



www.athene.com

Transmittal Form

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

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

Contact us:
Agency Services - Tel: 888 266 8489

This form must be included with each new contracting request or change of existing commission level or hierarchy

New business pending or new business submitted with this request

Owner Name	State of Sale	Date of Application / /
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<input checked="" type="checkbox"/> Full Name of Producer or Organization	Producer Code	Effective Date of Change* / /
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*The effective date of the transmittal must be prior to the application date for any policies pending issue. Policies already issued and paid will not be affected

Please complete the row associated with the distribution channel(s) you wish to set up.

Select Type	Producer Commission Level	Next in Hierarchy Name and Producer Code	Top of Hierarchy Name and Producer Code
	Example Street, LOA	Exact name and corresponding code must be provided	Exact name and corresponding code must be provided
National			
National - NY	L.O.A.		NestEgg Builders WYBWW
Annexus			

Recruiter Contact Information: (For questions regarding this request, we will contact the following)

Name NestEgg Builders Corp	Phone # 845592-4064
Email Address jherfel@nesteggbuilders.com	

Producer or Organization Contact Information: (For the individual producer)

<input checked="" type="checkbox"/> Name	Phone #
<input checked="" type="checkbox"/> Email Address	

Producer Signature - (required for transfers) X	Printed Name
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100% commissions paid to NestEgg
All policies should be mailed to NestEgg Builders



IMO Contract Appointment Applications and Agreement



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NOTE: * Required Field
All applicable sections must be signed and dated

Thank you for your interest in Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York (individually and collectively, the "Company").

1. NEW BUSINESS

New business pending or new business submitted with this request

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

- Individual** - complete all sections except 4
- Organization (when principal is not currently contracted with Athene)** - Complete all sections
- Organization (when principal is currently contracted with Athene)** - Complete Sections 3, 4, 7, and 8

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

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

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



Contract Appointment Application and Agreement



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

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

* Organization Name:	* Tax ID Number:	
* Business Address		
* City	* State	* Zip Code
* Did you attach a Corporate Resolution or List of Authorized Signers? <input type="checkbox"/> Yes		
We will be unable to process your request if this is not submitted or currently on file.		

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

Producer Coverage

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

6. QUESTIONNAIRE

Respond to all questions for you personally, in the capacity as the Principal of the organization, and on behalf of any organization over which you have exercised or currently exercise control.

If you answer "yes" to any questions (d) through (k), then you must attach an explanation and related documents (e.g. orders, settlement agreements, Sec. 1033 waiver, etc.).

a. Have you ever applied for a contract with any of the Company (or predecessor) companies? Yes No

If Yes, then list the Athene companies and producer codes:

b. Have you completed the required anti-money laundering training program? Yes No
 Proof of completed training course (if other than LIMRA) must be provided.

c. Do you hold a securities license? Yes No

If Yes, who is your broker/dealer: CRD#

d. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for noncompliance with continuing ed. or renewal fee requirements) Yes No

e. Have you or any business in which you are or were an producer, owner, partner, officer, or director had a complaint filed, a regulatory inquiry/investigation, administrative proceeding, an arbitration, or been fined or sued by an insurance department, NASD/FINRA, state securities office, attorney general or any other regulatory organization? Yes No

f. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? Yes No



Contract Appointment Application and Agreement



Athene.com

6. QUESTIONNAIRE (continued)

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

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

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

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

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

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



Contract Appointment Application and Agreement



7. DECLARATION AND AUTHORIZATION

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

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

Independent Producer Signature	Date / /
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*Required for Organization Contracting

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



8. CONSUMER REPORT AUTHORIZATION

Authorization and Release for Use of Consumer Reports

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

For California, Minnesota, and Oklahoma Residents Only

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

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

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

Yes No

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

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

*Required for Organization Contracting

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

California Producers may find the California Privacy Policy and Privacy Notice at www.athene.com/privacy.



Independent Producer Contract



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Producer: _____

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

1. Appointment

We agree to appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the commission schedules from time to time provided to you. Once appointed, You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business ("Applicable Law"), and with the rules, policies, guidelines and operating procedures set out in our "Guide to Doing Business with Athene" that we publish from time to time on the producer extranet website (as updated from time to time referred to as the "Guide"). You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting his/her/its insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability and/or applicable standard of care analysis as may be required by Applicable Law or our practice. The Company may, at its sole discretion, determine to no longer appoint you to procure new business by cancelling your state appointments. The Company may permit you to continue servicing your in-force contracts. The scope of servicing activities is determined by the Company in its absolute discretion and shall be conducted in accordance with applicable provisions of this Contract and Applicable Law. If you cease to be licensed or cease servicing of any contracts, no further information will be provided. The Company reserves the right to terminate the servicing relationship at any time for any reason. The terms of this contract remain in full force and effect until such time it is terminated. You may not apply as an owner of any insurance contract on the life of a prospective customer, nor list yourself as beneficiary of any such contract, unless you have a legitimate insurable interest in the life of the proposed insured as determined by Applicable Law and by us. You may not make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that current contract interest rates, or any contract values based on current interest rates, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf.

2. Independent Contractor

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

3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive Compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received Compensation from us (referred to as "your producers"). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers' compliance with the terms and conditions of their contracts with us and with all Applicable Law, and with the Guide.



4. Company's Exclusive Authority

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

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

5. License

Subject to rules we may establish from time to time, we may pay appointment fees required by the state in which you have your principal place of business. You shall secure and maintain the insurance license(s) for you, and, as appropriate, any sub-producers, business entities, officers, employees and/or applicable solicitors as required by state regulatory authority, and will not allow solicitation of insurance business outside the scope of said license(s). Failure to maintain the required license(s), including failure to perform, require, or maintain required state training, shall be grounds for termination consistent with section 20 of this Contract.

6. Use of Technology

We agree to provide you access to and right to use technology-based systems and materials that we may, at our absolute discretion, determine to be reasonably required for your performance of your obligations under this Contract. We grant a nontransferable, nonexclusive, license to use the software within the scope of your responsibility under this Contract and for no other purpose. You shall not reproduce, display, modify or distribute any of the technology-based systems and materials provided to you for any purpose outside of the scope of your responsibilities under this Contract, including provision of access to any third party without express written permission provided by us. Upon termination of this Contract, you agree to return all copies of technology-based systems and materials in your possession and retain nothing.

We provide use of our technology-based systems and materials on an "as is" basis, and expressly disclaim any and all warranties express or implied, including any warranties of merchantability or fitness for a particular purpose. You understand and agree that the technology-based systems and materials contain trade secrets and proprietary data we own, and that such secrets and proprietary data remain our sole and exclusive property.

By use of these technology-based systems, you agree that, to the maximum extent permitted by Applicable Law, we shall not be liable to you for any special, indirect, incidental, or consequential damage arising out of a lack of access, use or lack of use of the technology-based systems or materials.

7. Receiving Premiums

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle contract owner premiums with your personal funds or with your Organization funds, and premium payments may not be remitted from personal or Organization accounts (except on contracts you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us.

8. Anti-Money Laundering

You will complete any applicable training and cooperate and share information with us upon request in accordance with the provisions of the USA PATRIOT ACT, and the rules promulgated thereunder, all Applicable Law, and as set forth in our Guide.

9. Advertising and Marketing

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

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to the Guide. No changes to otherwise approved sales promotions, sales materials or other advertising materials are permitted without our written approval pursuant to the Guide.



10. Trademark; Trade Secrets

You acknowledge that trademarks, trade names, and design marks ("Trademark") used by us are proprietary and our sole property. You shall not use the Trademark, except in the normal course of disclosure, advertising and marketing only having obtained prior written approval for such use pursuant to the Guide. You shall take all reasonable action to protect our rights therein. Upon termination of this Contract, you shall immediately cease the use of any of our proprietary Trademark materials and destroy said materials or return said Trademark materials to us.

All supplies, including but not limited to software, rating materials, agent manuals, underwriting guidelines, documents, forms, policies, and business plans, furnished by us shall always remain our property and shall be returned to us or our representative upon demand. All such information provided by and included in the supplies shall be deemed our protected and confidential proprietary information. You shall not disclose to any individual or entity not a party to this Contract, other than your employees, any of the aforementioned information that was furnished to you by us. The information may be in the form of, but is not limited to, manuals, forms, correspondence, electronic media or software. Upon termination of this Contract, all such materials shall be returned within thirty (30) days of termination to us. No passwords provided by us to you for access to any software, internet-based application or interface, or website will be disclosed to any third party. You shall ensure that all sub-producers, business entities, officers, employees and/or applicable solicitors who receive this information and/or passwords shall comply with these obligations.

11. Delivery of insurance contracts

All Contracts must be delivered promptly to the contract owner by the Company or you. If applicable, you agree to deliver the insurance contracts promptly and without delay. Those contracts not delivered within our required, published delivery period must be returned to us promptly. You agree to comply with our delivery guidelines, policies and procedures, including, as applicable, electronic delivery, as set forth more fully in the Guide.

12. Return of Premiums/Chargebacks

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not entitled to Compensation with respect to any such insurance contract, and any such Compensation paid to you will become an indebtedness of you to us. Furthermore, you are not entitled to any Compensation with respect to any contracts or applications that are rejected, rescinded, declined, not taken, cancelled by us for any reason or on premiums returned to the owner at any time before or after issue of the contract for any reason and you will immediately refund to us any such Compensation upon our written demand. Any charged back Commissions shall become an immediate debt to us consistent with the provisions of Section 18 of this Contract.

13. Other Company Policies, Procedures and Guidelines

You are responsible for reviewing, understanding and complying with the Guide. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You acknowledge and agree to receive and review all applicable product, legal and compliance communications. California Producers may find the California Privacy Policy and Privacy Notice at www.athene.com/privacy. You will abide by, and will ensure, that all of your sub-producers, business entities, officers, employees and/or applicable solicitors abide by the Guide and the requirements of Applicable Law. You acknowledge and agree that the Guide may be revised by us at any time and from time to time, in our sole discretion and without prior notice to you.

14. Errors and Omissions

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

15. Privacy and Data Security

You may collect, maintain, or store non-public personal information and proprietary business information, for the purpose of performing services for us or functions on our behalf ("Confidential Information"). Except to the extent otherwise or specifically permitted by law, You are expressly prohibited from disclosing or using Confidential Information for any purpose other than to carry out your obligations under this Contract or as specifically authorized by us. Specifically, you shall: (i) preserve the confidentiality, integrity and availability of Confidential Information; (ii) comply with all federal and state requirements regarding the protection and disclosure of Confidential Information; (iii) maintain and periodically (at least annually) review and update a comprehensive, written information security plan including without limitation policies or procedures for access controls designed to limit access to systems containing Confidential Information through at least two authentication factors ("Multi-Factor Authentication"); (iv) maintain technology systems and privacy safeguards no less protective than required by applicable laws and/or industry standards, and from time to time enhanced in accordance with changes in Applicable Law and industry standards; (v) store and transmit all electronic Confidential Information in



* 1 9 3 7 5 *

encrypted form, using commercially supported encryption solutions; (vi) and upon our request, provide any evidence of such policies, procedures, safeguards or other information to show compliance with the requirements of this section. Any act or attempt, successful or unsuccessful to gain unauthorized access to, disrupt or misuses an information system containing Confidential Information or unauthorized access, acquisition, disclosure or use that comprises the security, confidentiality, or integrity of Confidential Information ("Security Incident") of which you become aware must be reported to us both telephonically and in writing immediately and prior to any regulatory notice as required by law. Further, in the event of a Security Incident, you shall: (i) immediately implement controls to maintain and preserve all evidence; (ii) conduct an internal investigation and cooperate with us in our investigation; (iii) provide a detailed plan of the occurrence describing the measures you have or will undertake to prevent a future Security Incident; and (iv) provide any other reasonable information requested by us. If the Security Incident implicates non-public personal information, you further agree to notify all affected individuals and federal and state regulators in accordance with applicable laws and comply with reasonable actions as directed by us. We shall approve the timing, content and method of any notification distributed by you and you shall promptly reimburse any reasonable costs, legal fees and expenses incurred by us arising out of the Security Incident.

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

16. Contract Non-Assignable

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

17. Compensation

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

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

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

18. Indemnity and Indebtedness/Right of Set-Off

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

In order to secure all present and future indebtedness of you to us, you hereby pledge, assign and grant to us a security interest in, a first lien upon, and rights of set-off and recoupment against all Compensation due to you from us. In the event you are indebted to us, due to a chargeback or for any other reason, we shall have the right, at any time, to deduct such indebtedness from any and all Compensation due to you from us, at our sole discretion. You are responsible for any indebtedness owed to us. Should you fail to pay, we may exercise, at our discretion, any and all rights and remedies as allowed under this contract, any other existing contract, or as may exist in law or equity.

Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 5.25% per year, as amended from time to time upon notice to you by us. Our option not to exercise any such right or remedy shall not be construed as a waiver of said right or remedy at a later date. Any such indebtedness, whether occurring before or after termination of this contract, and all rights and remedies available to us shall survive termination of this Contract.



19. Records; Audit; Compliance

You agree to maintain, safeguard, and produce for inspection upon our request complete and accurate files of all transactions related to us, our products, applicants, insureds, and policy and contract owners related to us. Such files shall be maintained in accordance with our rules and procedures and applicable state and federal law and regulations.

Specifically, if you are licensed and appointed to solicit business in the state of New York, the records relating to that business issued in the State of New York shall be maintained in accordance with New York Insurance Regulation 152.

You agree that all records in the possession of or under your control which are connected with or relate to business transacted under this Contract shall be open to inspection, audit and shall be fully disclosed to us. You agree to provide said information requested by us within five (5) business days or less. In the event we request such information in connection with an examination or investigation by any government or regulatory agency, you agree to provide us said information within two (2) business days or less from the time the request is received. We shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from your books and records for the purpose of verifying your compliance with the provisions of this Contract. If written verification is not provided timely, we may suspend payment of Compensation until such verification is received.

20. Termination

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

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

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

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

The provisions of Paragraphs 12, 14, 17, 18, 19, 21, 22, and 25 shall survive the termination of this Contract for any reason.

21. Suspension

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance Organization or department, the Financial Industry Regulatory Organization, or any other governmental or quasi-governmental organization. During the period of suspension, suspended producers may not take any action to solicit or procure applications for our products, directly or through producers, brokers or employees. Furthermore, during the period of suspension, suspended producers will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will continue for such period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 20 above.



22. Arbitration

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

23. Non Interference

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, while this Contract is in force and for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any contract owner to lapse, exchange, surrender or otherwise terminate any contract, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

24. Electronic Transmissions

We agree that you may submit application information to us by electronic transmission in accordance with the terms of this section and any other written policies and procedures concerning electronic transmission of application data that the parties may agree upon from time to time. The parties agree that you will utilize a mutually agreed upon order entry platform and transmission protocol for such transactions.

You shall be responsible for correctly inputting client data related to any product through the electronic transmissions process. You agree to indemnify us and hold us harmless against any and all losses, claims, damages, liability or expenses incurred by us which arise out of our reliance on any information submitted via electronic transmission which is inconsistent with information which was provided to you by a customer.

You acknowledge that if we provide any system, software, or other material related to electronic transmission for your use, such use is governed by the terms of this Contract, specifically, but not limited to, sections 6.

You are responsible for knowing all Applicable Law relating to electronic transmissions in all states where you are licensed and/or conducting business including any restrictions or limitations on the ability to utilize electronic technology in business done under this Contract, as well as the retention of any records or documentation regarding the business. You shall produce such records or documentation to us upon written request pursuant to section 19 of this Contract.

25. Consent to Electronic Agreement; Electronic Communications

In the event that you enter into this Contract by electronic means through our producer extranet website, you hereby agree and consent that this Contract shall be legally binding upon you and your heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation.

You hereby agree that at all times you will perform reasonable efforts to maintain the capacity to communicate with us through electronic mail, to accept electronic transactions including, but not limited to, electronic fund transfers, and the capacity to access the internet. You shall maintain and use reasonable efforts to ensure your current contact information is provided to us.

You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our producer extranet website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.



26. Entire Agreement

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except as consistent with the provisions of this Contract.

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

27. Amendments, Modifications and Changes; Severability; Governing Law

The parties agree that we may amend this Contract at any time, effective on a prospective basis. Amendments to the Contract shall be effective at such time as we display the new Contract provisions at our producer extranet website or when we notify you of such changes. Your continuation of the relationship created herein will be deemed to be your acceptance of such changes. You may request the most current version of this Contract by calling or writing us. The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein. Any provision of this Contract that is contrary to controlling law is hereby deemed to be amended to bring it into compliance with that law. The determination by any court of competent jurisdiction that any provision or term of this Contract is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this Contract. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

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

28. Contract Date, Effectiveness

This Contract is executed below and is made as of the date appearing adjacent to your signature on this Contract (or if no date appears thereon, as of the date the undersigned first offered any insurance product underwritten by the Company for sale to any customer or prospective customer), provided however, that the Contract shall not be effective until accepted by the Company, which such acceptance may be reflected by the Company's appointment of you in any jurisdiction, or by the direct or indirect payment of any commission from the Company to you.

PRODUCER
X:
Printed Name:

