

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

Home Office Address: 1 Blue Hill Plz, Ste 1672, Pearl River, NY 10965
 Blue Hill Plz, Ste 1672, Pearl River, NY 10965
 Mailing Address: PO Box 1555, Des Moines, IA 50306-1555
 Overnight Address: 7700 Mills Civic Parkway,
 West Des Moines, IA 50266-3862
 Customer Contact Center - Tel: 888 266 8489 Fax: 866 709 3922

AGENT/PRODUCER CODE & NAME:
SOLICITATION STATE: DISTRIBUTOR ACCOUNT ID:
1. PRODUCT

Product Name: Athene MaxRate ☐ 3 Year ☐ 5 Year ☐ 7 Year		Rider(s) N/A if not applicable	
Source of Funds	Initiated by: ☐ Client ☐ Carrier	Amount \$	
Source of Funds	Initiated by: ☐ Client ☐ Carrier	Amount \$	
Source of Funds	Initiated by: ☐ Client ☐ Carrier	Amount \$	
Internal Transfer from Existing Contract Number		Total Premium \$	

2. OWNER

Individual or Trustee First Name	M. I.	Last Name		Suffix	
Trust or Company Name					
Social Security Number/Tax ID	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant: ☐ Spouse ☐ Other:		
Street Address (Required - No PO Box)	City	State	Zip	Country	
Mailing Address (Optional)	City	State	Zip	Country	
Email	Phone () -				

Note: If the proposed owner(s) is not a natural person, for example a trust, a corporation or an association, then additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity. If contingent owner exists, include the Contingent Owner Form.

3. JOINT OWNER Not applicable to qualified contracts

First Name	M. I.	Last Name		Suffix	
Social Security Number - -	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant: ☐ Spouse ☐ Other:		
Street Address (Required - No PO Box)	City	State	Zip	Country	
Mailing Address (Optional)	City	State	Zip	Country	
Email	Phone () -				

Application for Individual Deferred Annuity



www.atheneannuity.com

4. ANNUITANT

First Name	M. I.	Last Name		Suffix
Social Security Number - -		Date of Birth (MM/DD/YY) / /		Gender ☐ M ☐ F
Street Address (Required - No PO Box)		City	State	Zip Country
Email			Phone () -	

5. JOINT ANNUITANT Not applicable to non-spouse or qualified plans

First Name	M. I.	Last Name		Suffix
Social Security Number - -	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant: ☐ Spouse ☐ Other:	
Street Address (Required - No PO Box)		City	State	Zip Country
Email			Phone () -	

6. BENEFICIARIES

Unless otherwise specified, multiple surviving beneficiaries will share equally. If a beneficiary is not a natural person, include name and date of creation on the Beneficiary Name line. All beneficiaries must be living/existing at the time of application.

Individual, Trust or Company Name			☐ Primary	Percentage %
Social Security Number/Tax ID	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant:	
Address	City	State	Zip	Country
Email			Phone () -	

Individual, Trust or Company Name			☐ Primary ☐ Contingent	Percentage %
Social Security Number/Tax ID	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant:	
Address	City	State	Zip	Country
Email			Phone () -	

(Beneficiary section continues on page 3)



6. BENEFICIARIES (continued)

Unless otherwise specified, multiple surviving beneficiaries will share equally. If a beneficiary is not a natural person, include name and date of creation on the Beneficiary Name line. All beneficiaries must be living/existing at the time of application.

Individual, Trust or Company Name				☐ Primary ☐ Contingent		Percentage %
Social Security Number/Tax ID	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant:			
Address		City	State	Zip	Country	
Email			Phone () -			

Individual, Trust or Company Name				☐ Primary ☐ Contingent		Percentage %
Social Security Number/Tax ID	Date of Birth (MM/DD/YY) / /	Gender ☐ M ☐ F	Relationship to Proposed Annuitant:			
Address		City	State	Zip	Country	
Email			Phone () -			

- **Additional beneficiaries can be listed on a separate sheet of paper with all required information, signed and dated by the owner.**
- The sum of the percentages for Primary and Contingent Beneficiaries, respectively, must total 100%.
- Contingent: A beneficiary who will receive the proceeds should all primary beneficiaries die prior to the payment of any proceeds.

7. TAX QUALIFICATIONS This section must be completed to indicate how contract should be issued**Select one of the available options below:**

☐ Non-Qualified
 ☐ Traditional IRA
 ☐ Roth IRA
 ☐ SEP IRA
 ☐ Inherited IRA

For Qualified options, select all that apply:

☐ Contribution Year _____
 ☐ Direct Transfer/Rollover
 ☐ Roth Conversion
☐ Rollover within 60 Days: I understand that, except in the case of a Roth Conversion, I can make only one rollover from an IRA (including a Traditional IRA, Roth IRA, or SEP IRA) to an IRA in any 1-year period, regardless of the number of IRAs I own.

For Inherited IRAs, complete for Decedent: (Inherited IRA must be selected above.)

Decedent Name		Qualified Type ☐ Traditional IRA ☐ Roth IRA	
Relationship to Proposed Annuitant: ☐ Spouse ☐ Other:		Date of Birth (MM/DD/YY) / /	Date of Death (MM/DD/YY) / /

8. REPLACEMENT This section **MUST** be completed

1. ☐ Yes ☐ No Do you have any in force or pending life insurance or annuity contracts?
2. ☐ Yes ☐ No Do you intend for this annuity to change or replace any existing life insurance policy or annuity contract?

9. AGREEMENTS AND SIGNATURES

The Owner agrees that all statements and answers to questions in this application are true to the best of my knowledge and belief.

I have received a copy of the disclosure material and understand that the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

Payment must be made payable to Athene Annuity and Life Assurance Company of New York.

IRS CERTIFICATION

Under penalties of perjury, I certify to the best of my knowledge and belief that:

- The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because:
 - I am exempt from backup withholding, or
 - 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
 - the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (as defined in the General Instructions of IRS Form W-9), and
- The Foreign Account Tax Compliance Act (FATCA) code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any): _____. (FATCA reporting codes can be found in the General Instructions on IRS Form W-9.) If you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Certification Instructions: Check here ☐ if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return and item 2 above does not apply.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signed at City	State	On Date
Owner Signature X	Joint Owner Signature (if applicable) X	
Annuitant Signature (if other than Owner) X	Joint Annuitant Signature (if applicable) X	

10. SPECIAL INSTRUCTIONS

11. PRODUCER USE ONLY

1. ☐ Yes ☐ No Does the applicant have an existing life insurance policy or annuity contract?
2. ☐ Yes ☐ No Does the applicant intend for this annuity to change or replace any existing life insurance policy or annuity contract?
If (Yes), replacement forms must accompany this application.
3. ☐ Yes ☐ No Is any participant on this contract or a dependent family member of a participant on this contract an active duty (full-time) service member (officer or enlisted) of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard)? If Yes, please complete Military Disclosure Form.

By signing below, I certify that I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were 1) left with the client and 2) retained in my files. I certify that any required disclosure material has been presented to the applicant. I have not made any statements which differ from this material nor have I made any promises about the future expected values of this Contract.

Producer Signature		Date Signed	
Producer Name (print please)		Producer Number	
Producer Phone Number () -	Producer Email Address		Percentage

Complete the following section for any additional producers and indicate the split percentages.

Producer Name	Producer Number	Producer Phone Number/Email Address	Split %

Must equal 100%

- ☐ Commission Option 1
 ☐ Commission Option 2 (trail)
 ☐ Commission Option 3 (trail)
- Commission options vary per product.

Customer Identification and Suitability Confirmation Worksheet



Mail or fax completed form to:

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

Contact us:

Annuity Customer Contact Center – Tel: 888 266 8489

Athene Annuity and Life Company

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

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

Please complete this worksheet in its entirety and submit with your application. The worksheet helps your producer assess your insurance needs and financial objectives. The financial and personal information requested on this form is required by Athene to verify if the product meets your needs and objectives. If additional space is needed, please attach a cover letter of explanation.

Please Note: Separate worksheets must be completed by joint owners, unless the owners are spouses. For Irrevocable Trust ownership, questions 1 & 2 for occupation, type of government issued photo ID and State or country of issue must be completed on the annuitant. For the remainder of the information on questions 1 & 2 and the remainder of the worksheet, the information should be completed on behalf of the trust. For Revocable Trust ownership, the information on the worksheet must be completed on behalf of the grantor/settlor. For all other non-natural owners, the information on the worksheet must be completed on behalf of the entity.

1.

Owner name	Owner SSN	Date of birth	Occupation
Type of gov't issued photo ID: ☐ Drivers license ☐ Passport ☐ Other _____ State or country of issue _____			
2.

Joint owner name	Joint owner SSN	Date of birth	Occupation
Type of gov't issued photo ID: ☐ Drivers license ☐ Passport ☐ Other _____ State or country of issue _____			

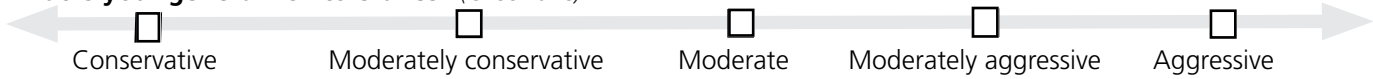
FINANCIAL STATUS

3. Indicate total value, including premium bonus, of all active and pending Athene annuities for the household, excluding the premium for this contract. <i>Household means applicant and applicant's spouse or domestic partner as determined by state law.</i>	\$
4. Indicate total accumulated value of all active non-Athene annuities for the household. <i>Exclude pending Athene annuities.</i>	\$
5. Monthly household gross income <i>For example: salary, social security payments, pension/retirement benefits, investment and rental income</i> Exclude income currently earned on the money to be used to purchase the annuity.	\$
6. Monthly household living expenses <i>For example: housing, transportation, insurance, food, health care and property taxes.</i>	\$
7. Approximate household net worth NOTE: Additional information may be required if the annuity to net worth ratio exceeds 50%. <i>Approximate net worth = total assets less total debts (not including home and automobile)</i>	\$
8. Available liquid assets after annuity purchase (net of premiums) <i>For example: checking, savings, short term CDs, bonds, stocks, mutual funds, etc.</i> Exclude: Qualified funds, 401(k)s and all existing annuity values at Athene and/or other carriers	\$

9. **Source of income:** (Check all that apply) ☐ Current wages ☐ Pension plan ☐ Social security ☐ Investment income
☐ Other, please explain: _____
10. **Federal income tax bracket** (Select one): ☐ 0% ☐ 10% ☐ 12% ☐ 22% ☐ 24% ☐ 32% ☐ 35% ☐ 37%
11. **Do you have emergency funds for at least 3 months of expenses, not including funds from this annuity?**
..... ☐ Yes ☐ No
12. **Do you anticipate any significant changes in your household's monthly income, monthly living expenses or liquid assets during the surrender charge period of this annuity?**..... ☐ Yes ☐ No
If yes, please explain: _____



FINANCIAL OBJECTIVES

13. Indicate in years, how long you have owned or have previously owned each of the following products:
Certificates of deposit _____ years. Fixed/variable annuity _____ years.
Stock/bond/mutual funds _____ years. None _____ Other _____ years, please explain: _____
14. Do you have a reverse mortgage?..... ☐ Yes ☐ No
15. If yes, is any of the premium intended for this annuity from a reverse mortgage?..... ☐ Yes ☐ No
16. Did you discuss your current financial situation and insurance products with your producer before deciding to purchase this annuity?..... ☐ Yes ☐ No
17. Do you understand and accept you could possibly lose some of your principal if you surrender your annuity early during the surrender charge period (if your cash surrender value is less than your premium)? ☐ Yes ☐ No ☐ N/A
18. Do you understand and accept that your interest credits may fluctuate depending on the annuity you are purchasing and, if applicable, the strategy allocation you have selected?..... ☐ Yes ☐ No ☐ N/A
19. What is your general risk tolerance? (Check one)
- ☐ 
- Conservative Moderately conservative Moderate Moderately aggressive Aggressive
20. Why are you purchasing this annuity? (Check all that apply)
- ☐ Accumulation ☐ Tax deferral ☐ Death benefit rider ☐ Pass assets to beneficiaries
☐ Liquidity ☐ Lifetime income rider ☐ Provides guarantees
☐ Other (please explain) _____
21. How do you anticipate taking distributions from this annuity?
- ☐ Penalty free/systematic withdrawals ☐ Required minimum distributions ☐ Lifetime income rider
☐ Lump sum ☐ Not anticipating taking distributions from this annuity
22. How long do you plan to keep this annuity? ☐ 0-5 years ☐ 6-10 years ☐ More than 10 years
23. Is the purchase of this annuity related to the establishment of a trust dated less than six months from the date the application was signed?..... ☐ Yes ☐ No

INCOME RIDER (ONLY COMPLETE if purchasing an income rider or an income rider is automatically included on the Athene annuity)

24. Are you planning to utilize the Athene Income Rider?..... ☐ Yes ☐ No
If no, skip questions 25, 26 & 27 and provide a written explanation for why the income rider will not be utilized.
25. Age income will begin _____
26. Will the Athene contract be replacing a contract with an Income Rider or a two-tiered annuity contract that provides an income payout?..... ☐ Yes ☐ No
If no, skip question 27
27. Replaced company's GUARANTEED annual income at age listed above \$ _____
If questions 24 and 26 are answered yes, attach a copy of Athene illustration. Income start age must match. If multiple replacements, please attach a cover letter.

SOURCE OF FUNDS

28. What is the funding source for this annuity? (Check all that apply) ☐ Checking/savings ☐ Annuity ☐ Life insurance
☐ Certificates of deposit ☐ Stocks/bonds/mutual funds ☐ 401(k) ☐ Other please explain: _____
29. Are there penalties associated with the funding source?..... ☐ Yes ☐ No
Penalties include surrender charges, bonus recapture charges, rider fees, processing fees and other costs or fees
30. If yes, please provide the company name and contract number for each funding source and include the dollar amount and percentage of any penalties.

Company Name	Contract Number	Penalty Amount \$	Penalty Amount %
		\$	%
		\$	%
		\$	%



Please ensure all questions are answered, unless otherwise noted.

Any updates may require the owner to initial and date changes, prior to form resubmission.

PRODUCER'S CONFIRMATION

A. Please describe how the annuity you recommended will assist the applicant in meeting his or her needs and objectives.

B. Please describe the disadvantages you discussed with your client in selecting this annuity. (n/a or none are not acceptable) _____

C. How long have you known the proposed contract owner *(Select one):*

☐ Less than 1 year ☐ 1-5 years ☐ More than 5 years

D. Have you sold this owner any existing (active) insurance or other financial products?.....☐ Yes ☐ No

If yes, please provide the following information.

Product Type	Company	Policy or Account Number	Issue Date

By signing below, I acknowledge that:

- I made a reasonable effort to obtain information from the owner concerning the owner(s)' financial status, tax status, financial objectives and other information considered reasonable.
- It is my belief that based on the information the owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation is suitable for the owner(s)' insurance needs and/or financial objectives.
- I verified the identity of the owner(s) and believe the information the owner(s) provided to me regarding his or her identity is true and accurate.
- I attest that the owner's decision to purchase this annuity was based on my recommendation. I further attest I have considered and discussed the advantages and disadvantages with the owner.

Producer's Signature

Date



Please ensure all questions are answered, unless otherwise noted.

Any updates may require you to initial and date changes, prior to form resubmission.

OWNER'S CONFIRMATION

A. Please describe how the annuity will assist you in meeting your needs and objectives.

B. Please describe the disadvantages you discussed with your producer in selecting this annuity. (n/a or none are not acceptable) _____

CALIFORNIA ONLY *Questions below required for applications signed in California*

Do you intend to apply for means-tested government benefits, including, but not limited to, Medi-Cal or the Veterans Aid and Attendance benefit?..... ☐ Yes ☐ No

If yes, are you purchasing this annuity in order to qualify for means-tested government benefit ☐ Yes ☐ No

By signing below, I acknowledge that:

- I reviewed the Customer Identification Notice (form number 10200) and agree with the terms of the notice.
- The information I provided on pages 1 through 3, regarding my financial status, tax status, financial objectives, identification information and any other information requested by my producer is complete and accurate to the best of my knowledge.
- Neither the Company nor its representatives offer legal or tax advice and that I have been advised to consult my own personal attorney or tax advisor on any tax matters. I am aware that any withdrawals taken from the annuity may result in a taxable event.
- I believe the annuity I am applying for is suitable according to my insurance needs and/or financial objectives.
- I attest that my decision to purchase this annuity was based on my producer's recommendation. I further attest I have discussed and considered the advantages and disadvantages of this annuity.

New Jersey Residents: Please be advised that the sale and suitability of annuities is regulated by the Department of Banking and Insurance and that consumers may obtain assistance from the Department by contacting 609-292-7272 or 1-800-446-7467, or by visiting the Department's website at www.state.nj.us/dobi.

Owner's Signature

Date

Joint Owner's Signature

Date



Suitability Guidelines for Producers

Including a Commentary on the Role of the Producer



Company Position:

The Company is committed to meeting the needs of its customers through suitable annuity sales. All recommendations for the purchase or exchange of an annuity product should be suitable for the consumer based on information known by the producer at the time the recommendation is made. Prior to making a recommendation, the producer must make a reasonable effort to obtain relevant information from the consumers regarding their insurance needs and financial objectives.

The Suitability in Annuity Transactions Model Regulation:

[The Suitability in Annuity Transactions Model Regulation](#) was adopted by the National Association of Insurance Commissioners (NAIC) in 2010 to set standards and procedures for suitable annuity transactions. It requires insurers to establish a system to supervise recommendations so that the insurance needs and financial objectives of consumers are appropriately addressed. Read the [executive summary of the regulation](#) for details.

The Model Regulation is designed to:

1. Establish a regulatory framework that holds insurers responsible for ensuring that annuity transactions are suitable.
2. Require producer training on the provisions of annuities in general and the specific products they are selling.
3. Where feasible and rational, to make these suitability standards consistent with the suitability standards imposed by FINRA.

Role of the Producer:

Training

The producer has an important role in assisting the consumer with determining which product(s) may be appropriate for their situation. The majority of the states have adopted the NAIC Suitability in Annuity Transactions Model Regulation, in whole or in part, requiring the producer to have reasonable grounds for believing that his or her recommendation is suitable for the consumer based on facts disclosed at the time of recommendation. When giving a recommendation you should also remind the customer to discuss their annuity purchase with their tax advisor or legal professional.

All producers are required to complete:

1. A one-time four-hour CE training course on suitability in those states that have adopted the regulation.
2. Athene product specific training in [all states](#) prior to soliciting an application.

In most instances, a careful analysis of the information provided will allow the producer to make a clear determination as to whether or not the purchase or exchange of an annuity is suitable based on the consumer's needs. On occasion, a suitability determination will be more difficult and it is the responsibility of the producer to exercise good judgment and document the basis for the recommendation. If the producer determines that the purchase or exchange of an annuity product would not assist the consumer in meeting their insurance needs and financial objectives, the annuity should not be recommended and that should be documented, as well.

Submit Athene Suitability Confirmation Worksheet

When a producer submits a new application package, Athene requires the submission of its suitability form, "[Customer Identification and Suitability Confirmation Worksheet](#)", [form 17341](#). It must be completed with the consumer at the point of sale. The form is an information gathering tool that documents the consumer's suitability information provided to the producer. It must be accurate, complete and signed by both the producer and the consumer to affirm the purchase is suitable and appropriate based on the consumer's insurance needs and financial objectives. Athene will require the consumer to initial and date any changes made to the suitability form.

For applications signed in Florida, Athene requires the submission of the "[Annuity Suitability Questionnaire](#)", [form 55444](#).

Suitability Guidelines for Producers

Including a Commentary on the Role of the Producer



To meet the Athene's guidelines, state regulations and the 2010 NAIC Suitability in Annuity Transaction Model Regulation, the producer must:

Determine the consumer's financial situation and goals

- Obtain information on the consumer's personal situation, such as age, employment and tax status.
- Gather information on current finances, including income, net worth, liquidity and expenses.
- Discuss financial goals, future needs and concerns with the consumer's current financial position.
- Discuss how this annuity will help the consumer meet their insurance needs, objectives and risk tolerance.
- Understand the sources of funds (CD, other insurance products, investments, etc.) for purchasing the annuity.
- If a consumer refuses to provide information requested on the Athene Suitability Confirmation Worksheet, discuss with them why Athene is requesting this information. It is important for Athene to get complete and accurate information to ensure appropriate documentation exists to support the recommended sale. This information could include, but is not limited to: personal situation, financial information/status, financial objectives, source of funds, etc. If a consumer still refuses to provide the requested information, Athene will be unable to accept the application.

Review the types of insurance products available

- If you determine that an annuity is a suitable recommendation, carefully choose the appropriate product(s) and the appropriate dollar amount(s) to place in the annuity.
- Explain how the annuity would meet the consumer's objectives.
- Make sure all recommendations correspond with suitability guidelines. The consumer should clearly understand the product's features and benefits, as well as any associated charges, fees and costs.

Keep documentation

- The producer must recommend the purchase of the annuity to the consumer.
- Keep copies of all information collected, including notes, correspondence, etc., even if you don't recommend a new annuity for the consumer.
- Keep all references to product and product features presented, materials provided and disclosures signed.
- Be prepared to explain how the product solicitation was completed and why the particular product was selected.
- In the case of a replacement, be able to demonstrate that the new annuity purchase is in the consumer's best interest, after applicable surrender charges, fees and loss of benefits are taken into consideration.
- Be prepared to provide copies of these documents to the Company and/or state regulator in a timely manner if requested.
- All producers are required to list any existing insurance policies they have sold to the customer who is applying for the Athene annuity product.
- For California, all customers are required to answer if they are purchasing this annuity in order to qualify for means tested government benefits.

Suitability Review Process:

The objective of the Suitability Review Team (SRT) is to review applications to ensure appropriate documentation exists to support the recommended sale. The Athene review process is designed to ensure compliance with the Suitability Model Regulation and state regulations by determining if the producer has a reasonable basis for making the recommendation. Some situations may require us to gather additional information to complete our review of the file.

Producers can help the suitability review process move more smoothly by explaining the recommendation in an individualized cover letter submitted with the application and fully cooperating with any requests for additional information. Examples of such situations may include, but are not limited to:

- The funds being used to purchase this annuity, plus the Accumulated Value of existing Athene annuities, represent more than 50% of the consumers' net worth.
- The benefit for the consumer to transfer their assets from another carrier to Athene is unclear based on the information provided.
- The consumer is replacing an annuity and forfeiting an income rider with a higher value than the surrender value. A client letter may be required.
- The consumer has minimal liquid assets set aside for emergencies.
- "Better growth potential" being the only reason for replacement without providing additional information such as the

Suitability Guidelines for Producers

Including a Commentary on the Role of the Producer



interest rate, cap or participation rate on the proposed replaced contract.

- Long Term Care (LTC) benefits cannot be listed as a reason for purchasing an Athene annuity contract.
- The expenses of the consumer are greater than their income.
- The consumer is replacing a contract with a higher death benefit value.
- Surrender charges or penalties will be applied by the replaced company at the time of transfer
- Internal replacements.
- The use of “uncapped” terminology to support the sale, without additional disclosures of any limitations. [Read Bulletin 14-02](#) from the Iowa Insurance Division for details.

You and your customer should be aware that Athene may randomly contact the customer as a part of our suitability review.

There are situations that may result in a decline and an Athene contract will not be issued. Examples of those situations may include, but are not limited to:

- Applications for annuities that will be funded through a mortgage-related transaction.
- Solicitation of an annuity in states that expressly prohibit their residents from purchasing outside their state of residence, regardless of the circumstances. Athene does not allow such sales in the following states: **Arkansas, Massachusetts, Minnesota, Mississippi, Utah, Washington and Wisconsin.**
- Substantial surrender charges or penalties on the replacement of an annuity.
- Any net surrender loss in the states of California and Minnesota.
- The consumer has less than three months of expenses covered by liquid assets.
- A lack of information to support the sales recommendation.
- Contact with the customer indicates a lack of awareness about the sales transaction in general.
- Inconsistent information received from the producer or consumer or on the documentation submitted.
- Replacement of an annuity issued within the preceding 24 months.
- Sales by surrogate producers.
- In California, purchasing the Athene annuity in order to attempt to qualify for means tested government benefits.

Replacements

Replacement questions to consider:

- Will there be a surrender or withdrawal charge associated with the replacement?
- If there is a surrender charge associated with the replacement, will the benefits of the replacement justify incurring the surrender charges on the existing policy and/or starting a new surrender charge period?
- Does the existing policy have features or benefits not available with the new policy?
- Does the new policy have features or benefits not available with the existing policy?
- Is there an outstanding loan on the existing policy? If so, how will this loan be repaid prior to the replacement?
- Is the consumer taking interest income, required minimum distributions, or 72(t)/ (q) distributions from the existing policy? If so, how will these issues be addressed with respect to the new policy?

Submit Product Comparison Worksheet (Not applicable in New York)

If your recommendation involves the replacement of another annuity or life insurance product, you will be required to complete and submit a [Product Comparison Worksheet \(PCW\)](#), or the [product specific PCW](#). It is a side-by-side form that compares key product information of the annuity being purchased and replaced. In addition, the reason for the replacement should be personalized for each consumer to show how the new annuity benefits and features will better meet their needs than the existing product. We encourage the producer to provide a copy of a recent statement of value of the annuity or life insurance policy that will be replaced with the PCW. Our SRT may contact the producer to obtain additional information in order to complete our suitability review.

For applications signed in Florida, Athene requires the submission of the [Disclosure and Comparison of Annuity Contracts, form 55445](#).

New York Regulation 60

Adopted by the New York Department of Financial Services, Regulation 60 is intended to protect consumers from

THIS PAGE IS FOR YOUR REFERENCE ONLY. PLEASE DO NOT RETURN WITH APPLICATION.

unsuitable internal or external replacements of existing life insurance or annuity contracts.

If you have conducted a thorough review of your client's needs/objectives and believe a replacement would help meet those needs/objectives, there are a series of steps you and your client must take, and forms that must be completed, before a new contract can be issued. It is essential that each form be completed in its entirety, signed and dated in order for a new contract to be issued. All necessary forms can be found on [Athene Connect](#).

We have prepared a New York Regulation 60 Training Guide, form [20892](#), to give you a clearer understanding of the current standards and practices outlines in Regulation 60.

Summary

It is required that every recommendation you make be suitable for the consumer. A decision to recommend an annuity should be based on a careful analysis of the information gathered from your client. By making sure your clients understand the features, benefits, risks, and costs associated with the annuity, you can help ensure customer satisfaction and protect your practice.

Athene is here to help

The Athene Sales Desk is happy to discuss the suitability of a potential sale with you. While we cannot make a suitability determination over the phone, we can discuss the case and let you know of any questions or concerns we may have based on the information you share. Simply call the Sales Desk during normal business hours or visit the Athene producer website.



Athene Life and Annuity Company

West Des Moines, IA 50266-3862

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

[Athene.com](#)

New York Agents Regulation 194 Commission Disclosure

**Mail or fax completed form to:**

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

Contact us:

Annuity Customer Contact Center - Tel: 888 266 8489

Athene Annuity and Life Company

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

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

This disclosure is required at the point of sale for all annuity applications. You must complete the form with your name and leave this form with the Purchaser.

The following must be disclosed to the purchaser either orally or in writing at or prior to the time of application for the annuity contract or insurance policy. If the disclosure is first given orally, it must be supplemented with a prominent written notice before or at the time the annuity contract or insurance policy is issued. It is not sufficient to give only a verbal disclosure.

Your producer is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

If the purchaser makes a request for a detailed commission disclosure, the producer must provide a prominent written disclosure. Records of these requests must be retained by the Producer for three years.

To learn more about this New York regulation go to:
http://www.dfs.ny.gov/insurance/r_finala/2010/rf194txt.pdf

Insurance products are issued by Athene Annuity and Life Company in all states except New York and in New York by Athene Annuity & Life Assurance Company of New York. Product availability and features may vary. Products not available in all states.



ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

APPENDIX 10C

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK **IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS**

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION NO. 60)

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE - OR A MISTAKE - SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. **THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.**
2. ASK THE COMPANY, OR AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.



ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY AFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "IMPORTANT NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Date (mm/dd/yy) / /	Signature of Applicant: X
Date (mm/dd/yy) / /	Signature of Applicant: X



ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

APPENDIX 11

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND:

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

(1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?

☐ YES ☐ NO

(2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?

☐ YES ☐ NO

(3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?

☐ YES ☐ NO

(4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?

☐ YES ☐ NO

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?

☐ YES ☐ NO

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

☐ YES ☐ NO

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date (mm/dd/yy) / /	Signature of Applicant: X
Date (mm/dd/yy) / /	Signature of Applicant: X

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

☐ YES ☐ NO

Date (mm/dd/yy) / /	Signature of Agent or Broker: X
------------------------	------------------------------------



Authorization to Obtain Disclosure Information



Mail or fax completed form to:

Mailing Address: P.O. Box 1555, Des Moines, IA 50306-1555
Overnight Address: 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862
Fax: 866 709 3922

Athene Annuity & Life Assurance Company of New York

1 Blue Hill Plz, Ste 1672, Pearl River, NY 10965

Contact us:

Customer Contact Center - Tel: 888 266 8489

1. REPLACED COMPANY INFORMATION

Company Name:	Telephone Number:	Fax Number:	
Street Address:	City:	State:	Zip:
Name of Contact:	Telephone/Extension Number		

List Policy/Contract Number(s): _____

2. AUTHORIZATION AND REQUEST FOR DISCLOSURE

By signing this form, I authorize the undersigned agent and Athene Annuity & Life Assurance Company of New York to obtain account information from my current insurer related to my existing life insurance or annuity contract.

I am considering replacement of this contract with: ☒ Fixed Annuity

Insured/Annuitant Name:	Date of Birth:	Social Security Number (Optional):	
Print Owner Name:	Telephone Number:		
Address:	City:	State:	Zip:
Owner Signature:	Date:	Joint Owner Signature:	Date:
To the best of my knowledge, all policies being replaced have been disclosed.			
Agent Signature:		Date:	

3. REPLACEMENT INFORMATION

Replacing Agent Name:	GA Number:	Agent Number:	
Address:	City:	State:	Zip:
Telephone Number:	Fax Number:		

4. PROPOSED ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK PRODUCT

Product Name and Policy Number (if available):
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Thank you for your interest in the Athene MaxRate annuity from Athene Annuity & Life Assurance Company of New York (the "Company"). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("Contract") for which you are applying. This document is intended to provide you with a summary of the Contract, including benefits and limitations.

What is the Athene MaxRate annuity?

The Athene MaxRate is an Individual Flexible Premium Deferred Annuity which is primarily intended for customers seeking a long-term retirement savings vehicle.

What if I decide I do not want my annuity Contract after it is delivered?

After receipt of the annuity Contract, the Contract may be returned within the free look period for an unconditional refund of the amount paid for the Contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Contract and is 20 days following its receipt, or 60 days in replacement situations.

How much interest will be credited to my Contract?

- **Initial Premium**

The Initial Premium received by the Company as of your Contract Date will be credited to the Multi-Year Fixed Strategy. The interest rate is guaranteed for the Term Period and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily.

At the end of the Multi-Year Fixed Strategy Term Period, the Multi-Year Fixed Strategy Value will be transferred to the 1-Year Fixed Strategy. The 1-Year Fixed Strategy interest rate can change at each Contract Anniversary and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily.

At the end of the Multi-Year Fixed Strategy Term Period, Withdrawal Charges will not apply to any Withdrawals.

- **Additional Premium**

Any premiums received by the Company after the Initial Premium are considered Additional Premium and must be received by the Company prior to the Annuity Date. Additional Premium will be credited to the 1-Year Fixed Strategy on the date it is received. Additional Premium cannot be allocated to the Multi-Year Fixed Strategy. The interest rate on Additional Premium can change at each Contract Anniversary and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily. Additional Premium does not have its own Withdrawal Charge Schedule. Your annuity will have a Withdrawal Charge Schedule that begins on the Contract Date and does not restart, regardless of any Additional Premium added.

Do I have access to the value of my Contract before the Annuity Date?

Yes, the Athene MaxRate provides access to the value of your Contract in several different ways. However, any Contract values accessed during the Withdrawal Charge Period may also be subject to a Withdrawal Charge. Unless you request otherwise in writing, Withdrawals¹ from the Contract will be deducted first from the Strategy yielding the lowest interest rate, until exhausted, and then from the next available Strategy in which you have funds.

Withdrawal Charges will not apply to any Free Withdrawals, required minimum distributions, or any payments received under the Confinement and Terminal Illness Waivers. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

- **Free Withdrawals**

After the Contract date (when the annuity is issued) and during the Withdrawal Charge period, the Free Withdrawal Percentage is equal to the Multi-Year Fixed Strategy interest rate. The Free Withdrawal amount is equal to the

¹ Unless otherwise specified, Withdrawal means a withdrawal of any type taken under your Contract, including a surrender of your Contract.



Accumulated Value as of the Contract Anniversary on the first day of that Contract Year, multiplied by the Multi-Year Fixed Strategy interest rate. You may take a Withdrawal up to this amount each Contract Year without a Withdrawal Charge. If you withdraw less than the Free Withdrawal amount in any Contract Year, your Free Withdrawal amount in future Contract Years will not be increased.

- **Required minimum distribution**

If you purchase this annuity with "tax-qualified" money (like an IRA), tax law and IRS rules may require you to take "required minimum distributions" from your Contract each year. Any required minimum distributions taken from your Contract will not be subject to Withdrawal Charges. These amounts will be considered part of, and not in addition to, the Contract's Free Withdrawal amount.

- **Confinement Waiver**

After the first Contract Year, you may request a payment of up to 100% of the Contract's Accumulated Value, if the Annuitant is confined to a Qualified Care Facility for 60 consecutive days. To qualify, confinement in a Qualified Care Facility (see Definitions section for a complete description of the Qualified Care Facility) must begin at least one year after the Contract Date.

- **Terminal Illness Waiver**

After the first Contract Year, you may request a payment of up to 100% of the Contract's Accumulated Value, if the Annuitant is diagnosed with a terminal illness that is expected to result in death within one year. To qualify, the initial diagnosis of terminal illness must be made at least one year after the Contract Date.

What happens on the Contract's Annuity Date (when my annuity matures)?

On the Contract's Annuity Date, you will receive the entire value of your Contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation. Under no circumstances will you be assessed a Withdrawal Charge on or after the Annuity Date.

If you do not select a payout option, the payout option will default to the contractually selected option, depending on whether you have a single Annuitant or Joint Annuitants.

What if I decide to surrender (cancel) my Contract?

If you decide to surrender your Contract, the Company will pay you the Contract's Cash Surrender Value. The Cash Surrender Value is equal to the Accumulated Value, less any applicable Withdrawal Charges.

What is a Withdrawal Charge?

A Withdrawal Charge is the cost you incur if the Contract is surrendered or if any amount withdrawn exceeds the Free Withdrawal amount during the Withdrawal Charge period. The Withdrawal Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the Free Withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the charge.

7 Year Withdrawal Charge Rate Schedule

Contract Year	1	2	3	4	5	6	7	8+
Percentage	10%	10%	10%	10%	10%	10%	10%	0%

In part, Withdrawal Charges allow the company to invest your money on a long-term basis and generally credit higher yields than possible with a similar annuity of shorter term.

Are there any tax consequences if I take Withdrawals from my annuity?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a Withdrawal from your Contract, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax if you surrender or take Withdrawals from your annuity before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the Contract's cost basis. Distributions from a qualified annuity (e.g. IRA or 401(k)) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.



What happens if the Owner or Annuitant dies while the Contract is in force?

If the Contract has value at the time of the death of the Owner (or, if the Owner is a non-natural person, any Annuitant), the Company will pay a Death Benefit to the named Beneficiary. The Death Benefit will be equal to the Accumulated Value as of the date of death plus interest computed daily at the rate of interest then paid by Us on proceeds left on deposit from the date of death to the date of payment.

The Beneficiary is named by the Owner at the time of application and may be changed thereafter by Notifying Us in writing of any change to the designation. The Beneficiary will receive any Death Benefit payable.

The Death Benefit will not be subject to a Withdrawal Charge.

If an Owner dies (or an Annuitant dies, where the Owner is a non-natural person) on or after the Annuity Date and before the entire interest in this Contract has been distributed, any remaining interest in this Contract will be distributed under the method of distribution being used on the date of death.

How is the insurance producer compensated?

The insurance producer earns a commission from the Company for each Contract sold. The commission will be paid by the Company and will not be deducted from the premium paid for the Contract. Insurance producers may receive additional compensation from the Company as a reward for achieving certain sales volume levels. In addition to commissions, the Company may provide for education, training or other services at no cost to the insurance producer. Commissions and other compensation items impact contract pricing (including interest rates) and may place limitations on access to your funds (such as Withdrawal Charges).

Other Important Information about Your Annuity

- This annuity is not a bank or credit union deposit, obligation, or guarantee.
- This annuity may lose value.
- This annuity is not FDIC or NCUA/NCUSIF insured.
- This annuity is not insured by any federal government agency.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of Athene Annuity & Life Assurance Company of New York.
- The guarantees provided by annuities are subject to investment risks, including interest-rate risk.
- If this annuity is being purchased to replace an existing life insurance policy or annuity contract, you should compare the two products carefully. You should consider any withdrawal charges and/or market value adjustments that may be incurred on the surrender of the existing policy or contract.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity. Consider the other benefits provided by an annuity, such as lifetime income and a death benefit.
- Tax-deferral may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates for this annuity, subject to any minimum or maximum guarantees contained in the Contract.
- Withdrawals in excess of the Contract's Free Withdrawal amount may be subject to Withdrawal Charges.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the Athene MaxRate brochure. No promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.

Definitions:

Accumulated Value – The Accumulated Value is equal to the sum of the Multi-Year Fixed Strategy Value and the 1-Year Strategy Value, if applicable.

Annuitant – The Annuitant is the natural person named on the application and is the person whose life determines the annuity payments made at the Annuity Date.

Annuity Date – The Annuity Date is the date on which annuity payments will begin.

Maximum Annuity Date – The Maximum Annuity Date is the date shown on the Contract Data page and is the Contract Anniversary on or first following the later of the Annuitant's age 95, or the 10th Contract Anniversary.

Multi-Year Fixed Strategy Value - The Multi-Year Fixed Strategy Value is equal to your Initial Premium, plus the amount of Interest Credits earned, less Withdrawals from the strategy.

1-Year Fixed Strategy Value – The 1-Year Fixed Strategy Value is equal to any Additional Premium, plus any amount transferred from the Multi-Year Fixed Strategy at the end of the Multi-Year Fixed Strategy Term Period, plus the amount of



Interest Credits credited to this strategy, less any Withdrawals from the Strategy.

Qualified Care Facility – Qualified Care Facility means a Convalescent Care Facility, Hospice Facility or Hospital as described below:

- Convalescent Care Facility means an institution which: (i) is licensed by the State as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for our review; and (iv) administers a planned program of observation and treatment by a Physician which is in accordance with existing standards of medical practice for the confinement. Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.
- Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with State law.
- Hospital means an institution which: (i) is licensed as a hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.). Hospital does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.



Athene Annuity & Life Assurance Company of New York

Home Office: 1 Blue Hill Plz, Ste 1672, Pearl River, NY 10965

Mail Processing Center: PO Box 1555, Des Moines, IA 50306-1555

Annuity Customer Contact Center: 888-266-8489

www.atheneannuity.com

TERMS OF YOUR ANNUITY CONTRACT

- **Interest Rates:** For the Multi-Year Fixed Strategy, the interest rate is set at issue and cannot change during the term. For the 1-Year Fixed Strategy, the interest rate can change each year and is guaranteed never to be less than 1.0%.
- **Withdrawal Charge:** Your annuity is subject to a Withdrawal (or "surrender") Charge during the period in the Withdrawal Charge Rate Schedule. A Withdrawal Charge is the cost you incur on an amount surrendered or withdrawn that exceeds the Free Withdrawal amount available under your annuity Contract. The Withdrawal Charge is described in your annuity Contract and summarized above under the heading "What if I decide to surrender (cancel) my Contract?" The Withdrawal Charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the Withdrawal Charge section by the amount withdrawn in excess of the Free Withdrawal amount.

Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read, this disclosure form and understand its contents. I have also received and reviewed the information contained in the Athene MaxRate brochure and the Buyer's Guide. I further understand that I have applied for an Individual Flexible Premium Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives.

Owner/Applicant Name (Please print)_____

Owner/Applicant Signature_____

Phone #_____Date_____

Joint Owner/Applicant Name (Please print)_____

Joint Owner/Applicant Signature_____

Phone #_____Date_____

Producer Confirmation

By signing below, I certify that I have reviewed this disclosure form and the Athene MaxRate brochure with the applicant. I certify that a copy of this disclosure form, the Athene MaxRate brochure, the Buyer's Guide, as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.

Producer Name (Please print)_____Producer Number_____

Producer Signature_____Date_____



Request For Funds

(Instructions for Completing the Request for Funds Form)



www.athene.com

Mail or fax completed form to:

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

Contact us:

Annuity Customer Contact Center - Tel: 888 266 8489

Athene Annuity and Life Company

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

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

**BE SURE TO FULLY COMPLETE ALL REQUIRED SECTIONS.
INCOMPLETE INFORMATION WILL CAUSE DELAYS IN TRANSFERRING FUNDS.**

PLEASE NOTE: Some replacing companies require a signature guarantee, a medallion stamp and / or original documents, and will not accept copies. To verify, please contact the replacing company for specific requirements.

Client Information

- This section details information for the Owner(s)/Annuitant(s).
- Owner/Annuitant - Please complete both unless the owner and annuitant are the same. Be sure to provide a correct social security number or tax identification number.
- Joint Owner / Joint Annuitant - If applicable, please complete both unless the owner and annuitant are the same. Be sure to provide a correct social security number or tax identification number.

Account Information

- This section details the information for the existing company, the existing contract and/or account (note that the account type for the existing contract must be completed).
- Phone number - The transfer company's phone number is required for follow-up contact.
- Street Address - An address is required, a street address is preferred.
- Existing Contract / Policy / Account Number - A correct account number is required for all transfers. If there is a separate fund name, this can be listed on the account type line.
- Account Type - Please list account type (i.e. IRA, 403(b), non-qualified) or Name of Fund.

Section 1 - Only for 1035 Exchange

- Complete Section 1 **ONLY**.
- Owner(s) must sign and date this section **ONLY** if transfer is a non-qualified life insurance or non-qualified annuity.
- If the owner(s) lives in a community property state, the spouse's signature is required by the transfer company. Community property states: AZ, CA, ID, LA, NM, NV, TX, WA, and WI.

Section 2 - For all transfers that are NOT 1035 exchanges

- Complete Section 2 **ONLY**.
- Owner(s) must sign and date this section for all qualified plans and any non-qualified plan transfers **OTHER THAN** life insurance.
- If the owner(s) lives in a community property state, the spouse's signature is required by the transfer company. Community property states: AZ, CA, ID, LA, NM, NV, TX, WA, and WI.
- **Full or Partial Liquidation** - Please check the appropriate box for a full or partial liquidation; if partial, please indicate dollar amount or percentage.

Acceptance by Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York - (Page 2, Section 2)

- Please check to indicate which type of account the funds are being transferred INTO.



Request For Funds



www.athene.com

Mail or fax completed form to:

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

Contact us:

Annuity Customer Contact Center - Tel: 888 266 8489

Athene Annuity and Life Company

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

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

CLIENT INFORMATION

Name of Annuitant/Client	Social Security Number	Name of Joint Annuitant (if other than Annuitant)	Social Security Number
Name of Owner (if other than Annuitant)	Social Security Number	Name of Joint Owner (if other than Owner)	Social Security Number

ACCOUNT INFORMATION

Company You Are Transferring From		Phone Number (Required)	
Street Address of Company You Are Transferring From		City	State Zip
Existing Contract/Account Number	Investment Vehicle (i.e., Annuity, Life Insurance, CD, Mutual Fund, Stocks (must be redeemed) etc.)		
Account Type (i.e., IRA, 403(b) or Name of Fund)		Approx. Amount of Transfer \$	
Does the Ceding Carrier Require Originals or Accept Faxes/E-Mails? ☐ Originals ☐ Faxes/E-Mails		Ceding Carrier Fax Number/E-Mail	

Statement by Owner(s) to expedite fund transfer

Note to Original Insurance Company -

Do not attempt to conserve original contracts.

☐ By selecting this option and signing this Agreement, the Owner(s) requests immediate release of proceeds to Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York without intervention or delay due to internal retention or conservation activity.

Lost Policy Statement

☐ I cannot locate the contract/policy/certificate.

Please complete and return both pages.



COMPLETE SECTION 1 OR SECTION 2 ONLY - RETURN ALL PAGES OF THIS FORM

1	Request for 1035 Exchange • Non-qualified Insurance or Annuity Contract			
	Transferring company may require liquidation.			
	☐ Liquidate account in full.	☐ Transfer funds immediately.		
	☐ Liquidate \$ _____ of my account.	☐ Transfer funds on _____.		
	☐ Liquidate _____ % of my account.			
I hereby absolutely assign all of my rights, title and interest in and to the above referenced contract to Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York including, but not limited to, the right to surrender, assign, transfer, or change beneficiary. Section 1035 of the Internal Revenue Code permits certain nontaxable exchanges of insurance and annuity contracts. It is my intention that this transfer qualify as a Section 1035 exchange and that no portion of this exchange be actually or constructively received by me. Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York makes no representation concerning my tax treatment for this transaction and the company has no responsibility nor liability for my tax treatment. I understand the exact amount of the proceeds may vary depending upon the date of transfer, and I agree to execute any additional documents required to complete the transfer. I understand that the exchange is not complete if the company issuing the contract is unable or unwilling to pay the value of the above referenced contract to Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York within six months of the request for surrender or if said company is placed under the control or supervision of a state insurance department. I request that this transfer be accomplished as quickly as possible. I am aware of any penalty that may be imposed from an early withdrawal. Special Instructions to Transferring Company: Please provide the cost basis information to us.				
_____ Owner's Signature		_____ Date	_____ Joint Owner or Spouse Signature	
The account to which the funds are being transferred is a non-qualified annuity.				

2	All Other Transfer Requests • Authorization to Transfer Funds			
	Transferring company may require liquidation.			
	☐ Liquidate account in full.	☐ Liquidate Immediately:		
	☐ Liquidate \$ _____ of my account.	☐ Liquidate on: _____.		
	☐ Liquidate _____ % of my account.			
Required Minimum Distribution (RMD): ☐ Please process current RMD prior to the transfer, if applicable I am aware of any penalty that may be imposed from an early withdrawal.				
_____ Owner's Signature		_____ Date	_____ Joint Owner or Spouse Signature	
_____ Date				

Special Instructions to Transferring Company:

- DO NOT Transfer Ownership of a Stock to Athene.
- IRAs must be converted to a Roth IRA prior to a Roth IRA to Roth IRA transfer transaction with Athene. You are responsible for issuing the 1099R for the IRA to Roth IRA conversion.

A Signature Guarantee may be required by transferring company.

Place Medallion Stamp Here

Signature Guarantee By: Name of Bank or Firm

X

Signature of Officer and Title

X



**USA PATRIOT Act
Anti-Money Laundering
Customer Identification Program Notice**

PLEASE READ BEFORE COMPLETING THE APPLICATION

**IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT APPLYING FOR A
CONTRACT WITH ATHENE ANNUITY AND LIFE COMPANY**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all insurance companies to obtain, verify, and record information that identifies each person who applies for a contract.

What types of information will I need to provide?

For Individuals

We will ask your name; date of birth; physical address (no Post Office Box); identification number (U.S. Citizen: taxpayer identification number i.e. social security number or employer identification number / Non-U.S. Citizen: taxpayer identification number, passport number and country of issuance, alien identification card number, or non-expired government-issued identification showing nationality, residence, and a photograph of you).

You may also need to show your driver's license or other identifying documents. If these documents are not available, your producer will explain other verification options to you.

For Legal Entities

A trust, power of attorney or other legal entity will be asked to provide its principle place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

What happens if requested information is not provided or my identity can't be verified?

Athene Annuity and Life Company may not be able to approve the application for a contract or carry out transactions for you. If a contract is issued during the verification process, it may have to be cancelled.

We thank you for your patience and your confidence in our company. We hope you will support the insurance industry's efforts to deny terrorist and money launderers access to America's financial system.



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10200 (12/18)