

## New Independent Producer Contract and Producer Application for Athene (formerly Aviva).

The Independent Producer Contract for Athene Annuity and Life Company (Athene IA, formerly Aviva)\* has been updated to version 3/14. The Producer Application has also been revised. Please begin using these materials for new agent contracts immediately.

Agents already contracted with Athene IA are not required to execute this version of the contract. However, those wishing to adopt it voluntarily can complete new paperwork using version 3/14 and forward it to Athene (formerly Aviva) for processing.

Effective **August 1, 2014**, Athene will only accept version 3/14 for new producer contract applications.

### Please be aware:

All commission payments under our new contract will be made via electronic funds transfer (EFT). Agents must complete the EFT form included in the contracting package in order to be set up for electronic payment.

### This process applies to:

All producers and distribution partners contracting with Athene Annuity and Life Company, West Des Moines, IA (Athene IA, formerly Aviva).\*

### Contact Us:

Questions? Contact us at: **888.266.8489 (Option 2 then 4)** or email [contracting@athene.com](mailto:contracting@athene.com).

### Important Note:

As we continue to integrate our businesses, please remember that Athene IA and Athene Annuity & Life Assurance Company, Wilmington, DE (Athene DE) continue to operate as separate companies and policies and procedures may vary.

\*Athene Annuity and Life Company, which was formerly known as Aviva Life and Annuity Company, is headquartered in West Des Moines, IA. Aviva Life and Annuity Company is in the process of a name change in every state except New York to Athene Annuity and Life Company, with a planned effective date of March 3, 2014. Athene Life Insurance Company of New York, formerly known as Aviva Life and Annuity Company of New York, is in the process of a name change in New York to Athene Life Insurance Company of New York, with a planned effective date of March 3, 2014.

**For Producer Use Only. Not to be used with the offer or sale of annuities.**



www.athene.com

**Athene Annuity and Life Company**

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

# Producer Contracting Instructions

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

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922

Email: Contracting@athene.com

**Contact us:**

Agency Services Support Center – Tel: 888 266 8489

Thank you for your interest in Athene Annuity and Life Company.

Please make sure the following forms have been completed before submitting to your recruiter.

Remember that the contracting process is not complete until all paperwork has been received and approved.

## REQUIRED DOCUMENTS

- Independent Producer Contract Appointment Application and Agreement (Form 61010)  
(Electronic Signature Verification Form is required if form is completed by one of the approved vendors)
- Signed Independent Producer Contract (Form 19375)
- Anti-Money Laundering Training Certification  
(Required for all vendors other than LIMRA.)
- State Specific Training Requirements (if applicable)
- Contract Transmittal Form (to be completed by Recruiter)
- Authorization for Direct Deposit (ACH Credits) (Form 14216)  
(Voided check must be attached. We will not accept deposit slips for checking or savings accounts. Automatic Deposit is required.)

## OPTIONAL DOCUMENTS

- Assignment of Commissions (if applicable) (Form 17966)  
(A W-9 must be attached for the entity to whom the commissions are being assigned.)
- Beneficiary Form (Form 14226)

**Return all paperwork to your recruiter. Your recruiter will then forward your paperwork to Athene Annuity and Life Company for contracting.**



\* 6 1 2 6 6 0 5 1 5 0 1 \*

Products	Option 1	Option 2		Option 3	
Athene Performance Elite® Series (includes Plus versions)	First Year	First Year	Monthly Trail	First Year	Monthly Trail
<b>Athene Performance Elite® 10</b>					
Ages 0 - 70	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 71 - 75	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 76 - 78	5.00%	3.00%	0.042%	1.40%	0.083%
<b>Athene Performance Elite® 10 Select</b>					
Ages 0 - 70	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 71 - 75	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 76 - 78	5.00%	3.00%	0.042%	1.40%	0.083%
<b>Athene Performance Elite® 10 Pro</b>					
Ages 0 - 70	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 71 - 75	7.00%	4.85%	0.042%	2.70%	0.083%
Ages 76 - 78	5.00%	3.00%	0.042%	1.40%	0.083%
<b>Athene Performance Elite® 15</b>					
Ages 0 - 70	7.50%	5.20%	0.042%	2.80%	0.083%
Ages 71 - 73	7.50%	5.20%	0.042%	2.80%	0.083%

\* Athene Performance Elite® Series: Option 2 and Option 3 trails pay monthly beginning with the 13th month.

Athene Ascent <sup>SM</sup> Series	First Year	First Year	Monthly Trail	
<b>Athene Ascent 5<sup>SM</sup></b>				
Ages 0 - 75	3.00%			
Ages 76 - 83	2.00%			
<b>Athene Ascent 10<sup>SM</sup></b>				
Ages 0 - 75	7.00%	3.75%	0.062%	
Ages 76 - 78	5.00%	2.75%	0.041%	
<b>Athene Ascent 10 Bonus<sup>SM</sup></b>				
Ages 0 - 75	7.00%	3.75%	0.062%	
Ages 76 - 78	5.00%	2.75%	0.041%	
<b>Athene Ascent 10 Bonus Select<sup>SM</sup></b>				
Ages 0 - 75	6.00%	2.75%	0.062%	
Ages 76 - 78	4.00%	2.00%	0.041%	
<b>Athene Ascent 10 Bonus Pro<sup>SM</sup></b>				
Ages 0 - 75	6.50%	3.40%	0.058%	
Ages 76 - 78	4.50%	2.40%	0.037%	

\* Athene Ascent<sup>SM</sup> Series: Option 2 trails pay monthly beginning with the 13th month.

**Check for state approvals and issue ages on agent website-Athene Connect under the section "Products, State Approvals." Click the appropriate product series and refer to the Annuity Rate pages for states and issue ages that may apply. Ages listed on this commission schedule are to illustrate commission age breaks only.**

Products	Option 1		Option 2		Option 3
ATHENE Benefit 10 <sup>SM</sup> Series	First Year	Renewal Trail	First Year	Quarterly Trail	
<b>ATHENE Benefit 10<sup>SM</sup></b>					
Ages 0 - 75	6.00%	1.00%	3.00%	0.25%	
Ages 76 - 78	3.50%	1.00%	1.75%	0.25%	
<b>ATHENE Benefit 10<sup>SM</sup> Pro</b>					
Ages 0 - 75	6.00%	1.00%	3.00%	0.25%	
Ages 76 - 78	3.50%	1.00%	1.75%	0.25%	
<b>ATHENE Benefit 10<sup>SM</sup> Select</b>					
Ages 0 - 75	6.00%	1.00%	3.00%	0.25%	
Ages 76 - 78	3.50%	1.00%	1.75%	0.25%	

\* ATHENE Benefit 10<sup>SM</sup> Series: Renewal Trail paid on accumulated value on first and second contract anniversaries.

\* Option 2 trails pay quarterly beginning with the 15th month.

Target Horizon Series	First Year	First Year	Monthly Trail	
<b>Target Horizon 5</b>				
Ages 0 - 75	3.00%			
Ages 76 - 80	2.00%			
Ages 81 - 83	2.00%			
<b>Target Horizon 10</b>				
Ages 0 - 75	7.00%	1.15%	0.075%	
Ages 76 - 78	5.00%	1.15%	0.075%	
<b>Target Horizon 10 Select</b>				
Ages 56 - 75	7.00%	1.15%	0.075%	
Ages 76 - 78	5.00%	1.15%	0.075%	
<b>Target Horizon 15</b>				
Ages 0 - 73	7.50%			

\* Target Horizon Series: Option 2 trails pay monthly beginning with the 13th month through year ten.

Income Preferred Series	First Year	Add Prem Years 2-5	First Year	Add Prem Years 2-5	Monthly Trail
<b>Income Preferred Ten</b>					
Ages 0 - 75	7.00%	3.50%	3.75%	1.88%	0.063%
Ages 76 - 78	5.00%	2.50%	2.75%	1.38%	0.042%
<b>Income Preferred Bonus</b>					
Ages 0 - 75	7.00%	3.50%	3.75%	1.88%	0.063%
Ages 76 - 78	5.00%	2.50%	2.75%	1.38%	0.042%
<b>Income Preferred Bonus S</b>					
Ages 0 - 75	6.00%	3.00%	2.75%	1.38%	0.063%
Ages 76 - 78	4.00%	2.00%	2.00%	1.00%	0.042%

\* Income Preferred Series: Option 2 trails pay monthly beginning with the 13th month.

<b>SPIA I</b>	<b>First Year</b>	
	3.00%	

**General Conditions**

- A. This Compensation Schedule applies only to sales of the above Athene Annuity and Life Company contracts. This Schedule may be revised, replaced, or withdrawn, in whole or in part, at any time by Athene Annuity and Life Company in its sole discretion, and any such revisions, replacements, or withdrawals are binding on all contracted parties.
- B. Consult Company's field publications (published electronically and/or by document) for product availability by state and agent contract type and to determine the current Athene Annuity and Life Company rules (in addition to those set out below) regarding commission adjustments including but not limited to exchanges and replacements. Commissions payable on premiums that result in Accumulated Values over \$1 million per annuitant are subject to individual review and may result in a reduction in commissions or payment of commissions in several installments over a period of time.
- C. Commissions are expressed as a percentage of premium and renewal commissions (if applicable) will be credited only in years where new premium is applied.
- D. Commission chargeback on withdrawals, surrender or death in the first contract year will be as follows:
- |               |      |                |     |
|---------------|------|----------------|-----|
| Months 1 - 6: | 100% | Months 7 - 12: | 50% |
|---------------|------|----------------|-----|
- Chargeback of commissions on death cases is calculated as of the date of death, not when notification is received. **Effective January 13, 2014:** Chargeback rules on death of Owner (or the Annuitant if Owner and Annuitant are different) in the first contract year do not apply to Spousal Assumptions (continuations) or Inherited IRA's. Chargeback rules will apply to contracts subsequent to a Spousal Assumption or becoming an Inherited IRA if withdrawals, surrender or death occur during the remainder of the first contract year.
- E. The commission option chosen should be indicated on every application if more than one option is available. Available options for each product are shown on the commission schedules with corresponding commission rates.
- F. Trails are earned by the writing agent only (will be paid to next up in hierarchy if writing agent is LO). Trails will be calculated using accumulated values on each monthiversary, quartiversary or anniversary (depending on the product series) multiplied by the rate shown in the Commission Schedule.
- G. If the annuitant and the joint annuitant ages are different then commissions will be based on the older age.
- H. Commissions, including renewals and trails, will not be paid on business written in the following states unless an active license is held for that state at time of contract issue: AL, FL, GA, MS, SC, VA and WV. This restriction applies to all parties in the hierarchy, including assignees. Failure to obtain a license within six months of the date compensation is otherwise payable will result in forfeiture of the compensation. This restriction has been imposed by the regulatory authorities in the several states. If the initial licensing requirement is met, the restriction does not apply to future payments of compensation.

# Independent Producer Contract Appointment Application and Agreement



www.athene.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: Contracting@athene.com

**Athene Annuity and Life Company**

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

**Contact us:**

Agency Services Support Center – Tel: 888 266 8489

**1. NEW BUSINESS**

**New business pending or submitting new business with this appointment application.**

Applicant's Name	State of Sale	Date of Application / /
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**2. AGENT INFORMATION** (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)	* Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
* Social Security Number _____ - _____ - _____	* Date of Birth / /	
* Home Address (Physical Address required / P.O. Boxes not accepted)		
* City	* State	* Zip Code
* Business Address		
Residence Phone	* Business Phone	* Fax
* E-mail Address	* National Producer Number (NPN#)	

**2. AGENT INFORMATION** (NOTE: \* = Required field) (continued)

**Contact Information**

For contracting questions, please contact:

Name	Phone #
Email Address	



# Independent Producer Contract Appointment Application and Agreement



### 3. ERRORS & OMISSIONS COVERAGE (Required for Appointment) (NOTE: \* = Required field)

(Errors & Omissions certificate not required if this section is completed.)

Provide 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.

### 4. QUESTIONNAIRE

**Respond to all questions for you personally 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 agent 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?  Yes  No  
(other than for noncompliance with continuing ed. or renewal fee requirements)

e. Have you or any business in which you are or were an agent, 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 agency?  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

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.



# Independent Producer Contract Appointment Application and Agreement



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## 4. QUESTIONNAIRE (continued)

- i. Even if disputed by you, do you have an outstanding negative balance with an insurance carrier or agency, 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 agency 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 agent, 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.**

## 5. DECLARATION AND AUTHORIZATION

By my signature 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 make from time to time, as posted on the agent 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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## 6. 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 agent(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





# Independent Producer Contract Appointment Application and Agreement



## 6. CONSUMER REPORT AUTHORIZATION (continued)

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	
_____ - _____ - _____		



# Independent Producer Contract



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

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Email: Contracting@athene.com

**Athene Annuity and Life Company**

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

**Contact us:**

Agency Services – Tel: 888 266 8489

Producer: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Contract is made by and between the Producer named above (“you” and “your”) and Athene Annuity and Life Company (“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. 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 agency funds, and premium payments may not be remitted from personal or agency 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 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.

## **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 agents 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 entity. 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 agency 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 agent;
- 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 entity 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 agency or department, the Financial Industry Regulatory Agency, or any other governmental or quasi-governmental entity. During the period of suspension, suspended agents may not take any action to solicit or procure applications for our products, directly or through agents, brokers or employees. Furthermore, during the period of suspension, suspended agents 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.

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 ANNUITY AND LIFE COMPANY</b>
X:	X:
Printed Name:	Printed Name:



# Assignment of Commissions



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

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

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

**Contact us:**

Agency Services Support Center – Tel: 888 266 8489

**INSTRUCTIONS**

Commissions are paid directly to you by default using ACH (Automatic Clearing House). Use this form to assign commissions to a business entity. Athene requires assignees to be set up on ACH to set up an Assignment of Commissions.

- 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.

**Note:** Certain states require any person or entity receiving compensation on sale of insurance products to be licensed in that state at the time of contract issue. Those states currently are AL, FL, GA, MS, SC, VA and WV.

<p><b>Default Option:</b>                  Commissions generate to your Social Security Number (SSN) and are paid directly to you by the bank listed on your ACH form (14216).                  a. You will receive a 1099Misc or W2.</p>	<p><b>Assignment of Commissions to a Business Entity:</b>                  Commissions generate to a business entity Tax Identification Number (TIN) and are paid to the business entity.                  a. By electing this option, you instruct Athene to assign all commissions AND tax liability to the business entity per the terms below.                  b. The business entity will receive a 1099Misc.</p>
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This form is effective for all annuity applications submitted by the Agent to Athene Annuity and Life Company (the "Company") beginning on the date this form is executed but not before the date the Company receives this form. Once Company takes receipt of this executed form, Agent and Company have created an agreement wherein Agent instructs Company to pay all commissions, including trails and bonuses, directly and solely to business entity. This assignment shall be subject to the terms and conditions of the Agent's contract. Agent specifically agrees that such payment will discharge Company's payment obligation as set out in the Agent's contract or any other payment contract.

This assignment will terminate under the following circumstances: (1) Company takes receipt of appropriate written notification from Agent requesting an assignee change combined with an explicit release of the assignment of commissions from the business entity rendering this agreement null and void; (2) Company takes receipt of appropriate written notification from Agent requesting an assignee change because business entity has ceased to exist; (3) Company, in its sole discretion, terminates this assignment; or (4) dissolution of assignee. In all circumstances, Agent and business entity agree to allow Company sufficient time to process the termination request.

Agent hereby irrevocably releases any and all interest in and to any commissions, including trails and bonuses, and hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any resulting payment of any such commissions, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action. The terms of this assignment shall be governed by, and construed in accordance with, the laws of the State of Iowa.

Please complete and send this form ONLY if you are choosing Assignment of Commissions to a Business Entity.

**Assignment of Commissions**

By signing this form, I certify that my title is current, accurate, and that I am authorized to act on behalf of the entity listed below.

Business Entity Name		Business Entity Contact Phone Number ( ) -		Tax Identification Number (TIN)	
Business Entity Address			Business Entity Contact E-Mail Address		
Business Entity Authorized Signature and Printed Name X				Date / /	
Business Entity Title (e.g., CEO, Owner, President, Principal)					
Agent Name (Please Print)			Agent Code (All codes affected are required to be listed)		
Agent Signature X				Date / /	



\* 1 7 9 6 6 0 5 1 5 0 1 \*

# Authorization For Direct Deposits (ACH) (For Agent/Agency 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: contracting@athene.com

**Athene Annuity and Life Company**

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

**Contact us:**

Agency Services – Tel: 888 266 8489

## ACH CHECKLIST

### To setup an Assignment or update an ACH for a Corporation/Entity:

\*Note: If an individual wishes to assign commissions to an entity they MUST complete an assignment of commissions form and W9. Taxing liability will go to the business entity.

- Section 1 Completed by Assignee Entity's Principal with Entity information
- Section 2 Completed by Assignee Entity's Principal with Entity bank information
- Section 3 Not Applicable
- Section 4 Signed by Assignee Entity's Principal

### To Add a new ACH or update an existing ACH for an individual Agent:

- Section 1 Complete with Agent's information- All sections required
- Section 2 Complete with Agent's information (must match Voided Check)
- Section 3 Not Applicable
- Section 4 Agent's signature

### To add an ACH to pay to an Individual or Entity other than the Agent:

\*Note: Taxing liability will remain with the agent.

- Section 1 Complete with Agent's information
- Section 2 Another individual or Entity (must match Voided Check)
- Section 3 Another individual or Entity (DOB not required for Entity)
- Section 4 Sign by both the agent AND other individual OR principal of Entity





# Authorization For Direct Deposits (ACH) (For Agent/Agency Use)



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Email: contracting@athene.com

**Athene Annuity and Life Company**

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

**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.
- Please see ACH Checklist for instructions on how to complete.

**Note: The ACH information provided will be applied to all agent codes but will not cancel or change any assignment of compensation 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.

Full Name of Individual or Legal Name for Company				
Social Security/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**

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

Account Name (as it appears on the account):

Bank Name:

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

Account Number (Bottom center of check):

Type of account:

Checking - Please include a voided check for the listed account.

Savings - Contingent upon receiving bank acceptance of funds.



Authorization For Direct Deposits (ACH Credits)  
(For Agent/Agency 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 owner name, the ABA/Routing number used for direct deposits, and the bank account type and number.

**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 by the bank account owner if different than the agent.  
Signature required on Page 3.**

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



# Authorization For Direct Deposits (ACH Credits) (For Agent/Agency 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 entity other than the agent, we will deposit into that account with tax liability going to the agent's Social Security Number.
- 6) If the Agent intends to assign to a business entity, the attached check must be for the business entity and an Assignment of Commissions Form must be completed; taxing liability will go to the business entity's Tax Identification Number.

Agent/Business Entity Representative Signature	Date (mm/dd/yy) / /
Bank Account Owner Signature (if different than agent)	Date (mm/dd/yy) / /



# Beneficiary Designation for Commissions



www.athene.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: Contracting@athene.com

**Athene Annuity and Life Company**

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

**Contact us:**

Agency Services Support Center – Tel: 888 266 8489

## INSTRUCTIONS

Have you ever wondered what would happen to your commissions from the sale of Athene Annuity and Life 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 agent while living are includable as income, then those commissions are income to a beneficiary after an agent’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. AGENT 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.

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



# Beneficiary Designation for Commissions



www.athene.com

## 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 Agent		
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 agent code, be signed and dated by the agent, 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 Agent		
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 agent code, be signed and dated by the agent, 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.

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



# Substitute Form W-9

## IMPORTANT TAX DOCUMENT Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Requester's name and address (optional)

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

Please list all account number(s) here if known

For Office Use only

Please print name and address below if different from the one printed on this form.

Name (as shown on your income tax return)

Business name, if different from above

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Check appropriate box:  Individual/Sole proprietor  Corporation  
 Partnership  Other  Exempt from backup withholding

### Part I Taxpayer Identification Number (TIN)

If you are not sure of what number you are to provide in this section, refer to the IRS instructions for form W9, which can be obtained from the IRS or your tax advisor.

Enter your TIN in the appropriate box. The TIN provided must match the name given above to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, you may need to refer to IRS instructions for form W9, as noted above. For other entities, it is your employer identification number (EIN). If you do not have a number, contact the IRS or your tax advisor.

Social security number  
| | | + | | | | | | | |

or

Employer identification number  
| | | + | | | | | | | |

**Note.** If the account is in more than one name, refer to IRS instructions for form W9, as noted above 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. person (including a U.S. resident alien).

**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 IRS instructions for form W9, which can be obtained from the IRS or your tax advisor)

Sign Here

Signature of U.S. person ▶

Date ▶

### Purpose of Form

Please be advised that we must provide information to the IRS regarding payments made to you during the year. In order for us to report the required information to the IRS, we need your Taxpayer Information Number (TIN). This is a Substitute Form W-9, the form we use to obtain TINs from our Policy Owners.

Please complete this W-9 form by filling in your name, your business's name (if required), your address, and your social security number or employer identification number in the appropriate spaces, if different from the pre-printed information. Also, please check the appropriate box to indicate your business's operating form. If you are a sole proprietor (i.e., if your business is not incorporated) you must provide your name as well as your business's name. If you are an LLC, please note that in the "Other" category. Please sign and date the form as well.

Please note, if you do not furnish us with the correct TIN, the IRS may subject you to a \$50 penalty as well as backup **withholding at the rate of 28% on any future payments we make to you.**

Please return the form to us at our address noted above within two weeks of receiving this form.

**DO NOT SEND THE COMPLETED FORM TO THE IRS.**

Thank you.