



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

Ina Burnside/ ANBC
 Ph: 800/228-2926
 Fax 309-346-2821

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: _____

Date: _____

(or signature of authorized signer if applicant is an entity)



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.