



321 Middle Country Road  
PO Box 863  
Smithtown, NY 11787  
**Phone:** 631-265-7456 **Fax:** 631-265-7054  
**www.victorson.com**

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Dear Producer

Welcome to Victorson Associates, Inc.! Attached you will find the **American Equity** contracting paperwork you requested. Please forward completed paperwork back to me at above address, e-mail or fax for processing.

Please be thorough in completing the forms. Once you have them completed, please take a moment and make sure you have attached the following:

1. Completed and signed contracting paperwork
2. Make sure the direct deposit form is completed w copy of voided check, required.
3. Include copy of your state insurance license where you are requesting appointment.
4. Please advise date of Product training, required prior to soliciting business.

.At Victorson Associates, Inc. we appreciate your business. Once we receive notice that your appointment with the carrier is complete we will e-mail you confirmation.

If you have any questions at all, please feel free to contact me.

Sincerely,

*Linda DePinto*

Linda DePinto  
Licensing Coordinator  
lindad@victorson.com



# Agent's Contract

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ AGENT: \_\_\_\_\_

American Equity Investment Life Insurance Company (hereinafter called the "Company", "We", "Our" or "Us") and the Person, Firm or Corporation named above and whose signature appears on the Agent Appointment Application (a part of this contract) (hereinafter called "Agent", "you", or "your") mutually agree to the terms of the contract as follows:

## 1. AUTHORITY TO SOLICIT

You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company and provisions of this contract.

## 2. LIMITATION OF AUTHORITY

- (a) You are not authorized to waive, alter or change any provision or condition of the Company's insurance policies or certificates, agent's contracts, literature or receipts, modify or extend the amount of time for any premium payment due the Company.
- (b) You shall not perform any act other than expressly granted herein except as specifically authorized in writing by the Company.
- (c) You are not authorized and are expressly forbidden to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account. You are not authorized to enter into any legal proceedings in connection with any matter pertaining to our business without prior written authorization of the Company. You shall not enter into any Contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company. In connection with the solicitation of applications for insurance, you shall not use or distribute any sales materials that reference Company or Company's products, without prior written consent of Company. This excludes materials supplied by Company.

## 3. RELATIONSHIP

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this contract. You consent to receiving communications from us regarding any matters within the scope of this contract in any form, including, without limitation, phone solicitations, faxes, and e-mails.

## 4. COLLECTION OF PREMIUM

All monies received by you or collected for or on behalf of the Company shall be made payable to the Company. You are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

## 5. DELIVERY OF POLICY

- (a) The policy may be delivered only if
  - (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
  - (2) the first premium has been fully paid.
  - (3) Every policy shall be delivered within 20 days from the date said policy was issued by the Home Office.
- (b) Any policy not delivered shall be immediately returned to the Company upon expiration of the twenty day period.
- (c) For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

## 6. AUTHORITY OVER AGENTS

You have authority to recruit and recommend to the Company individuals to be appointed as agents of the Company. No recommendation or application for appointment or contract will be effective until approved by the Company at its Home Office, Des Moines, Iowa.

## 7. COMMISSIONS

- (a) We will pay to you commissions at the rate and the conditions set forth in the commission schedule.
- (b) The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
- (c) No commission will be paid on premiums paid in advance until after the due dates of premiums and then only if the policy is in force and effect on such due date.
- (d) Commissions shall be payable no less than monthly. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.
- (e) You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.

- (f) Should the Company, at its sole discretion, deem it appropriate at any time to cancel a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you.
- (g) Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- (h) All commissions in this Contract shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to agents recommended by you and under your supervision.

#### 8. ADVANCES

At any time, upon demand by the Company, any monies paid as an advance of commissions to you or to your agents or otherwise due from you to the Company as shown on your agent's statement shall be payable by you to the Company.

#### 9. LIABILITY

You shall be jointly and severally liable to the Company for all monies, including monies paid to you or to agents recruited or recommended by you, including but not limited to (a) monies collected on behalf of the Company and (b) monies payable to the Company as a balance due as shown on agent's monthly statement. All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. The Company reserves the right to charge interest on any amounts due hereunder up to 1 and 1/2 percent per month.

#### 10. INDEBTEDNESS

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Contract or any other Contract with the Company, shall have a first and prior lien against any compensation due you under this Contract and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Contract or any other Contract or any other Contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with American Equity Investment Life Insurance Company.

#### 11. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your agents and for all costs, expenses and attorneys' fees that the Company may incur in recovering from you or your agents any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from you or your agents breach of the terms of the Contract or violation of any law or regulation or failure to comply with any court order. Should any claims or lawsuits be made by any third party against you or your agents, or the Company as a result of alleged wrong-doing by you or your agents, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgement resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in Section 16(g).

#### 12. ASSIGNMENT

No assignment of any commissions or any other amounts or any portion due or to become due to you shall be valid unless authorized in advance in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of you to the Company.

#### 13. ACCOUNTING

The Company will furnish you no less than monthly statements showing commissions credited and other account entries within such account period.

#### 14. FORFEITURE

If, at any time, you endeavor to induce agents of the Company to discontinue their contract, or the Company's policyowners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

#### 15. DISCONTINUANCE OF POLICY FORMS OR TERRITORY

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any policy form in any or all territories without prejudice to our right to continue use of said form in any other territory;
- (c) resume the issuance or use of any form in any territory or territories.

#### 16. TERMINATION OF CONTRACT

- (a) This contract may be terminated in the event of
  - (1) your failure to be licensed to sell; or
  - (2) your request; your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the your request, or entity. We may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution.

- (b) This Contract will automatically terminate, at any time, without prior notice, if you shall
  - (1) withhold or misappropriate any money or other property belonging to us;
  - (2) subject us to liability due to any act, omission or misrepresentation by you;
  - (3) commit a criminal act involving theft or dishonesty;
  - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Contract;
  - (5) commit any fraud.
- (c) The Company, at its sole discretion, may terminate this Contract, at any time, without prior notice, if you shall
  - (1) fail to conform to the rules and regulations of the Company;
  - (2) fail to pay any indebtedness to the Company on demand;
  - (3) replace the Company's policies with another Company.
 Should you be terminated under subsections (b) or (c), you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Contract.
- (d) The Contract may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (d) is not restricted by the provisions for termination in (b) or (c) above.
- (e) Upon any termination of this Contract, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- (f) Except as set forth in paragraphs 14 and 16 (b), (c), first year commissions shall be fully vested as they accrue; and renewal commissions will be vested at 80% of the renewal commission percentage shown in the commission schedule or amendment. Should the renewal commissions due you be less than \$300.00 for any calendar year, the Company may discontinue payment to you at its discretion.
- (g) In the event of termination of the Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies shall become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. A forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

#### 17. NOTICES

Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered or, after having been deposited in the United States mails, postage prepaid, and addressed in the case of Company to its then principal place of business, and in your case to your last known address on the Company's records. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

#### 18. SEVERABILITY

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

#### 19. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of the Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

#### 20. AMENDMENT

This Contract cannot be changed by any verbal promise or statement by whom so ever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this contract. From time to time, We may notify you of amendments to this Contract approved by Company and such amendments will become binding upon You effective upon the giving of such notice.

#### 21. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within sixty days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Des Moines, Iowa.

#### 22. APPLICABLE LAW

To the full extent controllable by our stipulation, this Contract shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under Iowa Law.

#### 23. PRIVACY POLICY

You acknowledge receipt of our privacy policy regarding use of policyholder information and you agree to comply with the terms of such policy, as applicable.

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
*(Agent signature from appointment application incorporated here)*

By: \_\_\_\_\_  
*President*



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

# Agent Appointment Application

(Please TYPE or PRINT clearly in Black Ink)

1. Name \_\_\_\_\_  
 (as it appears on your license - please attach current copy)

2. If currently licensed as Partnership or Corporation, give name, address, Tax ID No. (please attach current copy of license)

Name	Street	City	State	Zip
3. Residence Address (required)	Street	City	State	Zip
4. Business Address	Street	City	State	Zip

5. Residence Phone ( \_\_\_\_\_ ) \_\_\_\_\_

6. Business Phone ( \_\_\_\_\_ ) \_\_\_\_\_

7. Fax # ( \_\_\_\_\_ ) \_\_\_\_\_

8. Preferred Mailing To:  Residence or  Business

9. E-Mail \_\_\_\_\_

10.  Female  Male

11. Date of Birth \_\_\_\_\_

12. Taxpayer Identification Number \_\_\_\_\_

13. Social Security Number \_\_\_\_\_

14. Resident License Number \_\_\_\_\_

15. For which states do you wish non-resident appointments?  
 (attach copy of current licenses; fees required for non-resident appointments)

16. Do you have a Securities License?  Yes  No (If Yes, complete the Broker Dealer Declaration Form #3013-BD)

17. Do you have a Debit balance as a result of the sale of any insurance related product or activity?  Yes  No If Yes, give name of company and explanation \_\_\_\_\_ Balance \$ \_\_\_\_\_

18. If you answer "Yes" to any of the questions below, please write details on a separate sheet and attach to this application.

- a. Have you ever had your insurance or securities license suspended or revoked?.....  Yes  No
- b. Have you ever had a complaint filed against you or been investigated with an insurance department or the NASD?.....  Yes  No
- c. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you been refused surety bonding?.....  Yes  No
- d. Have you ever been convicted of a crime, felony or misdemeanor including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law?.....  Yes  No
- e. Have you ever been involved in any litigation, including bankruptcy?.....  Yes  No
- f. Are there any unsatisfied judgements/liens outstanding against you?.....  Yes  No

19. Errors and Omissions Coverage?  Yes  No If Yes, amount \$ \_\_\_\_\_

20. Antimoney Laundering (AML) Certification?  Yes  No If Yes, check one box  LIMRA  OTHER (if "other" please enclose a copy of your certificate of completion.)

## AGENT'S DECLARATION AND AUTHORIZATION

(1) I hereby certify that all my answers to the above questions are true. The information is to the best of my knowledge an accurate Statement of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination for cause at the sole discretion of the Company. **Agent agrees that by accepting commissions from the Company, he/she acknowledges and certifies that he/she has read and accepts all of the terms and conditions of the Agent's Contract Form 121, a copy of which is attached hereto and incorporated herein by reference.** By signing this Agent Appointment Application I hereby consent to receive facsimiles and E-mails to the above fax number and E-mail account. The Company shall be allowed to fax and email me in connection with our business relationship.

(2) I authorize the Company and individuals to give, at any time, any information regarding my character, general reputation, personal traits, employment and any other information they have, whether or not in their records, and release the Company and individuals from all liabilities for any damage whatsoever for issuing this information. I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation. I understand that I have a right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

(3) *Certification* - Under penalties of perjury, I certify that:

- a. The Social Security Number or Taxpayer Identification Number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- b. 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 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.



Signature of Applicant

Date



P.O. Box 71216  
 Des Moines, IA 50325  
 888-221-1234  
 Fax 515-222-5952  
 www.american-equity.com

# 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
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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 ▼**





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# CONSUMER REPORT *Authorization*

American Equity agents are required to have acceptable credit histories at the time of appointment while under contract with American Equity. Before an agent is appointed, or an agency contract is renewed, or at any appropriate time, American Equity may review the individual's credit history in order to verify compliance with said company's policy.

Information you provide below will be used to access your consumer credit report.

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

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

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

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

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

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

I UNDERSTAND THAT TO BE ELIGIBLE FOR APPOINTMENT WITH AMERICAN EQUITY, MY CREDIT HISTORY MUST BE IN GOOD STANDING. I AUTHORIZE AMERICAN EQUITY TO OBTAIN A CONSUMER CREDIT REPORT ABOUT ME BOTH BEFORE AND (IN THE EVENT I AM APPOINTED) AFTERWARDS FOR THE PURPOSE OF EVALUATING MY APPLICATION FOR AN AGENCY CONTRACT OR ANY RENEWAL OF MY AGENCY CONTRACT. I UNDERSTAND THAT A COPY OF MY CREDIT REPORT AND A SUMMARY OF MY RIGHTS AS A CONSUMER WILL BE PROVIDED TO ME BEFORE ANY DECISION ADVERSELY AFFECTING MY AGENCY CONTRACT IS MADE IF THE DECISION IS BASED ON MY CONSUMER CREDIT REPORT.

~~X~~  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



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## STATE AND FEDERAL TRAINING REQUIREMENTS

### **\*\*IMPORTANT INFORMATION\*\*** **REGARDING STATE AND FEDERAL TRAINING REQUIREMENTS**

Agents appointed with American Equity need to be compliant with state and federal training requirements. American Equity is not able to accept business from agents who are not compliant with applicable state and federal requirements.

**\*Anti-Money Laundering Training** – All agents are required by federal law to complete anti-money laundering training. American Equity requires that agents complete an Anti-money laundering base course with a refresher course every two years. American Equity will not issue new business unless we have received confirmation of your compliance. Please submit proof of completion to American Equity. If you completed anti-money laundering training through LIMRA you will need to contact American Equity.

Contact information: [agencyemail@american-equity.com](mailto:agencyemail@american-equity.com) fax – 515-221-0138 phone – 888-221-1234 option 4.

**\*Carrier Specific Product Training** – Effective February 15, 2011 all American Equity agents will be required to take product specific training before soliciting an annuity application for one of our products. American Equity will not be able to accept business that is dated prior to the completion of the product training completion date. **Please note:** The Lifetime Income Benefit Rider has a separate training module. Agents must complete both the product module and the LIBR module in order to sell the rider with a product.

Product training is available on our website at [www.american-equity.com](http://www.american-equity.com) for agents who have an active agent number. Agents who do not have a number can access the training at <https://agent.american-equity.com/StateProductTraining.asp>. Use the last four digits of your SSN and your state license number to log in.

**\*California Annuity Training** – Agents licensed in CA are required to complete an initial 8 hours of approved annuity training prior to soliciting annuity applications. The state also requires an additional 4 hours of approved annuity training be taken every 2 year license term. American Equity is required by the state to verify that the training has been completed. We ask that you complete the training before submitting annuity applications to us during each two year term. We will only issue new annuity policies if you have completed the annuity training requirement for your current license term.

For more information on approved training courses: [www.insurance.ca.gov](http://www.insurance.ca.gov)

**\*Iowa Annuity Training** – Agents licensed in IA are required to complete 4 hours of approved indexed annuity training before soliciting an indexed annuity application. Effective 1/1/2011 agents selling any type of annuities must complete 4 hours of approved annuity training before soliciting an annuity application. Agents selling indexed annuities will need to have completed the 4 hour indexed annuity training requirement in addition to the 4 hour annuity training.

For information on Iowa approved 4 hour annuity and 4 hour index annuity training courses: [www.pearsonvue.com](http://www.pearsonvue.com)

CONTINUE TO NEXT PAGE

## STATE AND FEDERAL TRAINING REQUIREMENTS

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**\*Texas Annuity Training** – Effective 9/1/11 agents with a resident life insurance license issued in TX must complete a total of 8 hours of annuity training during each 2 year license term. The training can be completed all at once or can be taken as two 4 hour courses during the license term.

For information on approved training courses: [www.sircon.com/texas](http://www.sircon.com/texas)

**\*All other State Annuity Training Requirements:**

Agents in the states shown below must complete a one time state approved 4 hour annuity training course.

**PLEASE NOTE:**

Agents issued an insurance license prior to the *Implementation Date* shown on the chart have until the *Completion Date* shown on the chart to comply with the 4 hour annuity training requirement. After the *Completion Date* shown on the chart agents will not be able to solicit an annuity application until they have completed the training requirement.

Agents issued a new insurance license after the *Implementation Date* shown may not solicit an annuity application until they have completed the annuity training requirement.

<u>State</u>	<u>Implementation Date</u>	<u>Completion Date</u>	<u>State Contact Information</u>
CO	04/01/2011	10/01/2011	<a href="http://www.dora.state.co.us/insurance">www.dora.state.co.us/insurance</a>
DC	06/24/2011	12/24/2011	<a href="http://www.disb.dc.gov">www.disb.dc.gov</a>
HI	01/01/2012	01/31/2012	<a href="http://www.insurance.hawaii.gov">www.insurance.hawaii.gov</a>
IN	01/01/2012	07/01/2012	<a href="http://www.in.gov/idoi">www.in.gov/idoi</a>
KY	01/01/2012	07/01/2012	<a href="http://www.insurance.ky.gov">www.insurance.ky.gov</a>
MD	11/01/2011	05/01/2012	<a href="http://www.mdinsurance.state.md.us">www.mdinsurance.state.md.us</a>
ND	08/01/2011	02/01/2012	<a href="http://www.nd.gov/ndins">www.nd.gov/ndins</a>
OH	07/01/2011	01/01/2012	<a href="http://www.insurance.ohio.gov">www.insurance.ohio.gov</a>
OK	07/14/2010	07/14/2011	<a href="http://www.sircon.com/oklahoma">www.sircon.com/oklahoma</a>
OR	07/01/2011	01/01/2012	<a href="http://www.oregoninsurance.org">www.oregoninsurance.org</a>
RI	06/01/2011	12/01/2011	<a href="http://www.dbr.state.ri.us">www.dbr.state.ri.us</a>
SC	09/25/2011	03/25/2012	<a href="http://www.doi.sc.gov">www.doi.sc.gov</a>
WI	05/01/2011	11/01/2011	<a href="http://www.oci.wi.gov">www.oci.wi.gov</a>
WV	07/01/2011	01/01/2012	<a href="http://www.wvinsurance.gov">www.wvinsurance.gov</a>



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# Agent Appointment Only Application

(Please TYPE or PRINT clearly in Black Ink)

1. Name \_\_\_\_\_  
*(as it appears on your license - please attach current copy)*

2. If currently licensed as Partnership or Corporation, give name, address, Tax ID No. (please attach current copy of license)

Name	Street	City	State	Zip
3. Residence Address (required)	Street	City	State	Zip
4. Business Address	Street	City	State	Zip

5. Residence Phone (\_\_\_\_\_) \_\_\_\_\_

6. Business Phone (\_\_\_\_\_) \_\_\_\_\_

7. Fax # (\_\_\_\_\_) \_\_\_\_\_

8. Preferred Mailing To:  Residence or  Business

9. E-Mail \_\_\_\_\_

10.  Female  Male

11. Date of Birth \_\_\_\_\_

12. Taxpayer Identification Number \_\_\_\_\_

13. Social Security Number \_\_\_\_\_

14. Resident License Number \_\_\_\_\_

15. For which states do you wish non-resident appointments?  
*(attach copy of current licenses; fees required for non-resident appointments)*

16. Do you have a Securities License?  Yes  No (If Yes, complete the Broker Dealer Declaration Form #3013-BD)

17. Do you have a Debit balance as a result of the sale of any insurance related product or activity?  Yes  No If Yes, give name of company and explanation \_\_\_\_\_ Balance \$ \_\_\_\_\_

18. If you answer "Yes" to any of the questions below, please write details on a separate sheet and attach to this application.

- a. Have you ever had your insurance or securities license suspended or revoked?.....  Yes  No
- b. Have you ever had a complaint filed against you or been investigated with an insurance department or the NASD?.....  Yes  No
- c. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you been refused surety bonding?.....  Yes  No
- d. Have you ever been convicted of a crime, felony or misdemeanor including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law?.....  Yes  No
- e. Have you ever been involved in any litigation, including bankruptcy?.....  Yes  No
- f. Are there any unsatisfied judgements/liens outstanding against you?.....  Yes  No

19. Errors and Omissions Coverage?  Yes  No If Yes, amount \$ \_\_\_\_\_

20. Antimoney Laundering (AML) Certification?  Yes  No If Yes, check one box  LIMRA  OTHER (if "other" please enclose a copy of your certificate of completion.)

## AGENT'S DECLARATION AND AUTHORIZATION

(1) I hereby certify that all my answers to the above questions are true. The information is to the best of my knowledge an accurate Statement of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination for cause at the sole discretion of the Company. **Agent agrees that by signing below, he/she acknowledges and certifies that he/she has read and accepts all of the terms and conditions of the Agent's Appointment Agreement Form 3002, a copy of which is attached hereto and incorporated herein by reference.** By signing this Agent Appointment Application I hereby consent to receive facsimiles and E-mails to the above fax number and E-mail account. The Company shall be allowed to fax and email me in connection with our business relationship.

(2) I authorize the Company and individuals to give, at any time, any information regarding my character, general reputation, personal traits, employment and any other information they have, whether or not in their records, and release the Company and individuals from all liabilities for any damage whatsoever for issuing this information. I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation. I understand that I have a right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

(3) *Certification* - Under penalties of perjury, I certify that:

- a. The Social Security Number or Taxpayer Identification Number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- b. 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 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.

Signature of Applicant

Date



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

# Agent's Appointment Agreement

American Equity Investment Life Insurance Company

## AN AGREEMENT BETWEEN AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY AND

\_\_\_\_\_  
 (Agent Name)

You are 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 hereby agree that your 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 jurisdiction of the Agent listed below.
2. That the Company has no obligation to me for commissions, 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 Agent who has agreed to compensate me for such services; and
3. That I have no contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the Company; and
4. That I shall comply with the rules, regulations, and rate books of the Company, the laws of my State or States in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and
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, in any respect; and
6. That I shall promptly remit to my 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; and
7. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
8. That the Company may, without liability to me whatsoever, upon request of my Agent or upon its own initiative, cancel this appointment at any time.
9. I acknowledge receipt of your privacy policy regarding use of policyholder information and I agree to comply with the terms of such policy, as applicable.

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

**FOR HOME OFFICE USE ONLY**  
 This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

The Company approves the above agreement subject to all provisions herein.

By: \_\_\_\_\_  
 Authorized Home Office Signature