

New Agent Name: _____

Appointing Agent: _____

Appointing Agent Contracted? If **Yes**, give Agent Code # _____
If **No**, please attach contracts and license(s)

New Agent Commission Level: _____ State(s) to be licensed in: _____
(Attach license copies)

Anti-Money Laundering Training Requirements:

- AML training was completed through LIMRA on ____/____/____
- AML training was completed through an independent program, completion certificate is attached

Appointment Requirements:

- Complete and sign Producer Application For Appointment
- Complete and sign Annuity Suitability Requirements and Certification
- Complete and sign Consent & Authorization
- Complete and sign **BOTH COPIES** of Producer/Marketing Organization Agreement
- Sign and date Override Commission Requirements and Certification
- If requesting Assignment: Complete and sign Assignment of Commission form
- If requesting EFT:** Complete and sign EFT form and attach void check copy
- Attach current copy of Resident State Life License

Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice.

I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing.

I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original.

I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.



Agent Signature: _____ Date: ____/____/____

Please return to:
Oak Tree Brokerage
505 Carter Street
Bristol VA 24201
Ph: 276/591-1341 Fax: 276/591-1344
www.oaktreeus.com



PRODUCER APPLICATION FOR APPOINTMENT

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Ph: 1-855-428-4363 F: 1-864-609-3118

Application Submitted w/Appointment Form? [] Yes [] No App Sign State: _____ App Sign Date: _____
(App may be submitted with appointment request only in immediate states listed on attached state grid)
Commissions paid to: [] Individual [] Agency (Note: If commissions are paid to the Agency, the Agency must be appointed and attach an Assignment Form)

INDIVIDUAL APPLICANT OR PRINCIPAL OFFICER FOR AGENCY

Agent Name: _____
First, Middle, Last - As it appears on license
Date of Birth: _____ SSN: _____ E-mail: _____
Home Address: _____ City: _____ State: _____ Zip: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
(All correspondence will be mailed to this address.)
Home Phone: _____ Business Phone: _____ Fax: _____
Business Address: _____ City: _____ State: _____ Zip: _____

AGENCY INFORMATION (Complete this section if requesting Agency Appointment)

Agency Name: _____ Federal Tax ID #: _____
As it appears on license
Address: _____ City: _____ State: _____ Zip: _____
Business Phone: _____ Fax: _____
Licensing Contact E-mail: _____
Qualified Officer for Agency: _____

ADDITIONAL INFORMATION

Table with 3 columns: Question, YES, NO. Contains 3 rows of questions regarding criminal convictions and waivers.

		YES	NO
2.	<p>Have you or any business in which you are or were an agent, owner, partner, officer or director, ever been involved in or fined as a result of an administrative proceeding regarding any professional or occupational license, including but not limited to insurance and securities license?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement identifying the type of license and explaining the circumstances of each incident, b) A certified copy of the Notice of Hearing or other document that states the charges and allegations, and c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Even if disputed by you, do you have an outstanding negative balance with an insurance carrier or agency, or has any demand ever been made or judgement rendered against you for overdue monies by an insurer, insured or producer and have you been subject to a bankruptcy proceeding in the past seven years?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, type and location of bankruptcy along with a copy of bankruptcy discharge papers.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p> <p>If you answer yes, identify the jurisdiction(s): _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident, b) A certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Have you or 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?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an appointment with Athene Annuity & Life Assurance Company, and b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Have you completed Anti-Money Laundering (AML) training through LIMRA?</p> <p>If so, please enter the date of completion: _____</p> <p>(If you have not completed AML training through LIMRA, please refer to the "Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company" for a description of AML requirements including alternative training methods.)</p>	<input type="checkbox"/>	<input type="checkbox"/>

***Failure to include required supporting documentation will cause delays or denial of your request.**

I hereby certify that I have reviewed this Application for Appointment and that the information is true, correct and complete. **If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting the application or for termination of my appointment.** I have reviewed the "[Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company](#)" including the Contracting and Appointment standards and believe I meet the standards required by the Company. Athene Annuity & Life Assurance Company retains sole authority to terminate any appointments subject to applicable laws and regulations.

X _____ Date: _____

Name (Print): _____ SSN: _____



**ANNUITY SUITABILITY
REQUIREMENTS AND CERTIFICATION**

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Phone: 1-855-428-4363 Fax: 1-864-609-3118

In 2010, the National Association of Insurance Commissions (NAIC) adopted changes to the Suitability in Annuity Transactions Model Regulation (Model) to insure suitable annuity sales to consumers. The two primary provisions regarding producer training are outlined below:

1. The model requires any insurance producer who engages in the sale of annuity products to complete a one-time four (4) credit training course approved by the department of insurance and provided by an education provider approved by the department of insurance. You are responsible for completing this training and providing the Company with a certificate of completion based on the guidelines for each state you do business in.
2. In addition, an insurance producer may not solicit the sale of an annuity product unless the insurance producer is in compliance with the Company's standards for product training. The Company has developed a Product Specific Training slideshow and audio module to meet this requirement. You are responsible for obtaining this training from the Company's website at, www.libertylifeco.com/producer/doingbusiness at the time you submit contracting paperwork to Athene and prior to soliciting Athene products in all states that have adopted the NAIC Suitability in Annuity Transactions Model.

If you write business in a state, or states, that has set an effective date for the new model (NAIC states) you must complete both training components as required before soliciting business.

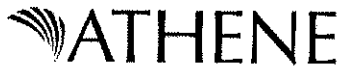
Please go to www.libertylifeco.com/producer/doingbusiness for a current list of effective states and dates.

Athene Annuity Product Specific Training

Athene Annuity Product Specific Training is required before soliciting Athene Annuity Products. You may complete the Athene Annuity Product Specific Training by going to the Product Specific Training module at, www.libertylifeco.com/producer/doingbusiness. The training module will record completion of the product training and report your completion to the Company. You may also print off a certificate of completion for your file.

X _____ Date: _____

Name (Print): _____ SSN: _____



CONSENT & AUTHORIZATION

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Ph: 1-855-428-4363 F: 1-864-609-3118

You have applied to Athene Annuity & Life Assurance Company for appointment to sell insurance as an agent or marketing organization ("Representative") or are currently under contract to sell insurance as a representative for Athene Annuity & Life Assurance Company. In connection with your appointment application, Athene Annuity & Life Assurance Company will obtain one or more consumer reports and/or investigative reports from a consumer-reporting agency for the purpose of evaluating you and your organization's qualifications for being appointed as a Representative with Athene Annuity & Life Assurance Company. Such report may contain information bearing on your credit worthiness, character, general reputation, and personal characteristics obtained from public records sources, references supplied by you, and interviews with your neighbors, friends, acquaintances and previous employers. Athene Annuity & Life Assurance Company may also access school, financial institution, National Insurance Producer Registry, law enforcement and other government agency records pertaining to you as an individual producer and/or principal of a marketing organization. You have the right to receive, upon written request, additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.

I understand that a consumer and/or investigative report will be obtained as described above, and authorize the release of such information to Athene Annuity & Life Assurance Company without restriction or qualification. Facsimile and photocopies of this authorization may be accepted with the same authority as the original, and I specifically waive any notice from any present or former employer who may provide information based on this authorization. I further authorize Athene Annuity & Life Assurance Company to use my social security number in its files pertaining to me for Income Tax and identification purposes.

These authorizations shall be valid until revoked in writing by the Applicant, or until the Applicant's appointment with Athene Annuity & Life Assurance Company is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through Athene Annuity & Life Assurance Company, whichever occurs first.

X _____ Date: _____

Name (Print): _____ SSN: _____



Name: _____	Address: _____
Check One: <input type="checkbox"/> Producer/Qualified Officer <input type="checkbox"/> Marketing Organization	

This agreement is between ATHENE ANNUITY & LIFE ASSURANCE COMPANY, a Delaware corporation (the "Company") and the above named producer or marketing organization ("You"). The parties agree as follows:

Authority. (a) The Company authorizes You to perform the following acts, provided they are performed in accordance with the Company's rules and procedures and applicable law:

- (1) solicit and submit applications for the insurance products set forth in the Commission Schedules to this agreement (the "Products"), provided You are licensed and appointed by the Company personally or through licensed and appointed agents as appropriate, to solicit the Products;
- (2) collect initial premium payments for Products solicited by You through checks (or other payment methods as prescribed by the Company) made payable to the Company;
- (3) promptly deliver contracts for Products ("Contracts") when all requirements for delivery as prescribed by the Company have been met;
- (4) service Contract owners; and
- (5) recruit and recommend licensed agents of good character for appointment with the Company.

(b) You may exercise this authority only in jurisdictions in which the Company is licensed to transact business, the Products are available, and You are licensed and appointed with the Company. The Company may appoint other agents in this same territory and has the right, either directly or through other agents, to sell, solicit or negotiate other products and services to customers whose policies were written by You. In all respects, Your relationship with the Company in Your performance of acts under this agreement is that of an independent contractor and not an employee. You have no power or authority to represent the Company other than as expressly granted by the Company in this agreement. You have no authority to and shall not attempt to:

- (1) alter, modify, waive or change any of the terms, rates, or conditions of the Company's policies contracts, or forms or extend the time for paying any premiums to the Company or bind the Company by making any promises about any policy benefits;
- (2) receive any money due or to become due to the Company, except in exchange for a printed receipt as authorized by the Company;
- (3) pay, offer, or permit any rebate of premium as an inducement to any person to purchase any Company product.

Duties. You shall fully comply with all applicable local, state, and federal laws, rules, and regulations governing Your activities under this agreement. When recommending agents for appointment with the Company, You shall inform the Company's producer services department of any complaints, fines, terminations for cause, and debit balances of which you are aware that concern the agent. When acting on behalf of the Company, You shall adhere to the terms, policies, and procedures set forth in the Company's publication, "Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company", which is hereby incorporated in this agreement and may be amended by the Company at any time. The Company will publish an updated version of that document on its website from time to time. It is Your responsibility to periodically check the Company's website for updates. You shall not advertise, create, use, or publish the Company's name, logos, trademarks, rates, products, or services without the Company's prior written consent. Your use of the Company's service marks, trademarks, and trade names does not confer a license or ownership rights to You. You shall not issue a press release regarding the parties' execution of this agreement, or otherwise publicize the parties' agreement, without the Company's prior written consent.

Compensation. (a) The Company shall pay You compensation in accordance with the Commission Schedules. The Company may revise the Commission Schedules at any time upon written notice to You. Any change to the Commission Schedules does not apply to Contracts effective before the effective date of the change. The commissions payable under this agreement are compensation in full for all services performed and all expenses incurred by You. The Company may charge back commissions received by You in accordance with the Commission Schedules. You shall repay to the Company unpaid chargebacks attributable to You and agents in your hierarchy in full upon demand by the Company.

In addition to any other available remedies, the Company may, without notice, apply any compensation payable to You against any debt owed by You to the Company whether related to this agreement or otherwise. The Company may charge interest up to the legal rate on any debt owed by You to the Company whether related to this agreement or otherwise. All payments toward a debt owed to the Company will be applied first to interest and then to principal. You shall pay all costs and expenses incurred by the Company in recovering any amount owed by You, including attorney's fees and court costs, if any. The amount of these costs and expenses are to be added to the principal balance of Your debt to the Company. The terms of this subsection are to survive termination of this agreement.

(b) No assignment of commissions or other compensation under this agreement is valid unless it is made in accordance with applicable state insurance laws and regulations and unless the Company authorizes and acknowledges it in writing. The Company assumes no responsibility for the validity or sufficiency of any assignment made by You.

Indemnification. (a) "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses. "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this section, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements. "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a Litigation Expense. "Third Party Claim" means a claim, action, suit, or proceeding brought by a third party against the Company.

(b) You shall indemnify the Company against all Indemnifiable Losses arising out of or relating to the actual or alleged:

- (1) inaccuracy of any of Your representations in this agreement;
- (2) breach by You of any warranty or covenant in this agreement;
- (3) violation of any applicable insurance law or regulation by You and/or Your employees; and
- (4) any negligent, reckless or intentional act or omission of You and/or Your employees.

(c) The Company shall promptly notify You in writing of any claim, event or fact that may give rise to a claim by the Company against You based on this agreement, stating the nature and basis of the claim, event or fact and the amount, to the extent known, provided that the failure to notify You will not relieve You from any liability under this section, except to the extent that You are damaged as a result of the failure to give that notice. The Company has the sole right to control the defense of any Third Party Claim. After sending You notice of a Third Party Claim, the Company may contest the Third Party Claim as it determines or make a reasonable payment, settlement, or compromise of the Third Party Claim. You shall pay for the reasonable Litigation Expenses incurred by the Company in defense of a Third Party Claim. Reasonableness for purposes of Litigation Expenses and payments, settlements, or compromises is to be determined by all of the circumstances surrounding the claim, including without limitation the nature of the claim, the amount of the claim, and the jurisdictions involved. This indemnification is in addition to any liability You may otherwise have. The terms of this section are to survive termination of this agreement.

Damages; Remedies. Except for a breach of the confidentiality covenants of this agreement, neither party is liable to the other for any special, indirect, or consequential damages arising out of or related to this agreement. Any remedy provided in this agreement is cumulative and not exclusive of any and all other rights and remedies available at law or in equity. The terms of this section are to survive termination of this agreement.

The Company's Property. All materials supplied to You by or on behalf of the Company, in whatever form, including without limitation, manuals, forms, supplies, sales brochures, software, policyholder records, or lists of policy owners or insured persons, belong to the Company. You shall not share that property, or any copies or derivatives of that property, or divulge the information contained within it to any third party without the prior written consent of the Company. Upon termination of this agreement, You shall promptly deliver that property to the Company. While You are in possession of that property, You shall not use that property for any purpose except its performance under this agreement. You represent and covenant that you have and shall maintain all necessary licenses for all computer hardware, software, materials, and business processes You use in Your performance under this agreement.

Books and Records. You shall keep the records related to business produced under this agreement as may be required by the Company and as required under applicable laws and regulations. You shall make all accounts, correspondence, or other records pertaining to Your performance under this agreement available for inspection by the Company or its representative during business hours.

Errors and Omissions Coverage. You shall maintain, at Your own expense, errors and omissions insurance with deductibles and minimum limits as published from time to time by the Company, covering Your activities under this agreement.

You shall deliver to the Company a certificate of insurance evidencing the above insurance coverage upon the Company's request.

Term; Termination. (a) This agreement is to continue until terminated as provided in this section. Either party may terminate this agreement upon 30 days written notice to the other party.

(b) This agreement terminates upon Your dissolution or liquidation, Your death (if You are a natural person), or (if You are a partnership) the death of any partner of the partnership. Either party may terminate this agreement upon written notice to the other party if the other party:

- (1) becomes bankrupt or insolvent;
- (2) is disqualified or suspended to do business under any applicable state or federal law where that party's ability to perform its duties under this agreement is materially impaired;
- (3) commits an act of fraud, dishonesty, misrepresentation or conversion of funds relating to this agreement;
- (4) commits a material breach of this agreement; or
- (5) commits a material violation of any federal, state, or local law or regulation applicable to insurance business.

(c) If this agreement is terminated under the paragraph (a) of this section, the Company shall continue to compensate You for Contracts issued as a result of applications submitted prior to the date of termination. If this agreement terminates under the paragraph (b) of this section, commissions will immediately cease and the Company will not be liable to You for further compensation under this agreement.

Privacy. You shall comply with all applicable privacy and information security laws and regulations. You shall also adhere to the privacy and confidentiality obligations set forth in the "Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company".

No Waiver. No provision of this agreement may be waived, except in writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

Severability. If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain in full force if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

Governing Law. The laws of the State of Delaware (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the relationship of the parties.

Assignment. You shall not assign Your rights or delegate Your performance under this agreement without the express written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void. If You validly assign Your rights in accordance with this section, a contemporaneous delegation is deemed to have occurred and that assignee is deemed to have assumed Your performance obligations in favor of the Company, except if in either instance there is evidence to the contrary.

Notices. The parties shall provide all notices, requests, demands, or other communications under this agreement (each being a "Notice") in writing to the last known address of the party on file with the other party, if different from the address appearing in this agreement. Notices to the Company must be sent to the attention of the Company's producer services department. If a Notice is delivered by mail, it is deemed to have been received upon the earlier of receipt or five days after being deposited in the mail.

Entire Agreement. This agreement, the attached schedules, and any attached addenda constitute the final agreement between the parties. It is the exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. The parties may amend this agreement only by a written agreement of the parties, except that the Commission Schedules may be revised as stated in this agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

This agreement is effective on the date signed by the Company.

**PRODUCER / QUALIFIED OFFICER /
MARKETING ORGANIZATION**

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

X _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SSN: _____



Name: _____	Address: _____
Check One: <input type="checkbox"/> Producer/Qualified Officer <input type="checkbox"/> Marketing Organization	

This agreement is between ATHENE ANNUITY & LIFE ASSURANCE COMPANY, a Delaware corporation (the "Company") and the above named producer or marketing organization ("You"). The parties agree as follows:

Authority. (a) The Company authorizes You to perform the following acts, provided they are performed in accordance with the Company's rules and procedures and applicable law:

- (1) solicit and submit applications for the insurance products set forth in the Commission Schedules to this agreement (the "Products"), provided You are licensed and appointed by the Company personally or through licensed and appointed agents as appropriate, to solicit the Products;
- (2) collect initial premium payments for Products solicited by You through checks (or other payment methods as prescribed by the Company) made payable to the Company;
- (3) promptly deliver contracts for Products ("Contracts") when all requirements for delivery as prescribed by the Company have been met;
- (4) service Contract owners; and
- (5) recruit and recommend licensed agents of good character for appointment with the Company.

(b) You may exercise this authority only in jurisdictions in which the Company is licensed to transact business, the Products are available, and You are licensed and appointed with the Company. The Company may appoint other agents in this same territory and has the right, either directly or through other agents, to sell, solicit or negotiate other products and services to customers whose policies were written by You. In all respects, Your relationship with the Company in Your performance of acts under this agreement is that of an independent contractor and not an employee. You have no power or authority to represent the Company other than as expressly granted by the Company in this agreement. You have no authority to and shall not attempt to:

- (1) alter, modify, waive or change any of the terms, rates, or conditions of the Company's policies contracts, or forms or extend the time for paying any premiums to the Company or bind the Company by making any promises about any policy benefits;
- (2) receive any money due or to become due to the Company, except in exchange for a printed receipt as authorized by the Company;
- (3) pay, offer, or permit any rebate of premium as an inducement to any person to purchase any Company product.

Duties. You shall fully comply with all applicable local, state, and federal laws, rules, and regulations governing Your activities under this agreement. When recommending agents for appointment with the Company, You shall inform the Company's producer services department of any complaints, fines, terminations for cause, and debit balances of which you are aware that concern the agent. When acting on behalf of the Company, You shall adhere to the terms, policies, and procedures set forth in the Company's publication, "Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company", which is hereby incorporated in this agreement and may be amended by the Company at any time. The Company will publish an updated version of that document on its website from time to time. It is Your responsibility to periodically check the Company's website for updates. You shall not advertise, create, use, or publish the Company's name, logos, trademarks, rates, products, or services without the Company's prior written consent. Your use of the Company's service marks, trademarks, and trade names does not confer a license or ownership rights to You. You shall not issue a press release regarding the parties' execution of this agreement, or otherwise publicize the parties' agreement, without the Company's prior written consent.

Compensation. (a) The Company shall pay You compensation in accordance with the Commission Schedules. The Company may revise the Commission Schedules at any time upon written notice to You. Any change to the Commission Schedules does not apply to Contracts effective before the effective date of the change. The commissions payable under this agreement are compensation in full for all services performed and all expenses incurred by You. The Company may charge back commissions received by You in accordance with the Commission Schedules. You shall repay to the Company unpaid chargebacks attributable to You and agents in your hierarchy in full upon demand by the Company.

In addition to any other available remedies, the Company may, without notice, apply any compensation payable to You against any debt owed by You to the Company whether related to this agreement or otherwise. The Company may charge interest up to the legal rate on any debt owed by You to the Company. All payments toward a debt owed to the Company will be applied first to interest and then to principal. You shall pay all costs and expenses incurred by the Company in recovering any amount owed by You, including attorney's fees and court costs, if any. The amount of these costs and expenses are to be added to the principal balance of Your debt to the Company. The terms of this subsection are to survive termination of this agreement.

(b) No assignment of commissions or other compensation under this agreement is valid unless it is made in accordance with applicable state insurance laws and regulations and unless the Company authorizes and acknowledges it in writing. The Company assumes no responsibility for the validity or sufficiency of any assignment made by You.

Indemnification. (a) "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses. "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this section, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements. "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a Litigation Expense. "Third Party Claim" means a claim, action, suit, or proceeding brought by a third party against the Company.

(b) You shall indemnify the Company against all Indemnifiable Losses arising out of or relating to the actual or alleged:

- (1) inaccuracy of any of Your representations in this agreement;
- (2) breach by You of any warranty or covenant in this agreement;
- (3) violation of any applicable insurance law or regulation by You and/or Your employees; and
- (4) any negligent, reckless or intentional act or omission of You and/or Your employees.

(c) The Company shall promptly notify You in writing of any claim, event or fact that may give rise to a claim by the Company against You based on this agreement, stating the nature and basis of the claim, event or fact and the amount, to the extent known, provided that the failure to notify You will not relieve You from any liability under this section, except to the extent that You are damaged as a result of the failure to give that notice. The Company has the sole right to control the defense of any Third Party Claim. After sending You notice of a Third Party Claim, the Company may contest the Third Party Claim as it determines or make a reasonable payment, settlement, or compromise of the Third Party Claim. You shall pay for the reasonable Litigation Expenses incurred by the Company in defense of a Third Party Claim. Reasonableness for purposes of Litigation Expenses and payments, settlements, or compromises is to be determined by all of the circumstances surrounding the claim, including without limitation the nature of the claim, the amount of the claim, and the jurisdictions involved. This indemnification is in addition to any liability You may otherwise have. The terms of this section are to survive termination of this agreement.

Damages; Remedies. Except for a breach of the confidentiality covenants of this agreement, neither party is liable to the other for any special, indirect, or consequential damages arising out of or related to this agreement. Any remedy provided in this agreement is cumulative and not exclusive of any and all other rights and remedies available at law or in equity. The terms of this section are to survive termination of this agreement.

The Company's Property. All materials supplied to You by or on behalf of the Company, in whatever form, including without limitation, manuals, forms, supplies, sales brochures, software, policyholder records, or lists of policy owners or insured persons, belong to the Company. You shall not share that property, or any copies or derivatives of that property, or divulge the information contained within it to any third party without the prior written consent of the Company. Upon termination of this agreement, You shall promptly deliver that property to the Company. While You are in possession of that property, You shall not use that property for any purpose except its performance under this agreement. You represent and covenant that you have and shall maintain all necessary licenses for all computer hardware, software, materials, and business processes You use in Your performance under this agreement.

Books and Records. You shall keep the records related to business produced under this agreement as may be required by the Company and as required under applicable laws and regulations. You shall make all accounts, correspondence, or other records pertaining to Your performance under this agreement available for inspection by the Company or its representative during business hours.

Errors and Omissions Coverage. You shall maintain, at Your own expense, errors and omissions insurance with deductibles and minimum limits as published from time to time by the Company, covering Your activities under this agreement.

You shall deliver to the Company a certificate of insurance evidencing the above insurance coverage upon the Company's request.

Term; Termination. (a) This agreement is to continue until terminated as provided in this section. Either party may terminate this agreement upon 30 days written notice to the other party.

(b) This agreement terminates upon Your dissolution or liquidation, Your death (if You are a natural person), or (if You are a partnership) the death of any partner of the partnership. Either party may terminate this agreement upon written notice to the other party if the other party:

- (1) becomes bankrupt or insolvent;
- (2) is disqualified or suspended to do business under any applicable state or federal law where that party's ability to perform its duties under this agreement is materially impaired;
- (3) commits an act of fraud, dishonesty, misrepresentation or conversion of funds relating to this agreement;
- (4) commits a material breach of this agreement; or
- (5) commits a material violation of any federal, state, or local law or regulation applicable to insurance business.

(c) If this agreement is terminated under the paragraph (a) of this section, the Company shall continue to compensate You for Contracts issued as a result of applications submitted prior to the date of termination. If this agreement terminates under the paragraph (b) of this section, commissions will immediately cease and the Company will not be liable to You for further compensation under this agreement.

Privacy. You shall comply with all applicable privacy and information security laws and regulations. You shall also adhere to the privacy and confidentiality obligations set forth in the "Terms, Conditions and Guide for Doing Business with Athene Annuity & Life Assurance Company".

No Waiver. No provision of this agreement may be waived, except in writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

Severability. If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain in full force if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

Governing Law. The laws of the State of Delaware (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the relationship of the parties.

Assignment. You shall not assign Your rights or delegate Your performance under this agreement without the express written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void. If You validly assign Your rights in accordance with this section, a contemporaneous delegation is deemed to have occurred and that assignee is deemed to have assumed Your performance obligations in favor of the Company, except if in either instance there is evidence to the contrary.

Notices. The parties shall provide all notices, requests, demands, or other communications under this agreement (each being a "Notice") in writing to the last known address of the party on file with the other party, if different from the address appearing in this agreement. Notices to the Company must be sent to the attention of the Company's producer services department. If a Notice is delivered by mail, it is deemed to have been received upon the earlier of receipt or five days after being deposited in the mail.

Entire Agreement. This agreement, the attached schedules, and any attached addenda constitute the final agreement between the parties. It is the exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. The parties may amend this agreement only by a written agreement of the parties, except that the Commission Schedules may be revised as stated in this agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

This agreement is effective on the date signed by the Company.

**PRODUCER / QUALIFIED OFFICER /
MARKETING ORGANIZATION**

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

X _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SSN: _____



**OVERRIDE COMMISSION
REQUIREMENTS AND CERTIFICATION**

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Ph: 1-855-428-4363 F: 1-864-609-3118

You cannot be directly involved in the sale, solicitation, or negotiation of insurance in a state in which you do not hold an active license.

In certain states, Athene Annuity & Life Assurance Company will permit payment of commissions to unlicensed individuals or business entities not directly involved in the sale, solicitation or negotiation of the insurance contract. However, there are several states that require a license in order to receive override commissions on business sold in those states, even if the individual or business entity was not directly involved in the sale, solicitation, or negotiation of an insurance contract. Athene Annuity & Life Assurance Company requires a license to pay override commissions in the following states:

Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, Montana, New Hampshire, New Jersey, New Mexico, Nevada, Pennsylvania, South Carolina, South Dakota, Virginia, and West Virginia.

If your status changes in the future, you must notify Athene Annuity & Life Assurance Company of the change.

By signing below, I represent that I understand the above requirements and promise to promptly inform Athene Annuity & Life Assurance Company of any changes in any license I hold.

X _____ Date: _____

Name (Print): _____ SSN: _____



ASSIGNMENT OF COMMISSION

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Ph: 1-855-428-4363 F: 1-864-609-3118

Instructions:

1. Complete the authorization form below.
2. Submit the completed form along with other contracting documents to Athene Annuity Producer Services.

ASSIGNOR:

(Assigning Commissions)

	_____	_____
	Assignor Name	Assignor's SSN/TIN

ASSIGNEE:

(Receiving Commissions)

	_____	_____
	Assignee Name	Assignee's SSN/TIN

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as the Releasor/Assignor designated above, does hereby release all right, title and interest in and to all commissions and other compensation, if any, which are now or may become due and payable to the undersigned by Athene Annuity & Life Assurance Company, between the undersigned and the Releasee/Assignee designated above, and further assigns, transfers and sets over to said Releasee/Assignee all right, title and interest in and to all such commissions and other compensation, if any, acquired by the Releasor/Assignor under said Assignment of Commission.

The further assignment made herein is subject to all rights of lien which Athene Annuity & Life Assurance Company may have or be entitled to upon such commissions and other compensation, whether for present or future indebtedness. Any payment of commissions or other compensation by Athene Annuity & Life Assurance Company to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release Athene Annuity & Life Assurance Company from any and all rights, claims and causes of action of the Releasor/Assignor for, or related in any way to, said commissions or compensation, and Athene Annuity & Life Assurance Company shall not be bound in any way to see to the application of said commissions or compensation. This Release and Further Assignment of Commission is absolute and irrevocable.

Witness Signature: _____ Date: _____

Assignor Signature: _____ Date: _____

ACKNOWLEDGEMENT

Athene Annuity & Life Assurance Company acknowledges receipt of a signed copy of this Assignment, which has been filed at its Administrative Office and consents to said assignment, subject to all rights of lien security and indemnification, which it may have.

Athene Annuity & Life Assurance Company

_____ Date: _____

Title: _____



AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602 Ph: 1-855-428-4363 F: 1-864-609-3118

Instructions:

1. Complete the authorization form below.
2. Attach a voided check to this form.
3. Submit the completed form to Producer Services.

Agent Number (if applicable): _____

Name: _____ SSN: _____

AUTHORIZATION

I hereby authorize Athene Annuity & Life Assurance Company to:

Start Stop

Depositing my net earning on all payrolls into my checking and/or savings account (see below).

ACCOUNT CHANGES

My net earnings are now being deposited.

Please change my bank, checking and/or saving account number shown below.

BANK INFORMATION

Name of Bank: _____

City: _____ State: _____ Zip Code: _____

Routing No. _____ Account No. _____

Checking Savings*

Attach VOIDED check here.

*If your account does not have checks, please provide a statement from your bank providing your routing and account number to receive electronic funds.

I understand that all entries initiated are governed by the rules of the Mid-America Payment Exchange and I am bound by those rules. In the event that an entry is incorrectly initiated to my account, I also authorize Athene Annuity & Life Assurance Company to initiate a reversing entry. This authorization may be discontinued by my written request or upon termination.

*Please be sure that the routing information provided is the routing number that your bank uses to receive electronic funds.

X _____ Date: _____



PRODUCER SOLICITATION CHART

Athene Annuity & Life Assurance Company PO Box 1389 Greenville, SC 29602

Ph: 1-855-428-4363 F: 1-864-609-3118

Rules Governing When Agents Can Solicit Annuity Products for Athene Annuity & Life Assurance Company

State	Immediate	Restricted	Stipulations to meet Immediate Appointment Status
AK	X		
AL		X	"Restricted" means that a producer may not solicit the Company's products prior to receiving permission from the Company.
AR	X		
AZ	X		
CA		X	Restricted - Producers selling annuities must be compliant with the state-mandated 8 Hour Annuity training before writing and submitting annuity business.
CO	X		
CT	X		
DC	X		
DE	X		
FL	X		
GA	X		
HI	X		
IA		X	Restricted for Index Annuities: Producers in Iowa are considered "restricted" for Indexed Annuity sales until the company receives proof that the state-mandated CE requirement has been satisfied.
ID	X		
IL	X		
IN	X		
KS	X*		*Conditionally Immediate: Strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant. If not appointed prior to solicitation, an appointed agent must submit an authorization letter with the application.
KY	X*		*Conditionally Immediate: Strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
LA	X		
MA	X		
MD	X		
ME	X		
MI	X		
MN	X		
MO	X		
MS	X		
MT		X	"Restricted" means that a producer may not solicit the Company's products prior to receiving permission from the Company.
NC	X		
ND	X		
NE	X		
NJ	X		
NM	X		
NV	X		
OH	X		
OK	X		
OR	X		

State	Immediate	Restricted	Stipulations to meet Immediate Appointment Status
PA	X*		* Conditionally Immediate: Strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
RI	X		
SC	X		
SD	X		
TN	X		
TX	X		
UT	X		
VA	X*		* Conditionally Immediate: strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the date the application was signed by the applicant.
VT	X		
WA	X*		* Conditionally Immediate: strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the the date the application was signed by the applicant.
WI	X*		* Conditionally Immediate: strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of the the date the application was signed by the applicant.
WV	X		
WY	X		

“Immediate” means that a producer may solicit the Company's products prior to being appointed if the producer has completed all state-mandated Annuity Suitability training where required and the Company's mandated Product Specific Training prior to solicitation. If the producer is not appointed prior to solicitation, before submitting an annuity application, the producer must fax appointment paperwork to Producer Services at 864-609-3118 along with Certification on all State mandated training. Requests for appointments in “Immediate” states prior to the submission of an application will be acknowledged with a welcome letter from our Producer Services department and an agent number will be assigned. **However, Athene Annuity practices Just-in-Time appointing and does not finalize the appointment with the state until the producer's first application is received. Appointment with Athene Annuity is dependent upon a successful background check and completion of all State and Company mandated training requirements being met.**

“Restricted” means that a producer may not solicit the Company's products prior to receiving permission from the Company. Requests for appointments in “Restricted” states are required prior to the submission of an application. Please let Producer Services know on the contracting paperwork if the producer is licensed and plans to sell Athene Annuity products in these states and we will initiate the appointment for these states immediately. A producer must receive confirmation from our Producer Services department before taking an application for Athene Annuity products in these states.

* **“Conditionally Immediate”** means that the producer may solicit the Company's products prior to being appointed, as long as all state-mandated Annuity Suitability training requirements and Company mandated Product Training are met prior to solicitation and the new annuity application is submitted to the Company within 5-days of the date the application was signed. If the producer is not appointed prior to solicitation, before submitting an annuity application, the producer must fax appointment paperwork to Producer Services at 864-609-3118, along with Certification on all State mandated training. **Strict regulatory time frames dictate that any initial annuity application must be forwarded to the Company within 5 days of date the application was signed by the applicant. If the producer does not forward the application to the home office within 5-days of the date the application was signed by the applicant, the producer runs the risk that the Company will not be able to pay commissions when the policy/contract is issued if regulatory time frames are violated.**

“Solicit” or **“solicitation”** means presenting a Company annuity product to a prospective buyer, with or without a specific quote.

(NOTE: It is critical that producers meet the Company's Contracting and Appointing Standards as referenced on page 2 of the Doing Business Guide prior to submitting business with the Company.)

Annuity Suitability Training Requirements - Refer to State Guidelines and the Company Specific Training Module at www.libertylifeco.com/producer/doingbusiness. The following guidelines must be met before you will be appointed:

- 1) Completion of the Company's annuity training module is required prior to soliciting the Company's annuity products and prior to appointment for new producers.
NOTE: The training module will record completion of the product training and report your completion to the company. You may also print off a certificate of completion for your file.
- 2) Producers selling annuities are responsible for completing a state-mandated 4 hour annuity training course approved by the Department of Insurance. Producers must provide the Company with a certificate of completion based on each state's respective guidelines. Satisfaction of a substantially similar 4 hour annuity training course approved in another state may satisfy this requirement in multiple states.
- 3) Failure to provide proof of completion for both the Company's annuity training and the state-mandated 4 hour annuity training course approved by the Department of Insurance, prior to selling, soliciting or negotiating a contract for an annuity or representing the Company in relation to an annuity, will result in submitted business being rejected and returned to the producer.