



*Annuities issued by Athene Annuity & Life Assurance Company of New York*

## **How to Complete Athene Annuity NY's AGENT Contracting Package**

Athene Annuity & Life Assurance Company of New York (Athene Annuity NY) is following a 2-step process to contract all current agents and agencies licensed and appointed in NY. The first step was for top level agencies and their principal officers to complete contracting paperwork. If you have not completed this first step you must complete this step before contracting any downline agents or agencies. Refer to the documentation provided or contact Producers Services for further support.

If you have completed a new selling agreement, the Producer Services Team, located in Greenville SC, is now prepared to process contracting paperwork from Top Level agencies for their downline agents and agencies. Please begin submitting contracting paperwork for all downline agents and agencies that you wish to have selling in your hierarchy. By submitting their contracting paperwork now, it will serve to expedite the contracting process for Step 2 of the process allowing new business to flow smoothly once new products go live in early fall.

When contracting any new downline agents or agencies you should now begin using the new Athene Annuity NY Contracting forms. Effectively immediately all contracting requests, new contracting and those which are part of the pre-contracting process, should be faxed to 1-888-232-1490 for processing.

The instructions below will help you through Step-2 of this process. If you have any questions please contact Producer Services at 1-855-428-4363, Option 3.

To contract your downlines for the new Athene Annuity NY products being rolled out in the fall, the following forms must be completed and faxed to Producer Services at 1-888-232-1490. In order to participate in Step-2 of the process, you must have completed and submitted the contracting paperwork for your top level, National Marketing Organization (NMO) and principal officer.

### **EXHIBIT 1 - Hierarchy Form (Appointment/Compensation Hierarchy Levels Transmittal) Form# S7121-P (06-13)**

This form must be completed and submitted for each producer or agency contracting with Athene Annuity NY in order for the agent/agencies commission hierarchy level to be established. The Hierarchy Form is used and submitted only by the Top Level NMO for their downline. When determining what commission level to place a downline agent or agency, refer to the Commission Conversion chart provided. For example a Level 91 translates to the NMO. Both a level 51 and 61 translate to a GA.

The Hierarchy Form must accompany all new contracting agreements, including transfers and level changes. It must be included with the contracting paperwork you are submitting for your downline agents/agencies during Step-2 of our Athene Annuity NY pre-contracting project.

1. **New Producer** - This option is normally selected for all producers/agencies that do not already have an existing contract with Athene Annuity NY. For Step-2 of this pre-contracting process, you should select the New Producer box for all contracts submitted.
2. **Transfer/Hierarchy Change** - This option is selected for all producers/agencies that have an existing contract with Athene Annuity NY, but want to transfer from one marketing organization to another.
3. **Commission Level Change** - This option is selected when the NMO wants to request a new commission level for an agent or agency in their downline.
4. **Hierarchy Table** - Complete the hierarchy table so that it accurately reflects the agent or agency's commission level as well as anyone in the agent/agency's hierarchy that is due override commission from business produced by the agent/agency that is being contracted.

If the agent or agency you are contracting is an existing Athene Annuity NY producer, include their 10-digit agent id in the appropriate field. Since we are completing contracting paperwork for your downline we have provided several examples for you to refer to as you complete the paperwork,

The contracting scenarios will build on the samples we provided you for Step-1 of the process, but in order to make this as clear as possible, we have provided you 2 sample packages including the Hierarchy form to help give you a blueprint for completing a contracting packages for your downlines.

### **The hierarchy table is the key to establishing all your downline hierarchies.**

- **Sample 1** – This Hierarchy form is being completed for Julie Jones and Premier Agent Sales at the RMO Level. The NMO is the top level in the hierarchy. The NMO (agency or individual) should always be in the top box depending on whether you are setting up your downline under your agency or directly under yourself. In this example there is an RMO agency with a principal officer under an NMO. Just like the prior contracting examples, John Smith is the Principal Officer and his agency is the Annuity Sales Group, Inc at the NMO Level. Please note: You do not have to list John Smith as the Principal Officer for the Annuity Sales Group because the hierarchy that is being submitted for processing is not on behalf of Annuity Sales Group, but rather the RMO-Premier Agent Sales, Inc.

Julie Jones is the principal officer for Premier Agent Sales, Inc. at the RMO Level, and would be listed as LO to Premier Agent Sales, Inc. (This is the most common way to set up an agency and a principal officer, with any commission the principal officer may produce being assigned and paid to the agency.)

- **Sample 2** – This Hierarchy form is being completed for Scott Rogers, a GA (street level writing agent) requesting to receive commissions directly. In this example, The Annuity Sales Group, Inc is at the NMO Level, Premier Agent Sales, Inc. is at the RMO Level, and Scott Rogers is at the GA level. All first year commission is paid directly to the GA, Scott Rogers, since the GA is not assigning commission to an agency. All Override is paid to The Annuity Sales Group at the NMO level and to Premier Agent Sales at the RMO level. In

this example the Assignment of Commission form is not included in this package because Scott Rogers (GA Street Level) is being paid direct.

Note: It is required that we always set up your hierarchy from the top down. So if you have an agent or agency at the RMO level and other agents below the RMO; submit the RMO first and follow that contracting package up with the additional downline package(s). Or you can submit them all at once if you have everything ready. But we cannot set up a GA under an RMO until we have the hierarchy in place for the RMO.

If you have any questions always feel free to contact Producer Services at 1-855-4ATHENE. 855-428-4363, Option 3.

## **EXHIBIT 2 – Athene Annuity NY Contracting Package Cover Sheet - Form# N1100-P (06-13)**

### **1. Who is being contracted?**

- a. **Producer** - Choose this option for any producer who will receive commissions directly and does not wish to assign their commissions to another individual or agency.
- b. **Agency/Broker Dealer** - Choose this option for any Agency or Broker Dealer who needs to be contracted in order to receive override commissions AND will have a NON-PRODUCING principal.
- c. **Both** - Choose this option when the principal officer will be producing personal business AND the Agency needs to be contracted to receive either override commissions, commissions assigned to it by the principal officer, or BOTH.

### **2. Is the producer “licensed-only” and assigning 100% of their commission?**

- a. **Yes** - Choose this option if the principal IS assigning their commissions and does not want to be 1099'd.
- b. **No** - Choose this option if the producer IS NOT assigning commissions and wants to be 1099'd, using the producer's SSN.

You must select one of these prior to moving forward.

3. Please read all of the documents in the package carefully, as well as the Guide for Doing Business with Athene Annuity NY.
4. Complete each of the forms within the package and fax to Producer Services at 1-888-232-1490.

**5. Contracting Checklist** - There is a checklist of the forms in the package to help you ensure all required forms are completed in their entirety and are submitted for processing. **Please note: Any missing or incomplete documents will extend the contracting process.**

### **EXHIBIT 3 - Producer Application for Appointment – Form# N6917-P (06-13)**

This form must be completed and submitted as the basis for the set-up process. All fields must be completed, all legal questions must be answered, and this form must be signed and dated by the principal officer of the agency and/or the individual agent. Please provide a letter of explanation and any supporting documentation for any “Yes” answers. Please make sure to include proof of the last AML course completion if completed somewhere other than LIMRA. Failure to include the proper documentation can result in delays or denial of your contracting request.

Refer to the top section of the form for instructions on 1 and 2 below.

#### **1. Application Submitted w/ Appointment Form?**

- a. **Yes** – since this is Step-2 of the pre-contracting process to get ready for the new product launch in fall of 2013, this section should be answered NO as business is not being submitted with the contracting paperwork. However after 10/1/2013 if an agent is submitting business at the same time they are being contracted, “Yes” should be checked and the Annuity Application Sign Date and State must be provided. In a normal contracting situation, this question helps the Producer Services Contracting Team to expedite contracting paperwork submitted along with New Business.
- b. **No** - This option is chosen if the contracting package is not submitted with New Business.

#### **2. Commissions paid to:**

- a. **Producer** - This option is chosen if commissions should be paid to the Producer. The producer will receive a 1099 on all earnings.
- b. **Agency/Broker Dealer** - This option is chosen if the producer is assigning their commission to an Agency. The Agency will be 1099'd on all earnings, not the producer. Please note that an Assignment of Commissions form must accompany the packet if this option is selected.

### **EXHIBIT 4 - Consent & Authorization – Form# N7122-P (06-13)**

This form must have the name of the producer or principal officer, SSN, principal officer signature, and date signed. This form must be completed as consent for Athene Annuity NY to run the required background checks needed to contract the producer and/or agency. Background checks will not be run as part of Step-2 of the pre-contract process since everyone being set up is already contracted with Athene Annuity NY. But the form must be completed in case there is a need to run future checks.

**EXHIBIT 5 – Athene Annuity NY Sales Agreement – Form# N1028-P (06-13)**

The Sales Agreement must be completed in order to sell the new Athene Annuity NY products coming this fall. The Sales Agreement is a universal sales agreement, meaning that it's the same for a producer, agency, or both.

In Exhibit 2 you learned about contracting as a Producer, Agency/Broker Dealer or Both. If you have any questions refer back to Exhibit 1. When you complete the contracting forms using the form fillable PDF version, the check boxes on the Sales Agreement will automatically be populated based on how you completed the Contracting Package Cover Sheet. In addition, the signature page of the Sales Agreement will automatically be filled in with the corresponding principal name and company name if applicable. The principal officer must sign and date the signature page of the Sales Agreement.

If you fill it out the contracting package manually, the check boxes and the corresponding signatures on the Sales Agreement should match the answer to question #1, from Exhibit 1 - the Contracting Package Cover Sheet. This indicates who is being contracted. Athene Annuity NY will countersign the Sales Agreement when the producer or agency is contracted.

**EXHIBIT 6 - Assignment of Commissions (if applicable) – Form# N7120-P (06-13)**

This form is required for all producers who wish to assign their commissions in order to defer their tax liability. The producer assigning their commissions is the assignor, and the recipient of the commission is the assignee. This form must be signed and dated by the producer who is assigning their commissions. Athene Annuity NY will sign the Acknowledgement portion when the producer or agency is contracted.

The Assignee will receive a 1099 on all earnings at the end of each calendar year. Athene Annuity NY will countersign this form when the producer is contracted.

**EXHIBIT 7 - Authorization for Automatic Pay Deposit – Form# N7120-P (06-13)**

All agencies and producers are required to receive commissions via Direct Deposit. A VOID check must accompany this form. We will not accept deposit slips for checking or savings accounts. If a VOID check cannot be provided, a statement from the bank providing Athene Annuity NY with the correct routing and account number is required.

## Producer Services Contact List

Department Email:

- Contracting: [producer@athene.com](mailto:producer@athene.com)
- Commissions: [commissions@athene.com](mailto:commissions@athene.com)

Department Phone:

- Licensing & Contracting: 855-428-4363, Option 3
- Commissions: 855.428.4363, Option 4

Department Fax:

- 888-232-1490 – We encourage you to fax all contracting packets for faster processing.



## Exhibit 1 / Sample 1

### APPOINTMENT/COMPENSATION HIERARCHY LEVELS TRANSMITTAL

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

Phone: 1-855-428-4363 Fax: 1-888-232-1490

Producer Name: Julie Jones SSN: 321-65-4987  
 Producer Number (if applicable): 1052344575 Submit Date: Oct 28, 2013

**Select one of the following:**

- 1)  NEW Producer  
 Verify that the producer/agency you are submitting this with is not currently contracted with Athene Annuity & Life Assurance Company of New York. If the producer/agency is currently contracted, go to #2.
- 2)  TRANSFER / HIERARCHY CHANGE      OR       COMMISSION LEVEL CHANGE  
 Please see the Transfer and Commission Level Change Guidelines on reverse side.  
 E-mail [producer@athene.com](mailto:producer@athene.com) to verify that the producer/agency is eligible for a transfer. Once transfer eligibility is obtained, complete the Hierarchy Table below and submit to Presidential Life Insurance Company. **The Effective Date of the Transfer or Level Change will be determined by Athene Annuity & Life Assurance Company of New York. Business submitted prior to Athene Annuity & Life Assurance Company of New York's effective date will be paid to the producer/agency's old hierarchy.**

Complete the hierarchy table:

Compensation Level	Annuity Products <i>(If Available, Include Person/IMO Name and Producer Number)</i>
NMO	Annuity Sales Group, LLC - 1052344567
RMO	Premier Agent Sales, Inc- 1052344576
EMO	
GA	
EGA	
IGA	
SGA	
*LO	Julie Jones - 1052344575

**\*LO is the acronym for License Only. Licensed Only is the term used for a producer that assigns 100% of their commission to their Agency or their direct up line. When requesting the LO Level, a completed Assignment of Commission Form, #S7120-NY, must accompany the contracting paperwork.**

Producers who do not produce business within 24 months may have their appointment and contract with the Company terminated. The timing for terminating a producer or agency's contract and appointment is at the sole discretion of the Company. The producer and or agency will be notified in writing of the date on which his/her sales contract is terminated.

### **Transfer and Level Change Guidelines for Existing Producers and Agencies**

The Company considers a producer or agency to be contractually committed to the Independent Marketing Organization with whom they are initially contracted. However, Producers or Agencies, with or without down line producers, are allowed to transfer to another IMO's hierarchy if the following guidelines are met:

1. A transfer or commission level change request for a producer or agency is allowed based on strict guidelines. Requests for transfers or commission level changes must be submitted to the Company by your Top Level Marketing Organization via fax using the Appointment/Compensation Hierarchy Levels Form (S7121-NY). The Company will process the request and communicate the effective date. Business written prior to the new effective date will be processed under the old hierarchy or commission level. Please speak with your marketing organization for the Company's Transfer and Commission Level Guidelines or to submit a request to the Company.
2. If an existing producer/agency is requesting a transfer from one IMO to another, the IMO requesting the transfer should determine if the producer/agency is eligible to transfer under the current contract with the existing IMO. If there is ever any question about an producer/agency being contracted, please contact the company by electronic mail at [producer@athene.com](mailto:producer@athene.com) to verify the producer/agencies status.
3. \*Producers or Agencies may transfer IMO's without a Letter of Release if the following guidelines are met:
  - a. The producer hasn't submitted any business under the old organization within the last 6 months;
  - b. The producer has been contracted with that marketing organization for longer than 6 months; and
  - c. A producer with an outstanding debit balance must clear that negative before transferring.
4. A Producer/Agency that has submitted business or been contracted within the last 6 months may be eligible to transfer to a new hierarchy provided the producer/agency obtains a Letter of Release from their existing IMO. Once the Letter of Release has been obtained, please follow the guidelines outlined above.

#### Important Note:

A producer, or agency, who submits business without receiving confirmation from the Company of the new effective date of the transfer or commission level change, will be paid according to the old hierarchy and commission level in place at the time the policy was written.

Additionally, the new business submitted prior to the Company approving and processing the change request will require the producer/agency to obtain a Letter of Release from their old IMO to transfer. Should the producer be successful in obtaining the Letter of Release the effective date of the transfer or commission level change will be set by the Company as outlined in #1 above.

No backdating of transfer requests or commission level changes will be made.

\*Extenuating circumstances will be reviewed by the National Sales Director.



## Exhibit 2

Send package to producer.

Fax completed forms to Athene Annuity NY Producer Services at 1-888-232-1490.

Reminder: Don't forget to submit the hierarchy form.

# Athene Annuity NY Contracting Package

## For Appointment with Athene Annuity & Life Assurance Company of New York

Thank you for your interest in becoming contracted and appointed with Athene Annuity NY!

To ensure that we are able to process your Contracting Package as quickly as possible, please follow these simple steps.

### 1. Answer the following:

Who is being  
contracted?

Producer

Agency/Broker Dealer

Both

(choose this option when contracting an agency with a principal officer who **WILL NOT** write business)

(choose this option when contracting an agency with a principal officer who **WILL** write business)

**NOTE: If you change your answer to "1", you will need to answer "2" again.**

2. Is the producer "licensed-only" and assigning 100% of their commissions?

Yes

No

3. Please read all of the documents in the package carefully, as well as the Guide for Doing Business with Athene Annuity & Life Assurance Company of New York.

4. Complete each of the forms within the package and fax to Athene Annuity NY Producer Services at: 1-888-232-1490.

### Contracting Checklist:

Hierarchy Form

Producer Application for Appointment signed and dated by the producer.

*(All questions must be answered. If any are answered "yes," please provide a statement of explanation.)*

Consent and Authorization Form signed and dated by the producer.

Sales Agreement signed and dated by the producer.

Authorization for Automatic Pay Deposit form signed and dated by the producer.

*(Voided check must be attached. We will not accept deposit slips for checking or savings accounts. Automatic Deposit is required.)*

Assignment of Commission form signed and dated by the producer.

**Please Note: Any missing or incomplete documents may extend the contracting process.**



# Exhibit 3



## PRODUCER APPLICATION FOR APPOINTMENT

PO Box 1389 Greenville, SC 29602

Ph: 1-855-428-4363 F: 1-888-232-1490

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:  Producer  Agency/Broker Dealer *(Note: If commissions are paid to the Agency, the Agency must be appointed and attach an Assignment Form.)*

Licensing Contact E-mail: Licensing@PASI.com

Commission Contact E-mail: Commissions@PASI.com

### PRODUCER OR PRINCIPAL OFFICER FOR AGENCY

Producer Name: Julie Jones

*First, Middle, Last - As it appears on license*

Date of Birth: 10-20-1960 SSN: 321-65-4987 E-mail: julie.jones@PASI.com

Home Address: 200 Meeting Street City: White Plains State: NY Zip: 10601

Mailing Address: 210 Meeting Street City: White Plains State: NY Zip: 10601

*(All correspondence will be mailed to this address.)*

Business Address: 210 Meeting Street City: White Plains State: NY Zip: 10601

Home Phone: +1 (901) 777-8888 Business Phone: +1 (888) 555-6666 Fax: +1 (888) 555-6661

### AGENCY/BROKER DEALER INFORMATION *(Complete this section if requesting Agency Appointment)*

Agency Name: Premier Agent Sales, Inc. Federal Tax ID #: 963-85-2741

*As it appears on license*

Mailing Address: 210 Meeting Street City: White Plains State: NY Zip: 10601

*(All correspondence will be mailed to this address.)*

Business Address: 210 Meeting Street City: White Plains State: NY Zip: 10601

Business Phone: +1 (888) 555-6666 Fax: +1 (888) 555-6661

Principal Officer for Agency/Broker Dealer: Julie Jones

Principal E-mail: julie.jones@PASI.com

### ADDITIONAL INFORMATION

		YES	NO
1.	Have you ever been convicted of, pled no contest (nolo contendere) to, or been put on probation for any crime, including any driving offenses other than a speeding ticket?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Are you currently charged with committing a crime, including any driving offenses other than a speeding ticket? <b>An affirmative answer to either of the above questions does not necessarily mean a denial of your request for appointment with Athene Annuity NY.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If you answer yes to <b>any of the above questions</b> , 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

		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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 NY, and  b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	<p>Have you completed Anti-Money Laundering (AML) training through LIMRA?</p> <p>If so, please enter the date of completion: <u>1/2/2013</u></p> <p>(If you have not completed AML training through LIMRA, please refer to the "<a href="#">Terms, Conditions and Guide for Doing Business with Athene Annuity &amp; Life Assurance Company of New York</a>" for a description of AML requirements including alternative training methods. When it is time to renew your AML training requirements, you will be required to complete the most recent "refresher" course available through LIMRA. You cannot receive training credits for repeating the same course or completing an older course.)</p>	<input checked="" 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 of New York](#)" including the Contracting and Appointment standards and believe I meet the standards required by the Company. Athene Annuity & Life Assurance Company of New York retains sole authority to terminate any appointments subject to applicable laws and regulations.

X \_\_\_\_\_

Date: Oct 28, 2013

Name (Print): Julie Jones

SSN: 321-65-4987

# Exhibit 4



PO Box 1389 Greenville, SC 29602

## CONSENT & AUTHORIZATION

Ph: 1-855-428-4363 F: 1-888-232-1490

You have applied to Athene Annuity & Life Assurance Company of New York ("Athene Annuity NY") 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 NY. In connection with your appointment application, Athene Annuity NY 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 NY. 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 NY 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 NY 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 NY 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 NY is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through Athene Annuity NY, whichever occurs first.

X

Date: Oct 28, 2013

Name (*Print*): Julie Jones

SSN: 321-65-4987

Athene Annuity & Life Assurance Company of New York  
 Mailing Address: PO Box 1389, Greenville, SC 29602

69 Lydecker St. Nyack, NY 10960  
 Ph: 1-855-428-4363 F: 1-888-232-1490

<b>Check One:</b>			
<input type="checkbox"/>	Producer	Name: <u>Julie Jones</u>	Producer Address: 210 Meeting Street White Plains, NY 10601
<input type="checkbox"/>	Agency or Broker/Dealer	Full Legal Name: <u>Premier Agent Sales, Inc.</u>	Agency or Broker/Dealer Address: 210 Meeting Street White Plains, NY 10601
<input checked="" type="checkbox"/>	Both		

This agreement is between ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK, a New York corporation (the "Company") and the above named individual and/or 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 of New York" (the "Guide"), 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 web site from time to time. It is Your responsibility to periodically check the Company's web site 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.

(b) The Company may charge back commissions received by You in accordance with the Commission Schedules and as described in this section. The Company may charge back 100% of commissions paid under the agreement (1) on premiums that are refunded for any reason and (2) on premiums not yet paid on a contract that is rescinded or not taken or terminated for any reason. In addition, if a Contract is terminated for any reason or if a death occurs on the Contract, the Company may charge back a certain percentage of commissions paid on premiums that are paid and not refunded, which varies on the month of Contract termination or death as set forth in the following table.

	Full Surrender	Annuitization	Partial Withdrawal	Death
All Annuity Products	First 6 months: 100%	First 24 months: 100%	First 6 months: 100%	First 6 months: 100%
	Second 6 months: 50%			Second 6 months: 50%

Chargebacks do not apply to "restricted minimum distributions" and "substantially equal periodic payments" withdrawals under IRC §72(t). Chargebacks due to death apply as of the date of death, not the date of disbursement. A spousal continuation will not trigger a chargeback. 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 or its affiliate (s) 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 or its affiliate(s). All payments toward a debt owed to the Company or its affiliate(s) 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.

(c) 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 or if you owe a debt to the Company or its affiliate(s) at the time this agreement terminates for any reason, 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 Guide "[Terms, Conditions and Guide for Doing Business with Presidential Life Insurance 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 New York (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.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**Entire Agreement.** This agreement, the Guide, 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 and the Guide may be revised as stated in this agreement.

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

**PRODUCER**

**ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF  
NEW YORK**

X \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Julie Jones

Printed Name: \_\_\_\_\_

Date: Oct 28, 2013

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY/BROKER DEALER**

Legal Name: Premier Agent Sales, Inc.

X \_\_\_\_\_

Name of Officer: Julie Jones

Title: Principal Officer

Date: Oct 28, 2013



# Exhibit 6



## ASSIGNMENT OF COMMISSION

PO Box 1389 Greenville, SC 29602

Ph: 1-855-428-4363 F: 1-888-232-1490

### Instructions:

1. Complete the authorization form below.
2. Submit the completed form along with other contracting documents to Athene Annuity & Life Assurance Company of New York Producer Services.

### ASSIGNOR:

(Assigning Commissions)

Julie Jones

321-65-4987

Assignor Name

Assignor's SSN/TIN

### ASSIGNEE:

(Receiving Commissions)

Premier Agent Sales, Inc

78-4567891

Assignee Name

Assignee's SSN/TIN

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-referenced Assignor does hereby assign to the above-referenced Assignee all right, title and interest in and to all commissions and other compensation, if any, which are now or may hereafter become due and payable to the Assignor by Athene Annuity & Life Assurance Company of New York ("Athene Annuity NY").

This assignment is subject to all rights of lien, setoff, and indemnification that Athene Annuity NY may have or be entitled to, whether for present or future indebtedness of the Assignor. Any payment of commissions or other compensation by Athene Annuity NY to the Assignee pursuant to this assignment shall fully and completely discharge and release Athene Annuity NY from any and all rights, claims and causes of action of the Assignor arising out of, or related in any way to, the assigned commissions or compensation. Athene Annuity NY shall not be bound in any way to see to the application of those commissions or compensation.

The Assignee acknowledges that he/she/it has an active insurance producer's license in the jurisdictions in which commissions will be earned, if required by law.

### Assignor's Signature:

Signature: \_\_\_\_\_

Printed Name: Julie Jones

Title: Principal Officer

*(if on behalf of an entity)*

Date: Oct 28, 2013

### ACKNOWLEDGEMENT

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

X \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**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): 1052344575

Name: Julie Jones

SSN: 321-65-4987

**AUTHORIZATION**

I hereby authorize Athene Annuity NY Company to:  
     Start    Stop  
    Depositing my net compensation  
    due from Athene Annuity NY 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  
savings account number shown below.

**BANK INFORMATION**

Name of Bank: Hometown Bank of White Plains NY

City: White Plains

State: NY

Zip Code: 10601

Routing No. 357421689

Account No. 2315649721

Checking    Savings\*

Attach VOIDED check here.

\*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 deposit, and the bank account type and number.

By signing below, you authorize Athene Annuity & Life Assurance Company of New York ("Athene Annuity NY") to automatically transfer funds to your account and make withdrawals from your account in the event of errors. This authorization will remain in effect until Athene Annuity NY receives written notice of termination or a new authorization form from you, provided that Athene Annuity NY has a reasonable opportunity to act on your notice. You agree not to hold Athene Annuity NY responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or your financial institution or due to an error by your financial institution. You hereby acknowledge that this authorization does not constitute an assignment and that a 1099 will be issued to the individual or organization that earned the compensation, regardless of the name on the bank account.

Please be sure that the routing information provided is the routing number that your financial institution uses to receive electronic funds via ACH (Direct Deposit).

**X**

Date: Oct 28, 2013

Account Owner Signature

(If the owner is an organization, an authorized officer of the organization must sign and list his/her title.)



## Exhibit 1 / Sample 2

### APPOINTMENT/COMPENSATION HIERARCHY LEVELS TRANSMITTAL

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

Phone: 1-855-428-4363 Fax: 1-888-232-1490

Producer Name: Scott Rogers SSN: 147-25-8369  
 Producer Number (if applicable): 1052344578 Submit Date: Oct 28, 2013

**Select one of the following:**

- 1)  **NEW Producer**  
 Verify that the producer/agency you are submitting this with is not currently contracted with Athene Annuity & Life Assurance Company of New York. If the producer/agency is currently contracted, go to #2.
- 2)  **TRANSFER / HIERARCHY CHANGE**      OR       **COMMISSION LEVEL CHANGE**  
 Please see the Transfer and Commission Level Change Guidelines on reverse side.  
 E-mail [producer@athene.com](mailto:producer@athene.com) to verify that the producer/agency is eligible for a transfer. Once transfer eligibility is obtained, complete the Hierarchy Table below and submit to Presidential Life Insurance Company. **The Effective Date of the Transfer or Level Change will be determined by Athene Annuity & Life Assurance Company of New York. Business submitted prior to Athene Annuity & Life Assurance Company of New York's effective date will be paid to the producer/agency's old hierarchy.**

Complete the hierarchy table:

Compensation Level	Annuity Products <i>(If Available, Include Person/IMO Name and Producer Number)</i>
NMO	Annuity Sales Group, LLC- 1052344567
RMO	Premier Agent Sales, Inc- 1052344576
EMO	
GA	Scott Rogers - 1052344578
EGA	
IGA	
SGA	
*LO	

**\*LO is the acronym for License Only. Licensed Only is the term used for a producer that assigns 100% of their commission to their Agency or their direct up line. When requesting the LO Level, a completed Assignment of Commission Form, #S7120-NY, must accompany the contracting paperwork.**

Producers who do not produce business within 24 months may have their appointment and contract with the Company terminated. The timing for terminating a producer or agency's contract and appointment is at the sole discretion of the Company. The producer and or agency will be notified in writing of the date on which his/her sales contract is terminated.

### **Transfer and Level Change Guidelines for Existing Producers and Agencies**

The Company considers a producer or agency to be contractually committed to the Independent Marketing Organization with whom they are initially contracted. However, Producers or Agencies, with or without down line producers, are allowed to transfer to another IMO's hierarchy if the following guidelines are met:

1. A transfer or commission level change request for a producer or agency is allowed based on strict guidelines. Requests for transfers or commission level changes must be submitted to the Company by your Top Level Marketing Organization via fax using the Appointment/Compensation Hierarchy Levels Form (S7121-NY). The Company will process the request and communicate the effective date. Business written prior to the new effective date will be processed under the old hierarchy or commission level. Please speak with your marketing organization for the Company's Transfer and Commission Level Guidelines or to submit a request to the Company.
2. If an existing producer/agency is requesting a transfer from one IMO to another, the IMO requesting the transfer should determine if the producer/agency is eligible to transfer under the current contract with the existing IMO. If there is ever any question about an producer/agency being contracted, please contact the company by electronic mail at [producer@athene.com](mailto:producer@athene.com) to verify the producer/agencies status.
3. \*Producers or Agencies may transfer IMO's without a Letter of Release if the following guidelines are met:
  - a. The producer hasn't submitted any business under the old organization within the last 6 months;
  - b. The producer has been contracted with that marketing organization for longer than 6 months; and
  - c. A producer with an outstanding debit balance must clear that negative before transferring.
4. A Producer/Agency that has submitted business or been contracted within the last 6 months may be eligible to transfer to a new hierarchy provided the producer/agency obtains a Letter of Release from their existing IMO. Once the Letter of Release has been obtained, please follow the guidelines outlined above.

#### Important Note:

A producer, or agency, who submits business without receiving confirmation from the Company of the new effective date of the transfer or commission level change, will be paid according to the old hierarchy and commission level in place at the time the policy was written.

Additionally, the new business submitted prior to the Company approving and processing the change request will require the producer/agency to obtain a Letter of Release from their old IMO to transfer. Should the producer be successful in obtaining the Letter of Release the effective date of the transfer or commission level change will be set by the Company as outlined in #1 above.

No backdating of transfer requests or commission level changes will be made.

\*Extenuating circumstances will be reviewed by the National Sales Director.

## Exhibit 2

Send package to producer.

Fax completed forms to Athene Annuity NY Producer Services at 1-888-232-1490.

Reminder: Don't forget to submit the hierarchy form.

# Athene Annuity NY Contracting Package

## For Appointment with Athene Annuity & Life Assurance Company of New York

Thank you for your interest in becoming contracted and appointed with Athene Annuity NY!

To ensure that we are able to process your Contracting Package as quickly as possible, please follow these simple steps.

### 1. Answer the following:

Who is being  
contracted?

Producer

Agency/Broker Dealer

Both

(choose this option when contracting an agency with a principal officer who **WILL NOT** write business)

(choose this option when contracting an agency with a principal officer who **WILL** write business)

**NOTE: If you change your answer to "1", you will need to answer "2" again.**

2. Is the producer "licensed-only" and assigning 100% of their commissions?

Yes

No

3. Please read all of the documents in the package carefully, as well as the Guide for Doing Business with Athene Annuity & Life Assurance Company of New York.

4. Complete each of the forms within the package and fax to Athene Annuity NY Producer Services at: 1-888-232-1490.

### Contracting Checklist:

Hierarchy Form

Producer Application for Appointment signed and dated by the producer.

*(All questions must be answered. If any are answered "yes," please provide a statement of explanation.)*

Consent and Authorization Form signed and dated by the producer.

Sales Agreement signed and dated by the producer.

Authorization for Automatic Pay Deposit form signed and dated by the producer.

*(Voided check must be attached. We will not accept deposit slips for checking or savings accounts. Automatic Deposit is required.)*

**Please Note: Any missing or incomplete documents may extend the contracting process.**



# Exhibit 3



## PRODUCER APPLICATION FOR APPOINTMENT

PO Box 1389 Greenville, SC 29602

Ph: 1-855-428-4363 F: 1-888-232-1490

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:  Producer  Agency/Broker Dealer *(Note: If commissions are paid to the Agency, the Agency must be appointed and attach an Assignment Form.)*

Licensing Contact E-mail: Licensing@ASGI.com

Commission Contact E-mail: Commissions@ASGI.com

### PRODUCER OR PRINCIPAL OFFICER FOR AGENCY

Producer Name: Scott Rogers

*First, Middle, Last - As it appears on license*

Date of Birth: 10-20-1960 SSN: 147-25-8369 E-mail: srogers@gmail.com

Home Address: 151 Rogers Road City: Yonkers State: NY Zip: 10704

Mailing Address: 151 Rogers Road City: Yonkers State: NY Zip: 10704

*(All correspondence will be mailed to this address.)*

Business Address: 151 Rogers Road City: Yonkers State: NY Zip: 10704

Home Phone: +1 (901) 222-7788 Business Phone: +1 (888) 222-7890 Fax: +1 (888) 222-7891

### AGENCY/BROKER DEALER INFORMATION *(Complete this section if requesting Agency Appointment)*

Agency Name: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

*As it appears on license*

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*(All correspondence will be mailed to this address.)*

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Principal Officer for Agency/Broker Dealer: \_\_\_\_\_

Principal E-mail: \_\_\_\_\_

### ADDITIONAL INFORMATION

		YES	NO
1.	Have you ever been convicted of, pled no contest (nolo contendere) to, or been put on probation for any crime, including any driving offenses other than a speeding ticket?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Are you currently charged with committing a crime, including any driving offenses other than a speeding ticket? <b>An affirmative answer to either of the above questions does not necessarily mean a denial of your request for appointment with Athene Annuity NY.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If you answer yes to <b>any of the above questions</b> , 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

		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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 NY, and  b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	<p>Have you completed Anti-Money Laundering (AML) training through LIMRA?</p> <p>If so, please enter the date of completion: <u>January 2, 2013</u></p> <p>(If you have not completed AML training through LIMRA, please refer to the "<a href="#">Terms, Conditions and Guide for Doing Business with Athene Annuity &amp; Life Assurance Company of New York</a>" for a description of AML requirements including alternative training methods. When it is time to renew your AML training requirements, you will be required to complete the most recent "refresher" course available through LIMRA. You cannot receive training credits for repeating the same course or completing an older course.)</p>	<input checked="" 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 of New York](#)" including the Contracting and Appointment standards and believe I meet the standards required by the Company. Athene Annuity & Life Assurance Company of New York retains sole authority to terminate any appointments subject to applicable laws and regulations.

X \_\_\_\_\_

Date: Oct 28, 2013

Name (Print): Scott Rogers

SSN: 147-25-8369

# Exhibit 4



PO Box 1389 Greenville, SC 29602

## CONSENT & AUTHORIZATION

Ph: 1-855-428-4363 F: 1-888-232-1490

You have applied to Athene Annuity & Life Assurance Company of New York ("Athene Annuity NY") 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 NY. In connection with your appointment application, Athene Annuity NY 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 NY. 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 NY 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 NY 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 NY 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 NY is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through Athene Annuity NY, whichever occurs first.

X \_\_\_\_\_ Date: Oct 28, 2013

Name (*Print*): Scott Rogers SSN: 147-25-8369



Athene Annuity & Life Assurance Company of New York  
 Mailing Address: PO Box 1389, Greenville, SC 29602

69 Lydecker St. Nyack, NY 10960  
 Ph: 1-855-428-4363 F: 1-888-232-1490

<b>Check One:</b>		<b>Producer Address:</b>	151 Rogers Road Yonkers, NY 10704
<input checked="" type="checkbox"/> Producer	<b>Name:</b> <u>Scott Rogers</u>	<b>Agency or Broker/Dealer Address:</b>	_____
<input type="checkbox"/> Agency or Broker/Dealer	<b>Full Legal Name:</b> _____		
<input type="checkbox"/> Both			

This agreement is between ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK, a New York corporation (the "Company") and the above named individual and/or 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 of New York" (the "Guide"), 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 web site from time to time. It is Your responsibility to periodically check the Company's web site 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.

(b) The Company may charge back commissions received by You in accordance with the Commission Schedules and as described in this section. The Company may charge back 100% of commissions paid under the agreement (1) on premiums that are refunded for any reason and (2) on premiums not yet paid on a contract that is rescinded or not taken or terminated for any reason. In addition, if a Contract is terminated for any reason or if a death occurs on the Contract, the Company may charge back a certain percentage of commissions paid on premiums that are paid and not refunded, which varies on the month of Contract termination or death as set forth in the following table.

	Full Surrender	Annuitization	Partial Withdrawal	Death
All Annuity Products	First 6 months: 100%	First 24 months: 100%	First 6 months: 100%	First 6 months: 100%
	Second 6 months: 50%			Second 6 months: 50%

Chargebacks do not apply to "restricted minimum distributions" and "substantially equal periodic payments" withdrawals under IRC §72(t). Chargebacks due to death apply as of the date of death, not the date of disbursement. A spousal continuation will not trigger a chargeback. 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 or its affiliate (s) 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 or its affiliate(s). All payments toward a debt owed to the Company or its affiliate(s) 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.

(c) 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 or if you owe a debt to the Company or its affiliate(s) at the time this agreement terminates for any reason, 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 Guide "[Terms, Conditions and Guide for Doing Business with Presidential Life Insurance 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 New York (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.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**Entire Agreement.** This agreement, the Guide, 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 and the Guide may be revised as stated in this agreement.

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

**PRODUCER**

**ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK**

X \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Scott Rogers

Printed Name: \_\_\_\_\_

Date: Oct 28, 2013

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENCY/BROKER DEALER**

Legal Name: \_\_\_\_\_

X \_\_\_\_\_

Name of Officer: Scott Rogers

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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): 10523444578

Name: Scott Rogers

SSN: 147-25-8369

**AUTHORIZATION**

I hereby authorize Athene Annuity NY Company to:  
     Start    Stop  
    Depositing my net compensation  
    due from Athene Annuity NY 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  
savings account number shown below.

**BANK INFORMATION**

Name of Bank: Bank of America

City: Yonkers

State: NY

Zip Code: 10704

Routing No. 321456321

Account No. \_\_\_\_\_

Checking    Savings\*

Attach VOIDED check here.

\*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 deposit, and the bank account type and number.

By signing below, you authorize Athene Annuity & Life Assurance Company of New York ("Athene Annuity NY") to automatically transfer funds to your account and make withdrawals from your account in the event of errors. This authorization will remain in effect until Athene Annuity NY receives written notice of termination or a new authorization form from you, provided that Athene Annuity NY has a reasonable opportunity to act on your notice. You agree not to hold Athene Annuity NY responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or your financial institution or due to an error by your financial institution. You hereby acknowledge that this authorization does not constitute an assignment and that a 1099 will be issued to the individual or organization that earned the compensation, regardless of the name on the bank account.

Please be sure that the routing information provided is the routing number that your financial institution uses to receive electronic funds via ACH (Direct Deposit).

**X** \_\_\_\_\_

Date: Oct 28, 2013

Account Owner Signature

(If the owner is an organization, an authorized officer of the organization must sign and list his/her title.)