



Agent's Contract

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY OF NEW YORK

CONTRACT EFFECTIVE DATE: _____ AGENT: _____

American Equity Investment Life Insurance Company of New York (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 Administrative Office, Des Moines, Iowa.
- (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 Administrative 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 of New York.

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 OF NEW YORK

By: _____
(Agent signature from appointment application incorporated here)

By: _____
President



Home Office:
1979 Marcus Avenue, Ste 210
Lake Success, NY 11042
516-622-2265

Administrative Office:
P.O. Box 71157
Des Moines, IA 50325-0157
1-866-233-6660
Fax 515-221-0490

CONSUMER REPORT *Authorization*

American Equity of New York agents are required to have acceptable credit histories at the time of appointment while under contract with American Equity of New York. Before an agent is appointed, or an agency contract is renewed, or at any appropriate time, American Equity of New York 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

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

Signature

Date

Phone Number



NEW YORK CORRECTION LAW
ARTICLE 23-A

A COPY OF THIS LAW IS BEING PROVIDED TO YOU IN CONJUNCTION WITH OUR ORDERING BACKGROUND REPORTS ON YOU.

New York Bus Code §380-c(b)(2) and 380-g(d)

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individuals having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of 'good moral character' when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty—two of this chapter, the public agency or private employer shall consider the following factors:

(a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.

(b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.

(c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.

(d) The time which has elapsed since the occurrence of the criminal offense or offenses.

(e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty—two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy—eight of the civil practice law and rules. 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.



Home Office:
1979 Marcus Avenue, Ste 210
Lake Success, NY 11042
516-622-2265

Administrative Office:
P.O. Box 71157
Des Moines, IA 50325-0157
1-866-233-6660
Fax 515-221-0490

Agent Appointment Application

(Please Complete in Black Ink)

1. Name _____
(as it appears on your license - please attach current copy)
2. If currently licensed as Partnership or Corporation, give name, address, Tax ID No. (please attach current copy of license)

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

Street	City	State	Zip	How Long
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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. Resident License Number _____
15. Do you have a Securities License? Yes No (If Yes, complete the Broker Dealer Declaration Form #3013-BD)
16. 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 \$ _____
17. If you answer "Yes" to any of the questions below, please write details on a separate sheet and attach to this application.
 - a. Have you ever had your insurance or securities license suspended or revoked?..... Yes No
 - b. Have you ever had a complaint filed against you or been investigated with an insurance department or the NASD?..... Yes No
 - c. Has any claim ever been made against you, your surety company, or errors and omissions insurer or have you been refused surety bonding?..... Yes No
 - d. Have you ever been convicted of a crime, felony or misdemeanor including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law?..... Yes No
 - e. Have you ever been involved in any litigation, including bankruptcy?..... Yes No
 - f. Are there any unsatisfied judgements/liens outstanding against you?..... Yes No
18. Errors and Omissions Coverage? Yes No If Yes, amount \$ _____
19. Antimoney Laundering (AML) Certification? Yes No If Yes, check one box LIMRA OTHER (if "other" please enclose a copy of your certificate of completion.)

AGENT'S DECLARATION AND AUTHORIZATION

- (1) I hereby certify that all my answers to the above questions are true. The information is to the best of my knowledge an accurate Statement of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination for cause at the sole discretion of the Company. **Agent agrees that by accepting commissions from the Company, he/she acknowledges and certifies that he/she has read and accepts all of the terms and conditions of the Agent's Contract Form 121-NY, 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