



# Agent's Contract

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

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

American Equity Investment Life Insurance Company (hereinafter "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 "Agent", "You", or "Your") mutually agree to the terms and conditions of this Contract. The term "Company", as used in this contract, shall include all companies affiliated with American Equity Investment Life Insurance Company.

## 1. AUTHORITY TO SOLICIT

- (a) You shall be licensed by the state(s) in which You conduct the activities related to this Contract, such as soliciting applications, delivering policies, and accepting any Compensation. You shall conduct the activities related to this Contract in accordance with, and are responsible for knowing and complying with, all applicable rules, statutes, regulations, and other governing procedures as well as the rules, policies, guidelines, and operating procedures of the Company and provisions of this Contract, and any updates thereto.
- (b) You are responsible for knowing the terms and conditions of Our products and for remaining familiar with any updates/changes thereto.
- (c) You shall make reasonable efforts to determine the financial objectives, and the current and future medical status for Life Insurance, of the proposed insured based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their financial objectives including but not limited to, conducting a suitability analysis, as may be required by law or Company practice.

## 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 forbidden to bind the Company by any promise or agreement, or to incur any debt(s), expense(s), obligation(s), liability(ies), or enter into any contract(s) or legal proceeding(s) in Our name or in connection with any matter pertaining to Our business, without prior written authorization of the Company.
- (d) Your relationship with the Company shall be that of an independent contractor and not an employee. You shall be free to exercise independent judgment as to the time and manner You perform the acts You are authorized to perform under this Contract, but from time to time We must set forth certain rules, policies, guidelines, and operating procedures with respect to the conduct of business that You must abide.

## 3. COLLECTION OF PREMIUM

All monies received 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. Agent may not use Agent's own personal or business checks or funds for the payment of premium of a policy not owned by Agent.

## 4. DELIVERY OF POLICY

- (a) All policies must be delivered according to the Company's requirements and all applicable laws and regulations. All policies shall be delivered within the period required by applicable state law. If not, the policy must be returned to Us immediately.
- (b) You may only deliver the Contract if, to the best of Your knowledge, the proposed insured does not have a medical condition considered terminal by a medical doctor.

## 5. 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 Our Home Office. You are responsible for the activities of any Agents on whose production You are entitled to receive and/or have received compensation from the Company (hereinafter "Your Agents"). You are responsible for providing proper and adequate supervision and training of Your Agents, including but not limited to their compliance with the terms and conditions of their Contracts with the Company and with all laws and regulations concerning the business of insurance.

## 6. COMPENSATION, ADVANCES AND ASSIGNMENT

- (a) "Compensation" shall include commissions, fees, bonuses, or any other compensation awarded to You by the Company.
- (b) Your compensation under this Contract shall be determined in accordance with the applicable Commission Schedule in effect on the date a policy is solicited by You or Your Agents, which are hereafter made a part of this Contract, and any other contract or agreement with the Company, also hereafter made a part of this contract. You are responsible for remaining familiar with any updates or amendments to the Commission Schedule and shall be bound by said updates or amendments.
- (c) 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.
- (d) No assignment of any Commissions or other compensations or any portion due or to become due to You, by the Company, shall be valid without prior written authorization from the Company. Authorized assignments are subject to all indebtedness You owe the Company.

## **7. LIABILITY**

You shall be jointly and severally liable to the Company for all monies, including monies paid to You or to Your Agents, 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 Your 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 under this Contract up to the amount permitted by law. If Agent is a business entity, each individual signing the Agent Appointment Application, Form 3000, on behalf of the entity agrees to be and shall be liable for any debt of Agent and shall personally guarantee the full and faithful performance of all duties and obligations of Agent under this Contract.

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

- (a) You hereby assign and grant to the Company a security interest in any Compensation payable to or owed to You by Us. Such interest shall be deemed a first and prior lien against all other security interests or liens.
- (b) The Company shall have the right of offset against any Compensation payable or owed to You by 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's fees, incurred by Company, its successors, or its assigns in collecting any indebtedness from You.
- (c) You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost, or liability which it may incur resulting from Your 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. This includes all costs, expenses, and attorneys' fees that the Company may incur in recovery.
- (d) 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 indemnify Us and hold Us harmless for any claim, loss, expense, cost, or liability which We may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim.
- (e) You agree to hold Us harmless: in the event You fail to repay any indebtedness owed to Us according to the terms of this Contract; if We decide to report Your debit balance through Your agency hierarchy or any third party, including but not limited to a collections agency; and for the Company's compliance with any levy, garnishment, or other lawful attempt to collect Compensation owed to You by the Company.
- (f) The terms of this paragraph 8 shall survive termination of this contract.

## **9. FORFEITURE & NON INTERFERENCE**

- (a) For 2 years following the termination of this Contract, if You, directly or indirectly, induce or urge agents of the Company to discontinue their Contract, or the Company's policy owners to relinquish their policies, You shall forfeit any and all Compensation that You might otherwise have acquired under any and all contract(s) with the Company. Forfeiture under this paragraph shall not limit other remedies We may pursue.
- (b) You agree that You will be liable for any damages We suffer under this provision and We may seek injunctive relief to prevent further breaches of this provision. We are entitled to seek such claims for damages and injunctive relief in any state or federal court in Iowa. You agree that those courts have personal jurisdiction over You for such action, which shall not be subject to the Arbitration clause of this contract.

## **10. ADVERTISING**

You are responsible for knowing and complying with, and remaining familiar with the terms and conditions of Our Advertising Guidelines, including any updates. The terms of these Guidelines are incorporated herein and considered part of this contract.

## **11. NOTICES**

Any notice or demand required or permitted to be given under this Contract shall be in writing and deemed effective (unless otherwise stated herein) upon the personal delivery thereof, if delivered or after having been deposited in the United States mail, postage prepaid, and addressed in the case of Company to Our 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 sent by giving the other party notice in the above described manner. 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, emails, private mail delivery services, Federal Express, UPS, and United States mail.

## **12. 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.

## **13. AMENDMENT**

This Contract cannot be changed by any verbal promise or statement. No written modification or change will bind the Company unless it is signed by the President, a Vice President, or other authorized officers 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 Us and such amendments will become binding upon You effective upon the giving of such required Notice.

## **14. 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.

## **15. APPLICABLE LAW**

To the fullest 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.

**16. TERMINATION OF CONTRACT**

- (a) This Contract may be terminated in the event:
  - (1) Of Your death;
  - (2) You request to terminate this Contract;
  - (3) You fail to be licensed to sell any insurance products which the Company offers to consumers; or
  - (4) Of Your termination, bankruptcy, insolvency, or assignment for the benefit of creditors.
 We may continue to rely on the validity of this Contract until receiving formal written notice of any of these events.
- (b) This Contract will automatically terminate, at any time, without prior notice, in the event:
  - (1) You withhold or misappropriate any money or other property belonging to Us, a policy owner, or insured;
  - (2) You subject Us to liability due to any act, omission, or misrepresentation by You or You falsify, omit, or misrepresent any material information provided to Us;
  - (3) You commit an act, including but not limited to, a criminal act involving a felony or moral turpitude offense, including but not limited to fraud, theft, dishonesty, failure to maintain a fiduciary duty, willful tax evasion, bribery, or perjury or borrow money or take a loan or funds from a client for personal use;
  - (4) You fail to comply with the laws, rules, or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Contract, including without limitation those rules and procedures set forth in Our guidelines, including but not limited to Our advertising, replacement, suitability, and Anti-Money Laundering policies and procedures.
- (c) The Company, at its sole discretion, may terminate this Contract, at any time, without prior notice, if You or Your Agents 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 or attempt to replace a policy issued by the Company with that of another Company; or
  - (4) Fail to cooperate or provide information to Us for complaints, inquiries or investigations related to Your 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 terminate under this subsection (d) is not restricted by the provisions for termination in (b) or (c) above.
- (e) Should You be terminated under this Contract, You shall forfeit all rights to any further compensation and/or commissions from premium added to a Contract after Your termination or any renewal commissions that may have been earned.
- (f) In the event of termination of this Contract for any reason, the liability, lien, reimbursement, 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, or agreement, You may have with the Company shall be forfeited. 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.
- (g) The terms and conditions of this Contract and any other provisions incorporated hereunder shall remain in effect for all business conducted under this Contract.
- (h) Upon termination of this Contract, You shall immediately deliver to Us all Company materials, supplies, advertising, and other printed material which mentions the Company.

**17. ARBITRATION**

If any dispute or disagreement shall arise under or relate to this Contract and the parties cannot agree on a written settlement within sixty days after any dispute, or disagreement arises (or within a period agreed to by the parties) then, except as otherwise explicitly provided herein, the matter in controversy shall be settled by binding arbitration in Dallas or Polk County, in the State of Iowa. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association with an arbitrator experienced in insurance and contract law who shall interpret this Contract in accordance with Iowa law. Any decision or award resulting from arbitration shall be in writing and be deemed final. Judgment on an award may be entered in any court of competent jurisdiction but shall remain confidential.

**18. PRIVACY POLICY**

You acknowledge receipt of Our Privacy Policy regarding use of policyholder information. You are responsible for knowing and complying with, and remaining familiar with the terms and conditions of Our Privacy Policy including any updates. The terms of the policy shall be incorporated herein and determined to be part of this contract.

**19. OTHER POLICIES, PROCEDURES, AND GUIDELINES OF THE COMPANY**

- (a) You agree that by accepting Compensation from the Company, You acknowledge and certify that You have read and accept all of the terms and conditions of this Contract. You are responsible for knowing the terms of this Contract and any amendments. You shall keep accurate records relating to the business You transact pursuant to this Contract and You shall make those records available to Us upon request.
- (b) You are required to report to the Company all administrative actions taken against You in any jurisdiction by any regulatory body within 30 calendar days of action being initiated and within 30 calendar days of the final disposition of the matter.
- (c) You are required to report to the Company any criminal prosecution by any jurisdiction within 30 calendar days after the earlier of the initial pretrial hearing date, indictment, consent decree, or judgment for a felony or a moral turpitude offense.
- (d) You may not assign or delegate any duties or responsibilities imposed by this contract without Our prior written consent. If You do so, You unconditionally guarantee the performance and obligations of the assignee and/or delegatee.

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

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

Street	City	State	Zip
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4. Business Address  

Street	City	State	Zip
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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. Company specific product training completed?  Yes  No
15. For which states do you wish non-resident appointments?  
(attach copy of current non resident licenses; fees required for non-resident appointments) \_\_\_\_\_
16. Do you have a Securities License?  Yes  No (Please complete form 3013-BD Broker Dealer Declaration form if you need to have commissions paid to your Broker dealer)
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, been investigated by, had an administrative action taken against you, or had a consent decree, reprimand or any disciplinary action taken by any regulatory agency including FINRA .....  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 at any time had a state or federal criminal conviction, guilty plea, nolo contendere plea or plea agreement for a felony or misdemeanor offense of any kind except traffic related incidents?.....  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, date of most recent course completion \_\_\_\_\_ name of course provider \_\_\_\_\_. PLEASE ENCLOSE A COPY OF YOUR COURSE 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 compensation 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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888-221-1234  
Fax 515-221-0138  
www.american-equity.com

# ***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.

\_\_\_\_\_ All Commissions from index annuity products will be paid directly to the Broker Dealer Firm shown above.

\_\_\_\_\_ 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**

---

**DATE**



P.O. Box 71216  
Des Moines, IA 50325  
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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 ▼**

\*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 option 4 for more information.



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# 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
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***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*

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## 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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life.american-equity.com

# STATE AND FEDERAL TRAINING REQUIREMENTS

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

**Agents contracted 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 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.

**\*Carrier Specific Product Training** – All American Equity agents are 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 (LIBR) 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 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. 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)

**\*Texas Annuity Training** – All agents must complete an approved initial 4 hour annuity training course prior to writing any annuity applications. Resident licensed agents must complete 8 hours of additional annuity training during each 2 year license term in order to continue writing annuity applications.

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## STATE AND FEDERAL TRAINING REQUIREMENTS

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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>
AK	10/16/2011	04/16/2012	<a href="http://www.commerce.state.ak.us/insurance">www.commerce.state.ak.us/insurance</a>
CO	04/01/2011	10/01/2011	<a href="http://www.dora.state.co.us/insurance">www.dora.state.co.us/insurance</a>
CT	02/18/2012	08/18/2012	<a href="http://www.ct.gov/cid">www.ct.gov/cid</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>
ID	04/04/2013	10/04/2013	<a href="http://www.doi.idaho.gov">www.doi.idaho.gov</a>
IL	07/01/2012	07/01/2012	<a href="http://www.insurance.illinois.gov">www.insurance.illinois.gov</a>
IN	01/01/2012	07/01/2012	<a href="http://www.in.gov/idoi">www.in.gov/idoi</a>
KS	06/01/2013	12/01/2013	<a href="http://www.ksinsurance.org">www.ksinsurance.org</a>
KY	01/01/2012	07/01/2012	<a href="http://www.insurance.ky.gov">www.insurance.ky.gov</a>
LA	08/15/2012	01/01/2013	<a href="http://www.ldi.state.la.us">www.ldi.state.la.us</a>
MD	11/01/2011	05/01/2012	<a href="http://www.mdinsurance.state.md.us">www.mdinsurance.state.md.us</a>
MI	06/01/2013	12/01/2013	<a href="http://www.michigan.gov">www.michigan.gov</a>
MN	01/01/2014	07/01/2014	<a href="http://www.mn.gov/commerce/insurance">www.mn.gov/commerce/insurance</a>
MS	09/01/2013	09/01/2014	<a href="http://www.mid.state.ms.us">www.mid.state.ms.us</a>
ND	08/01/2011	08/01/2012	<a href="http://www.nd.gov/ndins">www.nd.gov/ndins</a>
NE	07/19/2012	01/19/2013	<a href="http://www.doi.ne.gov">www.doi.ne.gov</a>
NJ	02/04/2013	08/04/2013	<a href="http://www.dobi.nj.gov">www.dobi.nj.gov</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>
SD	07/01/2012	01/01/2013	<a href="http://www.dlr.sd.gov/insurance">www.dlr.sd.gov/insurance</a>
WA	03/29/2012	09/29/2012	<a href="http://www.insurance.wa.gov">www.insurance.wa.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>
WY	09/26/2014	03/26/2015	<a href="http://doi.wyo.gov">doi.wyo.gov</a>