



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

## Managing General Agent COMMISSION SCHEDULE

Commission listed below in years 2 and 3 are for premiums received in the first year.

<b>ADVANTAGE GOLD</b>	<b>INDEX-6-07</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
	Age 76 – 80	4.50%	0.75%	0.75%
	Additional Money added in Years 2-5 is 2.06%			
<b>TX</b>	<b>INDEX-6-07</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 75	6.00%	1.00%	1.00%
	Age 76 – 80	4.50%	0.75%	0.75%

<b>INTEGRITY GOLD</b>	<b>INDEX-5-07</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 75	4.13%	0.68%	0.68%
	Additional Money added in Years 2-5 is 2.75%			
	Age 76 – 80	3.09%	0.51%	0.51%
	Additional Money added in Years 2-5 is 2.06%			

<b>RETIREMENT GOLD (All approved states except those below)</b>	<b>INDEX-2-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 78	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
<b>IN</b>	<b>INDEX-2-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 73	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
	Age 74 – 78	4.50%	0.75%	0.75%
Additional Money added in Years 2-5 is 2.06%				
<b>TX</b>	<b>INDEX-2-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 55	6.00%	1.00%	1.00%

<b>RETIREMENT GOLD FL ONLY</b>	<b>INDEX-4-10</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 64	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
	Age 65 - 75	5.25%	0.87%	0.87%
	Additional Money added in Years 2-5 is 2.75%			
	Age 76 – 78	4.50%	0.75%	0.75%
Additional Money added in Years 2-5 is 2.06%				

<b>RETIREMENT GOLD DE</b>	<b>RG-FIA-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 – 78	5.25%	0.87%	0.87%
	Additional Money added in Years 2-5 is 2.75%			



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<b>BONUS GOLD</b> INDEX-1-07 INDEX-7-05 (OK Only) INDEX-1-05 (DE Only)	<b>BONUS GOLD</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
	Age 76 - 80	4.50%	0.75%	0.75%
<b>FL</b>	<b>INDEX-1-07</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 64	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			

<b>10/10 GOLD</b>	<b>INDEX-6-05</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 4.25%			
	Age 76 - 80	4.50%	0.75%	0.75%
Additional Money added in Years 2-5 is 3.18%				

<b>MILLENNIUM PLATINUM WA ONLY</b>	<b>INDEX-6-05</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 4.25%			
	Age 76 - 80	4.50%	0.75%	0.75%
Additional Money added in Years 2-5 is 3.18%				

<b>BENEFIT GOLD</b>	<b>ICC10 IDX-110</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	5.25%	0.87%	0.87%
	Age 76 - 80	3.94%	0.65%	0.65%

<b>TRADITIONS GOLD PLUS</b>	<b>ICC11 IDX3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	4.50%	0.75%	0.75%
	Additional Money added in Years 2-5 is 2.60%			
	Age 76 - 80	3.40%	0.55%	0.55%
Additional Money added in Years 2-5 is 1.95%				

<b>TRADITIONS GOLD</b>	<b>ICC11 IDX4</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	4.50%	0.75%	0.75%
	Additional Money added in Years 2-5 is 2.60%			
	Age 76 - 80	3.40%	0.55%	0.55%
Additional Money added in Years 2-5 is 1.95%				



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## Managing General Agent COMMISSION SCHEDULE

<b>Premier Eagle 10 (FPDA-7-08)</b>					
<b>Year Premium Received (**See chart below for supplemental commission)</b>					
<b>Age at the time of Issue</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Age 0 – 71	5.00%	5.00%	5.00%	5.00%	5.00%
Age 72	5.00%	5.00%	5.00%	5.00%	3.75%
Age 73	5.00%	5.00%	5.00%	3.75%	3.75%
Age 74	5.00%	5.00%	3.75%	3.75%	3.75%
Age 75	5.00%	3.75%	3.75%	3.75%	3.75%
Age 76	3.75%	3.75%	3.75%	3.75%	3.75%
Age 77	3.75%	3.75%	3.75%	3.75%	2.50%
Age 78	3.75%	3.75%	3.75%	2.50%	2.50%
Age 79	3.75%	3.75%	2.50%	2.50%	2.50%
Age 80	3.75%	2.50%	2.50%	2.50%	2.50%

<b>Premier Eagle 10 (FPDA-7-08)</b>					
<b>Year Premium Received AK, DE, SC, UT (**See chart below for supplemental commission)</b>					
<b>Age at the time of Issue</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Age 0 – 71	3.43%	3.43%	3.43%	3.43%	3.43%
Age 72	3.43%	3.43%	3.43%	3.43%	2.57%
Age 73	3.43%	3.43%	3.43%	2.57%	2.57%
Age 74	3.43%	3.43%	2.57%	2.57%	2.57%
Age 75	3.43%	2.57%	2.57%	2.57%	2.57%
Age 76	2.57%	2.57%	2.57%	2.57%	2.57%
Age 77	2.57%	2.57%	2.57%	2.57%	1.21%
Age 78	2.57%	2.57%	2.57%	1.21%	1.21%
Age 79	2.57%	2.57%	1.21%	1.21%	1.21%
Age 80	2.57%	1.21%	1.21%	1.21%	1.21%

<b>** Premiums received in each of the first five contract years will receive a supplemental commission in the second and third year after receipt.</b>					
<b>As Follows if Commission Paid:</b>			<b>As Follows if Commission Paid in AK, DE, SC, UT:</b>		
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
5.00%	1.00%	1.00%	3.43%	0.68%	0.68%
3.75%	0.75%	0.75%	2.57%	0.51%	0.51%
2.50%	0.50%	0.50%	1.21%	0.34%	0.34%



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## ***Managing General Agent*** **COMMISSION SCHEDULE**

BONUS 5	INDEX-3-07-WA WA Only	Age 0 - 56		Age 57 - 80		
		Yr 1	Yrs 2-5	Yr 1	Yrs 2-5	
		6.00%	2.50%	4.00%	1.75%	
BONUS 5 TRAIL COMMISSION	WA Only	Age 0 - 80		Trail is based on the Contract Value at the end of Years 1 thru 5		Payable only in years 2 - 6
		0.50%				



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## Managing General Agent COMMISSION SCHEDULE

**Commission listed below in years 2 and 3 are for premiums received in the first year.**

PREMIER EAGLE 12	<b>FRG-2-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 78	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			
FL	<b>FRG-2-09</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 64	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 2.75%			

(All approved states except those below)	<b>FPDA-10</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 3.75%			
	Age 76 - 80	4.50%	0.75%	0.75%
Additional Money added in Years 2-5 is 2.81%				
AL, CA, IL, KY, MA, MD, MO, ND, OK, SC, VA	<b>FPDA-10</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	6.00%	1.00%	1.00%
	Additional Money added in Years 2-5 is 3.75%			
	Age 76 - 80	3.75%	0.62%	0.62%
Additional Money added in Years 2-5 is 2.34%				
IN and PA	<b>FPDA-10</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 75	5.35%	0.91%	0.91%
	Additional Money added in Years 2-5 is 3.75%			
	Age 76 - 80	3.07%	0.54%	0.54%
Additional Money added in Years 2-5 is 2.34%				
WA	<b>FPDA-10</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	Age 0 - 53	5.35%	0.91%	0.91%
	Additional Money added in Years 2-5 is 4.25%			
	Age 54 - 80	3.29%	0.60%	0.60%
Additional Money added in Years 2-5 is 2.83%				



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## **Managing General Agent COMMISSION SCHEDULE**

<b>GUARANTEE 5          GUARANTEE 7</b>	<b>SPDA-MYGA</b>	Age 0 - 75	Age 76 – 80
	All approved states	Single Premium	Single Premium
		3.00%	2.00%
	<b>SPDA-MYGA (NO MVA)</b>	Age 0 - 75	Age 76 – 80
All approved states	Single Premium	Single Premium	
	2.50%	1.50%	

  

<b>SPIA-1</b>	<b>SPIA-1</b>	Age 0 - 90
	All approved states	4.00%

1. If the annuitant and owner are different, commissions will be based on the older age.
2. Commissions will be charged back on all Deferred Annuities if the annuitant/owner dies of natural causes or suicide in the first contract year and contract value is taken out in a lump sum as determined **by the date of death, not the date of payout**. The charge back is equal to 100% in the first policy month and reduced by 1/12 each month thereafter. Except for the Premier Eagle 10 (FPDA-7-08), if a spousal continuation is done and the spouse subsequently decides to take a full surrender there will be a charge back if processed in:
  - 1<sup>st</sup> Contract Year – 100% of the pro-rata amount based on date of death
  - 2<sup>nd</sup> Contract Year – 75% of the pro-rata amount based on date of death
  - 3<sup>rd</sup> Contract Year – 50% of the pro-rata amount based on date of death
  - 4<sup>th</sup> Contract Year – 25% of the pro-rata amount based on date of death
3. Commissions will not be paid on premiums received after the date of death of an owner or annuitant.
4. To receive the Supplemental Commission in the second and third year, the contract must be active and the agent must be in good standing with the company.



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## ***Managing General Agent*** **COMMISSION SCHEDULE**

HERITAGE GOLD	Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5
	Age 79 - 85	.50%	.50%	.50%	.50%	.50%

- Commission is earned over 5 years in equal amounts.
- Commissions on additional premiums in subsequent years will be paid at the same rate but only for a period not to exceed five years from the contract date. For instance, a premium paid in the third contract year will receive three equal payments at the rate indicated above.
- Commission percent is paid on premium received not accumulated values.
- Chargeback of commissions for annuitant/owner death by natural causes or suicide based on date of death as follows;
  - Commission for each contract year will be reduced by 1/12<sup>th</sup> each month.
- The contract must be active and the agent must be in good standing with the company to receive any remaining commission.



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# 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)  

Company Name	Street	City	State	Zip
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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. Company specific product training completed?  Yes  No
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 (Please complete form 3013-BD Broker Dealer Declaration form to 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, had an action taken against you or been investigated by a state insurance department or 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 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, 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 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.

SIGN HERE

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
----------------

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 X	AUTHORIZED SIGNATURE X	

**IMPORTANT: ATTACH VOIDED PERSONAL CHECK BELOW ▼**



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# CORPORATE AGENT'S *Contract Guarantee*

If the Agent's Contract being applied for will be held by a corporation,  
the following must be completed for contract approval.

## PERSONAL GUARANTEE

The undersigned individual personally guarantees the full and faithful performance of all duties and obligations of agent pursuant to the attached agent's contract. I hereby certify I have received and read Agents Contract form 121.

By: \_\_\_\_\_  \_\_\_\_\_  
Signature SS# Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Residential Address

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Tax ID#



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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.

**SIGN HERE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



# 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: \_\_\_\_\_



By: \_\_\_\_\_

*(Agent signature from appointment application incorporated here)*

*President*



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

## 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** – 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 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. 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)

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## STATE AND FEDERAL TRAINING REQUIREMENTS

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

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>
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>
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	08/01/2012	<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>