

## Contracting Instructions for Organizations

### Recruiter may mail, e-mail or fax completed forms to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922  
Email: submitproducerdocs@athene.com

### Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

### Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

### Contact us:

Agency Services – Tel: 888 266 8489

### ORGANIZATION (when Principal **is not** currently contracted with Athene)

- 2 Transmittal Forms (Form 19415 - to be completed by Recruiter)
  - One for the Independent Producer with the Organization listed as the Next in Hierarchy
  - One for the Organization
- Contract Appointment Application (Form 19398)
  - Electronic Signature Verification Form is required if form is completed through one of the approved e-contracting vendors
- Signed and Dated Independent Producer Contract (Form 19375)
- Signed and Dated Organization Independent Producer Contract (Form 19819)
- Authorization for Direct Deposit (ACH Credits) (Form 14216)
  - Voided check with valid check number or bank letter must be attached. **Starter/Convenience Checks, Deposit Slips, Direct Deposit Forms, or the like are not accepted for Checking or Savings accounts.**
- W9 (to be completed for the Organization)
- Corporate Resolution or List of Authorized Signers (acceptable documentation as follows)
  - A corporate action, board minutes, or a legal document that has been voted on at a meeting of the board of directors for a corporation.
  - A list of individuals who are authorized to sign on behalf of the organization, which must be submitted on company letterhead and signed & dated by the organization's principal.

### ORGANIZATION (when Principal **is** currently contracted with Athene)

- 2 Transmittal Forms (Form 19415 - to be completed by Recruiter)
  - One for the Independent Producer with the Organization listed as the Next in Hierarchy
  - One for the Organization
- Contract Appointment Application (Form 19398)
  - Section 5 and Section 6 are NOT required when the principal is already active
  - Electronic Signature Verification Form is required if form is completed through one of the approved e-contracting vendors
- Signed and Dated Organization Independent Producer Contract (Form 19819)
- Authorization for Direct Deposit (ACH Credits) (Form 14216)
  - Voided check with valid check number or bank letter must be attached. **Starter/Convenience Checks, Deposit Slips, Direct Deposit Forms, or the like are not accepted for Checking or Savings accounts.**
- W9 (to be completed for the Organization)
- Corporate Resolution or List of Authorized Signers (acceptable documentation as follows)
  - A corporate action, board minutes, or a legal document that has been voted on at a meeting of the board of directors for a corporation.
  - A list of individuals who are authorized to sign on behalf of the organization, which must be submitted on company letterhead and signed & dated by the organization's principal.

### OPTIONAL DOCUMENTS

- Beneficiary Form (Form 14226)

**Return all completed paperwork to your recruiter. Your recruiter will then forward your paperwork to Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York for contracting.**



\* 2 1 3 5 9 0 3 1 8 0 1 \*

# Contract Appointment Application and Agreement



www.atheneannuity.com

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Pearl River, NY 10965

**NOTE: \* Required Field**

**All applicable sections must be signed and dated**

**1. NEW BUSINESS**

**New business pending or new business submitted with this request**

Applicant's Name	State of Sale	Date of Application / /
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**2. CONTRACT TYPE (Required)**

- Individual** - complete all sections except 4
- Individual selling through a firm that has executed the Master Selling Agreement with Athene**  
Complete all sections except 4 & 5. Section 6 does not need to be completed if firm has an exclusion per Master Selling Agreement
- Organization (when principal is not currently contracted with Athene)** - Complete all sections
- Organization (when principal is currently contracted with Athene)** - Complete Sections 3, 4, 7, and 8

**3. PRODUCER OR PRINCIPAL OFFICER FOR ORGANIZATION (NOTE: \* = Required field)**

To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. What this means for you: we will ask for your name, relationship, date of birth, Social Security Number/ Tax Identification Number and physical address that will allow us to identify you. We may also ask to see your driver's license or another form of photo identification.

* Last Name	* First Name	Middle Init.
Former Name(s)	* Date of Birth / /	* Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
* Social Security Number ____ - ____ - _____	* CRD	NPN
* Home Address (Physical Address required / P.O. Boxes not accepted)		
* City	* State	* Zip Code
* Business Address		
* City	* State	* Zip Code
Residence Phone	* Business Phone	* Fax
* E-mail Address		



\* 1 9 3 9 8 0 3 1 8 0 1 \*

# Contract Appointment Application and Agreement



## 4. ORGANIZATION CONTRACT – Organization must hold and maintain an active resident license

This section must be completed by the principal of an organization when both the organization and principal are being contracted. By signing this contract as principal, you agree to place taxing liability on the organization. Do not complete this section if you are a producer electing to pay your commissions to an organization on behalf of which you are not authorized to sign, as confirmed by a Corporate Resolution or List of Authorized Signers.

* Organization Name:		* Tax ID Number:	
* Business Address			
* City	* State	* Zip Code	
* Did you attach a Corporate Resolution or List of Authorized Signers? <input type="checkbox"/> Yes <input type="checkbox"/> No We will be unable to process your request if this is not submitted or currently on file.			

**5. ERRORS & OMISSIONS COVERAGE - Errors & Omissions certificate not required.** If a certificate is submitted, the producer’s name must be listed as a covered individual

### Producer Coverage

*E&O coverage carrier	*Policy #	*Expiration Date
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NOTE: You are required to maintain Errors & Omissions (E&O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time.

## 6. QUESTIONNAIRE - (SECTION NOT REQUIRED IF FIRM HAS EXCLUSION PER MASTER SELLING AGREEMENT)

**Respond to all questions for you personally, in the capacity as the Principal of the organization, and on behalf of any organization over which you have exercised or currently exercise control. If you answer “yes” to any questions (d) through (k), then you must attach an explanation and related documents (e.g. orders, settlement agreements, Sec. 1033 waiver, etc.).**

- a. Have you ever applied for a contract with any of the Athene (or predecessor) companies? . . . . .  Yes     No  
 If Yes, then list the Athene companies and producer codes:
- b. Have you completed the required anti-money laundering training program? . . . . .  Yes     No  
 Proof of completed training course (if other than LIMRA) must be provided.
- c. Do you hold a securities license? . . . . .  Yes     No  
 If Yes, who is your broker/dealer:  CRD#
- d. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for noncompliance with continuing ed. or renewal fee requirements) . . . . .  Yes     No
- e. Have you or any business in which you are or were an producer, owner, partner, officer, or director had a complaint filed, a regulatory inquiry/investigation, administrative proceeding, an arbitration, or been fined or sued by an insurance department, NASD/FINRA, state securities office, attorney general or any other regulatory organization? . . . . .  Yes     No
- f. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? . . . . .  Yes     No



# Contract Appointment Application and Agreement



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## 6. QUESTIONNAIRE (continued)

- g. Are you presently involved in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you? . . . . .  Yes  No
- h. Are you currently charged with or have you ever been convicted of, pled no contest (nolo contendere) to, received a suspended sentence or been put on probation for any crime, including any driving offenses other than a speeding ticket? . . . . .  Yes  No

An affirmative answer to the above question does not necessarily mean a denial of your request for appointment with Athene Annuity and Life Company.

*\*If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*

If you answer yes to the above question, you must attach the pertinent items listed below to this application. Failure to do so may result in your request for appointment being denied.

- a) A written statement explaining the circumstances of each incident,
- b) A certified copy of the charging document, and
- c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgement.
- i. Even if disputed by you, do you have an outstanding negative balance with an insurance carrier or organization, or had any demand ever been made or judgment rendered against you for overdue monies by an insurer, insured or producer? . . . . .  Yes  No
- j. Have you ever been discharged from any employment or had any business in which you are or were an owner, partner, officer or director ever had an insurance organization contract or any other business relationship with an insurance company terminated other than for lack of production? . . . . .  Yes  No
- k. Have you or any business in which you were an producer, owner, partner, officer or director filed for bankruptcy in the last 7 years? . . . . .  Yes  No

**Note: Any post initial application for contracting adverse actions that may be taken against you in regard to questions (d) through (k) must be reported to the Athene Annuity and Life Company’s Legal Department within 5 days of such change.**



# Contract Appointment Application and Agreement



## 7. DECLARATION AND AUTHORIZATION

By my signature and date below, I acknowledge that I have read the attached copy of the Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of the Athene Annuity and Life Company. I am not appointed to represent the Athene Annuity and Life Company until and unless this Application is accepted by the company. Upon acceptance of my application, the Contract shall consist of this Application, the Producer Contract attached hereto, and any changes thereto the Athene Annuity and Life Company makes from time to time, as posted on the producer website or as Athene Annuity and Life Company may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 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.

Independent Producer Signature	Date / /
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\*Required for Organization Contracting

Organization Principal's Signature	Principal's Title	Date / /
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# Contract Appointment Application and Agreement



## 8. CONSUMER REPORT AUTHORIZATION

### Authorization and Release for Use of Consumer Reports

In making this application for a Producer Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline producer(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector One network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize the Company to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

### For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

Business Information Group	Vector One	NAIC
PO Box 541	PO Box 12368	2301 McGee Street, Suite 800
Southampton, PA 18966	Scottsdale, AZ 85267-2368	Kansas City, MO 64108-2662

in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.

Yes  No

I also authorize the Company to share with the Company affiliates and/or subsidiaries with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Company to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with, indebted to, or receiving commissions from the Company.

Signature of Producer		Date
		/ /
*Social Security Number	*Printed Name	
____ - ____ - _____		

\*Required for Organization Contracting

Organization's Principal Signature		Date
		/ /
*Printed Name	*Principal's Title	



# Independent Producer Contract



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**Contact us:**  
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Producer: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Contract is made by and between the Producer named above (“you” and “your”) and Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York (“we,” “our,” and “us”).

## 1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the commission schedules from time to time provided to you. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with the rules, policies, guidelines and operating procedures set out in our “Guide to Doing Business with Athene Insurance Companies” that we publish from time to time on the producer extranet website (as updated from time to time referred to as the “Guide”). You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting his/her/its insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or our practice. Under the Department of Labor Fiduciary Rule and relevant exemptions, Fiduciary Investment Advisers must act with the care, skill, prudence without regard to financial or other interests (Best Interest) of the investor. Investment Advice given by you, as an independent producer will not extend to us or obligate us to any standards created by your investment advice. You may not apply as an owner of any insurance contract on the life of a prospective customer, nor list yourself as beneficiary of any such contract, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that current contract interest rates, or any contract values based on current interest rates, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf.

## 2. Independent Contractor

You are an independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain provisions in the Guide with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. You are solely responsible for payment of any and all taxes, including federal and state income, FICA and Medicare taxes, on Compensation (defined below) or other benefits paid or furnished to you by us.

## 3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive Compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received Compensation from us (referred to as “your producers”). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers’ compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with the Guide.



#### **4. Company's Exclusive Authority**

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive, any of the terms or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may in our sole discretion:

- a. Modify or amend any insurance contract;
- b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c. Modify the conditions under which any insurance contract may be sold;
- d. Discontinue or withdraw any insurance contract from your state(s);
- e. Cease doing business in your state(s);
- f. Establish rules governing the Compensation to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g. Determine the amount of Compensation to be paid on insurance contracts not enumerated herein;
- h. Make charges for rejected, undelivered or reissued insurance contracts;
- i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

#### **5. License**

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

#### **6. Receiving Premiums**

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle contract owner premiums with your personal funds or with your Organization funds, and premium payments may not be remitted from personal or Organization accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

#### **7. Advertising**

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to the Guide.

#### **8. Delivery of Policies**

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

#### **9. Return of Premiums/Chargebacks**

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not entitled to Compensation with respect to any such insurance contract, and any such Compensation paid to you will become an indebtedness of you to us. Furthermore, you are not entitled to any Compensation with respect to any contracts or applications that are rejected, rescinded, declined, not taken, cancelled by us for any reason or on premiums returned to the owner at any time before or after issue of the contract for any reason and you will immediately refund to us any such Compensation upon our written demand.

#### **10. Other Company Policies, Procedures and Guidelines**

You are responsible for reviewing, understanding and complying with the Guide. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You acknowledge and agree to receive and review all applicable product, legal and compliance communications. You will abide by, and will ensure that all of your sub-producers abide by, the Guide and the requirements of federal and state laws and regulations. You acknowledge and agree that the Guide may be revised by us at any time and from time to time, in our sole discretion and without prior notice to you.

You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract. For New York Producers only, all records will be maintained in accordance with New York Insurance Regulation 152.





## 11. Privacy of Customer Information

We may from time to time provide you with certain non-public personal and protected health information (“Customer Information”) for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using Customer Information for any purpose other than to carry out your obligations under this Contract or as specifically authorized by the Company. Specifically, you shall: (i) keep all Customer Information strictly confidential; (ii) comply with all federal and state requirements regarding the protection and disclosure of Customer Information; (iii) maintain adequate privacy systems and safeguards to protect the confidentiality of Customer Information; and (iv) immediately report to us any use or disclosure of Customer Information not permitted by this Contract.

Reports of any use or disclosure of Customer Information not permitted by this Contract must be in writing and include, at minimum: (i) the nature of unauthorized use or disclosure; (ii) the Customer Information involved in the unauthorized use or disclosure; (iii) who made the unauthorized use or disclosure; (iv) what you have done or are doing to mitigate any deleterious effect of the unauthorized use or disclosure; (v) what corrective action you have taken to prevent future similar unauthorized use or disclosure; and (vi) any other information requested by us.

You shall require all of your employees, representatives or producers and third party service providers that receive or have access to Customer Information to agree to adhere to these same restrictions and conditions. In the event you receive information, including Customer Information, from us that you are not authorized to receive, you agree to notify us of such receipt, cease and desist any use of such information, and destroy it immediately.

## 12. Contract Non-Assignable

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to applicable state insurance laws and regulations and our prior security interest and right of set-off. All other rights under this Contract are personal to you and may not be transferred or assigned by you without our prior written consent.

## 13. Compensation

Commissions, trails and bonuses, if any, (“Compensation”) will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that in any event you will receive only the override on such sales. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a “zero comp” or “license only” arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We reserve the right to revise the commission or trail rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. We may also amend from time to time the terms and conditions for payment of Compensation as set forth on any commission schedule or supplement. We will give you notice of any such revision or amendment (including notice on our producer extranet). No such revision or amendment will reduce the commissions or trails payable to you on business sold by you or your producers prior to the effective date of the revision or amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner.

You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

## 14. Indemnity and Indebtedness/Right of Set-Off

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys’ fees and costs) as a result of any acts or omissions by you, your employees or your producers. This indemnity and hold harmless will extend to any debt to us that you, your employees or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed by you to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you by us and any of our affiliated insurance companies to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of set-off against any such compensation or any other monies payable or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 5.25% per year, as amended from time to time upon notice to you by us. This right of set-off will also apply to any compensation payable to you after termination of this contract.

## 15. Termination

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (natural person) contract or, if you are a partnership, LLP, LLC or corporation, upon any event legally or contractually



causing the dissolution of that organization. We may terminate this Contract "for cause" immediately upon written notice sent to your last known address. "For cause" shall include the following:

- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a contract owner or to an insured;
- b) you subject us to a liability;
- c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental Organization or body having jurisdiction over you or us, or with the Guide;
- d) you commit a material breach of this Contract;
- e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
- f) you fail to pay any indebtedness to us upon demand;
- g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty or breach of trust;
- h) you are, or become, not a duly licensed insurance producer;
- i) you engage directly or indirectly in any rebating in connection with the purchase of our insurance contracts; or
- j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause or, if the Contract is with a non-natural person, upon dissolution or bankruptcy of the organization no further Compensation will be payable hereunder. Except as otherwise provided, commissions and trails will be fully vested as premiums are applied. Upon termination with or without cause, no further bonus payments of any kind, if any, will be payable, and no other benefits, such as convention qualification or attendance, will be available, regardless of when earned. Supplies and all other property and materials, including marketing materials and company business cards, furnished by us must be returned to us within ten (10) days.

Following termination with or without cause, we may withhold any Compensation or other monies payable to you for a period not to exceed 365 days. If, after termination of this Contract, the amount of Compensation becoming payable to you over any consecutive six month period is less than \$50.00, all future Compensation payable to you will be forfeited and no further Compensation will be payable to you under this Contract.

The provisions of Paragraphs 9, 11, 14, 17 and 18 shall survive the termination of this Contract for any reason.

#### **16. Suspension**

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance Organization or department, the Financial Industry Regulatory Organization, or any other governmental or quasi-governmental organization. During the period of suspension, suspended producers may not take any action to solicit or procure applications for our products, directly or through producers, brokers or employees. Furthermore, during the period of suspension, suspended producers will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will continue for such period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

#### **17. Arbitration**

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator(s) shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

#### **18. Non Interference**

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, while this Contract is in force and for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any contract owner to lapse, exchange, surrender or otherwise terminate any contract, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be



liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

**19. Consent to Electronic Agreement & Notice**

In the event that you enter into this Contract by electronic means through our producer extranet website, you hereby agree and consent that this Contract shall be legally binding upon you and your heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our producer extranet website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

**20. Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our producer extranet website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract or waiving any right under this Contract, and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of our rights or privileges hereunder or affect our rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without giving effect to Iowa's conflicts of law principles. The parties agree that the federal courts located in, and the state courts of, Polk County, Iowa, will have jurisdiction and be the appropriate venue for any required judicial interpretation and enforcement of this Contract. As it has been interpreted by the New York Department of Financial Services (DFS) New York's record retention regulation, 11 NYCRR Part 243.2, requires insurers to include a provision in their contracts to the effect that records will be maintained in accordance with New York Insurance Regulation 152. We will need to include this in our contract.

This Contract is executed below and is effective upon the approval of the attached Application for Contract and execution by us.

<b>PRODUCER</b>	<b>ATHENE REPRESENTATIVE</b>
Contracting Company <input type="checkbox"/> Athene Annuity and Life Company <input type="checkbox"/> Athene Annuity & Life Assurance Company of New York	Contracting Company <input type="checkbox"/> Athene Annuity and Life Company <input type="checkbox"/> Athene Annuity & Life Assurance Company of New York
X:	X:
Printed Name:	Printed Name:



# Organization Independent Producer Contract



**Recruiter may mail, e-mail or fax completed forms to:**  
P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922  
Email: submitproducerdocs@athene.com

**Athene Annuity and Life Company**  
7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

**Athene Annuity & Life Assurance Company of New York**  
Pearl River, NY 10965

**Contact us:**  
Agency Services – Tel: 888 266 8489

Legal Name of Organization: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Contract is made by and between the Producer named above (“you” and “your”) and Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York (“we,” “our,” and “us”).

## 1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the commission schedules from time to time provided to you. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with the rules, policies, guidelines and operating procedures set out in our “Guide to Doing Business with Athene Insurance Companies” that we publish from time to time on the producer extranet website (as updated from time to time referred to as the “Guide”). You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting his/her/its insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or our practice. Under the Department of Labor Fiduciary Rule and relevant exemptions, Fiduciary Investment Advisers must act with the care, skill, prudence without regard to financial or other interests (Best Interest) of the investor. Investment Advice given by you, as an independent producer will not extend to us or obligate us to any standards created by your investment advice. You may not apply as an owner of any insurance contract on the life of a prospective customer, nor list yourself as beneficiary of any such contract, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that current contract interest rates, or any contract values based on current interest rates, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf.

## 2. Independent Contractor

You are an independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain provisions in the Guide with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. You are solely responsible for payment of any and all taxes, including federal and state income, FICA and Medicare taxes, on Compensation (defined below) or other benefits paid or furnished to you by us.

## 3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive Compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received Compensation from us (referred to as “your producers”). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers’ compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with the Guide.



#### **4. Company's Exclusive Authority**

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive, any of the terms or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may in our sole discretion:

- a. Modify or amend any insurance contract;
- b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c. Modify the conditions under which any insurance contract may be sold;
- d. Discontinue or withdraw any insurance contract from your state(s);
- e. Cease doing business in your state(s);
- f. Establish rules governing the Compensation to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g. Determine the amount of Compensation to be paid on insurance contracts not enumerated herein;
- h. Make charges for rejected, undelivered or reissued insurance contracts;
- i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

#### **5. License**

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

#### **6. Receiving Premiums**

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle contract owner premiums with your personal funds or with your Organization funds, and premium payments may not be remitted from personal or Organization accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

#### **7. Advertising**

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to the Guide.

#### **8. Delivery of Policies**

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

#### **9. Return of Premiums/Chargebacks**

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not entitled to Compensation with respect to any such insurance contract, and any such Compensation paid to you will become an indebtedness of you to us. Furthermore, you are not entitled to any Compensation with respect to any contracts or applications that are rejected, rescinded, declined, not taken, cancelled by us for any reason or on premiums returned to the owner at any time before or after issue of the contract for any reason and you will immediately refund to us any such Compensation upon our written demand.

#### **10. Other Company Policies, Procedures and Guidelines**

You are responsible for reviewing, understanding and complying with the Guide. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You acknowledge and agree to receive and review all applicable product, legal and compliance communications. You will abide by, and will ensure that all of your sub-producers abide by, the Guide and the requirements of federal and state laws and regulations. You acknowledge and agree that the Guide may be revised by us at any time and from time to time, in our sole discretion and without prior notice to you.

You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract. For New York Producers only, all records will be maintained in accordance with New York Insurance Regulation 152.



**11. Privacy of Customer Information**

We may from time to time provide you with certain non-public personal and protected health information (“Customer Information”) for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using Customer Information for any purpose other than to carry out your obligations under this Contract or as specifically authorized by the Company. Specifically, you shall: (i) keep all Customer Information strictly confidential; (ii) comply with all federal and state requirements regarding the protection and disclosure of Customer Information; (iii) maintain adequate privacy systems and safeguards to protect the confidentiality of Customer Information; and (iv) immediately report to us any use or disclosure of Customer Information not permitted by this Contract.

Reports of any use or disclosure of Customer Information not permitted by this Contract must be in writing and include, at minimum: (i) the nature of unauthorized use or disclosure; (ii) the Customer Information involved in the unauthorized use or disclosure; (iii) who made the unauthorized use or disclosure; (iv) what you have done or are doing to mitigate any deleterious effect of the unauthorized use or disclosure; (v) what corrective action you have taken to prevent future similar unauthorized use or disclosure; and (vi) any other information requested by us.

You shall require all of your employees, representatives or producers and third party service providers that receive or have access to Customer Information to agree to adhere to these same restrictions and conditions. In the event you receive information, including Customer Information, from us that you are not authorized to receive, you agree to notify us of such receipt, cease and desist any use of such information, and destroy it immediately.

**12. Contract Non-Assignable**

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to applicable state insurance laws and regulations and our prior security interest and right of set-off. All other rights under this Contract are personal to you and may not be transferred or assigned by you without our prior written consent.

**13. Compensation**

Commissions, trails and bonuses, if any, (“Compensation) will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that in any event you will receive only the override on such sales. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a “zero comp” or “license only” arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We reserve the right to revise the commission or trail rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. We may also amend from time to time the terms and conditions for payment of Compensation as set forth on any commission schedule or supplement. We will give you notice of any such revision or amendment (including notice on our producer extranet). No such revision or amendment will reduce the commissions or trails payable to you on business sold by you or your producers prior to the effective date of the revision or amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner.

You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

**14. Indemnity and Indebtedness/Right of Set-Off**

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys’ fees and costs) as a result of any acts or omissions by you, your employees or your producers. This indemnity and hold harmless will extend to any debt to us that you, your employees or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed by you to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you by us and any of our affiliated insurance companies to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of set-off against any such compensation or any other monies payable or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 5.25% per year, as amended from time to time upon notice to you by us. This right of set-off will also apply to any compensation payable to you after termination of this contract.

**15. Termination**

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (natural person) contract or, if you are a partnership, LLP, LLC or corporation, upon any event legally or contractually causing the dissolution of that organization. We may terminate this Contract “for cause” immediately upon written notice sent to your



last known address. "For cause" shall include the following:

- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a contract owner or to an insured;
- b) you subject us to a liability;
- c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental Organization or body having jurisdiction over you or us, or with the Guide;
- d) you commit a material breach of this Contract;
- e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
- f) you fail to pay any indebtedness to us upon demand;
- g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty or breach of trust;
- h) you are, or become, not a duly licensed insurance producer;
- i) you engage directly or indirectly in any rebating in connection with the purchase of our insurance contracts; or
- j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause or, if the Contract is with a non-natural person, upon dissolution or bankruptcy of the organization no further Compensation will be payable hereunder. Except as otherwise provided, commissions and trails will be fully vested as premiums are applied. Upon termination with or without cause, no further bonus payments of any kind, if any, will be payable, and no other benefits, such as convention qualification or attendance, will be available, regardless of when earned. Supplies and all other property and materials, including marketing materials and company business cards, furnished by us must be returned to us within ten (10) days.

Following termination with or without cause, we may withhold any Compensation or other monies payable to you for a period not to exceed 365 days. If, after termination of this Contract, the amount of Compensation becoming payable to you over any consecutive six month period is less than \$50.00, all future Compensation payable to you will be forfeited and no further Compensation will be payable to you under this Contract.

The provisions of Paragraphs 9, 11, 14, 17 and 18 shall survive the termination of this Contract for any reason.

## **16. Suspension**

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance Organization or department, the Financial Industry Regulatory Organization, or any other governmental or quasi-governmental organization. During the period of suspension, suspended producers may not take any action to solicit or procure applications for our products, directly or through producers, brokers or employees. Furthermore, during the period of suspension, suspended producers will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will continue for such period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

## **17. Arbitration**

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator(s) shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

## **18. Non Interference**

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, while this Contract is in force and for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any contract owner to lapse, exchange, surrender or otherwise terminate any contract, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are



also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

**19. Consent to Electronic Agreement & Notice**

In the event that you enter into this Contract by electronic means through our producer extranet website, you hereby agree and consent that this Contract shall be legally binding upon you and your heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logos. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our producer extranet website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

**20. Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our producer extranet website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract or waiving any right under this Contract, and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of our rights or privileges hereunder or affect our rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without giving effect to Iowa's conflicts of law principles. The parties agree that the federal courts located in, and the state courts of, Polk County, Iowa, will have jurisdiction and be the appropriate venue for any required judicial interpretation and enforcement of this Contract. As it has been interpreted by the New York Department of Financial Services (DFS) New York's record retention regulation, 11 NYCRR Part 243.2, requires insurers to include a provision in their contracts to the effect that records will be maintained in accordance with New York Insurance Regulation 152. We will need to include this in our contract.

This Contract is executed below and is effective upon the approval of the attached Application for Contract and execution by us.

ORGANIZATION - *All Fields Required	ATHENE REPRESENTATIVE
Contracting Company <input type="checkbox"/> Athene Annuity and Life Company <input type="checkbox"/> Athene Annuity & Life Assurance Company of New York	Contracting Company <input type="checkbox"/> Athene Annuity and Life Company <input type="checkbox"/> Athene Annuity & Life Assurance Company of New York
Legal Name of Organization:	X:
Principal's Signature:	Printed Name:
Principal's Printed Name:	
Principal's Title:	





# Authorization For Direct Deposits (ACH) (For Producer/Organization Use)



**Recruiter may mail, e-mail or fax completed forms to:**

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922  
Email: submitproducerdocs@athene.com

**Contact us:**

Agency Services – Tel: 888 266 8489

**Athene Annuity and Life Company**

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

**Athene Annuity & Life Assurance Company of New York**

Pearl River, NY 10965

## ACH CHECKLIST

**The following items are NOT ACCEPTED for Checking or Savings accounts: Starter/Convenience Checks, Deposit Slips, Direct Deposit Forms**

### A. To add a new or update an existing ACH for a contracted Producer or Organization:

Complete using these instructions when the contracted Producer or Organization's name is a match to the Bank Account Name, exactly as it appears on the voided check or bank letter

- Section 1 Completed with Producer or Organization's information- All fields required
- Section 2 Completed with the Producer or Organization's information exactly as it appears on the Voided Check
- Section 3 Not Applicable
- Section 4 Producer and/or Organization Principal's signature

### B. If the bank account is owned by a party other than the contracted producer, an Authorization to deposit to a Third Party Account (Section 3) must be completed by the bank account owner.

Complete using these instructions when the contracted Producer's name does not match the Bank Account Name, exactly as it appears on the Voided Check or Bank Letter

- Note: Taxing liability will remain with the contracted producer.

- Organizations are not eligible to direct proceeds to a Third Party Account. Meaning, a Bank Account which does not reflect the exact name of the Organization

- Section 1 Complete with Producer's information- All fields required
- Section 2 Complete with Account Name as it appears on the Voided Check
- Section 3 Complete with Account Name exactly as it appears on the Voided Check (DOB not required for a company)
- Section 4 Signed by both the Producer and bank account owner (individual or principal of the company)



# Authorization For Direct Deposits (ACH) (For Producer/Organization Use)



**Recruiter may mail, e-mail or fax completed forms to:**  
 P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922  
 Email: submitproducerdocs@athene.com

**Athene Annuity and Life Company**  
 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862  
**Athene Annuity & Life Assurance Company of New York**  
 Pearl River, NY 10965

**Contact us:**  
 Agency Services – Tel: 888 266 8489

## INSTRUCTIONS

This form is used to request direct deposit of your compensation into your bank account. Please provide all information requested on this form. Missing or incomplete information may delay the processing of your request.

- Attach a voided check with a valid check number, or a letter from the bank on bank letterhead, signed & dated by an authorized bank representative, with their title clearly indicated
- Starter/Convenience Checks, Deposit Slips, Direct Deposit Forms, or the like are not acceptable for Checking or Savings accounts
- Please see ACH Checklist for instructions on how to complete

**Note: The ACH information provided will be applied to all producer codes but will not cancel or change any grandfathered assignment of commissions currently in place.**

<b>Type of Request:</b>	<input type="checkbox"/> New Request	<input type="checkbox"/> Change Request
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## 1. REQUESTOR INFORMATION

To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. What this means for you: we will ask for your name, relationship, date of birth, Social Security Number/ Tax Identification Number and physical address that will allow us to identify you. We may also ask to see your driver's license or another form of photo identification.

Legal Name of Producer or Organization				
Social Security or Tax Identification Number	Date of Birth (mm/dd/yy) / /	Personal Phone ( ) -		
Mailing Address	City	State	Zip	Country
Street Address ( <b>REQUIRED</b> if mailing address is a PO Box)	City	State	Zip	Country
Email Address ( <b>REQUIRED</b> )	Company Contact (if applicable)			

## 2. BANK INFORMATION - If the Account Name does not match Section 1 exactly, complete Section 3

I (we) hereby authorize Athene to deposit payments as follows:

Account Name (exactly as it appears on the voided check):

Bank Name:

Routing /Transit / ABA Number (Bottom left of check):

Account Number (Bottom center of check):

Type of account:

Checking

Savings



\* 1 4 2 1 6 0 3 1 8 0 2 \*

# Authorization For Direct Deposits (ACH Credits) (For Producer/Organization Use)



## 2. BANK INFORMATION (continued)

Attach VOIDED check here.

**NOTE:** If your account does not have checks, please provide a letter from your bank on bank letterhead, signed by a bank officer, stating the bank account name, the ABA/Routing number used for direct deposits, the bank account number and type of account (Checking or Savings).

## 3. BANK ACCOUNT OWNER INFORMATION

To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. What this means for you: we will ask for your name, relationship, date of birth, Social Security Number/ Tax Identification Number and physical address that will allow us to identify you. We may also ask to see your driver's license or another form of photo identification.

**This section must be completed when the Account Name in Section 2 does not exactly match the legal name in Section 1. Both Producer and Bank Account Owner Signatures are required in Section 4.**

Full Name of Individual or Legal Name for Company (Must match voided check)		
Social Security or Tax Identification Number	Date of Birth (mm/dd/yy) / /	Relationship to Producer



# Authorization For Direct Deposits (ACH Credits) (For Producer/Organization Use)



## 4. YOUR CONFIRMATION

I acknowledge that:

- 1) This request is to remain in full force and effect until Athene has received written notification of termination in such time and in such manner as to afford Athene and the Depository a reasonable opportunity to act on the notification.
- 2) I authorize Athene to make interim payments by check to the address of record unless payments are currently being sent to an alternate address. If payments are currently being sent to an alternate address, I understand that the payment(s) will be mailed to that address until the direct deposit begins.
- 3) Funds will be released on the next cycle, once the minimum payment threshold is met and may take 2-3 business days to reach your account. This processing time is dependent on your bank.
- 4) If an electronic deposit is returned to us by the bank, we will reissue payment to you via check using your address of record and all future payments will be sent via check until new banking information is received.
- 5) If attached voided check is to an organization other than the producer, we will deposit into that account with tax liability going to the producer's Social Security Number.
- 6) If the Producer intends to assign to an organization, they must be LOA to that organization. Taxing liability will go to the organization.

Producer or Organization Principal's Signature	Date (mm/dd/yy) / /
Bank Account Owner's Signature (required when Section 3 has been completed)	Date (mm/dd/yy) / /



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); 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 (defined below); 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 cross out item 2 above 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Beneficiary Designation for Commissions



www.atheneannuity.com

**Recruiter may mail, e-mail or fax completed forms to:**

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922  
 Email: submitproducerdocs@athene.com

**Contact us:**

Agency Services – Tel: 888 266 8489

**Athene Annuity and Life Company**

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

**Athene Annuity & Life Assurance Company of New York**

Pearl River, NY 10965

**INSTRUCTIONS**

Have you ever wondered what would happen to your commissions from the sale of Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York policies that are payable after your death? The short answer is that your renewal income stream would become part of your estate.

This form can assist with settling your future estate matters by allowing you to designate a specific beneficiary (or beneficiaries) for your commissions or by changing a previous designation.

Since commissions may be payable for many years after your death, a specific designation as to who is to receive your future commission income avoids the need to keep your Estate open for a long period of time.

You will want to keep the following points in mind:

- Commissions earned but not paid prior to a person’s date of death are considered “income in respect of a decedent” or IRD by the Internal Revenue Service. IRD refers to those amounts to which a decedent was entitled as gross income, and which would have been included on the decedent’s income tax return, but death intervened before the decedent received the income. This means that if the commissions to be paid the producer while living are includable as income, then those commissions are income to a beneficiary after an producer’s death.
- A beneficiary who receives IRD will pay tax, at the beneficiary tax rate, on that income in the same manner as the decedent would have. Consequently, a beneficiary in a lower tax bracket may benefit more from receiving IRD than a beneficiary in a higher tax brackets.
- The recipient of IRD may be entitled to an income tax deduction for any estate taxes paid by an estate on an IRD item.
- If more than one person receives IRD of the same decedent, each recipient is entitled to only a proportional share of the income tax deduction.
- As with all estate planning issues, you should contact your own tax advisor to review your estate plan to assess the potential impact of designating a beneficiary for your Athene commissions.

**1. PRODUCER INFORMATION**

To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. What this means for you: we will ask for your name, relationship, date of birth, Social Security Number/ Tax Identification Number and physical address that will allow us to identify you. We may also ask to see your driver’s license or another form of photo identification.

Producer Name		Producer Code	Email Address		
Address		City	State	Zip	Country
Social Security Number	Date of Birth (mm/dd/yy) / /		Personal Phone ( ) -		



\* 1 4 2 2 6 0 3 1 8 0 1 \*

# Beneficiary Designation for Commissions

## 2. PRIMARY BENEFICIARY(IES) (Required Information - If this section is blank we will be unable to process your request.)

Individual, Trust or Company Name			Percentage %	
Date of Birth (mm/dd/yy) / /	Telephone Number	Relationship to Producer		
Street Address		City	State	Zip
Social Security Number/Tax Identification Number		<input type="checkbox"/> Distribute the proceeds per stirpes		

To list additional Primary Beneficiaries, please mark this checkbox and list the beneficiary information on a separate piece of paper. This page must include the producer code, be signed and dated by the producer, and labeled with the word "Attachment."

## 3. CONTINGENT BENEFICIARY(IES)

Individual, Trust or Company Name			Percentage %	
Date of Birth (mm/dd/yy) / /	Telephone Number	Relationship to Producer		
Street Address		City	State	Zip
Social Security Number/Tax Identification Number		<input type="checkbox"/> Distribute the proceeds per stirpes		

To list additional Contingent Beneficiaries, please mark this checkbox and list the beneficiary information on a separate piece of paper. This page must include the producer code, be signed and dated by the producer, and labeled with the word "Attachment."

## 4. YOUR CONFIRMATION

By signing below, I revoke all previous designations of beneficiaries and designate the following beneficiaries to receive, in the event of my death, all commissions accrued or accruing, payable under the provisions of any agency contracts and agreements between the undersigned and Athene Annuity and Life Company. This designation does not apply to amounts payable under any deferred compensation or similar plan that may be offered by the company.

I reserve the right to revoke or change this beneficiary designation. Any such revocation or change will be effective when recorded in the home office during my lifetime.

The interest of any beneficiary shall be subject to any indebtedness I owe to Athene Annuity and Life Company.

NOTE: This form must be received by the Company within 60 days of the signature date.

Producer Signature X	Producer Name (please print)	Date (mm/dd/yy) / /
Witness Signature X	Witness Name (please print)	Date (mm/dd/yy) / /



\* 1 4 2 2 6 0 3 1 8 0 2 \*