

Equitable Financial Life Insurance Company Equitable Financial Life Insurance Company of America

### Investment Edge<sup>®</sup> Series

Inherited Annuity Beneficiary Continuation Option (BCO) for NQ Election Form

#### For Beneficiaries of Investment Edge<sup>®</sup> Series Non-Qualified (NQ) Contracts For Assistance Call (800) 789-7771

Beneficiary Continuation Option is available to you after the owner dies, if you are the beneficiary or a joint owner of an Investment Edge Series NQ contract. Equitable offers various death benefit settlement options which may be available to you, such as a lump sum distribution, contract continuation or one of several forms of annuity payout options. The continuation options available to you may be limited depending on the value of your portion of the death benefit amount, whether you are an individual or an entity (such as a trust or an estate), and your relationship to the deceased (spousal/non-spousal beneficiary). Before you complete this form, please read the "Things to Consider" section on page 2 and the "Terms and Conditions" on page 3.

Please refer to "Investment Edge<sup>®</sup> Series -- Claim to Annuity Benefits" for instructions on electing any of the other settlement options available to you. In this BCO Form, we use the term contract to include both individual annuity contracts, and certificates issued under a group contract.

Your portion of the Annuity Account Value (AAV) of the deceased owner's contract is your "BCO Interest." You will have the right to transfer amounts among the investment options available. When you elect BCO, the law requires you to take annual minimum distributions from the contract. By paying income tax only upon receipt of distributions, you may ultimately stretch out the income tax impact on your benefits while your balance continues to be invested. You cannot make additional contributions to the contract. For income tax reasons contract ownership must continue to include the name of the deceased owner.

# By electing the BCO option, the account value is subject to market fluctuation. There are no guarantees associated with the account value and the sum of withdrawals taken over the life of the BCO contract (including the surrender value) could be less than its beginning account value.

#### Eligibility for NQ BCO

- **1. BCO is only available at the death of a contract owner.** For NQ contracts where the owner and annuitant are different, BCO is not available if the annuitant dies before the owner. At the death of an owner under a jointly owned contract, the surviving owner takes precedence over all beneficiaries and may elect BCO. If the contract is owned by an entity and there is an individual beneficiary, BCO may be available on the death of the primary annuitant.
- 2. All beneficiaries must be individuals. If there are multiple beneficiaries, and any is non-natural, i.e., an estate, trust or a charity, the non-natural beneficiary cannot elect BCO and must take distribution of its portion of the death benefit or the AAV. However, the other individual beneficiaries can elect BCO for their respective shares of the AAV.
- 3. The minimum amount to elect BCO for any beneficiary is \$5,000.
- **4.** Income Edge Beneficiary Advantage is only available for Investment Edge contracts with an application sign date prior to August 19, 2024.
- 5. The minimum amount to elect Income Edge Beneficiary Advantage for any beneficiary is \$35,000 or \$50,000 based on when the original contract was issued. Generally, contracts issued prior to February 22, 2021 require a minimum Annuity Account Value of \$50,000 to elect Income Edge Beneficiary Advantage, contracts issued on or after February 22, 2021 require a minimum Annuity Account Value of \$35,000 to elect Income Edge Beneficiary Advantage, contracts issued on or after February 22, 2021 require a minimum Annuity Account Value of \$35,000 to elect Income Edge Beneficiary Advantage. Please see your contract for more details. Please read the Terms and Conditions on Page 3 prior to completing Section 4 on this form.
- 6. Your election, as well as the election of any other beneficiary who chooses to be a Continuation Beneficiary, must be received within 9 months of the deceased contract owner's death, along with all required documentation. Beneficiaries who do not make a timely election will not be eligible for BCO.
- 7. You will not be eligible to elect BCO if you make a death benefit or other contract settlement election that is inconsistent with BCO prior to submitting this form. (Example: You will not be eligible for BCO if you previously elected Spousal or Non-Spousal Contract Continuation or an annuity payout option when you submitted the official Death Certificate.)
- 8. We must receive a separate BCO election form from each Continuation Beneficiary.

#### Multiple Beneficiaries

Where there are multiple beneficiaries, unless the deceased owner indicated otherwise to us in writing before his/her death, we will allocate the Annuity Account Value equally among all beneficiaries and will maintain separate shares for each beneficiary. Each beneficiary can elect a payout option independent of the other beneficiaries. If the scheduled stretch-out payment election is made by any of the beneficiaries, distributions will be calculated over the respective lives of the beneficiaries for their respective BCO interests. Each beneficiary may select the BCO distribution method of his or her choice.

When the first BCO claim is processed, all Segments will remain active; upon maturity the Segment Maturity Value will default to the EQ/Money Market.

Equitable Financial Life Insurance Company Equitable Financial Life Insurance Company of America X03848\_core Page 1 of 17 Fill out the *"Investment Edge® Series — Beneficiary Continuation Option Election"* form attached to the end of these instructions pages and return it to the address indicated on the attached form.

#### Things to Consider

To determine which of the three BCO payout options is right for you, you should consider all the options that may be available to you at the owner's death. You will find a helpful list of choices in the "Knowing Your Investment Edge<sup>®</sup> Options" brochure.

In making your decision, you should discuss with your tax or legal advisor the timing of distributions that must be made, the tax treatment of these distributions, and how important flexible access to funds is to you. You should also read the *"Terms and Conditions"* carefully to note what amounts are considered as part of your BCO interest and when withdrawal charges might apply to a BCO Option elected.

### \*Please Note: Income Edge Beneficiary Advantage is only available for Investment Edge contracts with an application sign date prior to August 19, 2024.

	*Income Edge Beneficiary Advantage	Beneficiary Non-Qualified (NQ) Stretch Option:	Five Year Rule Distribution Option
Scheduled Payments:	Payments will be made at least once a year to you, over the specified period (not longer than your life expectancy), determined by the payment duration elected and the year payments start. These payments must begin no later than one year after the date of the deceased contract owner's death.	Payments will be made at least once a year to you over your life expectancy determined on a term certain basis and in the year payments start. These payments must begin no later than one year after the date of the deceased contract owner's death. Amounts may only be invested in 1- year Segments where a 1-year Segment is no longer than your life expectancy.	You do not have to take withdrawals on any set schedule. Amounts may only be invested in 1-year Segments with Segment Maturity Dates not later than the fifth anniversary of the deceased's date of death.
Additional Withdrawals:	You may take partial withdrawals at any time subject to minimum withdrawal amounts. For certain contracts, withdrawal charges may apply to withdrawals or total surrender. See "withdrawals charges" in <i>"Terms and Conditions."</i> See directly below for tax treatment for partial/one-time withdrawals under the Income Edge Beneficiary Advantage Payment Program	You may take partial withdrawals at any time subject to minimum withdrawal amounts. For certain contracts, withdrawal charges may apply to withdrawals or total surrender. See "withdrawal charges" in <i>"Terms and</i> <i>Conditions."</i>	You may take withdrawals as desired (subject to contract minimums and withdrawal charges that may apply). The entire account value must be fully withdrawn by the fifth anniversary of the original contract owner's death.
Tax Treatment:	<ul> <li>We will treat a portion of every payment made under the program as a return of your investment in the contract (your "cost basis").</li> <li>Beginning on the Income Edge Beneficiary Advantage Effective Date, any partial/ one-time withdrawal is fully includable in taxable income.</li> </ul>	We will treat all amounts paid from the contract as taxable on an "income first" basis.	We will treat these withdrawals as taxable on an "income first" basis.

#### Minors as Beneficiaries:

Minors acting by their guardians under state law are eligible to elect BCO. Depending on the minor's state of residence, a legal guardian may have to be appointed. If this has been done, please provide a copy of the court appointment of the guardian. The guardian must complete Section 3 of the BCO election form. You should consult with your legal advisor in this situation.

#### Amount Applied to BCO contract:

A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the death benefit amount. The death benefit amount is equal to the account value as of the date we receive satisfactory proof of the owner's (or older joint owner's, if applicable) death, and required instructions for the method of payment, forms necessary to effect payment and any other information we may require.

#### **Terms and Conditions**

- 1. A Continuation Beneficiary must meet all eligibility requirements stated on page 1.
- 2. NQ BCO is not available to non-natural beneficiaries.
- 3. BCO is not available if the beneficiary has made a payout election for the death benefit that is inconsistent with BCO at the time an official death claim is submitted (for example, payout annuity or lump sum).
- 4. Direct transfers of your BCO interest to another insurance company through a 1035 exchange is not allowed.
- 5. A spousal beneficiary cannot elect Spousal Contract Continuation if he or she elects to be a Continuation Beneficiary.
- 6. A Continuation Beneficiary cannot assign the contract.
- 7. For federal income tax reasons contract ownership must continue to include the deceased's name.
- 8. A beneficiary's BCO interest is determined in accordance with the beneficiary's share of the Annuity Account Value (AAV).
- 9. A Continuation Beneficiary has the right to transfer amounts among investment options available. The Segment Maturity Value may be reinvested in other investment options. However, if you choose the "5-year rule," amounts may only be invested in 1-year Segments with Segment Maturity Dates not later than the fifth anniversary of the deceased's date of death. Also, 1-year Segments are only available if you elect the stretch option where a 1-year Segment is not longer than your life expectancy.
- 10. A Continuation Beneficiary cannot make contributions to the contract.
- 11. For jointly owned contracts **where the deceased owner was younger than the surviving owner**, since the death benefit is not payable, the AAV will not be increased to the death benefit amount even if the death benefit is greater. Withdrawal charges may be applicable to withdrawals over the free corridor amount. See the item 15 for when withdrawal charges apply.
- 12. Any minimum death benefit provisions will no longer be available on the contract. All optional enhanced benefits previously elected by the deceased will no longer be in effect and charges for all such benefits will stop. At your death, the amount payable to any beneficiary you name will be any remaining BCO interest in the contract.
- 13. Income Edge Beneficiary Advantage is only available for Investment Edge contracts with an application sign date prior to August 19, 2024. If you elect the Income Edge Beneficiary Advantage Payout Program, we will treat a portion of every payment made under the program as a return of your investment in the contract (your "cost basis"). Scheduled stretch-out payments must begin no later than one year after the date of the deceased contract owner's death. See "Things to Consider" on page 2 of this form for further details.
- 14. If you elect the scheduled stretch-out payment withdrawal Option (additional withdrawals permitted) or the 5-year rule distribution option, we will treat all amounts paid from the contract as taxable on an "income first" basis. Scheduled stretch-out payments must begin no later than one year after the date of the deceased contract owner's death. See *"Things to Consider"* on page 2 of this form for further details.
- 15. For the scheduled stretch-out payments withdrawal Option and the 5-year rule distribution option, withdrawal charges may apply if the deceased contract owner was not the same as the annuitant. We do not impose withdrawal charges on scheduled stretch-out payments except if when added to any withdrawals previously taken in the same contract year the total amount of withdrawals and scheduled payments exceed the free corridor amount. Contact our customer service representatives at 1-800-789-7771 for more information and for the withdrawal charge schedule and the free corridor amount applicable under your contract.
- 16. Use the Withdrawal Request Form to request withdrawals from this contract other than scheduled stretch-out payments. Lump sum withdrawals from the contract that are in excess of the scheduled stretch-out payments must be at least \$300 (If you elected the Income Edge Beneficiary Advantage Payout Program, a partial/one-time withdrawal may be fully includable in taxable income. Please consult your Financial Professional for further information prior to requesting a partial/one-time withdrawal).
- 17. If you are eligible, you may surrender your contract at any time and end your status as a Continuation Beneficiary. (Please note that additional tax liabilities and withdrawal charges may be applicable on surrender. Please consult your Financial Professional for further information prior to surrender).
- 18. Upon your death, any beneficiary you name to receive the remaining amount of your BCO interest will receive a lump sum payment. If you elected either the Income Edge Beneficiary Advantage Payout Program or the Beneficiary Non-Qualified (NQ) Stretch Option, your beneficiary may elect to continue the payouts elected under your original contract. If you elected the five-year method, payments will be made in a lump sum to your beneficiary. Please note that any election to continue your payment pattern will be subject to our administrative rules relating to minimum account value and documentation we require for BCO at the time of your death. If no beneficiary is designated, all remaining amounts will be paid out to your estate.



Investment Edge<sup>®</sup> Series Inherited Annuity Beneficiary Continuation Option (BCO) for NQ Election Form

#### For Non Qualified (NQ) Contracts

Beneficiary: Please read "Things to Consider" and "Terms and Conditions" before completing this form. You must meet all eligibility requirements stated on page 1 of this form. Each beneficiary who elects BCO must complete and sign an election form and return it to the Retirement Service Solutions Processing Office no later than **9 months** from the date of death. Photocopies of form are permitted; original signature is required in Section 8. For Assistance Call (800) 789-7771.

#### 1. Contract Information

Investment Edge®	Series Contract #				
Deceased's Name	e: First		Middle Initial		Last
Date of Death (mo	onth/day/year)				
2. Information	n About You				
<ul><li>A) Are you the</li><li>B) Type of be</li></ul>	e only beneficiary? neficiary:		□ Don't Know Isal Beneficiary nors must complete	□ Non-spous	al Beneficiary
C) Are you a □ Mr.	U.S. Person? □ Mrs.		Please submit, the	appropriate Form	W-8) □ Female
Beneficiary's Nan	ne: First		Middle Initial	La	ast
Social Security	y Number <b>(Required</b>	)			
				( )	
Date of Birth (mor	nth/day/year)			Best Time to Call/Tele	ephone Number
Beneficiary's Stre	eet Address				
City		State		Zi	p
Email Address					
3. Informatior	n Minor is Beneficia	ry			
Name of Minor's	Guardian				
Address of Guard	dian				
City		State		Zi	p
Guardians:					e minor beneficiary resides e consult your legal advisor.

#### 4. Beneficiary Continuation Payout Options

There are three payout options available: Income Edge Beneficiary Advantage (4A), Beneficiary Non-Qualified (NQ) Stretch (4B) and The 5 Year Distribution Option (4C). Please read the terms and conditions carefully before you choose, Please Note: Income Edge Beneficiary Advantage is only available for Investment Edge contracts with an application sign date prior to August 19, 2024.

**<u>4A: Income Edge Beneficiary Advantage:</u>** Allows you as beneficiary/owner to exchange your entire portion of the deceased's contract to an Inherited NQ Contract, which will make required payments over a specified period (not longer than your life expectancy). A portion of every scheduled payment is a return of your investment in the contract (your "cost basis"). While you are taking scheduled payments, the value of your account remains in the investment options that you choose.

#### 4. Beneficiary Continuation Payout Options (continued)

#### I wish to elect Income Edge Beneficiary Advantage

#### 1. Considerations:

- There is a \$35,000 or \$50,000, minimum Annuity Account Value (AAV) required to elect Income Edge Beneficiary Advantage, based on when the original contract was issued.
- The AAV must be greater than the cost basis reported to us by the Insurance Carrier(s) that issued the Source Contract(s).
- Your contribution and related cost basis information must be received by 9 months after the date of death.
  - If you are the beneficiary under multiple Source Contracts of the same deceased owner, we will
    accept multiple 1035 exchanges into an Inherited NQ Contract as long as we receive all amounts
    within 9 months of the date of death.
  - With the information that we have, if all of the Income Edge Beneficiary Advantage conditions have been met, we will issue the payment program by the required payment starting date.
- If we do not receive any cost basis information, the AAV is lower than the cost basis reported to us, or the \$35,000 or \$50,000 based on when the original contract was issued, threshold is not met, we cannot honor your Income Edge Beneficiary Advantage Election. We will start payments by 12 months after the date of death of the deceased owner, in the form of the Beneficiary NQ Stretch option as described below. We will make scheduled payments over your life expectancy period at your chosen frequency, but we will not report recovery of your cost basis.
- Once Income Edge Beneficiary Advantage Payments have started, the payment period, frequency, and date cannot be changed.
- Beginning on the Income Edge Beneficiary Advantage Effective Date, any partial/one-time withdrawal is fully includable in taxable income.

#### 2. Payment Period Election (Select One Option Below):

Select either a for the maximum period or b for a shorter period. (If your Inherited NQ Contract does not qualify for Income Edge Beneficiary Advantage, the payment period will be the Maximum Payment Period even if you have elected a shorter period.)

- a) D Maximum Payment Period Under Your Contract
- **b) Elected Payment Period** \_\_\_\_\_\_ (ex. 15 years, 25 years, etc. May not be longer than the payment period described in 1, and may not be shorter than the following):
  - For Investment Edge, the elected period may not be shorter than 15 years.
  - For Investment Edge Select and Investment Edge ADV, the elected period may not be shorter than 10 years.

If the Elected Payment Period is greater than the Maximum Payment Period, the Maximum Payment Period will be used.

#### 3. Payment Frequency/Payment Date Election

#### Unless elected differently, we will pay annually starting the on the first anniversary of the date of death.

- The date selected may not be later than one frequency period (selected below) from the date this form is
  received in our Processing Office in good order. (Example If the frequency selected is monthly and this form is
  received on January 15<sup>th</sup>, the date selected for the first scheduled payment must not be later than February 15<sup>th</sup>.)
- The date selected may also not be later than the 28<sup>th</sup> day of the month.
- Your payments are calculated using your contract values on the Payment Program effective date.
- The First Scheduled Payment cannot be earlier than 30 days after the contract issue date.
- If Equitable does not receive all the cost basis under the contract prior to the date listed below, the scheduled payment date will be established on the same day of the month after all the cost basis information is received. (Example If the date selected is January 15<sup>th</sup> and Equitable receives all the cost basis under the contract on January 20<sup>th</sup>, the first scheduled payment date will be February 15<sup>th</sup>.)

#### **Choose Payment Frequency: (Select one option)**

- □ Monthly Date of First Scheduled Payment (MM/DD/YYYY) \_
- Quarterly Date of First Scheduled Payment (MM/DD/YYYY) \_
- Annual Date of First Scheduled Payment (MM/DD/YYYY) \_

#### 4. Beneficiary Continuation Payout Options (continued)

**<u>4B: Beneficiary Non-Qualified (NQ) Stretch Option:</u>** Allows you as beneficiary/owner to exchange your interest in the deceased's contract to an Inherited NQ Contract, which will make required payments over your life expectancy. While you are taking scheduled payments, the value of your account remains in the investment options that you choose.

#### □ I wish to elect Beneficiary Non-Qualified (NQ) Stretch Option

- 1. Considerations:
  - Beginning with the initial payment, all payments will be reported as taxable to the extent that you have gains under your contract.
  - All contributions and cost basis must be received no later than 9 months after the date of death.
    - If we are expecting multiple 1035 exchanges, and we receive some cost basis information by the 9 months after the date of death deadline, we will issue the Beneficiary NQ Stretch Option.
  - You may choose at any time to withdraw all or a portion of your account value. Any partial withdrawal must be at least \$300. Withdrawal charges will apply as described in "Charges and expenses" in your Prospectus.

#### 2. Payment Frequency/Payment Date Election

#### **Choose Payment Frequency: (Select one option)**

- Monthly Date of First Scheduled Payment (MM/DD/YYYY)
- **Quarterly** Date of First Scheduled Payment (MM/DD/YYYY)
- Annual Date of First Scheduled Payment (MM/DD/YYYY)
- If we have received all of your expected exchanges and cost basis, and you do not make an election above, the Beneficiary NQ Stretch Option payments will be paid annually, beginning on the 12-month anniversary of the deceased's date of death.

**<u>4C: 5-Year Rule Distribution Option:</u>** Allows you as beneficiary/owner to pay out the entire amount under the contract no later than the fifth anniversary of the death of the original contract owner.

#### □ I wish to elect the 5-Year Rule Distribution Option

- 1. Considerations
  - I understand that I can withdraw any amount (minimum of \$300) from my BCO interest at any time by completing a Withdrawal Request form (withdrawal charges may apply for certain contracts). Additionally, any amounts remaining in my BCO interest will be automatically distributed to me in a lump sum as of the fifth anniversary of the deceased contract owner's death. I understand that Equitable will treat all my payments from the contract as taxable on an income first basis. (*If you would like to set up systematic withdrawals for this 5-year period, see your Financial Professional for the appropriate form.*)

#### 4D. Tax Withholding Election:

#### Withholding Election is only applicable if the Stretch Option box is checked above.

If no election is made, we must withhold at a default 10% rate from your payment. If you want a different tax withholding, please submit IRS Form W-4R along with this form, and we will withhold as instructed on your Form W-4R. IRS Form W-4R is available at www.irs.gov.

If you are a US Person for tax purposes and the check is sent abroad, we must withhold tax.

If you elect not to have withholding apply to your payment, or if you do not have enough tax withheld from your payment, you may be responsible for payment of estimated tax. You may incur penalties under estimated tax rules if your withholding and estimated tax payments are not sufficient.

Certain states may also require us to withhold state income tax if Federal Income Tax is withheld. In most cases, your Federal withholding election would also apply to a state withholding election, although the rate of tax may vary among states. Please note, however, we will only perform mandatory withholding if required by state law.

- □ I do NOT want Federal Income Taxes (and state income tax, if applicable) withheld from my withdrawal unless required.
- □ I WANT 10% Federal Income Taxes (and state income tax, if applicable) withheld from my withdrawal.
- □ I WANT Federal Income Taxes withheld from my payment based on the attached Form W-4R. I understand that if no IRS Form W-4R is attached to this Form, or if the IRS Form W-4R is incomplete or invalid, that 10% Withholding will apply until a complete, valid IRS Form W-4R, is received.

#### 5. Name of the Beneficiary(ies) for Your BCO Interest

If you die before the entire amount of your BCO interest (i.e., your portion of the Annuity Account Value of the deceased owner's contract) is distributed to you, we will pay any remaining amount to your estate unless you name a beneficiary for any remaining BCO interest at your death. If you name a beneficiary, we will make payments to that beneficiary.

#### 5. Name of the Beneficiary(ies) for Your BCO Interest (continued)

The BCO interest at that time will be the total Annuity Account Value as of the date we receive satisfactory proof of your death and all required documentation. If you name more than one beneficiary, we will divide any remaining BCO interest equally among beneficiaries unless you tell us otherwise. Include full names, Social Security Numbers (if available) and relationships to you. If you elected the 5-year rule distribution option, we will make a lump sum payment of any remaining BCO interest. If you elected the stretchout option, your beneficiaries can elect to continue the payment method over the remaining term of your life expectancy. Otherwise we will pay any remaining BCO interest in a lump sum.

(a) Primary Beneficiary(ies) (If more than one, indicate %)\*\*

Primary Beneficiary #1	%		Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #2	%		Relationship to Owner
Address		Date of Birth	Phone Number
Primary Beneficiary #3	%		Relationship to Owner
Address		Date of Birth	Phone Number
(b) Contingent Beneficiary(ies) (If	more than one,	indicate %)**	
Contingent Beneficiary #1	%		Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #2	%		Relationship to Owner
Address		Date of Birth	Phone Number
Contingent Beneficiary #3	%		Relationship to Owner
Address		Date of Birth	Phone Number
** If no percentage is indicated. w	ve will consider th	ne shares of the beneficiaries to be eq	ually divided.

#### 6. Allocation to Investment Options

## Investment Options (Includes Structured Investment Options and Variable Investment Options) Percentages must be whole numbers and total 100%.

- If you elect any of the Structured Investment Option Segment Types listed below, once amounts are received, they will be first placed in a Segment Type Holding Account until your Segment(s) becomes available on the Segment Start Date. At that time, your funds will be allocated per your selection(s) below provided that all Segment Participation Requirements specified in the Contract are met.
- If you take a withdrawal from, or transfer out of, a Segment before the Segment Maturity Date, we calculate the Segment Interim Value ("SIV") for that Segment. The SIV may be less than the Segment Investment and may be less than the Segment Maturity Value would have been on the Segment Maturity Date. Any such withdrawal or transfer will reduce the Segment Investment and the reduction may be greater than the dollar amount of the withdrawal or transfer.
- For multiple beneficiaries only:

#### □ Please check this box if you wish to elect to continue the current segments.

**IMPORTANT NOTE:** Amounts may only be invested in 1-year Segments with Segment Maturity Dates not later than the fifth anniversary of the deceased's date of death. Also, 1-year Segments are only available if you elect the stretch option where a 1-year Segment is not longer than your life expectancy. Please see "Terms and Conditions" for more details.

EQUITABLE				Contribution Allocation % (required)
Investment Options Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable			Edge 21	ge s must nbers)
Investment instructions.	ent E	nt	ŭ t	enta ages
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investment Edge	Investment Edge 15	Investment	Percentage (Percentages must be whole numbers)
6A. Allocation to Structured Investment Options				
Standard Segment Types <sup>1</sup>				
S&P 500 Standard 5 Year -10% Buffer	N/A	N/A	~	%
S&P 500 Standard 5 Year -15% Buffer	N/A	N/A	~	%
S&P 500 Standard 5 Year -20% Buffer	N/A	N/A	✓	%
Russell 2000 Standard 5 Year -10% Buffer	N/A	N/A	✓	%
Russell 2000 Standard 5 Year -15% Buffer	N/A	N/A	✓	%
Russell 2000 Standard 5 Year -20% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 5 Year -10% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 5 Year -15% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 5 Year -20% Buffer	N/A	N/A	~	%
NASDAQ 100 Standard 5 Year -10% Buffer	N/A	N/A	~	%
NASDAQ 100 Standard 5 Year -15% Buffer	N/A	N/A	~	%
NASDAQ 100 Standard 5 Year -20% Buffer	N/A	N/A	~	%
S&P 500 Standard 1 Year -10% Buffer	N/A	N/A	~	%
S&P 500 Standard 1 Year -15% Buffer	N/A	N/A	~	%
S&P 500 Standard 1 Year -20% Buffer	N/A	N/A	$\checkmark$	%
S&P 500 Standard 1 Year -40% Buffer	N/A	N/A	~	%
Russell 2000 Standard 1 Year -10% Buffer	N/A	N/A	~	%
Russell 2000 Standard 1 Year -15% Buffer	N/A	N/A	~	%
Russell 2000 Standard 1 Year -20% Buffer	N/A	N/A	~	%
Russell 2000 Standard 1 Year -40% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 1 Year -10% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 1 Year -15% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 1 Year -20% Buffer	N/A	N/A	~	%
MSCI EAFE Standard 1 Year -40% Buffer	N/A	N/A	✓	%
NASDAQ 100 Standard 1 Year -10% Buffer	N/A	N/A	✓	%
NASDAQ 100 Standard 1 Year -15% Buffer	N/A	N/A	✓	%
NASDAQ 100 Standard 1 Year -20% Buffer	N/A	N/A	~	%
NASDAQ 100 Standard 1 Year -40% Buffer	N/A	N/A	~	%
MSCI EM Standard 1 Year -10% Buffer	N/A	N/A	✓	%
MSCI EM Standard 1 Year -15% Buffer	N/A	N/A	~	%

<sup>1</sup>Segments are not available in all firms and jurisdictions.

EQUITABLE				Contribution Allocation % (required)
Investment Options Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions. Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investment Edge 1	Investment Edge 15	Investment Edge 21	Percentage (Percentages must be whole numbers)
6A. Allocation to Structured Investment Options (Continued)	1			
Step Up Segment Types <sup>1</sup>				
S&P 500 Step Up 5 Year -10% Buffer	N/A	N/A	~	%
Russell 2000 Step Up 5 Year -10% Buffer	N/A	N/A	~	%
MSCI EAFE Step Up 5 Year -10% Buffer	N/A	N/A	~	%
NASDAQ 100 Step Up 5 Year -10% Buffer	N/A	N/A	✓	%
S&P 500 Step Up 1 Year -10% Buffer	N/A	N/A	~	%
S&P 500 Step Up 1 Year -15% Buffer	N/A	N/A	~	%
Russell 2000 Step Up 1 Year -10% Buffer	N/A	N/A	~	%
Russell 2000 Step Up 1 Year -15% Buffer	N/A	N/A	~	%
MSCI EAFE Step Up 1 Year -10% Buffer	N/A	N/A	~	%
MSCI EAFE Step Up 1 Year -15% Buffer	N/A	N/A	~	%
NASDAQ 100 Step Up 1 Year -10% Buffer	N/A	N/A	~	%
NASDAQ 100 Step Up 1 Year -15% Buffer	N/A	N/A	$\checkmark$	%
Dual Direction Segment Types <sup>1</sup>				
S&P 500 Dual Direction 5 Year -10% Buffer	N/A	N/A	~	%
S&P 500 Dual Direction 5 Year -15% Buffer	N/A	N/A	~	%
S&P 500 Dual Direction 5 Year -20% Buffer	N/A	N/A	~	%
Russell 2000 Dual Direction 5 Year -10% Buffer	N/A	N/A	~	%
Russell 2000 Dual Direction 5 Year -15% Buffer	N/A	N/A	~	%
Russell 2000 Dual Direction 5 Year -20% Buffer	N/A	N/A	~	%
MSCI EAFE Dual Direction 5 Year -10% Buffer	N/A	N/A	~	%
MSCI EAFE Dual Direction 5 Year -15% Buffer	N/A	N/A	~	%
MSCI EAFE Dual Direction 5 Year -20% Buffer	N/A	N/A	~	%
NASDAQ 100 Dual Direction 5 Year -10% Buffer	N/A	N/A	~	%
NASDAQ 100 Dual Direction 5 Year -15% Buffer	N/A	N/A	~	%
NASDAQ 100 Dual Direction 5 Year -20% Buffer	N/A	N/A	✓	%
S&P 500 Dual Direction 1 Year -10% Buffer	N/A	N/A	✓	%
S&P 500 Dual Direction 1 Year -15% Buffer	N/A	N/A	✓	%
S&P 500 Dual Direction 1 Year -20% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Direction 1 Year -10% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Direction 1 Year -15% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Direction 1 Year -20% Buffer	N/A	N/A	✓	%

<sup>1</sup>Segments are not available in all firms and jurisdictions.

EQUITABLE	Contribution Allocation % (required)			
Investment Options Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	Investment Edge 1	Investment Edge 15	ent Edge 21	Percentage (Percentages must be whole numbers)
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investm	Investme	Investment	Perc (Percent be whole
6A. Allocation to Structured Investment Options (Continued)				
Dual Direction Segment Types <sup>1</sup> (Continued)				
MSCI EAFE Dual Direction 1 Year -10% Buffer	N/A	N/A	✓	%
MSCI EAFE Dual Direction 1 Year -15% Buffer	N/A	N/A	✓	%
MSCI EAFE Dual Direction 1 Year -20% Buffer	N/A	N/A	✓	%
NASDAQ 100 Dual Direction 1 Year -10% Buffer	N/A	N/A	✓	%
NASDAQ 100 Dual Direction 1 Year -15% Buffer	N/A	N/A	✓	%
NASDAQ 100 Dual Direction 1 Year -20% Buffer	N/A	N/A	✓	%
Dual Step Up Segment Types <sup>1</sup>				
S&P 500 Dual Step Up 1 Year -10% Buffer	N/A	N/A	✓	%
S&P 500 Dual Step Up 1 Year -15% Buffer	N/A	N/A	✓	%
S&P 500 Dual Step Up 1 Year -20% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Step Up 1 Year -10% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Step Up 1 Year -15% Buffer	N/A	N/A	✓	%
Russell 2000 Dual Step Up 1 Year -20% Buffer	N/A	N/A	✓	%
MSCI EAFE Dual Step Up 1 Year -10% Buffer	N/A	N/A	✓	%
MSCI EAFE Dual Step Up 1 Year -15% Buffer	N/A	N/A	✓	%
MSCI EAFE Dual Step Up 1 Year -20% Buffer	N/A	N/A	✓	%
NASDAQ 100 Dual Step Up 1 Year -10% Buffer	N/A	N/A	~	%
NASDAQ 100 Dual Step Up 1 Year -15% Buffer	N/A	N/A	~	%
NASDAQ 100 Dual Step Up 1 Year -20% Buffer	N/A	N/A	~	%
Growth Multiplier Segment Types <sup>1</sup>				
S&P 500 Growth Multiplier 5 Year 0% Buffer	N/A	N/A	~	%
S&P 500 Growth Multiplier 1 Year 0% Buffer	N/A	N/A	~	%

<sup>1</sup>Segments are not available in all firms and jurisdictions.

EQUITABLE	Contribution Allocation % (required)			
Investment Options	-	15	3	st 's)
Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	ent Edge	nt Edge	Edge	Percentage centages mu /hole numbei
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investment Edge	Investment Edge	Investment	Percentage (Percentages must be whole numbers)
6B. Packaged Portfolios and Alternative Options				
Asset Allocation				
Risk Based Portfolios	1			
EQ/Aggressive Allocation	✓	✓	✓	%
EQ/All Asset Growth Allocation	✓	✓	✓	%
EQ/American Century Moderate Growth Allocation	N/A	N/A	✓	%
EQ/Conservative Allocation	✓	✓	$\checkmark$	%
EQ/Goldman Sachs Growth Allocation	N/A	N/A	$\checkmark$	%
EQ/Goldman Sachs Moderate Growth Allocation	N/A	N/A	$\checkmark$	%
EQ/JPMorgan Growth Allocation	N/A	N/A	✓	%
EQ/Moderate Allocation	✓	~	✓	%
EQ/Moderate-Plus Allocation	~	~	$\checkmark$	%
Equitable Growth MF/ETF Portfolio	N/A	~	✓	%
Equitable Moderate Growth MF/ETF Portfolio	N/A	~	✓	%
Manager Select Portfolios				
American Funds Insurance Series® Asset Allocation Fund <sup>SM</sup>	✓	✓	$\checkmark$	%
BlackRock Global Allocation V.I. Fund	~	~	$\checkmark$	%
EQ/AB Dynamic Moderate Growth	~	~	~	%
Equitable Conservative Growth MF/ETF Portfolio	N/A	~	~	%
First Trust Multi Income Allocation Portfolio <sup>2</sup>	~	~	~	%
First Trust/Dow Jones Dividend & Income Allocation Portfolio	~	~	~	%
Franklin Allocation VIP Fund <sup>2</sup>	~	~	~	%
Franklin Income VIP Fund	✓	~	✓	%
Invesco V.I. Balanced-Risk Allocation Fund	✓	~	✓	%
Janus Henderson Balanced Portfolio	✓	~	✓	%
Macquarie VIP Asset Strategy	~	√3	N/A	%
PIMCO Global Managed Asset Allocation Portfolio	~	~	~	%
Putnam VT Global Asset Allocation Fund <sup>2</sup>	N/A	~	✓	%

<sup>2</sup> Available for Investment Edge contract holders with application sign dates prior to 11/13/23. <sup>3</sup> Available ffor Investment Edge 15 contract holders with application sign dates prior to 10/22/18.

EQUITABLE	Contribution Allocation % (required)			
Investment Options	e 1	e 15	e 21	st be s)
Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	ent Edg	ent Edge	ent Edge	Percentage rrcentages must whole numbers)
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investment Edge	Investment Edge 15	Investment Edge	Percentage (Percentages must be whole numbers)
6B. Packaged Portfolios and Alternative Options (Continued)				
Specialty				
Alternatives/Specialty				
1290 VT Convertible Securities	✓	✓	✓	%
1290 VT GAMCO Mergers & Acquisitions	~	~	~	%
1290 VT Multi-Alternative Strategies	N/A	~	~	%
Eaton Vance VT Floating-Rate Income Fund	✓	✓	~	%
EQ/Invesco Global Real Assets	✓	✓	✓	%
Guggenheim VIF Global Managed Futures Strategy Fund	✓	✓	N/A	%
PIMCO VIT Emerging Markets Bond Portfolio	✓	✓	✓	%
VanEck VIP Emerging Markets Bond Fund	✓	✓	N/A	%
Commodities				
1290 VT Natural Resources	✓	✓	✓	%
PIMCO VIT CommodityRealReturn <sup>®</sup> Strategy Portfolio	✓	✓	~	%
VanEck VIP Global Resources Fund	✓	N/A	N/A	%
REITs				
1290 VT Real Estate	~	~	✓	%
Sector				
EQ/MFS Technology	✓	✓	~	%
EQ/MFS <sup>®</sup> Utilities Series	✓	✓	~	%
EQ/T. Rowe Price Health Sciences	✓	✓	✓	%
EQ/Wellington Energy Portfolio	✓	✓	✓	%
Invesco V.I. Health Care Fund	✓	✓	✓	%
Multimanager Technology	✓	✓	✓	%
6C. Investment Options				
Large Cap Value Stocks				
1290 VT Equity Income	✓	✓	✓	%
AB VPS Relative Value Portfolio	✓	✓	~	%
EQ/Invesco Comstock	N/A	N/A	✓	%
EQ/JPMorgan Value Opportunities	✓	✓	~	%
EQ/Large Cap Value Index	~	~	~	%
EQ/Value Equity	~	~	~	%
MFS® Value Series	~	~	✓	%
Principal Equity Income Fund	N/A	N/A	~	%
T. Rowe Price Equity-Income Portfolio-II	~	~	~	%

EQUITABLE	Contribution Allocation % (required)			
Investment Options	-	15	21	;) t pe
Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	Investment Edge	Investment Edge	Investment Edge	Percentage (Percentages must be whole numbers)
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investm	Investm	Investm	Per (Percenta whole
6C. Investment Options (Continued)				
Large Cap Blend Stocks				
American Funds Insurance Series <sup>®</sup> Growth-Income Fund <sup>SM</sup>	~	~	~	%
EQ/500 Managed Volatility	~	~	~	%
EQ/AB Sustainable U.S. Thematic Portfolio	N/A	N/A	~	%
EQ/ClearBridge Select Equity Managed Volatility	N/A	~	~	%
EQ/Common Stock Index	~	~	~	%
EQ/Equity 500 Index	~	~	~	%
EQ/Fidelity Institutional AM <sup>®</sup> Large Cap	~	~	~	%
EQ/Franklin Rising Dividends	~	~	~	%
Hartford Disciplined Equity HLS Fund	✓	~	N/A	%
MFS <sup>®</sup> Investors Trust Series <sup>2</sup>	✓	~	~	%
Putnam VT Research Fund	N/A	~	~	%
Large Cap Growth Stocks				
1290 VT Socially Responsible	~	~	~	%
EQ/ClearBridge Large Cap Growth ESG	N/A	~	~	%
EQ/JPMorgan Growth Stock	~	~	~	%
EQ/Large Cap Growth Index	~	~	~	%
EQ/Loomis Sayles Growth	✓	~	~	%
Principal Blue Chip Fund	N/A	N/A	~	%
Mid Cap Stocks		1	1	
Mid Cap Value Stocks				
EQ/American Century Mid Cap Value	$\checkmark$	~	~	%
EQ/Goldman Sachs Mid Cap Value	N/A	N/A	~	%
Mid Cap Growth Stocks			1	
EQ/Janus Enterprise	~	~	~	%
Federated Kaufmann Fund II	~	~	~	%
Invesco V.I. Main Street Mid Cap Fund	N/A	N/A	~	%
Mid Cap Blend Stocks				
EQ/Mid Cap Index	~	~	~	%
Fidelity <sup>®</sup> VIP Mid Cap Portfolio	~	~	~	%

<sup>2</sup>Available for Investment Edge contract holders with application sign dates prior to 11/13/23.

EQUITABLE				Contribution Allocation % (required)
Investment Options	-	15	51	þe
Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	Investment Edge	nt Edge 1	Edge	Percentage rccentages must whole numbers)
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investme	Investment Edge	Investment	Percentage (Percentages must whole numbers)
6C. Investment Options (Continued)	1			
Small Cap Stocks				
Small Cap Value Stocks				
1290 VT GAMCO Small Company Value	✓	✓	<ul> <li>✓</li> </ul>	%
1290 VT Small Cap Value	✓	✓	<ul> <li>✓</li> </ul>	%
AB VPS Discovery Value Portfolio	✓	~	$\checkmark$	%
Small Cap Blend Stocks				
1290 VT Microcap	N/A	~	✓	%
EQ/Small Company Index	✓	~	<ul> <li>✓</li> </ul>	%
Invesco V.I. Small Cap Equity Fund	✓	~	✓	%
Small Cap Growth Stocks	1			
EQ/AB Small Cap Growth	✓	~	✓	%
EQ/Morgan Stanley Small Cap Growth	✓	√3	N/A	%
International/Global Stocks				
International Stocks				
American Funds Insurance Series <sup>®</sup> International Growth and Income Fund <sup>SM</sup>	<ul> <li>✓</li> </ul>	~	✓	%
EQ/International Equity Index	<ul> <li>✓</li> </ul>	~	✓	%
EQ/MFS International Growth	<ul> <li>✓</li> </ul>	~	✓	%
EQ/MFS International Intrinsic Value	✓	~	$\checkmark$	%
Emerging Market Stocks				
American Funds Insurance Series <sup>®</sup> New World Fund <sup>®</sup>	$\checkmark$	✓	$\checkmark$	%
EQ/Emerging Markets Equity PLUS	$\checkmark$	✓	$\checkmark$	%
EQ/Lazard Emerging Markets Equity	✓	~	✓	%
Macquarie VIP Emerging Markets <sup>2</sup>	✓	~	✓	%
Global Stocks	_	1		
1290 VT SmartBeta Equity ESG	~	~	✓	%
AB VPS Sustainable Global Thematic Portfolio	~	~	~	%
ALPS/Red Rocks Global Opportunity Portfolio	N/A	~	N/A	%
American Funds Insurance Series <sup>®</sup> Global Growth Fund <sup>SM</sup>	~	~	✓	%
American Funds Insurance Series <sup>®</sup> Global Small Capitalization Fund <sup>SM</sup>	~	~	✓	%
EQ/Invesco Global Portfolio	✓	~	✓	%

<sup>2</sup>Available for Investment Edge contract holders with application sign dates prior to 11/13/23. <sup>3</sup>Available for Investment Edge 15 contract holders with application sign dates prior to 10/22/18.

EQUITABLE	Contribution Allocation % (required)			
Investment Options	-	15	21	pe
Please use sections 6A (Segment Investment Options), 6B (Packaged Portfolios and Alternative Options) and 6C (Investment Options) below to complete the Variable Investment instructions.	Investment Edge	Investment Edge 1	Investment Edge 2	Percentage (Percentages must whole numbers)
Fill in allocation percentages in whole numbers (no fractions or decimals). The total must equal 100% for the Investment Options. If you leave this section blank, the contribution will be allocated among the investment options in accordance with the allocation instructions currently on file with Equitable.	Investm	Investme	Investme	Perc (Percenta whole
6C. Investment Options (Continued)				
Bonds				
Core Bonds				
1290 VT DoubleLine Opportunistic Bond	✓	✓	~	%
EQ/Core Bond Index	✓	~	~	%
EQ/Core Plus Bond	~	~	~	%
EQ Intermediate Corporate Bond Portfolio	N/A	N/A	~	%
EQ/Intermediate Government Bond	✓	~	~	%
EQ Long-Term Bond Portfolio Core Bonds	N/A	N/A	~	
EQ/PIMCO Total Return ESG	✓	✓	~	%
Fidelity <sup>®</sup> VIP Strategic Income Portfolio	✓	~	✓	%
Janus Henderson Flexible Bond Portfolio	$\checkmark$	✓	✓	%
Lord Abbett Bond Debenture	$\checkmark$	✓	✓	%
PIMCO VIT Income Portfolio	N/A	✓	$\checkmark$	%
Short Term Bonds				
EQ/AB Short Duration Government Bond	✓	~	~	%
EQ/PIMCO Ultra Short Bond	✓	✓	✓	%
Inflation Linked (TIPS)				
EQ/PIMCO Global Real Return	$\checkmark$	$\checkmark$	$\checkmark$	%
High Yield Bonds				
1290 VT High Yield Bond	$\checkmark$	✓	$\checkmark$	%
Federated Hermes High Income Bond Fund II, S	✓	~	✓	%
Invesco V.I. High Yield Fund	✓	✓	✓	%
International/Global Bonds				
PIMCO VIT Global Bond Opportunities Portfolio (Unhedged)	✓	~	~	%
Templeton Global Bond VIP Fund	✓	✓	✓	%
Cash/Cash Equivalents				
EQ/Money Market	✓	~	~	%
Total (Total of all Investment Options chosen must equal 100%)	✓	✓	✓	100%

#### 7A. State Fraud Warnings

The following states require us to notify you of the serious consequences of filing a false or fraudulent insurance claim. Please read this section carefully.

#### Alaska:

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

### Arkansas, District of Columbia, Louisiana, Rhode Island, Texas, West Virginia:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### Arizona:

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

#### California:

For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### Colorado:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

#### Delaware, Florida, Idaho, Indiana, and Oklahoma:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

#### Maine, Tennessee, Virginia and Washington:

WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

#### Kentucky and Pennsylvania:

Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#### Maryland:

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

#### Minnesota:

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

#### New Hampshire:

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in <u>RSA 638:20.</u>

#### New Jersey and New Mexico:

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

#### New York:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### New York State Residents Only: Read & Sign Below

I have read and understand the New York State fraud warning. Your original signature is required in this section (for NY State residents).

#### Beneficiary's Signature:

Date:

#### Ohio:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### Oregon and All Other States:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

#### 7B. Other State Specific Notices

For Same Sex Spouses: The determination of spousal status is made under applicable state law. However, in the event of a conflict between federal and state law regarding the determination of spousal status, we follow federal rules.

#### 8. Agree to Terms and Acknowledge Fraud Warnings and Sign Here

Texas Alaska Idaho □ New Jersev Virginia □ Arizona Indiana New Mexico □ Washington Arkansas Kentucky □ New York California Louisiana □ Ohio □ West Virginia □ Colorado Maine Oklahoma Delaware Maryland □ Oregon District of Columbia Minnesota Pennsylvania Florida □ New Hampshire Tennessee

Please check the appropriate state of residence, and read the State Fraud Warnings for your state in Section 7. If your state is not listed, please check the "OTHER" box below.

□ OTHER (Please indicate state):

I have read and understand the appropriate fraud warning in Section 7 for this state.

(New York State Residents: You must also sign the affidavit for New York State Fraud Warning in Section 7 of this form.).

#### U.S. Tax Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number; and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person; and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions:** You must notify us if you have if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. "U.S. citizen" and "U.S. person" are as defined in IRS Form W-9. Item number 4, FATCA Code: \_N/A\_(No FATCA Code Applicable).**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.** 

X Your Signature — REQUIRED FOR ALL STATES		Date	
X Guardian's Signature	as guardian of	Minor Beneficiary's Name	Date

This form is furnished prior to determination by Equitable Financial Life Insurance Company, Equitable Financial Life Insurance Company of America as to whether any annuity benefits were in force with respect to the annuitant or to whom any such annuity benefits are payable, and without prejudice to Equitable's rights.

#### Mail To

Mail completed "Inherited Annuity Beneficiary Continuation Option for NQ" form to:

**Regular Mail:** Equitable Retirement Service Solutions P.O. Box 1016 Charlotte, NC 28201-1016 *Express Mail:* Equitable Retirement Service Solutions 8501 IBM Dr, Suite 150-IR Charlotte NC 28262-4333