



EXHIBIT A

**Brighthouse Shield Level SelectSM 6-Year
Brighthouse Shield Level SelectSM 3-Year**

Brighthouse Life Insurance Company

Effective July 24, 2017

This Addendum is attached to and made part of Broker Dealer and General Agent Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail^{2,4} (in CDSC Period)³</u>	<u>Trail^{2,4} (after CDSC Period)³</u>
Brighthouse Shield Level SelectSM 6-Year BLIC CUSIP: 10922M816	0 – 79	A	6.00%	N/A	N/A
		B	3.00%	0.50%	0.50%
		C	1.00%	1.00%	1.00%
	80 – 85	A	3.00%	N/A	N/A
		B	1.50%	0.25%	0.25%
		C	0.50%	0.50%	0.50%
Brighthouse Shield Level SelectSM 3-Year BLIC CUSIP: 10922M808	0 – 79	A	3.00%	N/A	1.00%
		B	1.00%	1.00%	1.00%
	80 – 85	A	1.50%	N/A	0.50%
		B	0.50%	0.50%	0.50%

¹ Calculated with respect to any Contract as a percentage of Purchase Payment received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter following the first anniversary of the effective date of the contract, or following the third anniversary of the Effective Date of the contract for the Brighthouse Shield Level SelectSM 3-Year Option A. The quarterly amount of the trail shall be one-fourth of the annual rate shown above applied of the Account Value.

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

⁴ Trail compensation is based on the age of oldest owner upon contract Effective Date.

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

Compensation for Contracts

Compensation shall be paid on a Contract by Contract basis for each Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding “chargebacks” shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within six months after receipt of the purchase payment under a Contract, the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor one-hundred percent (100%) of the compensation paid with respect to the purchase payment received. If within seven to twelve months after receipt of the purchase payment the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation paid with respect to the purchase payments received.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments withdrawn or distributed. If within seven to twelve months after receipt of a purchase payment under a contract, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor’s other rights under the Agreement.



EXHIBIT A

**Brighthouse Shield Level SelectorSM
Brighthouse Shield Level SelectorSM 3-Year**

Brighthouse Life Insurance Company

Effective August 7, 2017

Products Available for Service Only

This Addendum is attached to and made part of Broker Dealer and General Agent Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail^{2, 4} (in CDSC Period)³</u>	<u>Trail^{2, 4} (after CDSC Period)³</u>
Brighthouse Shield Level SelectorSM For applications received on and after 1/1/2014	0 – 79	A	6.00%	N/A	N/A
		B	3.00%	0.50%	0.50%
		C	1.00%	1.00%	1.00%
	80 – 85	A	3.00%	N/A	N/A
		B	1.50%	0.25%	0.25%
		C	0.50%	0.50%	0.50%
Brighthouse Shield Level SelectorSM For applications received prior to 1/1/2014	0 – 79	A	5.00%	N/A	N/A
		B	3.00%	0.30%	0.30%
		C	1.00%	0.60%	0.60%
	80 – 85	A	2.50%	N/A	N/A
		B	1.50%	0.15%	0.15%
		C	0.50%	0.30%	0.30%
Brighthouse Shield Level SelectorSM 3-Year	0 – 79	A	3.00%	N/A	1.00%
		B	1.00%	1.00%	1.00%
	80 – 85	A	1.50%	N/A	0.50%
		B	0.50%	0.50%	0.50%

¹ Calculated with respect to any Contract as a percentage of Purchase Payment received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter following the first anniversary of the effective date of the contract, or following the third anniversary of the Effective Date of the contract for the Brighthouse Shield Level SelectorSM 3-Year Option A. The quarterly amount of the trail shall be one-fourth of the annual rate shown above applied of the Account Value.

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

⁴ Trail compensation is based on the age of the oldest owner upon contract Effective Date.

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

Compensation for Contracts

Compensation shall be paid on a Contract by Contract basis for each Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding “chargebacks” shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within six months after receipt of the purchase payment under a Contract, the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor one-hundred percent (100%) of the compensation paid with respect to the purchase payment received. If within seven to twelve months after receipt of the purchase payment the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation paid with respect to the purchase payments received.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments withdrawn or distributed. If within seven to twelve months after receipt of a purchase payment under a contract, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor’s other rights under the Agreement.



EXHIBIT A

**Brighthouse Shield Level SelectorSM
Brighthouse Shield Level SelectorSM 3-Year**

Brighthouse Life Insurance Company

Effective March 6, 2017

This Addendum is attached to and made part of Broker Dealer and General Agent Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² (in CDSC Period)³</u>	<u>Trail² (after CDSC Period)³</u>
Brighthouse Shield Level SelectorSM For applications received on and after 1/1/2014	0 – 79	A	6.00%	N/A	N/A
		B	3.00%	0.50%	0.50%
		C	1.00%	1.00%	1.00%
	80 – 85	A	3.00%	N/A	N/A
		B	1.50%	0.25%	0.25%
		C	0.50%	0.50%	0.50%
Brighthouse Shield Level SelectorSM For applications received prior to 1/1/2014	0 – 79	A	5.00%	N/A	N/A
		B	3.00%	0.30%	0.30%
		C	1.00%	0.60%	0.60%
	80 – 85	A	2.50%	N/A	N/A
		B	1.50%	0.15%	0.15%
		C	0.50%	0.30%	0.30%
Brighthouse Shield Level SelectorSM 3-Year	0 – 79	A	3.00%	N/A	1.00%
		B	1.00%	1.00%	1.00%
	80 – 85	A	1.50%	N/A	0.50%
		B	0.50%	0.50%	0.50%

¹ Calculated with respect to any Contract as a percentage of Purchase Payment received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter following the first anniversary of the effective date of the contract, or following the third anniversary of the Effective Date of the contract for the Brighthouse Shield Level SelectorSM 3-Year Option A. The quarterly amount of the trail shall be one-fourth of the annual rate shown above applied of the Account Value.

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

Compensation for Contracts

Compensation shall be paid on a Contract by Contract basis for each Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding "chargebacks" shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within six months after receipt of the purchase payment under a Contract, the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor one-hundred percent (100%) of the compensation paid with respect to the purchase payment received. If within seven to twelve months after receipt of the purchase payment the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation paid with respect to the purchase payments received.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments withdrawn or distributed. If within seven to twelve months after receipt of a purchase payment under a contract, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor's other rights under the Agreement.



EXHIBIT A

Brighthouse Life Insurance Company

Effective March 6, 2017

This Addendum is attached to and made part of Broker Dealer and General Agent Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

Products Available for New Sales

<u>Contract</u>	<u>Policy Form</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² (in CDSC Period)³</u>	<u>Trail² (After CDSC Period)³</u>
Series VA For applications received on and after 5/2/2011	8010	0 – 79	A	7.00%	N/A	N/A
			B	5.00%	0.25%	1.00%
			C	2.00%	1.00%	1.00%
		80 – 85	A	3.50%	N/A	N/A
			B	2.50%	0.25%	1.00%
			C	1.00%	1.00%	1.00%
		86 – 90	A	1.75%	N/A	N/A
			B	1.25%	0.25%	1.00%
			C	0.50%	1.00%	1.00%
Series VA For applications received prior to 5/2/2011	8010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	1.00%
			C	2.00%	1.00%	1.00%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	1.00%
			C	1.00%	1.00%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	1.00%
			C	0.50%	1.00%	1.00%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.0625% or 0.25% (i.e. equivalent to 0.25%, 1.00% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such Contract

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

Compensation for Variable Contracts

Compensation shall be paid on a Contract by Contract basis for each Variable Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Variable Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding “chargebacks” shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor’s other rights under the Agreement.



EXHIBIT A

Brighthouse Life Insurance Company

Effective March 6, 2017

Products Available for Service Only

This Addendum is attached to and made part of the Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Policy Form</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission</u> ¹	<u>Trail</u> ² <u>(in CDSC Period)</u> ³	<u>Trail</u> ² <u>(After CDSC Period)</u> ³
Series L For applications received on and after 4/29/2013	8010	0 – 79	A	5.00%	0.00%	1.00%
			B	2.75%	1.00%	1.00%
		80 – 85	A	2.50%	0.00%	1.00%
			B	1.40%	1.00%	1.00%
		86 – 90	A	1.25%	0.00%	1.00%
			B	0.70%	1.00%	1.00%
Series L For applications received 1/3/2012 to 4/28/2013	8010	0 – 79	A	4.50%	0.00%	1.00%
			B	2.50%	1.00%	1.00%
		80 – 85	A	2.25%	0.00%	1.00%
			B	1.25%	1.00%	1.00%
		86 – 90	A	1.15%	0.00%	1.00%
			B	0.65%	1.00%	1.00%
Series L For applications received 5/2/2011 to 1/2/2012	8010	0 – 79	A	6.00%	0.00%	1.00%
			B	3.50%	1.00%	1.00%
		80 – 85	A	3.00%	0.00%	1.00%
			B	1.75%	1.00%	1.00%
		86 – 90	A	1.50%	0.00%	1.00%
			B	0.90%	1.00%	1.00%
Series L For applications received prior to 5/2/2011	8010	0 – 79	A	2.00%	0.00%	1.00%
			B	2.00%	1.00%	1.00%
		80 – 85	A	1.00%	0.00%	1.00%
			B	1.00%	1.00%	1.00%
		86 – 90	A	0.50%	0.00%	1.00%
			B	0.50%	1.00%	1.00%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.250% (i.e. equivalent to 1.00% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such Contract (less purchase payments still subject to CDSC for the Series L – Option A).

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

<u>Contract</u>	<u>Policy Form</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission</u> ¹	<u>Trail² (in CDSC Period)</u> ³	<u>Trail² (After CDSC Period)</u> ³
PRISM VA	N/A	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	0.40%
			C	2.00%	1.00%	1.00%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	0.40%
			C	1.00%	1.00%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	0.40%
			C	0.50%	1.00%	1.00%
PRISM XC	8010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	1.00%
			C	1.25%	1.00%	1.00%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	1.00%
			C	0.63%	1.00%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	1.00%
			C	0.32%	1.00%	1.00%
PRISM L	N/A	0 – 79	B	2.00%	N/A	1.00%
			C	2.00%	1.00%	1.00%
		80 – 85	B	1.00%	N/A	1.00%
			C	1.00%	1.00%	1.00%
		86 – 90	B	0.50%	N/A	1.00%
			C	0.50%	1.00%	1.00%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.250% (i.e. equivalent to 1.00% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such.

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

<u>Contract</u>	<u>Policy Form</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² (in CDSC Period)³</u>	<u>Trail² (After CDSC Period)³</u>
Vintage XC	8010	0 – 80	A	2.00%	0.00%	0.00%
			B	2.00%	0.25%	0.50%
		81 – 85	A	1.00%	0.00%	0.00%
			B	1.00%	0.25%	0.50%
Vintage L	8010	0 – 80	A	2.00%	0.00%	1.00%
			B	2.00%	1.00%	1.00%
		81 – 85	A	1.00%	0.00%	1.00%
			B	1.00%	1.00%	1.00%
Series XTRA	8010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	1.00%
			C	1.25%	1.00%	1.00%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	1.00%
			C	0.63%	1.00%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	1.00%
			C	0.32%	1.00%	1.00%
Series XC	8010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	1.00 %
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	1.00%
Series C	8010	0 – 79	A	2.00%	1.25%	1.25%
		80 – 85	A	1.00%	1.25%	1.25%
		86 – 90	A	0.50%	1.25%	1.25%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be calculated and paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.0625%, 0.125%, 0.25% or 0.3125%, (i.e. equivalent to 0.25%, 0.50%, 1.00%, and 1.25% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such Contract (less purchase payments in prior 48 months for Vintage L – Option A).

³ The period during which a contingent deferred sales charge is applicable under the terms of the Contract.

<u>Contract</u>	<u>Policy</u>	<u>Age of Oldest</u>	<u>Purchase</u>	<u>Base</u>	<u>Trail²</u>	<u>Trail²</u>
<u>Simple</u>	<u>Form</u>	<u>Owner Upon</u>	<u>Payment Level</u>	<u>Commission¹</u>	<u>(in CDSC</u>	<u>(After CDSC</u>
<u>Solutions</u>		<u>Acceptance of</u>			<u>Period)³</u>	<u>Period)³</u>
		<u>Purchase Payment</u>				
Simple Solutions	8010	0 – 79	A	6.00%	N/A	N/A
			B	5.00%	0.20%	0.20%
			C	2.00%	0.65%	0.65%
		80 – 85	A	3.00%	N/A	N/A
			B	2.50%	0.20%	0.20%
			C	1.00%	0.65%	0.65%
		86 – 90	A	1.50%	N/A	N/A
			B	1.25%	0.20%	0.20%
			C	0.50%	0.65%	0.65%
Class B	7010	0 - 79	All	2.00%	0.25%	0.40%
		80 - 85	All	1.00%	0.25%	0.40%
		86 - 90	All	0.50%	0.25%	0.40%
Class A For applications received on and after 5/2/2011	7150	All	0 - 49,999	5.00%	0.25%	0.25%
			50 - 99,999	4.00%	0.25%	0.25%
			100 - 249,999	3.00%	0.25%	0.25%
			250 - 499,999	2.00%	0.25%	0.25%
			500 - 999,999	1.75%	0.25%	0.25%
			1,000,000 +	1.00%	0.25%	0.25%
Class A For applications received prior to 5/2/2011	7150	All	0 - 49,999	2.00%	0.25%	0.25%
			50 - 99,999	2.00%	0.25%	0.25%
			100 - 249,999	2.00%	0.25%	0.25%
			250 - 499,999	2.00%	0.25%	0.25%
			500 - 999,999	1.75%	0.25%	0.25%
			1,000,000 +	1.00%	0.25%	0.25%
Class AA	7010	0 - 79	A	2.00%	0.25%	0.25%
			B	2.00%	1.00%	1.00%
		80 - 85	A	1.00%	0.25%	0.25%
			B	1.00%	1.00%	1.00%
		86 - 90	A	0.50%	0.25%	0.25%
			B	0.50%	1.00%	1.00%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² For Class A and Class B, trail compensation will be calculated and paid on an annual basis on the contract anniversary, as a percentage of account value less purchase payments received in the prior twelve months under such Contract. For Class AA and Simple Solutions, trail compensation will be calculated and paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.05%, 0.0625%, 0.1625% or 0.25%, (i.e. equivalent to 0.20%, 0.25%, 0.65%, and 1.00% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such Contract.

³ The period during which a contingent deferred sales charge is applicable under the terms of the Contract.

<u>Contract</u>	<u>Policy Form</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Purchase Payment Level</u>	<u>Base Commission</u> ¹	<u>Trail</u> ² <u>(in CDSC Period)</u> ³	<u>Trail</u> ² <u>(After CDSC Period)</u> ³
Class VA	6010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	0.40%
			C	2.00%	1.00%	1.00%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	0.40%
			C	1.00%	1.00%	1.00%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	0.40%
			C	0.50%	1.00%	1.00%
Class XC	6010	0 – 79	A	2.00%	N/A	N/A
			B	2.00%	0.25%	0.40%
		80 – 85	A	1.00%	N/A	N/A
			B	1.00%	0.25%	0.40%
		86 – 90	A	0.50%	N/A	N/A
			B	0.50%	0.25%	0.40%
Class L	6010	0 – 79	A	2.00%	0.00%	1.00%
			B	2.00%	1.00%	1.00%
		80 – 85	A	1.00%	0.00%	1.00%
			B	1.00%	1.00%	1.00%
		86 – 90	A	0.50%	0.00%	1.00%
			B	0.50%	1.00%	1.00%
Class C	6010	0 – 79	A	2.00%	1.25%	1.25%
		80 – 85	A	1.00%	1.25%	1.25%
		86 – 90	A	0.50%	1.25%	1.25%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter, following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.0625%, 0.10%, 0.250%, or 0.3125% (i.e. equivalent to 0.25%, 0.40%, 1.00%, and 1.25% per annum respectively) of the Account Value less purchase payments received in the prior twelve months under such Contract (less purchase payments still subject to CDSC for the Class L – Option A).

³ The period during which a contingent deferred sales charge is applicable under the terms of the Contract.

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

Compensation for Variable Contracts

Compensation shall be paid on a Contract by Contract basis for each Variable Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Variable Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding "chargebacks" shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Other than as set forth above, if within the twelve months after receipt of a purchase payment under a Contract for Vintage XC, or Vintage L, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay to Distributor fifty percent (50%) of the compensation with respect to purchase payments withdrawn or distributed.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract for Series/Class C, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments withdrawn or distributed. If within seven to twelve months after receipt of a purchase payment under a contract for Series/Class C, a total withdrawal, partial withdrawal or distribution is processed, Broker Dealer and General Agent shall promptly repay Distributor seventy-five percent (75%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Other than as set forth above, if within six months after receipt of purchase payment under a Contract for the PRISM XC, Vintage XC, Series XTRA, or Series/Class XC the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments received. If within seven to twelve months after receipt of purchase payment the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay to Distributor seventy-five percent (75%) of the compensation paid with respect to purchase payments received.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor's other rights under the Agreement.



EXHIBIT A

Brighthouse Investment Portfolio ArchitectSM

Brighthouse Life Insurance Company

Effective March 6, 2017

Products Available for Service Only

This Exhibit is attached to and made part of the Broker and General Agent Sales Agreement by and among Life Company, Distributor, Broker and General Agent. This Exhibit supersedes and replaces all previous Compensation Schedules for Contracts identified in this Schedule.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² (in CDSC Period)³</u>	<u>Trail² (after CDSC Period)³</u>
Brighthouse Investment Portfolio ArchitectSM	A	5.25%	N/A	0.40%
	B	3.50%	0.50%	0.65%
	C	1.25%	1.00%	1.00%
Brighthouse Investment Portfolio ArchitectSM C-Share	C	1.25%	1.00%	1.00%

Any purchase payment that would cause total purchase payments across all Contracts issued by the Life Company and its affiliates with a connection to an Owner, Joint Owner, or Annuitant (if the Owner is a non-natural person) to exceed \$1,000,000, requires prior approval by the Life Company. Compensation paid on these Purchase Payments may be reduced.

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter following the first anniversary of the Effective Date of the contract. The quarterly amount of the trail shall be 0.100%, 0.125%, 0.1625, or 0.250% (i.e. equivalent to 0.40%, 0.50%, 0.65%, and 1.00% per annum respectively) of the Account Value, less purchase payments received in the twelve months prior to the date the trail is due.

³ The period during which a contingent deferred sale charge is applicable under the terms of the Contract.

Compensation for Contracts

Compensation shall be paid on a Contract by Contract basis for each Contract in accordance with either Option A, Option B or Option C, if applicable, attached hereto and made part hereof. General Agent shall elect to receive compensation in respect of any Contract in accordance with Option A, Option B or Option C if applicable at the time the application for such Contract is submitted to the Company. If no election is made at such time, General Agent will be deemed to have elected Option A in respect of such Contract.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding "chargebacks" shall apply in connection with the offer and sale of Contracts under the Agreement.

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract for the Brighthouse Investment Portfolio ArchitectSM a total withdrawal, partial withdrawal or distribution is processed, or the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay Distributor fifty percent (50%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Other than as set forth above, if within the six months after receipt of a purchase payment under a Contract for the Brighthouse Investment Portfolio ArchitectSM C-Share, a total withdrawal, partial withdrawal or distribution is processed, or the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay Distributor one-hundred percent (100%) of the compensation paid with respect to purchase payments withdrawn or distributed. If within seven to twelve months after receipt of a purchase payment under a contract for Brighthouse Investment Portfolio ArchitectSM C-Share, a total withdrawal, partial withdrawal or distribution is processed, or the Owner dies (either Owner in the case of a jointly owned annuity or Annuitant in the case of a non-natural owner), Broker Dealer and General Agent shall promptly repay Distributor seventy-five percent (75%) of the compensation paid with respect to purchase payments withdrawn or distributed.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor's other rights under the Agreement.



EXHIBIT A

Brighthouse Life Insurance Company

Effective March 6, 2017

Products Available for Service Only

This Addendum is attached to and made part of Broker Dealer and General Agent Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² Year 2-5</u>	<u>Trail² Years 6+</u>
COVA VA	0-80	A	4.70%	0.25%	0.40%
	81-85	A	2.50%	0.25%	0.40%
Destiny Select VA	0-80	A	4.70%	0.20%	0.55%
	81-85	A	2.50%	0.25%	0.25%
Firststar Summit VA	0-80	A	5.30%	0.20%	0.20%
	81-85	A	2.50%	0.20%	0.20%
Premier Advisor VA	0-80	A	6.00%	0%	0%
	0-80	B	5.10%	0.25%	0.25%
	81-85	A	2.75%	0%	0%
	81-85	B	2.50%	0.25%	0.25%
Prevail VA	0-80	A	6.00%	0%	0%
	81-85	A	2.75%	0%	0%
COVA VA Series A	Breakpoint				
	\$0 - 50,000		5.00%	0.25%	0.25%
	\$50,000 - 99,999		3.75%	0.25%	0.25%
	\$100,000 – 249,999		2.75%	0.25%	0.25%
	\$250,000 – 499,999		2.00%	0.25%	0.25%
	\$500,000 – 999,999		1.60%	0.25%	0.25%
\$1,000,000 – and over		1.00%	0.25%	0.25%	

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation, if applicable, will be calculated and paid on an annual basis on the contract anniversary

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>	<u>Trail² Year 2-5</u>	<u>Trail² Years 6+</u>
Navigator VA	0-80	A	5.63%	0.25%	0.25%
	0-80	B	2.00%	1.00%	1.00%
	81-85	A	3.00%	.25%	.25%
	81-85	B	1.00%	1.00%	1.00%
Custom Select	0-80	A	5.75%	0.25%	0.25%
	0-80	B	2.00%	1.00%	1.00%
	81-85	A	3.00%	0.25%	0.25%
	81-85	B	1.00%	1.00%	1.00%
Russell Select VA	0-80	A	5.75%	0.25%	0.25%
	0-80	B	2.00%	1.00%	1.00%
	81-85	A	3.00%	0.25%	0.25%
	81-85	B	1.00%	1.00%	1.00%

1. In the event that the Distributor or Life Company refunds any purchase payment for any reason during the year following a purchase payment, the Broker-Dealer and Insurance Agent agree to return to the Distributor or Life Company or, in the absence of such return, the Distributor or Life Company will charge back to the recipient of the commission, one hundred percent (100%) of the commission if the refund takes place within the first six (6) months of receipt of the purchase payment or fifty percent (50%) of the commission if the refund takes place within the second six (6) months after receipt of the purchase payment.

Commissions will not be recaptured upon the death of the owner if death occurs within the first twelve (12) months of the contract issue date.

2. In the event that we are not notified of the death of a policy owner prior to the date of a trail commission being paid, we reserve the right to charge back one hundred percent (100%) of the trail commission at any time.
3. In the event a contract is transferred from one Insurance Agent to another, and the contract is surrendered during a charge back period, a commission charge back is assessed to the Insurance Agent who was paid the commission.
4. Once a variable annuity contract has been annuitized, no further trail commission will be paid. No charge back will be assessed on a trail commission earned prior to annuitization.

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

² Trail compensation will be paid quarterly at the end of each calendar quarter, beginning fifteen months from policy issue



EXHIBIT A

Brighthouse Life Insurance Company

Effective March 6, 2017

Products Available for Service Only

This Addendum is attached to and made part of Schedule I to the Sales Agreement by and among Life Company, Distributor, Broker Dealer and General Agent.

Compensation, other than trail compensation, will be paid in the percentages of purchase payments shown below:

<u>Contract</u>	<u>Age of Oldest Owner Upon Acceptance of Purchase Payment</u>	<u>Option</u>	<u>Base Commission¹</u>
<u>VARIABLE ANNUITY:</u>			
Investors Choice VA 135	0 - 80	A	5.40%
	81 - 85	A	4.05%
	86 +	A	2.70%
Capital Strategist PNC VA 135PB2	0 - 80	A	5.00%
	81 - 85	A	2.50%
	86 +	A	1.25%
136A00	0 - 80	A	5.00%
	81 - 85	A	2.50%
	86 +	A	1.25%
Flexible Premium Bonus VA 228	0 - 80	A	6.00%
	81 - 85	A	3.00%
	86 +	A	0.00%
Investors Choice VA 235 PB2	0 - 80	A	5.45%
	81 - 85	A	2.75%
	86 +	A	2.75%
Foresight VA 137	0 - 80	A	5.00%
	81 - 85	A	2.50%
	86 +	A	1.25%

¹ Calculated with respect to any Contract as a percentage of Purchase Payments received by the Company

Compensation for Variable Contracts

Compensation shall be paid on a Contract by Contract basis for each Variable Contract in accordance with Option A. General Agent shall elect to receive compensation in respect of any Variable Contract in accordance with Option A if applicable at the time the application for such Contract is submitted to the Company.

Compensation on Exchanges

Except as otherwise provided in this Compensation Schedule or as otherwise permitted by the Company, no compensation will be paid under the Agreement on a Contract if another insurance policy or annuity contract issued by Life Company or any affiliate thereof is surrendered or exchanged in order to purchase such Contract.

Return of Compensation in Specific Circumstances

The following rules regarding “chargebacks” shall apply in connection with the offer and sale of Contracts under the Agreement.

For Product 161, Product 170 Product 171, Product 371, and Product 571

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

If the time of such partial or full rescission, cancellation, surrender or termination (including upon death) is within the first twelve (12) months from the date of receipt of the purchase payment, the percentage of commission to be refunded to Brighthouse Life Insurance Company is 100%.

If the time of such partial or full rescission, cancellation, surrender or termination (including upon death) is during the months thirteen (13) through twenty-four (24) after the date of receipt of the purchase payment, the percentage of commission to be refunded to Brighthouse Life Insurance Company is 50%.

Products 127, Product 135, Product 137, Product 147, Product 148, Product 149, Product 150, Product 157, Product 158, Product 258, Product 358, and Product 558

In the event that a Purchase Payment is returned because Life Company rejects the applications for the Contract under which such Purchase Payment has been paid or because the Purchase Payment, or the related application, is not timely received by Life Company as required herein, or a refund is made because a purchaser exercises his or her free look right under a Contract, or Life Company or Distributor learns that information was omitted or falsified in an application or that there was any other abuse in connection with the sale of the Contract then, in any such event, upon request from Distributor, Broker Dealer and General Agent shall promptly repay to Distributor any and all compensation received by Broker Dealer and General Agent, based on all Purchase Payments paid into the Contract, and shall pay any loss incurred as a result of a Purchase Payment being returned which was not timely received or for which an application was not timely received by Life Company.

If the time of such partial or full rescission, cancellation, surrender or termination (including upon death) is within the first six (6) months from the date of receipt of the purchase payment, the percentage of commission to be refunded to Brighthouse Life Insurance Company is 100%.

If the time of such partial or full rescission, cancellation, surrender or termination (including upon death) is during the months seven (7) through twelve (12) after the date of receipt of the purchase payment, the percentage of commission to be refunded to Brighthouse Life Insurance Company is 50%.

Distributor shall have the right to collect from Broker Dealer and General Agent or to withhold from future payments of compensation due to Broker Dealer or General Agent under the Agreement an amount equal to any reduction in compensation effected by the Compensation Schedule, to the extent permitted by applicable law; provided however, that this option on the part of Distributor shall not prevent Distributor from pursuing any other means or remedies available to recover such compensation. For purposes of this Compensation Schedule, the payment of a death benefit pursuant to the terms of a Contract shall not be deemed a withdrawal or rescission by a purchaser.

The provisions of this Compensation Schedule are not intended to impose any repayment obligations with respect to asset-based sales compensation of any kind paid to Broker Dealer or General Agent.

These recovery rules are in addition to Distributor’s other rights under the Agreement.



COMPENSATION ON ANNUITIZATION & CONTROLLED PAYOUT PLAN

Compensation will be paid under the following conditions in the event that an annuity contract(s) offered or serviced under this agreement issued by above described insurers is fully annuitized in circumstances where the Broker Dealer and General Agency is the broker of record for such Contract.

Subject to the conditions stated below, compensation will be paid in accordance with the following schedule, and compensation will be determined based on the account value at the annuity date:

Schedule of Commissions

Length of Payout (Years)	Base Commission
0 – 5 Period Certain	2.50%
6 – 9 Period Certain	3.00%
10 Years or more Period Certain or Life Contingent	4.00%

Fixed Products

- Full compensation will only be due in the event that the contract is annuitized during the 30 day renewal window for bullet SPDAs (yrs 1,3,5,7,10), and after the surrender charge period (7 yrs) for annual renewable SPDAs.
- Full compensation will only be due in the event that the date of annuitization is greater than 72 months after the contract issue for FPDAs; if the date of annuitization is greater than twenty-four (24) months, but less than seventy-two (72) months after the contract issue date, the above Schedule of Commission will be reduced by fifty percent (50%). Compensation will not be due in the event the date of annuitization is less than twenty-four months after the contract issue date. Additionally, Compensation will not be due on the value of any subsequent premium payments made in the twelve (12) months prior to annuitization.
- If the date of annuitization is within twelve (12) months of the contract issue date, a chargeback will be made of one hundred percent (100%) of the difference between the commission paid on the contract issue date and the annuitization commission. If the contract is annuitized due to the death of the Owner, a full commission will be paid without adjustment.

Variable Products

- Full compensation will only be due in the event that the date of annuitization is greater than sixty (60) months after the contract issue date; if the date of annuitization is greater than twelve (12) months, but less than sixty (60) months after the contract issue date, the above Schedule of Commission will be reduced by fifty percent (50%). If the date of annuitization is within twelve (12) months of the contract issue date, a chargeback will be made of one hundred percent (100%) of the difference between the commission paid on the contract issue date and the annuitization commission; if the contract is annuitized due to the death of the Owner, a full commission will be paid without adjustment.
- No compensation will be earned on an annuitization made in accordance with a guaranteed minimum income benefit under a contract.