NASSAU

Nassau Life and Annuity Company (the Company)
Nassau Life Insurance Company (the Company)
PHL Variable Insurance Company (the Company)
Nassau Life and Annuity Insurance Company (the Company)

Employer-Trustee Statement for Qualified Pension *and* Profit Sharing Plans

PLAN INFORMATION

1) Exact Trust Name: _____ Dated: _____
(Trust Name and execution date indicated should be exactly as stated in the Plan and Trust Document(s) and entered as owner on policy applications.)

2) Mailing Address of Trust _____

_____

_____

3) Employer Business Type: ☐ Corporation ☐ Sole Prop/Partnership ☐ Non-Profit Organization ☐ Gov't Org.

4) Tax Identification Number _____ (Use Employer Tax Id.No. if separate, Plan Tax Id. No. not assigned)

5) Plan Type: ☐ Money Purchase ☐ Profit Sharing ☐ 401(k) ☐ Defined Benefit ☐ Target Benefit

6) Document Type: ☐ Individually Drafted Non-Prototype ☐ Non Nassau Life Sponsored Prototype
☐ Nassau Life Prototype-form number _____ (Existing Case No. if Known _____)

7) Original Plan Effective Date: _____/_____/_____ (Month / Day / Year)

7a.) Plan Year: from: _____/_____ (Month / Day) to: _____/_____ (Month / Day)

8) Plan Funding: ☐ Nassau Life Insurance ☐ Group Strategic Edge Annuity ☐ Nassau Re Funds
☐ Group Pension Contract ☐ Other (Specify) _____

9) Common Policy Issue Date: _____/_____ (Month / Day)

THE UNDERSIGNED AGREE THAT:

A) The Company may deal with the Trustees of the Plan and Trust identified above in accordance with the terms of this Statement, without regard to the provisions of any other document evidencing such Plan and Trust. As used herein, the "Company" means Nassau Re Equity Planning Corporation, in the case of plans funded with Nassau Re Funds shares, or the Company that issued the contract, in the case of plans funded with life insurance, annuity(ies), group pension, or similar contract(s) (hereinafter such contracts and/or funds shall be referred to as "products").

B) The Plan and Trust document(s) identified above have been duly executed and authorize the Trustees named below to purchase the type and amount of products applied for, and to exercise ownership rights thereunder. the Company may rely on the signature of the Trustees until otherwise notified in writing. In the event there is a change in Trustees, the Employer will promptly notify the Company of such change. The Trustees have consulted with legal counsel to the extent deemed necessary with respect to the Plan.

C) The Company is not a party to the Plan, nor is it the Plan Administrator or Plan Sponsor, nor is it a fiduciary with respect thereto, and the Company will not be required to provide any administrative services in connection with this Plan or Trust. Nothing in the Plan or in any other agreement shall in any way be construed to enlarge, change or in any way affect the obligation of the Company as expressly provided herein. The Company shall not be responsible for any failure of the Trustees to perform the duties of the Trustees, nor for the application or disposition of any monies paid to the Trustees. Such payment will fully discharge the Company for the amounts so paid.

D) The Company will deal with the Trustees or their authorized agents in accordance with the terms of its products without the consent of any other persons interested in the Plan or Trust. The Company's responsibility and liability shall be limited to performance under the terms of its products owned by the Trust. Any determination made by the Company in accordance with the terms and conditions of its products shall be determinative and conclusive of the Company's liability.

E) The Company is not responsible for the initial or continuing qualification of the Plan, or in the event a Nassau Life Insurance Company sponsored prototype document has been adopted, for the proper completion and adoption of said document.

TRUSTEES SIGNATURES **PRINT TRUSTEES NAMES**

a) _____ _____

b) _____ _____

c) _____ _____

(Minimum two Trustees should be appointed - signature of all appointed Trustees required)

Trustees Signatures required to authorize product transactions: (Check One)

☐ Any one Trustee ☐ Majority of appointed Trustees ☐ Trustee indicated on line _____ above

EMPLOYER SIGNATURE

I hereby certify that all appointed Trustees of the Plan have signed above.

By: _____ Date: _____

(Signature and Title of Employer)

SIGNATURE OF BROKER(S):

_____ Brokerage No. _____Broker Code:_____

Address: (If other than Nassau Life Office)

_____

Name of Plan Administrative Service Provider: (Must be completed for Group Strategic Edge Annuity Purchase.)

DISCLOSURE STATEMENT *

The Plan identified above has chosen to purchase from _____

(Name of Broker(s)

a Broker of Nassau Life, certain Nassau Life Insurance products. Brokers of Nassau Life are authorized by contract to sell its products. The terms of such products do not limit or restrict Brokers' sales activity exclusively to Nassau Life products. The Product Schedule(s) for the product(s) identified below indicate the commissions that will be paid to the Broker by Nassau Life.

ACKNOWLEDGEMENT *

As a Fiduciary to the Plan identified above, I hereby acknowledge receipt of this Disclosure Statement, including the attached Nassau Life Product Schedule for _____.

As Fiduciary to the Plan, I understand the nature of the proposed transaction between the above-named Broker and the Plan, and I approve the transaction on behalf of the Plan.

By:_____ Date:_____

(Signature and Title of Employer or Trustee)

* Not applicable in the case of purchase by the Plan of Variable Life Insurance or Variable Annuity contracts, or Nassau Funds shares.

The prospectuses for these products contain complete product information.