



# 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 (c) is not restricted by the provisions for termination in (a) or (b) 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), 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

# 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



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	How Long
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. Antimony 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 \_\_\_\_\_



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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
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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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# ***Broker Dealer Declaration Form***

*American Equity Investment Life Insurance Company*

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**PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR AGENT APPOINTMENT APPLICATION IF YOU ARE CURRENTLY WORKING WITH A BROKER DEALER WHO REQUIRES YOU TO:**

- **SELL ONLY APPROVED ANNUITY PRODUCTS**
- OR**
- **TO SUBMIT YOUR ANNUITY APPLICATIONS THROUGH THE BROKER DEALER FOR REVIEW.**

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**AGENT NAME (please print)**

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**BROKER DEALER FIRM**

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**BROKER DEALER PHONE NUMBER**

I request that my commission and other compensation payable to me for the sale of American Equity annuity products be paid to the Broker Dealer organization named above in accordance with the following instructions:

\_\_\_\_\_ All commissions will be paid directly to the Broker Dealer firm shown above.

\_\_\_\_\_ A percentage of my commissions will be paid to the Broker Dealer firm shown above.

Please indicate percentage amount: \_\_\_\_\_

\_\_\_\_\_ All my commissions will be paid directly to me.

I understand in making this request that the instructions given here supersede any statements regarding American Equity's responsibility for paying commissions or other compensation, set out in the Agent Contract and/or Appointment Only Agreement. All other terms and conditions of the Agent Appointment Application, Agent Contract and/or Agent Appointment Only Agreement still apply. I understand that this form is incorporated into my Agent Contract/Appointment Only Agreement. I understand that as of the date shown below American Equity will pay commissions and any other compensations as instructed by this form. I understand that my instructions given here may only be canceled in writing. I understand that I am still responsible for the repayment of commission charge backs.

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**AGENT SIGNATURE**

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**DATE**