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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **425-453-0909**  
Or E-Mail to **Contracting@theannuitysourceinc.com**

### **Contracting Requirements**

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

### **Training Requirements**

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase

**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800-743-4930**

[www.theannuitysourceinc.com](http://www.theannuitysourceinc.com)



P.O. Box 71216  
 Des Moines, IA 50325  
 888-221-1234  
 Fax 515-221-9947  
 life.american-equity.com

# Contract/Appointment Transmittal

(For National Marketing Organization (NMO) use only)

**PLEASE PRINT ALL INFORMATION CLEARLY.  
 THIS FORM SHOULD BE SIGNED BY AN AUTHORIZED NMO REPRESENTATIVE.**

**NEW AGENT – To request appointment for a new agent, complete sections A, B and C. Submit the transmittal with:**

- Agent Appointment Application and Agent Contract, Form 3000 for commission levels GA1 through RMO14  
 Include form 3013-BD for agents affiliated with a Broker Dealer

**- OR -**

- Agent Appointment Only Application, Form 3000-AA, and Appointment Only Agreement, Form 3002 for agents NOT affiliated with a Broker Dealer who will not be paid commissions directly by American Equity. The Overriding Supervisor must sign the Appointment Only Agreement, form 3002 for agents who will not be paid commission directly by American Equity and are not affiliated with a Broker Dealer.
- Other important information to include:
  - Proof of completion of Anti-money Laundering Training
  - Proof of completion of applicable state annuity training
  - Appointment fee's for non-resident state appointments

**AGENT CHANGES – This transmittal should also be used to change an agent's commission level and/or up-line hierarchy. Please include existing Agent Number.**

- If an agent is changing from an Appointment Only Agreement (LO) to an Agent Contract receiving commission payments directly, Agent Appointment Application and Agent Contracting form 3000 must be completed and included with this transmittal form.
- If an agent is changing from an Agent Contract to an Appointment Only Agreement being paid by their direct up-line, Agent Appointment Only Application and Agent Appointment Only Agreement, forms 3000-AA and 3002 must be completed and included with this transmittal form.
- Changes in commission levels G1 through RMO14 do not require additional forms.
- Changes to up-line hierarchy may require a release form if agent does not meet eligibility requirements.

**SECTION A - PLEASE PRINT**

AGENT NAME: \_\_\_\_\_

Complete ONLY if the agent is seeking an appointment for their Company:

COMPANY NAME: \_\_\_\_\_

Agent will be a signing agent for this company?  Yes  No

- New Agent
- Change Existing Agent #
  - Commission Level  Hierarchy
- Transfer Agent **and**
  - Include eligible down-line

**SECTION B - SELECT ONLY ONE LEVEL**

No Level – APPOINTED ONLY – all commissions are paid directly to the Overriding Supervisor (See Section C)

**Commission level:**

- GA1     GA2     GA3     GA4     GA5     GA6     GA7     GA8     GA9
- MGA10     SMGA11     FMO12     MO13     RMO14  
 (street level)

**SECTION C - PLEASE PRINT**

Immediate Overriding Supervisor this agent will be contracted directly under

NAME: \_\_\_\_\_ AGENT NUMBER: \_\_\_\_\_

Immediate Overriding Supervisor this agent will be contracted directly under

NAME: \_\_\_\_\_ AGENT NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_



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 Fax 515-221-0138

# Agent Appointment Application

(Please TYPE or PRINT clearly in Black Ink)

**Please attach a current copy of the applicant's resident state license / complete company specific information if you are seeking a contract for an entity.**

Agent's Full Name:		SSN:	Date of Birth:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Company/Agency Name if applicable:		Authorized Signer Name:		TIN:
Home/Residence Address:		Business Address:		
City _____ State _____ Zip _____		City _____ State _____ Zip _____		
Email Address:	Fax Number:	Business Phone Number:		

## BACKGROUND INFORMATION

**Please provide an explanation for any "YES" answers you provide. Please include dates where applicable and copies of relevant documentation verifying the information in your explanation, if available.**

1. Have you ever had your insurance license, state or federal securities registration, or FINRA registration denied, suspended, or revoked?  Yes  No
2. Have you ever had a complaint filed against you, been investigated by, had any state or federal regulatory authority take action against you, or been fined or censured by any state or federal regulatory authority?  Yes  No
3. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you ever been refused surety bonding or errors and omissions coverage?  Yes  No
4. Have you ever been convicted, pleaded guilty, or pleaded nolo contendere (no contest or state equivalent) to any felony or misdemeanor offense, other than a minor traffic offense or DUI (including any principal or officer for corporate applicants)?  Yes  No
5. Are there any outstanding or unsatisfied judgments against you?  Yes  No
6. Have you filed for bankruptcy within the last seven (7) years?  Yes  No
7. Have you ever been involved in arbitration or litigation regarding your insurance or securities business?  Yes  No
8. Do you have any outstanding debt with any insurer or insurance marketing organization?  Yes  No

NOTE: If an insurance company ever terminated your contract for a reason other than lack of production or if there are any outstanding matters that could result in your answering "yes" to the above questions, you must provide a letter of explanation.

Do you have errors and omissions coverage?  Yes  No Amount: \$ \_\_\_\_\_ Carrier: \_\_\_\_\_

## COMPLETE THIS SECTION IF YOUR COMMISSION SHOULD BE PAID TO YOUR UPLINE

I am directing American Equity to make all commission and compensation payments to my upline. I understand any reference in this application, American Equity's application materials, Agent's Contract, applicable commission schedule, or any other document describing compensation does not apply to me. American Equity's transmittal form, form number 3005, must be completed by your direct upline for this section to be effective.

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

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

## CERTIFICATION

Under penalties of perjury, I certify that: (1) my Social Security number or taxpayer identification number shown on this form is correct; (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; (3) I am a U.S. citizen or other U.S. person. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

## VERIFICATION AND SIGNATURE

By submitting this application, authorizing the submission of this application, or accepting compensation from American Equity, I am verifying the information contained within this form is true to the best of my knowledge and have read and accept all of the terms and conditions of American Equity's Agent's Contract, which is incorporated herein by reference. I also consent to receive facsimile and email communications from American Equity. If any information provided within this application and accompanying documents is determined to be inaccurate it may be grounds for termination at American Equity's sole discretion.

Signature: \_\_\_\_\_  
 (or signature of authorized signer if applicant is an entity)

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



# Agent's Contract

American Equity Investment Life Insurance Company®

This Agreement is entered into between American Equity Investment Life Insurance Company ("Insurer"), an Iowa insurance company and the above named person or entity also named on the Agent Appointment Application (a part of this Agreement) ("Agent"). Upon acceptance by Insurer, this Agreement authorizes Agent to act as Insurer's independent producer to solicit Insurer's products in accordance with the terms below. Agent must comply with the below terms and conditions at all times when agent solicits any of Insurer's products.

## 1. RELATIONSHIP

- (a) Agent is an independent contractor and nothing in this Agreement creates an employer-employee relationship, for any purpose. Agent has no authority, either express or implied, to act on Insurer's behalf. This Agreement is non-exclusive; Agent may enter into similar agreements with other insurance carriers and Insurer is free to enter into similar agreements with other independent insurance agents. Agent is free to exercise independent judgment as to the time, place and manner the acts contemplated by this Agreement are performed. Agent is responsible for knowing and complying with all applicable rules, laws and regulations with respect to Agent's business, employees and independent contractors.
- (b) Agent may only solicit Insurer's products that have been approved by the appropriate governmental authority and in states where Agent holds an active license to do so. Agent is responsible for knowing and understanding the terms of Insurer's products, and any updates to them. Agent is only permitted to make representations about products that are specifically stated in the insurance contract or other materials published by Insurer.
- (c) Insurer is required to adopt certain rules, policies, guidelines and operating procedures, including but not limited to, advertising, replacement, privacy, anti-fraud, and anti-money laundering policies and procedures. Agent is required to review, understand, and comply with these policies and procedures, as adopted by Insurer and complete any training Insurer determines is necessary. These policies may be revised or withdrawn at Insurer's sole discretion without providing prior notice. These policies and procedures are published on Insurer's producer website.
- (d) Insurer has the sole discretion to accept or deny any application received for one of its products.
- (f) Insurer relies on Agent to make reasonable efforts to determine the financial objectives of each prospective customer. It is Agent's responsibility to assist customers to enter into transactions that help meet their insurable needs and financial objectives, including but not limited to, collecting information to conduct a suitability analysis as required.
- (g) Agent cannot waive, alter, or change any provision or condition of any of Insurer's products, this Agreement, Insurer's advertising or literature, or modify or extend the amount of time for any premium payment due to Insurer.
- (h) Agent may only perform those acts expressly granted in this Agreement, unless Insurer otherwise agrees in writing. Agent cannot bind Insurer to any promise or agreement, or incur any debt, expense, obligation, liability, or enter into any contract or legal proceeding in Insurer's name or in connection with any matter pertaining to Insurer's business, without Insurer's prior written authorization.

## 2. COLLECTION OF PREMIUM

Any funds Agent collects that are intended to purchase Insurer's products must be made payable to Insurer. Agent may not endorse or cash checks, drafts, money orders, or financial instruments made payable to Insurer. Insurer will not accept Agent's personal or business funds to fund products unless Agent will have an ownership interest in the product.

## 3. DELIVERY OF CONTRACT

Insurer's products must be delivered according to Insurer's rules and policies; if a contract is not properly delivered, it must be timely returned to Insurer. Agent is not permitted to deliver a contract to someone whose health condition has materially declined since solicitation.

## 4. AUTHORITY OVER AGENTS

Agent may recruit and recommend persons for appointment or to contract with Insurer. Insurer has sole authority to approve any appointment or contract. Agent is responsible for the activities of any of Agent's employees or independent contractors and any persons from which Agent earns override Compensation from Insurer (Agent's employees, independent contractors and persons from whom agent collects override Compensation are collectively included in the definition of "Agent"). It is Agent's responsibility to properly train and adequately supervise these persons to meet the standards of this Agreement, their Agreements, Insurer's rules, procedures, and operating guidelines and to ensure their compliance with all applicable laws, rules, and regulations.

## **5. COMPENSATION**

- (a) "Compensation" includes commissions, fees, bonuses, or any other property Insurer awards to Agent.
- (b) Any commissions Agent earns are determined by the Commission Schedule in effect on the date Insurer's product application is completed by Agent. The Commission Schedule is incorporated into and is made a part of this Agreement.
- (c) Agent cannot assign any portion of Agent's Compensation without Insurer's prior written authorization.
- (d) Insurer reserves the right to reduce any Compensation or assignment by the full amount of any indebtedness Agent owes to Insurer.

## **6. LIABILITY**

Agent is jointly and severally liable to Insurer for:

- (a) all funds collected by Agent on behalf of Insurer to be used to fund Insurer's products;
- (b) funds payable to the Insurer as a balance due as shown on Agent's monthly statement; and
- (c) any liability resulting from Agent's downline Agents described in section 4 of this Agreement.

Insurer reserves the right to charge the maximum amount of interest allowed by law on any amount Agent owes to Insurer.

## **7. INDEBTEDNESS, INDEMNIFICATION, & REIMBURSEMENT**

- (a) Agent agrees to indemnify and hold Insurer harmless for any costs, losses, liabilities, claims, or expenses Insurer incurs in resolving any matter resulting from Agent's acts or omissions, including any breach of this Agreement, any alleged wrongdoing stemming from a violation of any law, regulation, or court order. Insurer has the sole discretion to resolve these matters. Agent agrees to pay all costs of collection, including attorney's fees that Insurer, its successors, or its assigns incur collecting any indebtedness from Agent.
- (b) Insurer is granted a security interest in all of Agent's Compensation, which is a first and prior lien against all other security interests or liens and the priority of this security interest cannot be diminished without Insurer's express written consent.
- (c) Insurer retains a right of set-off against all of Agent's Compensation. Any election to set-off shall not constitute an election to forego any other remedies possessed by Insurer to collect any indebtedness.
- (d) Agent holds Insurer harmless for reporting any debit balance through Agent's agency hierarchy or to any third party, including a collections agency in the event Agent fails to repay any indebtedness owed to Insurer. This indemnity also applies to Insurer's compliance with any levy, garnishment, or other lawful attempt to collect Compensation owed to Agent by Insurer.

## **8. FORFEITURE & NON-INTERFERENCE**

Agent agrees not to, directly or indirectly, induce or urge Insurer's customers to lapse, surrender or otherwise relinquish their contracts. Agent also agrees not to induce or urge any of Insurer's employees or Insurer's field of agents to terminate their relationship with Insurer. This provision is effective for a period of two years, or to the maximum amount permitted by law, from the date the parties' relationship ends. Agent agrees that money damages are an inadequate remedy and Insurer may therefore seek injunctive relief and further relief to prevent additional breaches of this provision. Insurer is entitled to seek these remedies in any state or federal court in Des Moines, Iowa and Agent agrees these courts have personal jurisdiction over Agent for such action. Said injunctive relief and monetary damages will not be subject to the Arbitration clause of this Agreement. If Agent violates the provisions of this paragraph any Compensation owed to Agent immediately terminates and Agent will be liable for any damages Insurer incurs or has incurred, including attorneys' fees.

## **9. NOTICES**

Any notice required by this Agreement to be given to Insurer must be sent to Insurer's principal place of business. Any notice required by this Agreement to be given to Agent will be sent to Agent's last known address in Insurer's records. Each such notice to a party will be hand delivered or transmitted by registered or certified United States mail with return receipt requested, or by overnight mail by a nationally recognized courier, and is effective upon delivery. If practical, notice may be provided electronically; the parties agree to receive communications from each other regarding any matters within the scope of this Agreement in any form, including, but not limited to, telephone, fax, or email.

## **10. NON-WAIVER**

Failure of a party to insist upon strict compliance with any of the conditions of this Agreement will not be construed as a waiver of any other condition. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

## **11. AMENDMENT**

- (a) It may be necessary for Insurer to amend this Agreement. Any amendment will be effective at the time Insurer provides notice or posts it to its producer website.

- (b) This Agreement cannot be changed by any verbal promise or statement. No written modification or change will bind Insurer unless it is signed by its President, a Vice President, or other authorized officer and expresses intent to modify or change this Agreement.

## **12. SEVERABILITY**

Any provision of this Agreement that is deemed to be invalid, void, or illegal by a court, tribunal of proper jurisdiction, or arbitrator will not affect, impair or invalidate any other provision contained in this Agreement and all remaining provisions shall remain in full force and effect.

## **13. STANDARD OF CARE**

Any recommendation by Agent to any insured or prospective insured to purchase Insurer's products must adhere to any standard of care required by applicable law. Agent is solely responsible for compliance with any applicable standard of care. Insofar as the Department of Labor's Fiduciary Rule, including its exemptions, is implemented and in force, Agent is responsible for knowing and complying with its requirements, including but not limited to, timely providing any and all necessary disclosures and agreements, complying with the impartial conduct standards, accepting only reasonable compensation for the solicitation of Insurer's products, and disclosing its relationship with Insurer. Agent acknowledges Insurer is not a Financial Institution or a fiduciary as defined within the Rule, or for any other purpose and does not provide impartial advice. Insurer does not have, and has not undertaken to provide, any supervisory authority or responsibility for Agent's compliance with any applicable standard of care.

## **14. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or any other claim or controversy arising between the parties of this agreement, will be arbitrated in accordance with the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be Des Moines, Iowa. The arbitration will be governed by the laws of the State of Iowa. Agent is expressly restricted from participating in any class or representative arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges constitutes a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party is required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

## **15. INFORMATION PRIVACY**

As a contracted independent agent of Insurer, Agent may from time to time receive information about Insurer, its products, its business practices, and its customers and their personal information. If this information is about Insurer, its products or its business practices Agent is not permitted to disclose or release this information to anyone other than as necessary to complete obligations imposed by this Agreement. If Insurer releases non-public personal information to Agent about customers Agent is prohibited from disclosing or releasing that information other than as instructed by Insurer, otherwise all information provided to Agent must be kept confidential. Upon termination of this Agreement, Agent will no longer receive non-public personal information from Insurer. Agent will comply with all laws, rules and regulations regarding the safeguarding of personal information Agent collects and Insurer releases to Agent. "Personal information" includes but is not limited to medical and financial information, which is protected under applicable law.

## **16. TERMINATION OF AGREEMENT**

- (a) Insurer may terminate this Agreement without prior notice in the event:
- (1) of Agent's death (or wind up if Agent is an entity);
  - (2) Agent fails to maintain an active license to sell any product offered by Insurer;
  - (3) of Agent's bankruptcy, insolvency, or assignment for the benefit of creditors; or
  - (4) Agent requests termination of this Agreement
- (b) Insurer may terminate this Agreement without prior notice if Agent:
- (1) permits any person who is not appointed or contracted with Insurer to solicit product applications on behalf of Agent;
  - (2) misappropriates or fails to return any money or other property belonging to Insurer or any prospective or existing customer;
  - (3) borrows money from any prospective or existing customer;
  - (4) commits a crime that could be grounds for revocation of Agent's license under 18 U.S.C. 1033 and any state equivalent law where agent is licensed;



(5) fails to comply with any applicable laws, rules, or regulations of any federal, state, or other governmental agency or body where Agent holds an active license; or

(6) subjects Insurer to liability due to Agent's actions, omissions, or misrepresentations or Agent falsifies, omits, or misrepresents any material information provided to Insurer;

Termination pursuant to any portion of this subsection (b) may be "for cause". The decision to terminate this Agreement is in Insurer's sole discretion. The right to terminate under this subsection (b) is not restricted by subsection (d) below.

(c) Insurer may terminate this Agreement without prior notice if Agent:

(1) fails to pay any indebtedness to Insurer on demand;

(2) fails to conform to Insurer's rules, policies, and practices including but not limited to, its advertising, replacement, suitability, anti-fraud, and anti-money laundering policies and procedures;

(3) engages in a pattern of replacing or attempting to replace Insurer's contracts with those of another company; or

(4) fails to cooperate or provide information to Insurer regarding complaints, inquiries, litigation, or investigations related to Agent's contract.

Termination pursuant to any portion of this subsection (c) may be "for cause". The decision to terminate this Agreement is in Insurer's sole discretion. The right to terminate under this subsection (c) is not restricted by subsection (d) below.

(d) This Agreement may be terminated by either party by giving fifteen days written notice to the other party.

(e) If Agent is terminated under subsection (b), all rights to any future Compensation, however earned, may be forfeit as determined in Insurer's sole discretion.

(f) If, prior to termination, Agent is indebted to Insurer and fails to repay such indebtedness on demand, all Compensation owed to Agent under this Agreement or any other Agreement between Insurer and Agent may be forfeit in Insurer's sole discretion. Forfeiture under this provision does not, in any way, prejudice Insurer's right to pursue any remedies available to it to collect any debt Agent owes Insurer.

(g) Upon termination of this Agreement, Agent is required to immediately return to Insurer all Insurer-published materials, supplies, advertising, and other printed material.

#### **17. OTHER POLICIES, PROCEDURES, AND GUIDELINES OF INSURER**

(a) By accepting Compensation from Insurer, Agent acknowledges and certifies that Agent has read and accepted all of the terms and conditions of this Agreement.

(b) Agent will keep accurate records relating to the business transacted pursuant to this Agreement and Insurer is entitled to inspect those records at any reasonable time at Insurer's expense.

(c) Agent is required to report to Insurer any action taken by any regulatory body against Agent within 30 calendar days of said action's initiation and again within 30 calendar days of its final disposition, excluding appeal.

(d) Agent is required to report to Insurer any criminal prosecution for a felony, federal crime, or moral turpitude offense against Agent, or if Agent is an entity, any criminal prosecution of any of its officers or directors, in any jurisdiction within 30 calendar days of the action being initiated and again within 30 days of the final disposition of the matter, excluding appeal.

(e) This Agreement is not assignable or delegable without Insurer's prior written consent. If Agent assigns or delegates any duties or obligations imposed by this Agreement, Agent unconditionally guarantees the performance and obligations of the assignee and/or delegatee.

(f) This Agreement updates and supersedes any previous Agent's Contract entered into between the parties. If any terms of this Agreement conflict with any previous Agent's Contract entered into between the parties, the terms of this Agreement will control.

(g) Sections 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 16(a), 16(d), 16(e), 16(f), and 17(h) survive termination of this Agreement.

(h) To the fullest extent permitted, this Agreement shall be construed in accordance with Insurer's rules, policies, and practices now or hereafter established and shall be interpreted and enforced pursuant to Iowa law.



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 Fax 515-222-5952  
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# AUTHORIZATION AGREEMENT

For Pre-Authorized Payments (Credits)

I (We) hereby authorize American Equity Investment Life Insurance Company®, hereinafter called The Company, to initiate credit entries, electronically, by paper means or by any other commercially accepted method, to My (Our) checking/saving account indicated below and the financial institution named below, hereinafter called Financial Institution, to credit the same such account.

FINANCIAL INSTITUTION	BRANCH	
CITY	STATE	ZIP
TRANSIT/ABA NUMBER	ACCOUNT NUMBER	

I (we) hereby authorize the Company to send My (Our) commission statements electronically to the email account indicated below.

E-MAIL ADDRESS
----------------

This authorization is to remain in full force until The Company and Financial Institution have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford The Company and Financial Institution a reasonable opportunity to act on it.

NAME(S)	AGENT NUMBER(S)	DATE
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE	
X	X	

## IMPORTANT: ATTACH VOIDED PERSONAL CHECK BELOW ▼

\*Please note: Simply depositing your funds in a corporate or agency account will not result in the 1099 being issued to the corporation or agency. Please contact Agency Services at 888-221-1234 for more information.





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 Fax 515-221-0138  
 www.american-equity.com

# CONSUMER REPORT *Authorization*

In connection with determining my eligibility for appointment as an agent of American Equity Investment Life Insurance Company ("American Equity") or its affiliates, and/or for purposes of evaluating me for reassignment or retention as an agent of American Equity or its affiliates, I understand that American Equity or its affiliates will obtain credit and/or investigative consumer reports on me. I understand the investigative reports may contain information regarding my criminal record, credit history, driving record, education record, and job history, or information otherwise bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living. I understand that this information will be used by American Equity or its affiliates to make decisions about my appointment as an agent of American Equity or its affiliates.

I understand that American Equity or its affiliates may disclose to upline agent(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 any information relating to any termination of my contract with American Equity or its affiliates and I authorize American Equity and/or its affiliates to disclose any such information.

By signing this form, I authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies and credit reporting agencies, to release such information to American Equity or any of its affiliates. I agree to keep this Authorization in effect during the term of my contract and acknowledge that American Equity and/or its affiliates may use this form to procure a future report based upon this Authorization. A photocopy of this authorization shall be deemed as valid as the original.

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

\_\_\_\_\_  
 Resident Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Social Security Number

\_\_\_\_\_  
 Date of Birth

A complete and accurate disclosure of the nature and scope of these reports, if made, will be provided to you by U.S. mail per your request (please check below)

Yes, I would like a copy of my credit report mailed to me.

**Report Disclosures For California, Maine, Minnesota, Oklahoma, and Washington Residents**  
*(CT Residents see reverse side of this form)*

Pursuant to the laws and regulations of the states of California, Maine, Minnesota, Oklahoma, and Washington, you are hereby notified that a consumer credit report and debit balance verification will be obtained through the following in connection with this application:

Business Information Group PO Box 541 Southampton, PA 18966 www.bigreport.com 800-260-1680	Vector One PO Box 12368 Scottsdale, AZ 85267 www.vector-one.com 800-860-6546
--	--

***Applicant -- Please read carefully and sign below:***

I also authorize the Company to share with any of the American Equity companies 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 the Company.

If you have any questions regarding your rights under the Federal Credit Reporting Act, please go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or contact your state's credit reporting authority where available.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

# **CONSUMER REPORT** *Authorization*

## Report Disclosure For Connecticut Residents

You have a right to obtain a copy of your credit file from a credit rating agency. You may be charged a reasonable fee not exceeding five dollars for your first request in twelve months or seven dollars and fifty cents for any subsequent request in that same twelve-month period. There is no fee, however, if you have been turned down for credit, employment, insurance or a rental dwelling because of information in your credit report within the preceding sixty days. The credit rating agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the credit rating agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current and verifiable information removed from your credit report. Under the federal Fair Credit Reporting Act, the credit rating agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for ten years.

If you have notified a credit rating agency in writing that you dispute the accuracy of information in your file, the credit rating agency must then, within thirty business days, reinvestigate and modify or remove inaccurate information. If you provide additional information to the credit rating agency, the agency may extend this time period by fifteen business days. The credit rating agency shall provide you with a toll-free telephone number to use in resolving the dispute.

The credit rating agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit rating agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit rating agency to keep in your file, explaining why you think the record is inaccurate. The credit rating agency must include your statement about disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in twelve months preceding your request which resulted in the provision of a credit report.

You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.

If you have reviewed your credit report with the credit rating agency and are dissatisfied, you may contact the Connecticut Department of Banking. You have a right to bring civil action against anyone who knowingly or willfully misuses file data or improperly obtains access to your file.



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 www.american-equity.com  
 Fax 515-221-0138

# Agent Appointment Only Application

(Please TYPE or PRINT clearly in Black Ink)

**Please attach a current copy of the applicant's resident state license.**

Agent's Full Name:		SSN:	Date of Birth:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Home/Residence Address:		Business Address:		
City _____ State _____ Zip _____		City _____ State _____ Zip _____		
Email Address:	Fax Number:	Business Phone Number:		

## BACKGROUND INFORMATION

**Please provide an explanation for any "YES" answers you provide. Please include dates where applicable and copies of relevant documentation verifying the information in your explanation, if available.**

1. Have you ever had your insurance license, state or federal securities registration, or FINRA registration denied, suspended, or revoked?  Yes  No
2. Have you ever had a complaint filed against you, been investigated by, had any state or federal regulatory authority take action against you, or been fined or censured by any state or federal regulatory authority?  Yes  No
3. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you ever been refused surety bonding or errors and omissions coverage?  Yes  No
4. Have you ever been convicted, pleaded guilty, or pleaded nolo contendere (no contest or state equivalent) to any felony or misdemeanor offense, other than a minor traffic offense or DUI (including any principal or officer for corporate applicants)?  Yes  No
5. Are there any outstanding or unsatisfied judgments against you?  Yes  No
6. Have you filed for bankruptcy within the last seven (7) years?  Yes  No
7. Have you ever been involved in arbitration or litigation regarding your insurance or securities business?  Yes  No
8. Do you have any outstanding debt with any insurer or insurance marketing organization?  Yes  No

NOTE: If an insurance company ever terminated your contract for a reason other than lack of production or if there are any outstanding matters that could result in your answering "yes" to the above questions, you must provide a letter of explanation.

Do you have errors and omissions coverage?  Yes  No Amount: \$ \_\_\_\_\_ Carrier: \_\_\_\_\_

## VERIFICATION AND SIGNATURE

By submitting this application or authorizing the submission of this application to American Equity, I am verifying the information contained within this form is true to the best of my knowledge and have read and accept all of the terms and conditions of American Equity's Agent's Appointment Only Agreement, which is incorporated herein by reference. I also consent to receive facsimile and email communications from American Equity. If any information provided within this application and accompanying documents is determined to be inaccurate it may be grounds for termination at American Equity's sole discretion.

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

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



P.O. Box 71216  
 ATTN: Licensing Department  
 Des Moines, IA 50325  
 888-221-1234  
 www.american-equity.com  
 Fax 515-221-0138

# Agent's Appointment Only Agreement

Agent Name \_\_\_\_\_

**An Agreement between American Equity Investment Life Insurance Company (hereinafter "Company") and the Agent named above (hereinafter "Me", "I", "Myself", "You", "Your").**

The Company is hereby requested to make application to the Department of Insurance of My State for the issuance of an appointment authorizing Me to solicit applications on behalf of the Company. I agree to abide by the below terms at any time I am soliciting business on behalf of Company and agree to follow all of Company's rules, policies, and procedures as communicated to Me.

I hereby agree that the Company's consent to the issuance for such appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to, and under the control of the Sponsoring Agent listed below.
2. That the Company has no obligation to Me for commissions, policyholder information, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by Me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with My Sponsoring Agent who has agreed to compensate Me for such services.
3. That I am not, and I shall refrain from holding Myself out as, an employee, partner, joint venturer or associate of the Company.
4. That I shall comply with the rules, regulations, policies, procedures, requirements, and rate books of the Company, the laws and regulations of any state/territory in which I am licensed, and the regulations of the Department of Insurance relating to My activities in the solicitation of insurance.
5. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisements, receipts, policies, or contracts of the Company, or use or distribute any sales or other materials that reference the Company or its products, in any respect, without prior written consent of the Company.
6. That I shall promptly remit to My Sponsoring Agent or the Company any and all monies or securities received by Me on behalf of the Company, full or partial payment of first year or renewal premiums, or any other item whatsoever.
7. That I shall not obligate the Company nor incur expense or liability on its behalf in any manner whatsoever.
8. That the Company may, without liability to Me whatsoever, upon request of My Sponsoring Agent or upon its own initiative, cancel this appointment at any time for any reason.
9. I acknowledge receipt of the Company's privacy policy regarding use of policyholder information and I agree to comply with the terms of such policy, as applicable. I will not disclose or use a policyholder's non-public personal or financial information other than to perform My duties under this Agreement.
10. Any recommendation by You to any insured or prospective insured to purchase Insurer's products must adhere to any standard of care required by applicable law. You are solely responsible for compliance with any applicable standard of care. Insofar as the Department of Labor's Fiduciary Rule, including its exemptions, is implemented and in force, You are responsible for knowing and complying with its requirements, including but not limited to, timely providing any and all necessary disclosures and agreements, complying with the impartial conduct standards, accepting only reasonable compensation for the solicitation of Insurer's products, and disclosing Your relationship with Company. You acknowledge Company is not a Financial Institution or a fiduciary as defined within the Rule, or for any other purpose and does not provide impartial advice. Company does not have, and has not undertaken to provide, any supervisory authority or responsibility for Your compliance with any applicable standard of care.
11. You are required to report to the Company any action taken by any regulatory body against you within 30 calendar days of said action's initiation and again within 30 calendar days of its final disposition, excluding appeal. You are also required to report to the Company any criminal prosecution for a felony, federal crime, or moral turpitude offense against you, in any jurisdiction within 30 calendar days of the action being initiated and again within 30 days of the final disposition of the matter, excluding appeal.

I request an Insurance Appointment for the State of \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Agent

This applicant is recommended for appointment as an agent assigned to my control, subject to the terms of my Agent's Contract with the Company and this Agreement.

\_\_\_\_\_  
 Print Name of Sponsoring Agent

\_\_\_\_\_  
 Signature of Sponsoring Agent

Company is deemed to have approved this agreement upon the earlier of notifying You of its acceptance of this agreement or issuance of the first contract You solicit.