



Home Office:
1979 Marcus Avenue, Ste 210
Lake Success, NY 11042
516-522-2265

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

Agent's Appointment Agreement

American Equity Investment Life Insurance Company of New York

AN AGREEMENT BETWEEN AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY OF NEW YORK AND

(Agent Name)

You are requested to make application to the Department of Insurance of my State for the issuance of an appointment authorizing me to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance for such appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to, and under the jurisdiction of the Agent listed below.
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with my Agent who has agreed to compensate me for such services; and
3. That I have no contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the Company; and
4. That I shall comply with the rules, regulations, and rate books of the Company, the laws of my State or States in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and
5. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company, in any respect; and
6. That I shall promptly remit to my Agent or the Company any and all monies or securities received by me on behalf of the Company, full or partial payment of first year or renewal premiums, or any other item whatsoever; and
7. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
8. That the Company may, without liability to me whatsoever, upon request of my Agent or upon its own initiative, cancel this appointment at any time.
9. 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.

I request an Insurance Appointment for the State of NEW YORK

FOR ADMINISTRATIVE OFFICE USE ONLY

This Agreement, effective the _____ day of _____ 20_____.

Signature of Agent

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my Agent's contract with the Company and this Agreement.

Signature of Sponsoring Agent

The Company approves the above agreement subject to all provisions herein.

By: _____
Authorized Home Office Signature





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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
Residence Address (required)	Street	City	State	Zip
Business Address	NESTEGG BUILDERS CORP. 2424 ROUTE 52 STE # 2	HOPEWELL JUNCTION	NY	12533

3. Residence Address (required) _____

4. Business Address _____

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 _____

1-i. Resident License Number _____

15. Do you have a Securities License? Yes No

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, please enclose a copy of your certificate. If No, please contact our office at 866-233-6660.

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 signing below, he/she acknowledges and certifies that he/she has read and accepts all of the terms and conditions of the Agent's Appointment Agreement Form 3002, 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 _____





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

CONSUMER REPORT
Authorization

American Equity agents are required to have acceptable credit histories at the time of appointment while under contract with American Equity. Before an agent is appointed, or an agency contract is renewed, or at any appropriate time, American Equity may review the individual's credit history in order to verify compliance with said company's policy.

Information you provide below will be used to access your consumer credit report.

Printed Name

Resident Address

City, State, Zip

Social Security Number

Date of Birth

Applicant -- Please read carefully and sign below:

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

Signature

Date

Phone Number

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.