

**Prohibited Transaction Exemption 84-24
Disclosure - IRA/Qualified Funds**

TO BE RETAINED BY PRODUCER

This PTE 84-24 Disclosure (“Disclosure”) must be provided to you, the applicant (“Proposed Owner, you, your”) for the annuity contract (“Nassau Annuity”) in addition to the Annuity Disclosure Document for the Nassau Annuity, if you are considering the purchase of that annuity as an Individual Retirement Annuity (“IRA”), including if you will fund the Nassau Annuity with money from another IRA, or with distributions or proceeds from a tax qualified plan subject to the Employee Retirement Income Security Act of 1974, as amended.

This Disclosure is provided pursuant to applicable law, and in particular, the U.S. Department of Labor Prohibited Transaction Exemption 84-24 (“PTE 84-24”).

You will be purchasing the Nassau Annuity through me as the appointed insurance producer (“Producer, me, I”) who provides this Disclosure to you. I can recommend annuity contracts that are issued by Nassau Life and Annuity Company (the “Company”) and other insurance companies through whom I am appointed.

This Disclosure describes:

- the commissions the Company pays producers and/or agencies, independent marketing organizations (IMOs) or other intermediaries (collectively, “Intermediaries”) for sales of the Nassau Annuity (“Commission”); and
- other important information, including certain conflicts of interest that may arise.

Information about the fees and charges of the Nassau Annuity is contained in the Annuity Disclosure Document for the Nassau Annuity and that information is incorporated herein by reference.

Compensation

The compensation I will receive when you purchase the Nassau Annuity is shown below as a percentage of the premium paid for the Nassau Annuity. This percentage is based on the age of the annuity owner, or, in the case of joint owners, the age of the older owner when the Nassau Annuity is issued.

Age of owner or joint owner of Nassau Annuity Age _____	Percentage of premium paid for Nassau Annuity _____ %
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There are also certain situations where the compensation may be split between several individual producers not identified here, or between me and Intermediaries that provide marketing and sales support to me. The total amount of Commissions paid by the Company to me who takes the Proposed Owner’s application for the Nassau Annuity will never be more than the percentage for the age shown above.

Fees and Charges

Under PTE 84-24, a description of any charges, fees, discounts, penalties, or adjustments imposed under the particular annuity contract must be provided to you. Annuity contracts include charges imposed by the insurance company that issues the contract. The charges, fees, discounts, penalties, or adjustments for the Nassau Annuity are described in the Annuity Disclosure Document, a separate document I will give you and that you and I will sign. It is important that you understand the charges that may be imposed under the Nassau Annuity, so if you have questions, please ask me for more information.

Conflicts of Interest

I may be affected by potential material conflicts of interest in connection with the purchase of the Nassau Annuity. For this purpose, a “material conflict of interest” exists when a person has a financial interest that a reasonable person would conclude could affect the advice rendered in relation to this application. I should disclose material conflicts of interest to you in writing.

I can offer you only certain types of insurance products for your Individual Retirement Account. Therefore, I have a **potential** conflict of interest arising from the available products that I can offer and the limited issuing companies for which I am authorized to sell annuities.

I will receive compensation if you purchase the Nassau Annuity. Therefore, I have a **potential** conflict of interest in recommending the Nassau Annuity to you. I will not earn compensation relative to the Nassau Annuity if you do not purchase the Nassau Annuity.

I may receive more or less compensation depending on the type of annuity product that you purchase. Such compensation for an annuity purchase can vary based on a variety of factors, some of which are present in the Nassau Annuity and other factors which may be present in other annuity contracts. These factors may include, but are not limited to:

- the length of any guarantee period;
- the selection of various riders;
- the annuity's total value;
- the annuitant's age when the annuity is issued.

During the life of the Nassau Annuity, I may discuss your distribution options, including full or partial surrender provisions, required minimum distributions, and periodic distribution options. I receive no additional compensation for this guidance. However, I may receive compensation if you purchase a new product using the proceeds from a distribution or surrender of the Nassau Annuity.

Other Material Conflicts of Interest (to be completed by Producer, if applicable):

Other Compensation Related to the Annuity Contract

- Other insurance marketers may receive commissions on the sale of the Nassau Annuity to you.
- The Company and the Producer may receive services from Intermediaries related to the marketing, administration, issuance, and servicing of the Nassau Annuity. For those services, the Intermediaries receive commissions on the Nassau Annuity.
- The Producer may also receive other items of compensation from Intermediaries or Nassau in connection with sale of the Nassau Annuity or other annuity contracts. These items of compensation are varied and not offered by all Intermediaries or for all annuity contracts but can include items such as incentives for office space, training, new producer financing, and sales-based recognition programs.

This Disclosure is not a contract, and it does not create any enforceable obligations between you and the Producer, any Intermediaries, the Company, or any other party.

Acknowledgment/Approval of Annuity Purchase

I acknowledge receipt of this Disclosure, and I approve the purchase of the Nassau Annuity for my IRA.

Proposed Owner - Print Name _____ Producer - Print Name _____

Signature of Proposed Owner _____ Date _____
(mm/dd/yyyy)

Proposed Joint Owner - Print Name _____

Signature of Proposed Joint Owner _____ Date _____
(mm/dd/yyyy)

*Nassau has provided this Disclosure **solely** as a convenience to the Producer. It is the Producer's responsibility to provide the disclosures required by PTE 84-24 and that they are accurate and complete.*

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