox"/> No.	Important - If there is no new business and the appointment is being requested in a jurisdiction that allows concurrent submission, the appointment request will not be processed but will be held for 90 days from the date the CDS was signed.	

***** Signature and date are required on Page 2 and Page 3 of this appointment application. *****

G. Anti-Money Laundering Certification – Complete if applicable.

Producers affiliated with, employed by, or registered with an entity required under Section 352 of the USA PATRIOT Act to provide ongoing AML training may satisfy Prudential's AML training requirement by providing satisfactory responses to the questions below. "Affiliated" in terms of an insurance company and for purposes of satisfying the AML training means that there is a direct relationship with the insurance company, e.g., a career agent or employed by the insurance company. An appointment to represent an insurance company does not mean you are "affiliated" with that insurance company. If you cannot certify completion of an AML training program, Prudential will enroll you in the LIMRA web based training. A letter of instruction will be provided to you under separate cover.

I certify that I am currently affiliated with or employed by either an insurance company or a bank, located in the United States that is subject to Section 352 of the USA Patriot Act and that I have completed the entity's required AML training program. <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of insurance company or bank

I certify that I am a currently registered with a Broker Dealer located in the United States and that I have completed the entity's required AML training program. <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Broker Dealer

H. Background Information Section – All questions must be answered.

IF YOU ANSWER "YES" TO ANY OF THE QUESTIONS BELOW, A LETTER OF EXPLANATION MUST BE ATTACHED TO THIS APPOINTMENT APPLICATION.

1.	Have you ever been subject to an insurance or investment related consumer initiated complaint or proceeding that alleged or found fraud, sales practice violation, forgery, theft, misappropriation or conversion? <input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Have you ever been convicted of, pled guilty or nolo contendere to, or are you currently under indictment for any criminal felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Do you currently have any unsatisfied judgments or liens against you? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you ever filed for personal bankruptcy or been declared bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Have you ever had an insurance license or appointment or a securities registration suspended or revoked or been disqualified or disciplined as a member of any profession? <input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Are you currently party to any litigation or the subject of any investigation? <input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Have you ever been permitted to resign, been discharged or terminated after you were accused of fraud, theft, or failure to supervise in connection with insurance or investment related activities or other wrong doing? <input type="checkbox"/> Yes <input type="checkbox"/> No

I hereby:

- Release Prudential, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all sources.
- Certify that all of the information contained in this application is true and correct. I further understand that any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by Prudential whenever discovered.
- Understand that I am obligated to report immediately any event that would change any of the information, in any manner, which I have provided in this application.
- Certify that I have not been convicted of any crime that would disqualify me from association with Prudential under the Violent Crime Control Act and/or Employee Retirement Income Security Act.

X

Licensee's Signature	Licensee's Name (Please Print)	Date (MM/DD/YYYY)
----------------------	--------------------------------	-------------------

***** Signature and date are required on Page 2 and Page 3 of this appointment application. *****

DISCLOSURE STATEMENT UNDER THE FAIR CREDIT REPORTING ACT

By this document, The Prudential Insurance Company of America (the "Company") discloses to you that a consumer report regarding your credit history, criminal history and other background information and/or an investigative consumer report containing information as to your character, general reputation, personal characteristics, and/or mode of living, may be obtained from personal interviews or other sources in connection with your application for appointment or for any appointment purpose at any time during your appointment. The nature and scope of the information that Prudential may request include criminal, credit, education, employment, fingerprint, military and Department of Motor Vehicles records; social security number trace; regulatory reporting history; and address history. A consumer and/or investigative report will be ordered from Business Information Group, 1105 Industrial Highway, Southampton, PA 18966, 800-369-2612. Upon your written request, it will be confirmed to you whether an investigative report was requested with the name and address of the consumer reporting agency to whom such request was made and a complete and accurate disclosure of the nature and scope of the report.

ACKNOWLEDGMENT AND AUTHORIZATION UNDER THE FAIR CREDIT REPORTING ACT

In connection with my application for appointment with The Prudential Insurance Company of America, or any of its subsidiaries or divisions ("Prudential"), I authorize Prudential to procure consumer reports and/or investigative consumer reports for appointment purposes, including, without limitation, reports regarding my finances, credit worthiness, employment history, background, character, general reputation, personal characteristics, and/or mode of living. The nature and scope of the information that Prudential will be requesting and reviewing may include: criminal, education, employment, military, fingerprint and Department of Motor Vehicles records; social security number trace; regulatory reporting history; and address history. Prudential will be obtaining this report from Business Information Group at the address listed in the above Disclosure Statement.

I understand that this authorization shall remain on file and shall serve as a continuing authorization for Prudential to procure consumer reports and/or investigative consumer reports for appointment purposes at any time during my appointment by Prudential, to the maximum extent permissible by law. This authorization shall be valid in original, faxed or photocopied form. This authorization shall expire upon termination of my appointment with Prudential.

By signing this document immediately below, I authorize Prudential to procure the consumer and/or consumer investigative reports described on this page. I also acknowledge that I have received and read the Disclosure Statement contained on this page, and that I understand it.

X

Licensee's Signature **Licensee's Name (Please Print)** **Date (MM/DD/YYYY)**

Minnesota, California or Oklahoma:

Check here to receive a copy of the consumer report/investigative consumer report.

Massachusetts candidates may receive a copy of the report upon request.

New York candidates have a right to receive and inspect their reports by contacting the consumer-reporting agency.

Send requests for information on consumer reports obtained by Prudential as noted above to the following address:

Prudential Financial
Attn: Compliance - Prehire Manager
One New York Plaza, 16th Floor
New York, NY 10292

Completed appointment application forms can be mailed, faxed or e-mailed to:

Prudential National Service Center
13001 County Road 10, Plymouth, MN 55442
Fax: (800) 875-5965

E-mail: brokerage.appointment@prudential.com

******* Signature and date are required on Page 2 and Page 3 of this appointment application. *******



Broker Agreement (Life Insurance)

This Broker agreement (hereinafter, the "Agreement") is between The Prudential Insurance Company of America, Pruco Life Insurance Company, and Pruco Life Insurance Company of New Jersey (hereinafter collectively, the "Company") and the individual whose name appears on page ten of this Agreement (hereinafter, the "Broker").

1. **Appointment** - The Company appoints the Broker as a non-exclusive insurance agent to solicit applications for the non-Securities Exchange Commission ("SEC") registered life insurance policies (hereinafter individually, the "Policy" or collectively, the "Policies") of the Company. Such Policies are identified as Eligible Products in a List of Eligible Products (hereinafter, "Exhibit A") attached hereto. From time to time Exhibit A may be updated or amended by the Company. Such updates or amendments will be effective upon notice, as defined in Section 15(f), (hereinafter, "Notice") to the Broker that a new or amended Exhibit A has been issued. The Company will have the sole discretion to appoint any Broker and any employee or representative of the Broker as an insurance agent of the Company.
2. **Authority and Undertaking** –
 - a. This Agreement authorizes the Broker to:
 - i. solicit, procure and submit applications for Policies of the Company, provided the Broker is properly state licensed and state appointed to do so, as required by the Company's Licensing, Appointment and Registration Policy (hereinafter the Company's "Licensing, Appointment and Registration Policy");
 - ii. ensure that all Policy placement requirements are satisfied and to deliver Policies to policyowners; and
 - iii. assist policyowners in obtaining prompt service from the Company with respect to the administration of Policies, and in maintaining their coverage as long as that coverage is in the interest of the policyowner.
 - b. Broker agrees to the following undertaking in its capacity as a Broker with regard to its employees and representatives for Policies:
 - i. Broker has full responsibility for the supervision of all employees and representatives who are engaged, directly or indirectly, in performing administrative functions on Broker's behalf to ensure that they are in compliance with all applicable federal, state and local laws and regulations and all rules and procedures of the Company (which rules and procedures may be changed by the Company at its own discretion).
3. **Limitations of Broker's Authority** - The Broker's authority is limited to what is authorized in Section 2. This section is intended to provide examples, not an entire listing, of actions that are outside the authority granted in Section 2. Broker agrees that its authorization is limited to solicitation of applications and marketing of Policies in accordance with this Agreement. Broker represents and agrees on behalf of himself and employees and representatives that none of them will act in a manner not authorized by this Agreement and that any such unauthorized action, including but not limited to the following actions, would be considered a breach of this Agreement:
 - a. bind the Company except as specifically authorized by this Agreement;
 - b. make representations as an agent of the Company in any manner or for any purpose except as specifically authorized by this Agreement;
 - c. make, alter or modify any Policy or receipt;
 - d. waive any provision or condition of any Policy issued by the Company;
 - e. extend the time for payment of any premium on any Policy, bind the Company to the reinstatement of any terminated Policy or accept promissory notes for payment of premiums on any Policy;
 - f. adjust or settle any claim or commit the Company with respect to any claim, except as specifically directed in writing by the Company;



- g. provide or offer to provide any inducement not specified in the Policy or any rebate, either directly or indirectly, to any person or entity, as an inducement to purchase any Policy;
 - h. accept funds, unless those funds are payable to the Company and only under the following circumstances:
 - i. when the application and the funds are submitted simultaneously and the Company's standards for prepaid applications have been met, or;
 - ii. the Company's delivery requirements have been met and the Policy has been delivered, and;
 - iii. such funds must be remitted to the Company within one business day of receipt;
 - i. incur any expense or liability on account of the Company without specific written authority to do so from the Company;
 - j. demand or accept any remuneration other than what is provided by the Company for rendering any service specifically related to the normal maintenance and care of the Company's business. This provision does not prohibit the Broker from accepting fees for any services provided by the Broker other than those authorized by this Agreement;
 - k. make any misrepresentation or incomplete comparison for the purpose of inducing a potential or actual policyowner to purchase, convert, lapse, surrender all or any portion of, forfeit, borrow from, or replace any Policies;
 - l. induce or attempt to induce any policyowner to replace or relinquish a policy or to withdraw values from a policy when doing so would be in violation of the Company's Replacement Policy or any state or federal law or regulation or not in the interest of the customer;
 - m. solicit, procure or submit applications for the SEC registered life insurance policies of the Company which are controlled by selling agreements between FINRA member broker dealers;
 - n. deliver, or allow the delivery of, the Policy unless the health of the proposed insured(s) is in accordance with the Company's requirements, if any, and, where required, the first premium is paid in full;
 - o. request that a client pre-sign any Policy related form for use at a later date, request a client to sign any Policy related forms unless completed in its entirety or accept any signed Policy related form unless said forms are complete and ready for submission to the Company;
 - p. engage in any insurance transaction that requires compensation disclosure, as determined by the applicable law, without making such required compensation disclosure; and
 - q. solicit applications for Policies on military installations or otherwise engage in activity contrary to instruction provided by the US Department of Defense or state law regarding such.
4. **Broker's Representations** - The Broker represents and agrees:
- a. to abide by the Company's policies and procedures related to the solicitation and sale of Policies, which are identified on Exhibit B and made a part hereof;
 - b. to abide by any revised or additional policies and procedures that the Company communicates;
 - c. to review and become familiar with the Company's Policies prior to soliciting applications for these Policies;
 - d. that the Broker and its employees or representatives will comply with all applicable insurance laws, regulations and requirements and all other applicable state and federal laws, regulations and requirements in soliciting applications for Policies; that the Broker will be fully responsible for all acts of its employees or representatives in soliciting applications for Policies;
 - e. to use fact finding tools for determining applicant's insurable needs and financial objectives;
 - f. to solicit applications for Policies only from applicants for whom the Policies are suitable;



- g. to solicit, procure and submit applications for Policies only if properly state licensed and state appointed to do so as required by the Company's Licensing, Appointment and Registration Policy and to provide the Company copies of all licenses;
- h. that the Broker will not solicit applications for Policies in any state unless the Policy has been approved for sale in that state;
- i. to assist policyowners in obtaining prompt service from the Company with respect to the administration of Policies and in maintaining their coverage as long as that coverage is in the interest of the policyowner;
- j. that all terms and conditions of this Agreement apply to any employee or representative of the Broker who solicits applications for Policies on behalf of the Broker; and the Broker further agrees to ensure that such employees or representatives comply with all terms and conditions of this Agreement. Furthermore, Broker agrees to notify Company immediately if Broker, its employees or representative breach any terms or conditions of this agreement;
- k. that except as disclosed to the Company on the Broker's application for appointment:
 - i. neither the Broker's insurance license nor the insurance license of any of its employees or representatives has ever been revoked, suspended, or rescinded in any state or jurisdiction;
 - ii. neither the Broker nor any of its employees or representatives has ever been fined by any insurance regulator in an amount of \$5,000 or more;
 - iii. and neither the Broker nor any of its employees or representatives are currently the subject of any disciplinary proceeding or investigation in any state or jurisdiction by any Department of Insurance, Attorney General's office or other governmental authority;
- l. that except as disclosed to the Company on the Broker's application for appointment:
 - i. if the Broker or any of its employees or representatives is or has ever been a registered principal or representative of a member of the FINRA, the said registration with the FINRA is not now and never has been suspended, revoked or canceled;
 - ii. neither the Broker nor any of its employees or representatives has ever been fined by the FINRA or other self-regulatory organization in an amount of \$5,000 or more;
 - iii. and neither the Broker nor any of its employees or representatives is currently the subject of any disciplinary proceeding or investigation by the SEC or FINRA;
- m. that neither the Broker nor any of its employees or representatives has ever been convicted of any felony or of any offense set forth in United States Code Title 18, Part I, Chapter 47, Section 1033 pertaining to "Crimes by or affecting persons engaged in the business of insurance whose activities affect interstate commerce";
- n. that Broker, upon request of Company, shall, within thirty (30) days of receipt, return to Company a questionnaire or certification regarding any regulatory, civil and/or criminal proceedings, including arbitration, against the Broker or any employee or representative commenced or concluded by any state insurance or securities department, FINRA or other self-regulatory organization, and/or in any court of competent jurisdiction. Broker shall provide Company with a full explanation regarding matters disclosed in the questionnaire or certification;
- o. that Broker will promptly notify the Company of any allegation that the Broker, or any of its employees or representatives, violated any law or regulation which may impact their ability to represent the Company;
- p. that the Broker will notify the Company in writing immediately of the termination of the employment or affiliation of an employee or representative who is appointed to represent the Company pursuant to this Agreement;
- q. that with regard to any bank marketing, Broker will comply with the disclosure and advertising requirements implemented by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency and the Office of Thrift Supervision, including but



not limited to disclosure with the respect to the sale or recommendation of Policies, illustrations, disclosures and all other applicable laws and requirements;

- r. that no Company Policy shall be sold where, at the time of delivery, the Broker or anyone associated with Broker has knowledge that there is a practice or plan to initiate a life insurance policy for the benefit of a third party investor who, at the time of such policy origination, has no insurable interest in the insured.
 - s. that Broker and anyone associated with Broker will not participate directly or indirectly in any transaction where a Company Policy is sold to or used in any manner with a viatical or life settlement company or is part of a viatical or life settlement.
 - t. to complete a permanent registration for the PrudentialXpress website at www.pruxpress.com (hereinafter, the "Website") within 30 days of the effective date of the Agreement. Use of the Website will be subject to the terms and conditions of the Website;
 - u. for the term of the Agreement, to access the Website no less frequently than once every 90 days and to read and review the "Notices & Schedules" page of the Licensing section; and
 - v. for the term of the Agreement, to maintain an active Website registration.
5. **Independent Contractor** - The Broker is an independent contractor and is not an employee of the Company. The Broker is free to exercise independent judgment as to the time, place and means of performing the authority granted, subject to the terms and conditions of this Agreement. The Broker's business and any services provided by the Broker, other than those authorized by this Agreement are not and will not be represented to be the business of the Company.

Service provided by the Broker to any policyowner in connection with any employee benefit program or employee compensation program of any nature is not and will not be represented to be the business of the Company regardless of the use of a Policy or group of Policies issued by the Company in conjunction with the aforesaid program.

6. **Advertisements and Marketing Materials** – The Broker agrees that any material it develops, approves or uses for sales, training, explanatory or other purposes that mentions by name the Policies or Company (or any affiliate of the Company or any logos of any of them) will not be used without prior written consent of the Company. The Broker will not publish, issue, circulate or use in any manner whatsoever any advertisements or marketing materials describing or referring to the Company, the Policies or any product of the Company unless such advertisements or marketing materials have been approved in writing in advance by the Company.

The Broker will not misrepresent the Policies or the Company and will make no oral or written representation which is inconsistent with the terms of the Policies or with the information in any illustration or sales literature furnished by the Company.

7. **Errors and Omissions** - The Broker agrees to maintain Errors and Omissions coverage with unimpaired limits of not less than one million dollars and to provide evidence of such coverage satisfactory to the Company upon request by the Company. The Broker will notify the Company in writing immediately if the coverage is terminated or suspended.
8. **Indemnity** - The following indemnification will apply:
- a. the Company will indemnify, defend and hold harmless the Broker, its employees or representatives against any losses, claims, damages, judgments, liabilities, penalties or expenses of any nature, including but not limited to reasonable attorneys' fees and court costs which arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any sales material written and/or approved by the Company;
 - b. the Broker will indemnify, defend and hold harmless the Company, its affiliates, directors, officers, and agents against any losses, claims, damages, judgments, liabilities, penalties or expenses of any nature, including but not limited to reasonable attorneys' fees and court costs which arise out of or are based upon any unauthorized use of sales materials or any verbal or written misrepresentations or any unlawful sales practices, or failure of the Broker or its employees or representatives to comply with the provisions of this agreement or the willful misfeasance, bad faith, negligence or misconduct of the Broker or its employees or representatives in the solicitation of applications for, or sale of, Policies.



The indemnification will survive the termination of this Agreement.

9. **Complaints, Investigations, Proceedings and Books and Records** - Broker agrees to immediately provide Notice to Company of any Policy complaints, investigations or disciplinary proceedings received by Broker or any of its employees or representatives relating to the Policies, Company or any threatened or filed action or civil litigation arising out of the conduct of business under this Agreement. Additionally, Broker shall immediately forward to Company, by certified mail and to the address provided for Notice in this Agreement any legal process or notice of claims served on Broker or any of its employees or representatives in a suit or proceeding against Broker or any of its employees or representatives arising out of the conduct of business under this Agreement.

Broker and any of its employees and representatives shall cooperate with Company in investigating and responding to any complaint, attorney demand, or inquiry received from state insurance departments or other regulatory agencies or legislative bodies, and in any settlement or trial of any actions arising out of the conduct of business under this Agreement. Cooperate, as referred to in this provision, shall include, but is not limited to, the provision of information as may be necessary to furnish Company with a complete understanding of the facts and circumstances surrounding the complaint, demand or inquiry.

Any response by Broker or any of its employees or representatives to a Policy complaint arising out of the conduct of business under this Agreement must be sent to Company for its approval before being sent. Any responses to such Policy complaints must be sent to Company not less than fifteen (15) business days before being sent, except that if a more prompt response is required, the proposed response may be communicated to Company.

Broker and any of its employees or representatives are not authorized, and are expressly forbidden, from settling or offering to settle any complaint or litigation from a Policy owner, assignee, beneficiary or other party in interest to a Policy.

The Broker shall have the responsibility for maintaining accurate and complete records of all transactions relating to the solicitation of applications and the sale of Policies for the Company as required of it by applicable federal and state laws and regulations. These records will be made available to the Company for inspection upon request, including after termination of this Agreement. The records maintained by Broker under the terms of this Agreement that relate to the sale of Policies, shall be maintained so as to clearly and accurately disclose the nature and details of the transactions as required by appropriate laws, rules and regulations and for the period required by law. Broker shall also comply with any record hold order issued by the Company.

10. **Compensation** - In consideration of and as full compensation for the services performed in accordance with this Agreement, the Broker will receive compensation from the Company either, (1) as set forth in the Company's Commission Schedule posted to the Website in effect as of the date of issue, as determined by the Company, for each Policy or; (2) if the Company determines the Broker is eligible for any expense allowances or a compensation arrangement that differs from the Commission Schedules posted to the Website, such compensation will be communicated to the Broker in writing in a separate Schedule ("Compensation"). The Broker will only be entitled to Compensation for Policies that have been submitted by the Broker, accepted by the Company, delivered by the Broker and where all the requirements of the Company's Licensing, Appointment and Registration Policy have been satisfied, subject to the following provisions:
- a. Any amount due the Company from the Broker, whether arising from this or any other agreement with the Company, will be repaid by any amount payable under this Agreement, until the amount of such indebtedness is fully paid.
 - b. If the Company returns, for any reason, any premiums or purchase payments on any Policy, rescinds the Policy or considers the Policy to be void from inception, the Broker will have an immediate obligation to, and will upon demand, repay the Company all the Compensation previously received by the Broker as a result of those premiums or purchase payments.
 - c. When two or more Brokers are listed as the writing representative on an application, Compensation for that Policy will be payable in the proportion as directed on the application or in a writing acceptable to the Company.
 - d. Compensation due is vested to the writing Broker or the writing Broker's estate, for the period set forth in the Policy Commission Schedule and, if applicable, a separate compensation schedule, provided premiums continue to be paid and such receipt of Compensation is permitted by applicable regulatory agencies.

- e. No Compensation is payable to the Broker after the Policy has lapsed, or after the discontinuance of premium payments, but should the Broker secure the reinstatement of said Policy, while properly licensed to do so, the Company will pay compensation to the Broker on premiums collected, as though the Policy had not lapsed. If the time between the lapse and reinstatement is greater than three months, all Compensation (current and future) shall be payable based upon the original issue date of the policy to the Broker who secures the reinstatement and signs the reinstatement form.
 - f. Service Commissions, if applicable, as defined in the Company's Commission Schedule, shall be payable for the period and upon the terms set forth in the Commission Schedule.
 - g. After the first policy year, no Compensation will be paid on any premium that is waived.
 - h. No assignment of Compensation is valid against the Company unless acknowledged in writing by the Company.
 - i. If a Policy replaces, in whole or in part, a policy or contract previously issued by this or any other insurance company, the Company has the right to determine what, if any, Compensation will be allowed.
 - j. If a Policy is changed to a different kind or amount, or if its date is changed, the Company has the right to determine what, if any, Compensation will be allowed.
 - k. No Compensation will be paid on any Policy issued as the result of the conversion of group life insurance.
 - l. The Company will not be obligated to pay any Compensation which would be in violation of applicable laws or regulations of any jurisdiction, anything in this Agreement to the contrary notwithstanding.
 - m. Notwithstanding any provision of this Agreement to the contrary, if the transaction is subject to the jurisdiction of the New York Insurance Department, no Compensation in excess of the compensation limits established by the Insurance Law of the State of New York will be due or payable by the Company to Broker.
 - n. Compensation on premiums paid more than three months in advance are payable on the date the premiums are due.
 - o. All premiums and Compensation is payable in U.S. currency.
 - p. No Compensation is payable on any extra war risk premium which may be charged in connection with any Policy.
11. **Privacy** - Each party acknowledges that they may be provided with information or access information about customers of Company or Broker ("Customer Information").

Each party agrees to comply with any federal, state, provincial and/or local law or regulation related to privacy. Furthermore, each party represents and warrants that it has implemented and currently maintains an effective information security program to protect the Customer Information, which program includes administrative, technical, and physical safeguards:

- a) to ensure the security and confidentiality of Customer Information;
- b) to protect against any anticipated threats or hazards to the security or integrity of such Customer Information; and
- c) to protect against unauthorized access to or use of Customer Information which could result in substantial harm or inconvenience to either party or other affiliates, or to customers of any of them.

Broker shall promptly notify Company if Broker is in material breach of this provision. Broker shall promptly notify Company if it has suffered a breach of security of personal information affecting any consumer to whom Broker has sold any Company Policy.

Each party agrees that it shall keep and maintain all Confidential Information (as defined below) in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure; and shall use and disclose Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. Each party further agrees that it shall not, directly or



indirectly; disclose Confidential Information to any third party, except with the disclosing party's prior written consent or as permitted under the terms of this Agreement.

For purposes of this provision, Confidential Information is defined as information respecting all past, present or future business activities of each party, written or oral, including without limitation: information relating to a party's planned or existing businesses or initiatives; organizational restructuring plans; actual and projected sales, profits and other financial information; technology (computer systems and architecture, computer hardware and software, methods); processing and operational methods; insurance, annuities and financial services product strategies, actuarial calculations, designs, administration and management; tax interpretations or positions; information respecting or materials of third parties with whom a party conducts business; and employees and personnel; and any policies, procedures and standards. Notwithstanding the foregoing, Confidential Information does not include information that (i) is lawfully made available to the general public, (ii) is or becomes generally known to the public not as a result of a disclosure by the receiving party, (iii) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party, (iv) is received by a party in good faith and without restriction from a third party reasonably believed to have the right to make such disclosure, or (v) is independently developed by or for the receiving party without use or reference to the Confidential Information.

12. Anti-Money Laundering

- a. Broker represents and agrees that it has reviewed and is familiar with (i) applicable laws, regulations, rules and guidance governing the detection, prevention and reporting of money laundering and terrorist financing activities, including, but not limited to: (1) provisions of the USA PATRIOT Act of 2001 and regulations thereunder; (2) provisions of the Bank Secrecy Act and regulations thereunder; (3) relevant rules and regulations promulgated by the Office of Foreign Assets Control; and (4) all record keeping, reporting and auditing requirements of these laws, regulations and rules; and (ii) Company's Anti-Money Laundering Program.
- b. Broker agrees to complete Company's Anti-Money Laundering training provided by LIMRA, or such training approved in advance by Company in writing, concerning the detection, prevention and reporting of money laundering and terrorist financing activities, when and as required by Company. Broker agrees to provide Company with a certification, upon request, that it has completed such training and detailing the subject matter and dates of such training and the persons trained.
- c. Broker agrees to report to Company any transaction, or pattern of transactions, that it knows, suspects, or has reason to suspect: (i) involves funds derived from illegal activity (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation or is intended or conducted to hide or disguise funds or assets derived from illegal activity; (ii) is designed, whether through structuring or other means, to evade the requirements of the Bank Secrecy Act or any regulations promulgated thereunder; (iii) has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage; or (iv) involves the use of Company to facilitate criminal activity. Broker agrees to comply with any requests from Company for assistance in the detection or investigation of potential suspicious transactions in a timely manner. Broker agrees and acknowledges that notice to any individual of any investigation or reporting involving a suspicious transaction or activity is prohibited by federal law and agrees to ensure the confidentiality of any such investigation or reporting.
- d. Broker agrees to permit inspection relating to its compliance with the foregoing by any U.S. federal regulatory or law enforcement agency having jurisdiction and will make available to examiners from such agencies such records and information as they may request relating thereto.
- e. Company shall have the right, upon reasonable notice, to obtain and review documentation evidencing compliance with Company's Anti-Money Laundering Program and the foregoing laws, regulations and rules.

13. Termination

- a. This Agreement may be terminated with or without cause by either party immediately upon Notice to the other party.



- b. The Agreement will terminate automatically at the date and hour of the suspension, revocation, cancellation or rescission of any state insurance license or FINRA license or registration of the Broker.
 - c. The Agreement will terminate immediately upon Notice by the Company of the cancellation of all the Broker's state insurance appointments.
 - d. Compensation according to the terms of this Agreement will survive the termination of this Agreement, subject to any conditions imposed by law on payment of compensation.
 - e. The Company may at any time, in its sole discretion, withhold or withdraw authority of any employee or representative of the Broker to solicit applications for Policies. Upon the Company giving Notice to the Broker of its withdrawal of authority of an employee or representative to solicit applications, the Broker will immediately ensure that any such employee or representative cease all such solicitations.
14. **Effective Date** - This Agreement is effective once fully executed by both the Company and the Broker. The Effective Date shall be the date the Company executes the Agreement.
15. **General Provisions**
- a. **Entire Agreement** - Except as is provided in long-term care broker, general agent and broker dealer agreements, if any, this Agreement and its schedules and attachments thereto, constitutes the entire agreement between the parties and supersedes all other prior Agreements and understandings, oral or written.
 - b. **Amendment** - Company reserves the right to amend this Agreement at any time. Submission of an application for a policy after Notice of such amendment will constitute agreement of the Broker to such amendment.
 - c. **Non-Waiver** - Any right(s) not enforced by the Company under this Agreement will not be construed as a waiver of any of the terms and conditions of this Agreement and the same will remain in full force and effect. A waiver of any provision in this Agreement will not be deemed to be a waiver of any other provision, whether or not similar, nor will any waiver of a provision in this Agreement be deemed to constitute a continuing waiver.
 - d. **Severability** - Any term or provision of this Agreement which is invalid pursuant to the laws and regulations of that jurisdiction will, as for that jurisdiction, be ineffective. Such term or provision will not render the remaining terms and provisions of this Agreement invalid. In addition, such term or provision will not affect the validity of any of the terms or provisions of this Agreement in any other jurisdiction.
 - e. **Captions** - The captions or headings of this Agreement are for convenience and ease of reference only. They will have no effect on the meaning or interpretation of any provision of this Agreement.
 - f. **Notice** - Notice to the Broker under this Agreement will be provided by the Company and will be deemed given as follows:
 - i. When posted to the "Notices & Schedules" page of the Company's Website;
 - ii. When sent electronically by e-mail to the Broker's most recent e-mail address on file with the Company;
or
 - iii. When provided in writing and sent by facsimile, prepaid overnight courier, or first-class mail to the Broker's most recent address on file with the Company.

All notices to the Company under this Agreement will be provided in writing by the Broker and sent by first-class mail to:

Prudential Brokerage Appointments
PO Box 70196
Philadelphia, PA 19176



- g. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without regard to the conflicts of laws provisions) thereof and that in all cases where a party seeks relief in connection with this Agreement in a court of competent jurisdiction, the exclusive forum and venue shall be the state and federal courts having jurisdiction and venue in the State of New Jersey.

(The remainder of this page is left blank intentionally.)



- h. **Survival**- Upon termination of this Agreement, all authorizations, rights and obligations shall cease except those contained in sections 7 (Errors and Omissions), 8 (Indemnity), 9 (Complaints, Investigations and Proceedings), 10 (Compensation), 11 (Privacy), 12 (Anti-Money Laundering), 13(d) (Termination), and 15 (General Provisions).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date:

By my signature below, Broker agrees to be bound by this agreement form number BA_1-2012 and all of its terms and provisions:

Name of Broker: _____

Signature: _____

SS#: _____

The Prudential Insurance Company of America

Signature: _____
Vice President, Prudential Select Brokerage

Date: _____

Pruco Life Insurance Company

Signature: _____
Vice President, Prudential Select Brokerage

Date: _____

Pruco Life Insurance Company of New Jersey

Signature: _____
Vice President, Prudential Select Brokerage

Date: _____



Exhibit A -- "List of Eligible Products"

Pursuant to Section 1 of the Broker Agreement, the following is a list of Prudential non-variable individual life insurance policies for which the Broker is appointed to solicit, procure and submit applications, and assist policyowners in obtaining service from the Company.

Policies for Pruco Life Insurance Company

PruLife[®] Universal Plus
PruLife[®] Universal Protector
PruLife[®] SUL Protector
Term Elite
Term Essential
PruLife[®] Return of Premium Term
PruLife[®] Index Advantage Universal Life

Policies for Pruco Life Insurance Company of New Jersey

PruLife[®] Universal Protector
PruLife[®] SUL Protector
Term Elite
Term Essential
PruLife[®] Return of Premium Term
PruLife[®] Universal Plus
PruLife[®] Index Advantage Universal Life

Exhibit B -- List of Policies and Procedures

- Licensing, Appointment and Registration Policy
- Replacement Policies and Procedures



The Prudential Insurance Company of America
 PO BOX 1143
 Minneapolis, MN 55440-1143
 (877) 782-7654
 www.prudential.com

Electronic Funds Transfer (EFT) Form

1. General Information:

Individual or Firm Name: _____

Social Security or Tax Identification Number: _____

Contract Number: _____

2. Bank Information:

Bank Name: _____

Bank Street Address, City State and Zip Code: _____

3. Type of Account – Required (Check One):

Personal Checking
Account

Personal Savings
Account

Business Checking
Account

Business Savings
Account

4. Attach Voided Check or Copy of Deposit Slip

Please attach a copy of a voided check or a copy of a deposit slip indicating the name of the account holder (This must be preprinted on the copy. Handwritten or blank forms will not be accepted).

Account Number: _____

Bank Transit
Routing Number:
(9 -digits) _____

5. Authorization

I authorize Prudential to deposit compensation payments directly to the Account named below when appropriate. This authorization shall remain in full force and effect until Prudential has received, and has reasonable opportunity to act upon, the written notification from me of its termination. (Please allow 1-2 pay cycles for processing). I also authorize the Company to adjust this account for any funds erroneously credited by the Company.

Signature : _____

Date : _____

Email: _____

6. Please return completed form using one of the following:

Fax:
(888) 517-8362

E-Mail:
Pruxpress.compensation.experts@Prudential.com

U.S. Mail:
The Prudential Insurance Company of America
Prudential Brokerage Compensation
Post Office Box 1143
Minneapolis MN 55440 – 1143

Intra-company Mail:
Prudential Brokerage Services Division
Producer Compensation & Administration
4th Floor
NCPO