

## Allianz Contracting Instructions

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, “Required” means that the forms must be submitted for your contract to be processed.

**Individual Contract** – a contract in which commissions get paid directly to an agent.

- Complete and sign the Fixed Annuity Transmittal (*Form # M1008-annuity, Rev 12/2009*) (**Required**)
- Complete and sign the Fixed Life Transmittal (*Form # M1008-non-financing/life, Rev 12/2009*) (**Required**)
- Complete and sign the Agent Application. **Do NOT complete the “Agency/Corporations” Section.** (*Form# M1086, R-12/2009*) (**Required**). This is a 4 page document that begins with the Code of Best Practices.
- Send in a copy of individual license – for all states submitting business (Required)
- Send in a W-9 (Optional, but highly recommended)
- If Transferring from a previous FMO, sign Transfer Form (*Form # M1064, Rev 12/2009*)

**Corporate Contract**- a contract in which all commissions get paid to the company and the company distributes commissions within.

- Complete and sign the Fixed Annuity Transmittal (*Form # M1008-annuity, Rev 12/2009*) (**Required**)
- Complete and sign the Fixed Life Transmittal (*Form # M1008-non-financing/life, Rev 12/2009*) (**Required**)
- Complete and sign the Agent Application (*Form# M1086, R-12/2009*) (**Required**). Enter corporate information in the “Agency/Corporations” section ONLY if agent is the principal officer. This is a 4 page document that begins with the Code of Best Practices.
- Send in a copy of individual and corporate licenses – for all states submitting business (Required)
- Send in a W-9 (Optional, but highly recommended)
- If Transferring from a previous FMO, sign Transfer Form (*Form # M1064, Rev 12/2009*)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office. Please call for instructions on how to complete forms.

**Transfers** – Agents wanting to transfer from another FMO must be contracted with their existing FMO for a period of at least 6 months and must not have written business in the last 6 months. Complete all new contracting paperwork in addition to the Transfer form. Agents can also opt to get the Allianz Release Form signed by their current FMO. Please call your recruiter for this form.

Revised Jan 2010

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

Allianz Life Insurance Company  
of North America  
PO Box 59060  
Minneapolis, MN 55459-0060  
800.950.7372  
Fax: 763.765.6136  
Web: www.allianzlife.com

Overnight address:  
5701 Golden Hills Drive  
Minneapolis, MN 55416-1297



## Fixed Annuity Transmittal

Agent Name \_\_\_\_\_ Agent Number \_\_\_\_\_

Agent Social Security Number \_\_\_\_\_

### Fixed Annuity – Agent Use Only

The Field Marketing Organization (FMO) that I am assigned to for **Fixed Annuity** business is \_\_\_\_\_  
FMO# \_\_\_\_\_.

I understand that I will be assigned to the above-referenced FMO hierarchy for **Fixed Annuity** business only.

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

### Fixed Annuity Hierarchy Structure – FMO Use Only

This agent's recommended contract level: Annuity rates \_\_\_\_\_ / \_\_\_\_\_  
(1<sup>st</sup> year/renewals)

Agent  General agent

(Select agent or GA for rates of 70 and 75)

Up-line information:

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

FMO: \_\_\_\_\_ FMO Number \_\_\_\_\_

I have reviewed this application, and to the best of my knowledge, the applicant has answered all questions accurately and I recommend this applicant for contracting. The FMO and if applicable, the hierarchy identified below, hereby accepts the agent identified above, and unconditionally guarantees the full and faithful performance of each and every obligation of the agent under the Agent Agreement, including applicable addenda, without regard to when incurred and waives notice of acceptance, presentation and protest, and any other notice with respect to the obligations guaranteed. This guaranty by the FMO with respect to obligations of an AFMO that is federally registered broker/dealer applies only to obligations incurred by or resulting from the activities of agents of the AFMO who are also in the FMO's hierarchy. In the case of an agent contracted individually who subsequently becomes a principal in an entity, this guaranty applies to the entity. This guaranty applies to the principals of the entity. Furthermore, each of the undersigned certify that it has investigated the character, general reputation and background of the applicant and is satisfied that the applicant is trustworthy and qualified to act as an agent for Allianz Life.

GA signature: \_\_\_\_\_ Date: \_\_\_\_\_

AFMO signature: \_\_\_\_\_ Date: \_\_\_\_\_

FMO signature: \_\_\_\_\_ Date: \_\_\_\_\_

Allianz Life Insurance Company  
of North America  
PO Box 59060  
Minneapolis, MN 55459-0060  
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Minneapolis, MN 55416-1297



## Fixed Life Transmittal

Agent Name \_\_\_\_\_ Agent Number \_\_\_\_\_

Agent Social Security Number \_\_\_\_\_

### Fixed Life – Agent Use Only

The Field Marketing Organization (FMO) that I will be selling my **Fixed Life** business with is \_\_\_\_\_  
FMO# \_\_\_\_\_.

I understand that the above referenced FMO will be in my hierarchy for my **Fixed Life** business only, as stated in this transmittal.

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

### Fixed Life Hierarchy Structure – FMO Use Only

This agent's recommended contract level: Life rates \_\_\_\_\_ / \_\_\_\_\_  
(1<sup>st</sup> year/renewals)

Agent  General agent

(Select agent or GA for rates of 70 and 75)

All product rates must be completed.

Up-line information:

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

Name: \_\_\_\_\_ Agent Number \_\_\_\_\_

FMO: \_\_\_\_\_ FMO Number \_\_\_\_\_

I have reviewed this application, and to the best of my knowledge, the applicant has answered all questions accurately and I recommend this applicant for contracting. The FMO and if applicable, the hierarchy identified below, hereby accepts the agent identified above, and unconditionally guarantees the full and faithful performance of each and every obligation of the agent under the Agent Agreement, including applicable addenda, without regard to when incurred and waives notice of acceptance, presentation and protest, and any other notice with respect to the obligations guaranteed. This guaranty by the FMO with respect to obligations of an AFMO that is federally registered broker/dealer applies only to obligations incurred by or resulting from the activities of agents of the AFMO who are also in the FMO's hierarchy. In the case of an agent contracted individually who subsequently becomes a principal in an entity, this guaranty applies to the entity. This guaranty applies to the principals of the entity. Furthermore, each of the undersigned certify that it has investigated the character, general reputation and background of the applicant and is satisfied that the applicant is trustworthy and qualified to act as an agent for Allianz Life.

GA signature: \_\_\_\_\_ Date: \_\_\_\_\_

AFMO signature: \_\_\_\_\_ Date: \_\_\_\_\_

FMO signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Transfer of Agent/Agency Contract

By signing the request, I understand that I will be assigned to and transferred to the below referenced FMO hierarchy for the line/s indicated below. I also understand that if I transfer to a new FMO in order to receive higher commissions, both the FMO and I are subject to termination.

**Select one or both:**  Fixed Annuity  
 Fixed Life

Agent number transferring **from** \_\_\_\_\_ (new agent number should be entered on new transmittal)

Agent name \_\_\_\_\_ Please print Agent SS #:  -  -   
Required

Agent business address \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agent phone number \_\_\_\_\_ Required Agent email address \_\_\_\_\_

If the agent named above has existing debt, we will not process a transfer until debt is paid.

I understand that by providing my fax number, e-mail address, mail address, and telephone number, I am giving express permission to the receipt of advertisements and other communications by fax, e-mail, mail, and telephone from or on behalf of the Company and its affiliates.

Agent signature \_\_\_\_\_ Date \_\_\_\_\_

### FMO acceptance of agent transfer

The Field Marketing Organization identified below hereby accepts the transfer of the agent identified above, acknowledges the continuation of the existing Agent Agreement as if the Field Marketing Organization identified below was the original FMO, unconditionally guarantees to Allianz Life Insurance Company of North America the full and faithful performance of each and every obligation of the transferred agent under the Agent Agreement, including applicable addenda, without regard to when incurred and waives notice of acceptance, presentation and protest, and any other notice with respect to the obligations guaranteed. In the case of an agent contracted individually who subsequently becomes a principal in an entity, this guaranty applies to the entity; in the case of an entity that ceases to exist for any reason, this guaranty applies to the principals of the entity.

FMO name \_\_\_\_\_ Please Print FMO # \_\_\_\_\_

FMO signature \_\_\_\_\_ Required Date \_\_\_\_\_

1. A new Agent Agreement is not being executed as a result of the transfer of the above named agent to your FMO organization. The existing Agent Agreement will continue as if your FMO organization was the original FMO.
2. The principals of your FMO organization and all hierarchy levels, jointly and severally, unconditionally guarantee the full and faithful performance of all obligations, regardless of when incurred, of the above named transferred agent under his/her Agent Agreement.

## Application Information Sheet

This page is an instructional page that will assist you in completing the contracting paperwork with Allianz Life.

### Requirements

The contracting and appointment process does not begin until the following requirements are received. Incomplete information will delay the contracting and appointment process.

- Completed Agent Application, signed and dated.
- This application is to be submitted by your FMO.
- Current copy of insurance license(s), resident and non resident, in states where you will solicit business.
- Verification of completed AML training. (If using LIMRA this will be an automatic feed to Allianz Life Insurance Company. <https://AML.LIMRA.Com>.)
- Required continuing education certificates in states that require this training.
- Read and Agree to the Allianz Life Code of Best Practices

Once the agent application is received, a background investigation will be conducted on every agent applying for an agent agreement with Allianz life as required by state and federal regulations. Please explain any "yes" answers to the background information questions on page two of this application, on a separate sheet, including the circumstances with dates of the occurrence. Please ensure this sheet is signed, dated, and returned with the application. You will not be granted an agent agreement with Allianz Life if you do not meet our guidelines. You will need to clear any outstanding items with the credit reporting agency or state regulatory body prior to reconsideration.

Allianz Life has specific guidelines for agent application; please see your FMO for any questions. These guidelines include, but are not limited to:

#### Financial Debt

- No credit report available
- Bankruptcy within the past 3 years (by enter date)
- Any two of the following combined to exceed \$15,000:

#### Public records

- Collections debt in excess of \$10,000
- Liens/judgments in excess of \$10,000
- Foreclosures/civil suits in excess of \$10,000

#### Courts/criminal

- Misdemeanors; reviewed case by case
- Felonies, automatic decline

#### Actions base/regulatory

- State license revocation/suspension within past 5 years
- State license restriction/fines within past 5 years

#### FINRA

- Customer disputes, disciplinary and regulatory events.

#### Agency action

- This refers to any federal or state entity that regulates a financial industry or agent. Any action that results in the banning or disbarment of an agent from such an agency will result in an immediate termination.

#### Other

- Background questions on the application do not match background report results.
- "Yes" answers on the background questions will be reviewed.

Your individual state appointment(s) with Allianz Life will be effective upon submission of your first piece of business with Allianz Life, except for agents who are licensed in states that require an immediate appointment: Montana (15), where appointments will be processed upon approved background investigation. States mandate how many days in advance an agent may solicit business prior to obtaining an appointment, the number of days is indicated in the parentheses below. The current guidelines are listed below. Please be sure that all applications are dated appropriately, and submitted promptly. Applications submitted outside of these guidelines may need to be "Resold", or may be cancelled.

Alabama (15)	Kentucky (15)	Ohio (30)
Alaska (30) <sup>1</sup>	Louisiana (15)	Oklahoma (15)
Arizona <sup>1</sup>	Maine (15)	Oregon <sup>1</sup>
Arkansas (15)	Maryland <sup>1</sup> (30)	Pennsylvania (30)
California (14)	Massachusetts (15)	Rhode Island <sup>1</sup>
Colorado <sup>1</sup>	Michigan (15)	South Carolina (15)
Connecticut (15)	Minnesota (15)	South Dakota (15)
District Of Columbia (30)	Mississippi (15)	Tennessee (15)
Delaware (15)	Missouri (30) <sup>1</sup>	Texas (30)
Florida (45)	Nebraska (15)	Utah (15)
Georgia (15)	Nevada (15)	Vermont (15)
Hawaii (15)	New Hampshire (15)	Virginia (30)
Idaho (15)	New Jersey (15)	Washington (15)
Illinois <sup>1</sup>	New York (15)	West Virginia (15)
Iowa (30)	New Jersey (15)	Wyoming (15)
Indiana <sup>1</sup>	North Carolina (15)	
Kansas (30)	North Dakota (30)	

<sup>1</sup>State does not have a required appointment process.

**This form can be sent to your FMO for further processing.**

## Code of Best Practices

We understand that, as an Allianz Life appointed financial professional, you share our desire to build long-standing relationships of trust with the clients who purchase Allianz Life products. Together we help clients feel confident that they are buying a product they understand and believe is right for their situation.

### **When marketing Allianz Life products, we are committed to the following best practices:**

#### **Suitability**

The recommendation of a financial solution must be based on the client's individual needs and financial objectives:

- Record and file the information you gather from the client, as well as your recommendations.
- Thoroughly understand the product you are describing and how it serves your client's unique financial situation and objectives, which includes, but is not limited to:
  - An analysis of their income and expenses
  - Understanding their financial goals
  - Assessing their tolerance for risk

More information: Please refer to the Allianz Life Agent Guide to Annuity Suitability, the Compliance Guide to Successful Business, and the Suitability eLearning module.

#### **Replacement**

The recommended replacement of an existing product must be based on the replacement product's ability to better suit the client's current financial situation and goals.

- Fully explain the benefits and costs of replacing the client's existing policy.
- Provide an impartial assessment of the comparative benefits and restrictions of both policies.

- Maintain accurate records that reflect the key issues you discussed with your client regarding the comparison of both products. This includes, but is not limited to: surrender charges, expenses, guarantees, and historical renewal rates.

More information: Please refer to the Compliance Guide to Successful Business and the Replacement eLearning module.

#### **Disclosure**

Your clients need a full, unbiased explanation of their options to make informed decisions.

- Provide your clients with full and accurate disclosure about any Allianz life products you recommend. Although these disclosures are included with the marketing and sales materials, disclosure is not just about providing brochures and other documents that you hope your clients read. You need to be actively involved, leading a discussion and checking for client understanding.
- Ensure that your client reviews and signs the appropriate disclosure documents at the time they purchase an Allianz life product.

More information: Please refer to the Compliance Guide to Successful Business and the Disclosure eLearning module.

#### **Other Allianz Life Policies**

Allianz Life expects that you understand and comply with all Allianz Life business requirements as outlined in the Agent Guide to Annuity Suitability, the Compliance Guide to Successful Business, the eLearning modules, and all other Allianz Life communications.

By agreeing to follow these practices, we can earn and keep the trust we build with our clients.

**By signing the agent application, you agree to adhere to the Allianz Life Code of Best Practices.**



## Agent Application Recruited by Field Marketing Organization

### Demographic information (please print)

Name (as it appears on your resident state license):	Agent number: (FMO Assigned)
Resident address (street, city, state, zip):	Business address
Date of birth:	Social Security number:
Resident county:	Work phone number:
Home phone number:	Cell phone number:
Email address:	Fax number:

Are you currently or have you ever been FINRA registered?  No  Yes My broker dealer is: \_\_\_\_\_  
 NPN number \_\_\_\_\_ CRD number \_\_\_\_\_

I would like to sell the following products:

- Fixed life or annuities
- Variable insurance products (BD must have active selling agreement)

I would like to sell in the following: State \_\_\_\_\_ If in Florida, what county? \_\_\_\_\_

(Please attach license copies) State \_\_\_\_\_  
 State \_\_\_\_\_

### Agency/corporations (complete only if officer of corporation)

<b>Please attach a corporate resolution or corporate meeting minutes appointing authorized officers</b>	Tax ID: _____	<input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Limited liability company <input type="checkbox"/> Sole proprietorship (MUST have TIN or EIN) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited partnership
Agency name: _____	Officer name: _____	Officer title: _____
DBA name: _____	Officer name: _____	Officer title: _____

### Authorization Agreement for Automatic Deposit

I hereby authorize the Allianz companies listed above and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal. This authorization will remain in full force and effect until the Allianz companies above have written notice from me of its termination in such time and in such manner as to afford the Allianz companies a reasonable opportunity to act on it. Note: commissions are only paid by electronic funds transfer (EFT) unless we agree otherwise. The Bank requires that the depositor's name to be the same as the licensed agent. Fill in your account info below.

\*Depositor Name: \_\_\_\_\_

\*ABA Routing/Transit #: \_\_\_\_\_ Acct. # \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

## Background information

Please respond to all questions for you **personally and any organization** over which you have exercised control. If you answer "yes" to any questions, you must attach an explanation with all relevant information, including dates and supporting documents.

1. Have you or an officer of your company ever had your license or FINRA registration suspended or revoked?  Yes  No
2. Have you or an officer of your company ever had a regulatory or consumer complaint filed against you with an insurance department or FINRA?  Yes  No
3. Have you or an officer of your company ever been charged or convicted of a crime, felony or misdemeanor?  Yes  No
4. Have you or an officer of your company ever been involved in any litigation, including bankruptcy?  Yes  No
5. Do you or an officer of your company have any outstanding debt(s) with any insurance marketing organization, insurance company(ies), or broker/dealer?  Yes  No
6. Do you or an officer of your company currently have a state, federal or other taxing authority tax lien or judgement?  Yes  No
7. Is the applicant an employee of Allianz Life or one of Allianz Life's subsidiaries?  Yes  No
8. State and County of residence and county of work for the last 10 years \_\_\_\_\_
9. If you currently are, or ever have been FINRA registered, do you have any reportable events on your U-4 or U5?  Yes  No

### Release authorization and Fair credit reporting act disclosure [for employment purposes]

The applicant for employment acknowledges that this company may now, or at any time while employed, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an *adverse decision*, as a part of adverse decision, we can provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

**By signing this form, I hereby 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 Allianz Life or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.**

#### For Maine Applicants Only

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

**Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.**

#### For Washington Applicants Only

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

#### For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
          Initials           Initials

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
          Initials           Initials

**\*California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

## Representations and agreements

- I will solicit business only in states where I am licensed and appointed with Allianz Life.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- I will abide by all rules and regulation of Allianz Life, which may be subject to change at the discretion of Allianz Life.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and condition relevant to the receipt of benefits.
- I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident or non resident license.
- Premium checks will be payable to and sent directly to Allianz Life and not credited to a personal or business account.
- All advertisements that are not produced by Allianz Life will receive the written approval of Allianz Life prior to use.
- I hereby continually authorize Allianz Life to independently verify the information set forth in this agent application and to contact people regarding my character, general reputation and background, including credit reports and criminal background checks.
- If I am contracted individually and subsequently become a principal in an entity, I hereby agree that I will be the guarantor of the obligations of the entity.
- **I understand that by providing my fax number, email address, mail address, and telephone number on this Application, I am giving express permission to the receipt of advertisements and other communications by fax, email, mail, and telephone from or on behalf of Allianz Life and its affiliates.**
- **I understand that this Application and the Agent Agreement, Schedule of Commissions, and Commission Guidelines and addenda accompanying this Application or provided by Allianz Life promptly following receipt of the Application, together with the Schedule of Commissions and Commission Guidelines and all addenda applicable to the Agent Agreement, constitute the entire agreement of the parties, except as provided immediately below for a license-only Agent Agreement.**

## Licensed Only Agent Section

By signing/initialing this section:

- I understand that Allianz Life is not responsible for payment to me of any commissions or other compensation for policies issued from applications procured by me.
- I understand that such amounts will be paid by Allianz Life to designated persons in the hierarchy and I will look solely to the hierarchy for my compensation.
- Accordingly, I understand that references in this application and the Agent agreement to the Schedule of commissions, commission guidelines and other arrangements with respect to the commissions will be inapplicable to my license-only Agent Agreement.

Please sign here acknowledging that you intend this application to be for a license-only Agent Agreement.

Signature \_\_\_\_\_

## Signature Section

I hereby certify that all the information given by me is true and correct without any omissions of any kind. 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 at the sole discretion of Allianz Life. This application is contingent upon Allianz Life Insurance Company's completion of its investigation of my background, as contemplated herein, and upon Allianz Life Insurance Company's approval. I further hereby certify that if this application is approved, I will comply with all terms and conditions of Allianz Life Insurance Company's Agency/Agency Agreement, as amended from time to time, including but not limited to, the terms and conditions therein relating to Allianz Life's privacy policy. A photocopy of this authorization shall be as valid as the original. My signature on this application represents my signature on the agreement and is incorporated by reference. The undersigned, jointly and severally, unconditionally guarantee the full and faithful performance of each and every obligation of the applicant under the agent agreement, including any applicable addenda. In the case of an applicant contracted individually and subsequently becoming a principal in an entity, the guaranty of all guarantors runs to the entity; in the case of an entity which ceases to exist for any reason, the undersigned principal of the agent entity agree that the obligations of the entity will become those of the principals. The undersigned waive notice of acceptance, presentation and protest, and any other notice with respect to the obligations guaranteed hereby.

By signing below, I also agree to adhere to the Allianz Life Code of Best Practices.

**Applicant's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Allianz Preferred Contracting Instructions**

### ***PLEASE READ BEFORE PROCEEDING:***

***\*\*\*YOU MUST HAVE AN ACTIVE ALLIANZ NUMBER OR SUBMIT THIS PAPERWORK IN CONJUNCTION WITH REGULAR ALLIANZ PAPERWORK. IN ORDER TO QUALIFY FOR PREFERRED CONTRACTING, YOU MUST MEET AT LEAST 1 OF THE 3 REQUIREMENTS LISTED ON PG. 2 OF THE AGENT APPLICATION. IF YOU DO NOT MEET AT LEAST 1, DO NOT PROCEED \*\*\****

**Individual Contract** – a contract in which commissions get paid directly to an agent.

- Complete and sign the Application for Preferred Agent Agreement (*Form# M1086- Prefd*) **Do Not complete corporate information on Pg. 2**
- Sign the Preferred General Agent Agreement (*Form# M-5378*)

**Corporate Contract**- a contract in which all commissions get paid to the company and the company distributes commissions within.

- Complete and sign the Application for Preferred Agent Agreement (*Form# M1086- Prefd*) **Complete corporate information on Pg. 2**
- Sign the Preferred General Agent Agreement (*Form# M-5378*)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale.

- Sign the Licensed Only Agent Section on Pg.3 of Agent application (*Form #M1086- Prefd*)

**Transfers** – Agents wanting to transfer from another FMO must be contracted with their existing FMO for a period of at least 6 months and must not have written business in the last 6 months. Complete all new contracting paperwork in addition to the Transfer form. Agents can also opt to get the Allianz Release Form signed by their current FMO. Please call your recruiter for this form.

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

## Preferred Agent Application Information Sheet

This page is an instructional page that will assist you in completing the Application for Preferred Agent Agreement with Allianz Life.

### Requirements

The contracting and appointment process does not begin until the following requirements are received. Incomplete information will delay the contracting and appointment process.

- Completed Agent Application, and completed Preferred Agent Agreement, both signed and dated.
- This application and agreement is to be submitted by your FMO.
- Current copy of insurance license(s), resident and non resident, in states where you will solicit business. (unless you currently have an Allianz agent agreement)
- Verification of completed AML training. (If using LIMRA this will be an automatic feed to Allianz Life Insurance Company. <https://AML.LIMRA.Com>.)
- Required continuing education certificates in states that require this training. (Unless already submitted with Allianz contracting)
- NAIC Training (as states adopt)
- Read and Agree to the Allianz Life Code of Best Practices

Once we receive the Preferred Agent Application we will review your background. To be eligible for a Preferred Agent Agreement with Allianz Life you must meet the standards and guidelines of our company and those of state or federal laws or regulations. You may need to clear outstanding items with the credit reporting agency or state regulatory body prior to reconsideration.

Allianz Life considers various factors in determining whether or not to accept this application and enter an agent agreement with you. Some of the factors we consider are listed below. Any single factor may be a disqualifying factor:

#### Financial Debt and Public Records

- No credit report available
- Bankruptcy within the past 3 years (by enter date)
- Any of the following individually, or any two of the following that combine to exceed \$15,000:
  - Collections or debt in excess of \$10,000
  - Liens/judgments in excess of \$10,000
  - Foreclosures/civil suits in excess of \$10,000

#### Criminal convictions / civil actions

- Misdemeanors; reviewed case by case
- Felonies, automatic decline
- Litigation or arbitration in the last 3 years in which you and Allianz Life have/had any opposing claims: automatic decline

#### Insurance license/appointment actions

- State license revocation/suspension within past 5 years
- State license restriction/fines within past 5 years

#### FINRA or other state or federal agency

- Customer disputes, disciplinary and regulatory events
- FINRA bar is an automatic decline

#### Background questions and reports

- If, after our review, we accept this application, you will receive a Preferred Agent Agreement or Preferred General Agent Agreement, as applicable. Your individual state appointment(s) with Allianz Life will be effective upon submission of your first piece of business with Allianz Life, except for agents who are licensed in states that require an immediate appointment.

## Code of Best Practices

We understand that, as an Allianz Life appointed financial professional, you share our desire to build long-standing relationships of trust with the clients who purchase Allianz Life products. Together we help clients feel confident that they are buying a product they understand and believe is right for their situation.

### **When marketing Allianz Life products, we are committed to the following best practices:**

#### **Suitability**

The recommendation of a financial solution must be based on the client's individual needs and financial objectives:

- Record and file the information you gather from the client, as well as your recommendations.
- Thoroughly understand the product you are describing and how it serves your client's unique financial situation and objectives, which includes, but is not limited to:
  - An analysis of their income and expenses
  - Understanding their financial goals
  - Assessing their tolerance for risk

More information: Please refer to the Allianz Life Agent Guide to Annuity Suitability, the Compliance Guide to Successful Business, and the Suitability eLearning module.

#### **Replacement**

The recommended replacement of an existing product must be based on the replacement product's ability to better suit the client's current financial situation and goals.

- Fully explain the benefits and costs of replacing the client's existing policy.
- Provide an impartial assessment of the comparative benefits and restrictions of both policies.

- Maintain accurate records that reflect the key issues you discussed with your client regarding the comparison of both products. This includes, but is not limited to: surrender charges, expenses, guarantees, and historical renewal rates.

More information: Please refer to the Compliance Guide to Successful Business and the Replacement eLearning module.

#### **Disclosure**

Your clients need a full, unbiased explanation of their options to make informed decisions.

- Provide your clients with full and accurate disclosure about any Allianz life products you recommend. Although these disclosures are included with the marketing and sales materials, disclosure is not just about providing brochures and other documents that you hope your clients read. You need to be actively involved, leading a discussion and checking for client understanding.
- Ensure that your client reviews and signs the appropriate disclosure documents at the time they purchase an Allianz life product.

More information: Please refer to the Compliance Guide to Successful Business and the Disclosure eLearning module.

#### **Other Allianz Life Policies**

Allianz Life expects that you understand and comply with all Allianz Life business requirements as outlined in the Agent Guide to Annuity Suitability, the Compliance Guide to Successful Business, the eLearning modules, and all other Allianz Life communications.

By agreeing to follow these practices, we can earn and keep the trust we build with our clients.

**By signing the agent application, you agree to adhere to the Allianz Life Code of Best Practices.**



## Application For Preferred Agent Agreement

**Preferred Qualifications** (at least one is required, check all that apply):

- Club Level production in the last 3 years
- Min \$60,000 annuities and/or life commissions in the last year (1099s or production statements must be provided by agent)
- Registered Representative Series 6 or 7 license

**Demographic information (please print). If the agent is a company (partnership or corporation, e.g.) and is applying as such, a company owner, officer or principal must complete this form.**

Name (as it appears on your resident state license):	Agent number: (PFMO Assigned)
	NPN number:
Resident address (street, city, state, zip):	Business address
Date of birth: (NA for companies)	Social Security number (NA for companies):
Resident county:	Work phone number:
Home phone number:	Cell phone number:
Email address:	Fax number:
Are you currently or have you ever been FINRA registered? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Broker Dealer:	CRD #

I would like to sell in the following: State \_\_\_\_\_ If in Florida, what county? \_\_\_\_\_  
 (Please attach license copies) State \_\_\_\_\_  
 State \_\_\_\_\_

**If the agent is a company, complete this section and attach a current copy of the company license**

<b>Please attach a corporate resolution or corporate meeting minutes appointing authorized officers</b>	Tax ID:	<input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Limited liability company <input type="checkbox"/> Sole proprietorship (MUST have TIN or EIN) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited partnership
Agency name:	Officer name:	Officer title:
DBA name:	Officer name:	Officer title:

**Authorization Agreement for Automatic Deposit**

I hereby authorize Allianz Life and the financial institution named below to make credit entries to my account and to reverse any entries made in error. Allianz Life will give me prior notice of any reversal it makes. This authorization remains in effect until I give written notice to Allianz Life of its termination in such time and in such manner as to afford Allianz Life a reasonable opportunity to act on it. Note: commissions are only paid by electronic funds transfer (EFT) unless we agree otherwise. The Bank requires that the depositor's name be the same as the licensed agent. Fill in your account info below.

Depositor Name: \_\_\_\_\_ Acct. # \_\_\_\_\_

ABA Routing/Transit #: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

**Background information**

For individual agents, please respond to all questions for you **personally and any insurance organization** over which you have exercised control. If the applicant agent is a company, answer on behalf of "you" and the company. If you answer "yes" to any questions, you must attach an explanation with all relevant information, including dates and supporting documents.

1. Have you or an officer of your company ever had your license or FINRA registration suspended or revoked? .....  Yes  No
2. Have you or an officer of your company ever had a regulatory or consumer complaint filed against you with an insurance department or FINRA? .....  Yes  No
3. Have you or an officer of your company ever been charged with or convicted of a crime, felony or misdemeanor? .....  Yes  No
4. Have you or an officer of your company ever been involved in:
  - a. any litigation, including bankruptcy .....  Yes  No
  - b. any litigation or arbitration in which you and Allianz Life had any opposing claims? .....  Yes  No
5. Do you or an officer of your company have any outstanding debt(s) with any insurance marketing organization, insurance company(ies), or broker/dealer? .....  Yes  No
6. Do you or an officer of your company currently have a state, federal or other taxing authority tax lien or judgement? ....  Yes  No
7. If you are an individual, are you an employee of Allianz Life or one of Allianz Life's subsidiaries? .....  Yes  No
8. State and County of residence and county of work for the last 10 years \_\_\_\_\_
9. If you currently are, or ever have been FINRA registered, do you have any reportable events on your U-4 or U5? .....  Yes  No

**Licensed Only Agent Section**

By signing this section, I agree that:

- Allianz Life is not responsible to pay me any commissions or other compensation for policies issued from applications procured by me.
- I will look solely to my marketing organization for commissions or other compensation.
- References in this application and the Preferred Agent Agreement to the Preferred Compensation Schedule, Preferred Compensation Guidelines and other arrangements with respect to the compensation will be inapplicable to my license-only Preferred Agent Agreement.

Please sign here acknowledging that you intend this application to be for a licensed-only Preferred Agent Agreement.

Signature \_\_\_\_\_

## Release authorization and Fair credit reporting act disclosure

Allianz Life may now, or at any time while you are our agent, verify information within the application. If we use information from the report to make an adverse decision, we can provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

We may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers, or references supplied by you. You have the right to request, in writing, within a reasonable time, that we disclose the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

**By signing this form, I hereby 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 Allianz Life or any of its affiliates. I agree to keep this Release and Authorization in effect during the term of my contract.** A photocopy of this authorization shall be as valid as the original.

### **For Maine Applicants Only**

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

**Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.**

### **For Washington Applicants Only**

The consumer reporting agency that furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

### **For California, Minnesota, and Oklahoma Applicants Only**

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**\*California applicants:** If you chose to receive a copy of the consumer report, we will send it to you within 3 days after we received it. If you chose to receive a copy of the investigative consumer report, we will send it to you within 7 days after we received it.

**Signature Section (ALSO SIGN THE PREFERRED AGENT AGREEMENT)**

- I hereby certify that all the information given by me is true and correct without any omissions of any kind.
- This Application, if accepted by Allianz Life, will become part of the Preferred Agent Agreement or Preferred General Agent Agreement, as applicable. By signing this Application below, and by signing that agreement, I request to be bound by that agreement.
- I claim no right to have Allianz Life consider or accept this application and I absolve Allianz Life of any obligation to consider or accept this application.

Date: \_\_\_\_\_

AGENT SIGNATURE (HERE AND ON PREFERRED AGENT AGREEMENT OR ON THE PREFERRED GENERAL AGENT AGREEMENT AS APPLICABLE)

(If the agent is a company, also indicate by the signature line the name and title of the person completing this application on behalf of the company)

If the agent is a company, a company owner, officer or principal must also complete the section below;

**PERSONAL GUARANTEE**

**The individual signing below personally and unconditionally guarantees that the company applying above to be an agent will perform all the promises made by an agent in the Preferred Agent Agreement.**

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

Signature	Soc. Sec. #	Date
Print name	Residential address	
Tax ID number		

**TO BE COMPLETED BY THE PFMO AND SIGNED BY THE PFMO AND APPLICABLE SUB-AGENCIES**

**Contract Level:**  0/0     80 (default)

**Explanation for 0/0 contract choice:** \_\_\_\_\_

I have reviewed this application and I know of no inaccuracies or omissions in it. I have investigated the character, general reputation and background of the applicant and I am satisfied that the applicant is trustworthy and qualified to act as an agent for Allianz Life. I recommend that Allianz Life contract and appoint this applicant as an agent, and if appointed, I accept this agent as one within my responsibilities.

If the agent wants to be considered for a Preferred General Agent contract within your responsibilities and you recommend this, check here:

**General Agent**

Name: \_\_\_\_\_ Agent # \_\_\_\_\_

Signature: \_\_\_\_\_

**Broker Dealer**

Name: \_\_\_\_\_ Agent # \_\_\_\_\_

**Preferred AFMO**

Name: \_\_\_\_\_ Agent # \_\_\_\_\_

Signature: \_\_\_\_\_

**Preferred FMO:**

Name: \_\_\_\_\_ FMO# \_\_\_\_\_

Signature: \_\_\_\_\_ Tax ID # \_\_\_\_\_



## Preferred General Agent Agreement

### 1. Appointment

As part of and as a condition to being a Preferred General Agent you have completed an Application for Preferred Agent Agreement. By this Preferred General Agent Agreement, Allianz Life Insurance Company of North America (we, us, our, the Company) hereby accepts that application and appoints you as a Preferred Agent and Preferred General Agent (also referred to herein as you or your). This appointment is to represent us with respect to those insurance policies we designate as Preferred. Such Preferred policies are referred to herein as Policy or Policies.

You are an independent contractor, free to determine the time, place, and means of performing this agreement, and free to contract with other insurers. Your territory is any state in which you are licensed, and appointed by us. You have chosen to associate with a marketing organization (e.g. FMO, AFMO, BD) we have designated as meeting our criteria for being a Preferred marketing organization.

- a. We authorize you to carry out your responsibilities as described in this agreement, including, as a Preferred Agent:
  1. to solicit applications for Policies, and to promptly forward the applications to us for our consideration.
  2. to collect the full initial premium for Policies applied for and to promptly submit this premium to us.
  3. to promptly deliver Policies according to our delivery requirements.
- b. We retain exclusive authority for all other matters. For examples, your authority does not permit you to:
  1. make or alter a contract for us, or waive or modify our rules or Policy rates or terms, or approve insurability.
  2. deliver a life Policy if you have reasonable grounds to believe that the health of the proposed insured at the time of the delivery is other than as stated in the Policy application.
  3. collect any premium after the initial premium without our prior written approval.
  4. extend the time to pay a premium or reinstate a lapsed Policy.
  5. adjust or settle any claim unless specifically directed by us.
  6. use advertisements, illustrations, sales or other materials referring to us or our products without our written consent.
  7. incur any expenses in our name without our prior written approval.

### 2. Responsibilities as a Preferred Agent

- a. **Compliance.** As our Preferred Agent you will conduct business related to this agreement ethically, honestly, fairly and professionally, and in accordance with the Compliance Guide. The Compliance Guide is available at the URL site [www.allianzlife.com](http://www.allianzlife.com). We may make updates to the Compliance Guide from time to time, at our discretion. You are responsible to remain familiar with the updates.
- b. **Compensation Schedules and Guidelines.** The Preferred Compensation Schedules and Preferred Compensation Guidelines (collectively, the Schedules and Guidelines) govern the terms and rates for compensation. These documents are available at the URL site [www.allianzlife.com](http://www.allianzlife.com). We make updates to these documents from time to time, at our discretion. You are responsible to remain familiar with the updates.
- c. **Compensation Chargebacks.** For certain Policy changes (e.g. surrenders, lapses, distributions) we will charge you and you will pay us part or all of the compensation you were paid for that Policy, as described in the Schedules and Guidelines. In addition, if we refund the premium in any case, such as in response to a complaint, we will charge you and you will pay us all the compensation you were paid for that Policy. The decision to refund premium is solely our decision to make, based on what we determine is in the best interests of the Policy owner or us. You will pay us compensation chargebacks with interest, and any collection costs (including attorney fees) we incur. You hereby give us the right to apply compensation or other money we would otherwise owe you to pay chargeback debts you owe to us, to your marketing organization, or to a marketing organization affiliated with your marketing organization. You waive defenses and claims you may have against us for applying compensation or other money in this manner.
- d. **Security.** You hereby give us a first security interest in money due you at any time related to this agreement to secure your performance under this agreement.
- e. **Inforce Policies.** You will attempt to keep Policies in force. You will not encourage any insurance customer of ours to no longer be our customer. You will assist us to provide the Policy service requested by Policy owners for whom you are the agent.
- f. **Prohibition on compensation.** As Preferred Agent you may attend incentive events or trips awarded completely or in part on your sale of Policies. You also may receive from your marketing organization the same quality service it provides to all its agents, regardless of production. Other than these, and the compensation in the Schedules and Guidelines, you must not accept anything of value related to selling or servicing a Policy or Policies, unless specifically approved by us in writing. You will provide us evidence of your compliance with this provision if we request it of you.

### 3. Responsibilities as a Preferred General Agent

- a. **Preferred Agent recruiting.** You may recruit and recommend agents to us to consider as Preferred Agents. Those agents assigned to you, meeting our Preferred qualifications and appointed and contracted by us as Preferred Agents are referred to herein as “your agent(s)”.
- b. **Supporting and supervising activities.** You will, through your direct efforts or indirectly through those of your representatives:
  1. promote our interests to your agents by advising them of information we make available to you related to Policies.
  2. as appropriate, distribute or make available to your agents or consumers material about insurance products or features, or material related to training, presentations, advertising or sales. If the material includes our name or includes our Policy information or features, then you must obtain our prior written approval of the material before any use.
  3. understand the Preferred Agent Agreement we have with your agents, and report to us if you know or suspect that your agent failed to comply with the promises they made in those contracts.
  4. train, support, and supervise your agents to perform according to applicable laws and ethics.
  5. promote suitability knowledge and practices among your agents.
- c. **Compliance.** As our Preferred General Agent you will conduct business related to this agreement ethically, honestly, fairly and professionally, and in accordance with the Compliance Guide. The Compliance Guide is available at the URL site [www.allianzlife.com](http://www.allianzlife.com). We may make updates to the Compliance Guide from time to time, at our discretion. You are responsible to remain familiar with the updates.
- d. **Compensation Schedules and Guidelines.** The Schedules and Guidelines govern the chargeback rules and other rules and rates for compensation. These documents are available at the URL site [www.allianzlife.com](http://www.allianzlife.com). We may change rules or rate for new Policies or for new sales of existing Policies, at our discretion. You are responsible to remain familiar with the changes. You hereby give us the right to apply compensation or other money we would otherwise owe you to pay chargeback debts you owe to us or to your marketing organization.
- e. **Security.** You hereby give us a first security interest in money due you at any time related to this agreement to secure your performance under this agreement.
- f. **Guarantee of agent debt.** You guarantee any debt your agent has to us pursuant to the Preferred contract we have with your agent. We may offset and deduct such debt from any money due you from us or our subsidiary, together with interest and any collection costs (including attorney fees) we incur.
- g. **Additional compensation to your agents is prohibited.** Your agents must all be Licensed-Only agents; that is, they are paid by you, not by us. You may:
  1. pay compensation to your agent for a Policy that is less than or equal to the compensation we pay you for that same Policy.
  2. award incentive events or trips to your agents based completely or in part on sales of Policies.
  3. provide office space, office furniture, office supplies, and employee benefits, all as applicable, to your agents.Other than this permissible compensation, and the quality of your services, you must not directly or indirectly (such as through an intermediary) provide anything of value to your agents related to selling or servicing a Policy or Policies, unless specifically approved by us in writing. On our request, you will provide us with evidence of your compliance with this paragraph, or permit us to audit for compliance.
- h. **Prohibition on receiving compensation.** As Preferred General Agent you may:
  1. receive compensation according to the Schedules and Guidelines.
  2. attend incentive events or trips awarded completely or in part on your sales of Policies by your agents.
  3. receive from your marketing organization the same quality service it provides to all its associated agencies, regardless of production.Other than these permissible compensations, you must not directly or indirectly (such as through an intermediary) accept anything of value related to Policies or this agreement unless specifically approved by us in writing. On our request you will provide us with evidence of your compliance with this paragraph, or permit us to audit for compliance.
- i. **Company materials.** We may make available to you materials to assist you, your agents, applicants, Policy owners or consumers. These materials include training, product, and educational materials in or accessible through paper, audio, video, or electronic media. These materials and their contents remain our exclusive property. You may use such materials only to fulfill your responsibilities in this agreement.

### 4. Company responsibilities

- a. **Compensation.** We will pay you, as full compensation for your services and expenses, according to the rates and terms in the Schedules and Guidelines. We will pay compensation on premiums received by us for Policies issued from applications procured by you or your agents during this agreement. We will not pay compensation on premiums from the cash value of another insurance policy issued by us.
- b. **Fees.** We will pay for your initial agent and renewal agent appointment fees. We will pay an initial fee required to appoint you as an agency in required states, per your request. For your agents we will pay the initial fee to appoint them in the states they request and in which they are licensed. We will pay to renew these appointment fees for you, and for your agents, subject to our requirements, including requirements of minimum production.
- c. **Policy forms and sales materials.** We will pay for and provide to you Company forms needed to write and service Policies and Company printed sales materials. You are responsible for all other business expenses. We own sales or educational materials we provide you. You may use these materials only to solicit and service Policies.
- d. **Accounting.** We will promptly provide you with statements of your earnings, charges, loans and repayments.

**5. Responsibilities of both parties. Each party will:**

- a. keep records relating to the business transacted hereunder, and make those records available to the other party on request.
- b. conduct the activities related to this agreement according to applicable laws and regulations.
- c. fully cooperate with the other in regulatory matters relating to subjects within this agreement.
- d. provide prompt professional service to Policy applicants, owners and beneficiaries.

**6. General provisions**

- a. **Your transfer.** We will permit your transfer as a Preferred Agent or Preferred General Agent to another Preferred marketing organization for both life and annuity Policies or just one of these types, per your request, once six months or more have passed since (i) your request for transfer or your termination of this agreement, or (ii) you procured your last Policy. To remain a Preferred Agent or Preferred General Agent you must remain assigned to a marketing organization we designate as Preferred. If your Preferred marketing organization loses that status with us, then to remain a Preferred Agent or Preferred General Agent you must promptly choose another Preferred marketing organization and the six month waiting requirement does not apply.
- b. **Termination at will.** Each party has unrestricted discretion to terminate this agreement at any time, without regard for any interests of the other party, for any reason or for no reason. By entering this agreement the parties deem any later at will termination to be a valid, lawful and binding termination of this agreement at will. Neither party is required to explain why it terminated this agreement at will. In some circumstances, as follows, termination at will is automatic, without notice:
  1. when you die if you are an individual, or upon the death of any partner if you are a partnership.
  2. upon dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are an entity.
  3. upon the commencement of any litigation or arbitration that includes a claim made by one party to this agreement against the other.
- c. **Termination for cause.** We may terminate this agreement for cause if you:
  1. withhold any funds, commissions, overrides or other compensation payable to us.
  2. withhold any premiums, receipts, documents or correspondence that should have been sent to us.
  3. fail to promptly return any physical property belonging to us when requested to do so.
  4. are convicted of a felony.
  5. are unable to renew your license or have it revoked or suspended in any jurisdiction.
  6. falsify or omit material information provided to us, including without limitation in the Application for Preferred Agent Agreement.
  7. misrepresent any of our Policies or services.
  8. misrepresent or omit any material information on an application for, or reinstatement of, a Policy.
  9. commit or attempt to commit fraud against us.
  10. cause or attempt to cause an employee or agent of ours to discontinue their association with us.
  11. cause or attempt to cause a policy owner of ours to discontinue a policy.
  12. fail to provide us with information or to otherwise cooperate with us for investigations we conduct based on complaints or inquiries of others related to this agreement, or based on our reason to suspect your noncompliance with this agreement.
  13. fail to comply with a material term of this agreement, including but not limited to a failure to comply with the compensation restrictions in sections 2f, 3g and 3h, or failure to obtain approval of materials according to section 3b2.Termination for cause is effective immediately upon your being convicted of a felony or having your license revoked. Otherwise, termination for cause is effective on the date we send you notice of termination specifying a reason for the termination for cause.
- d. **Other effects of termination.** Upon termination of the agreement:
  1. money you owe us is immediately payable.
  2. you will promptly return our printed materials and delete, or stop use of, our electronic materials.
  3. any vesting or other rights you have to continue to receive compensation ends if we terminate this agreement for cause. If vested and you earn less than \$1000 compensation per year, we may pay you the present value of future compensation in a single lump sum.
- e. **Agent approval and transfer.** We have the right to:
  1. decline to enter into agent agreements with the persons you propose to include as your agents under this agreement.
  2. terminate your agents, pursuant to the applicable agent agreement.
  3. solicit your agents to transfer to another of our Preferred marketing organizations and permit their transfer to such organizations at our sole option and without restriction if either party terminates this agreement, whether termination was for cause or at will. If this agreement has not terminated, we may permit the transfer of your agent to another organization if:
    - (a) the agent has not sold a Policy for us during the last 6 months (A Policy cancelled under its free look provision during the last 6 months is considered a Policy sold during the last 6 months).
    - (b) the agent notified us of intent to transfer to another agency, and 6 months has expired from the date of notice.
    - (c) our agreement with the agent has been terminated for 6 months or more.
- f. **Confidentiality Provision.**
  1. "Personal Information" means financial and health information given to you or your representatives or to us by either (i) a Policy owner, (ii) an applicant for a Policy that was not issued, or (iii) a beneficiary, insured or annuitant who is not the Policy owner.
  2. As to Personal Information, each party will (i) keep it strictly confidential to itself and its representatives (ii) use it only to perform duties hereunder, and (iii) disclose it only as allowed by law and to only those who need to know it for the sole purpose of assisting a party in performing duties hereunder. Disclosure to representatives will be done only if such persons have agreed in writing to be bound by a confidentiality provision similar to the one in this agreement.

3. If you receive confidential abuse information as defined in the applicable state domestic abuse insurance protection law or regulation, you will comply with that law or regulation in all respects and be subject to enforcement of such law or regulation in the courts of such state.
  4. You will implement written administrative, physical, and technical safeguard practices and procedures that reasonably and appropriately protect the confidentiality, integrity and availability of Personal Information that you create, receive, maintain or transmit related to this agreement.
  5. You will immediately provide a written report to us of any "breach of security" as defined under applicable state breach of security laws and regulations involving Personal Information, of which you become aware.
  6. Each party acknowledges that remedies at law may be inadequate to protect against breach of this provision and therefore agrees to the granting of injunctive relief if a party or its representative breaches this provision.
  7. If this agreement terminates, all obligations under this provision survive such termination and continue to be enforceable.
- g. **Entire Agreement.** This agreement is comprised of this document and all documents referred to herein. This agreement supersedes prior written or oral statements or agreements on the subject of agents and general agents we designate as Preferred. If a part of this agreement is invalid, other parts remain effective.
  - h. **Amendment of terms.** With notice to you, we may change any provision of the documents comprising this agreement as to matters after the date of change. In addition, we may discontinue or modify a Policy or its compensation rates or rules. If you do not agree to be bound by agreement changes, your sole option and sole remedy is to terminate this agreement.
  - i. **Disputes.** The parties submit to the exclusive jurisdiction of, and waive any venue objections against, any state or federal court within Hennepin or Ramsey County in Minnesota and consent to the personal jurisdiction of such courts to resolve any dispute or claim arising out of or related to the subject matter of this agreement, whether the dispute or claim is one of contract, tort, statutory or otherwise. For any litigation, this agreement is governed by the laws of the State of Minnesota, without regard to principles of conflicts of laws.
  - j. **Electronic signatures.** Electronic signatures of the parties have the same effect as manual signatures, and any reasonably accessible method of electronic sending and storing of documents is an acceptable alternative to hard copies.
  - k. **Access codes.** We own the identifying codes you use to access our electronic sites (e.g. web, internet, intranet), and we may cancel your use any time without notice. You will not reveal your identifying codes to anyone other than those within your control with a reason to know. You are responsible for the use or misuse of our electronic sites by anyone within your control, and by others unless the use or misuse was without your authorization and solely caused by our failure to keep your identifying codes confidential.
  - l. **Communications.** You permit us and our representatives to communicate with you via fax, electronic mail, and telephone until and unless you notify us that you do not want to receive communications through one or more of these methods.
  - m. **Non-waiver.** The failure of a party to insist that the other party perform according to this agreement is deemed to not waive the need to perform.
  - n. **Assignment.** You may not assign compensation or this agreement except by obtaining our written consent. If you assign this agreement to an entity, you unconditionally guarantee the performance and obligations of the entity.
  - o. **Background reports.** For as long as this agreement is in effect, you authorize us to contact others regarding your character and background and to obtain credit, consumer or criminal background reports.
  - p. **Notice.** "Notice" to you includes notice sent to your last known fax number, electronic mail or mailing address, and notice posted on our electronic site. Notice via fax, electronic mail, or regular mail is effective on the date sent unless the notice indicates otherwise. Notice via our electronic site is effective on the date posted unless indicated otherwise.

This agreement is entered in Minnesota, effective on the date signed by the Company below.

The Preferred General Agent by signing below requests to be bound to the terms and conditions of this agreement.

\_\_\_\_\_  
Signature of Preferred General Agent \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

The Company by signing below accepts your appointment as Preferred General Agent according to this agreement.

Allianz Life Insurance Company of North America

By \_\_\_\_\_ \_\_\_\_\_  
Date  
Authorized officer