

*your*  
**annuity&life**  
*retirement designers*

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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **888.207.9489**  
Or E-Mail to **contracting@retiredesign.com**

### Contracting Requirements

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered "yes" to any question re: special circumstances, please include an Explanation Document.

### Training Requirements

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.  
<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase  
**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800.931.0138**

[www.RetireDesign.com](http://www.RetireDesign.com)

# Allianz Preferred<sup>SM</sup>

## Requirements for financial professionals

Allianz Preferred is an industry-leading sales platform that is available to select financial professionals. We ask our members to meet certain requirements to be part of this exclusive group.

### Financial professionals considered for Allianz Preferred<sup>1</sup>

1. Must pass a current background check
2. Agree not to accept any compensation for the sale of Allianz Preferred products beyond the compensation paid by Allianz Life Insurance Company of North America (Allianz), including but not limited to:
  - Cash
  - Marketing reimbursement
  - Profit-sharing
  - Rewards/points programs
3. Meet **one** or more of the following factors:
  - \$500,000 in Allianz annuity production, \$50,000 in Allianz target life production, or equivalent combination issued in one of the last five years or twice in the last 10 years, OR
  - Registered representative (Series 6 or 7) active with a broker/dealer, OR
  - Active investment advisory representative (Series 65 or 66) for the last three consecutive years (or combination of active investment advisory representative and registered representative for the last three consecutive years), OR
  - \$50,000 in commissions from any insurance business (i.e., life, annuity, P&C, medical, LTC) verified by carrier 1099s or \$500,000 of fixed index annuity and fixed annuity premium, evidenced by carrier-substantiated production information, OR
  - One of the following active professional licenses or designations, verified by producing the active license/designation documentation from the designating body:
    - CFA (Chartered Financial Analyst)
    - CFP (Certified Financial Planner)
    - ChFC (Chartered Financial Consultant)
    - CLU (Chartered Life Underwriter)
    - CPA (Certified Public Accountant)
    - LUTCF/LUTCF (Life Underwriter Training Council Fellow)

### Questions?

Please call the  
FASTeam at  
800.950.7372.

### How a financial professional can be considered for Allianz Preferred

Complete and fulfill the requirements of the Allianz Preferred Agent Agreement with an Allianz Preferred FMO. (Not all FMOs have an Allianz Preferred FMO contract.)

A financial professional may maintain their traditional contract with an FMO and also be considered for an Allianz Preferred contract with an Allianz Preferred FMO (dual contracting).

ALLIANZ  
**PREFERRED<sup>SM</sup>**

For all that's ahead.®

**Allianz** 

<sup>1</sup> Consideration for Allianz Preferred is subject to our review of agent history, background, and other factors.

Products are issued by Allianz Life Insurance Company of North America, 5701 Golden Hills Drive, Minneapolis, MN 55416-1297. [www.allianzlife.com](http://www.allianzlife.com)

For financial professional use only – not for use with the public.

M-5363



## Preferred Agent Application Information Sheet

This page is an instructional page that will assist you in completing the Application for Preferred Agent Agreement or General Agent Agreement, as applicable 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.

- ☐ Complete, sign and date the Agent Application, the Consent to Background Investigation form and Preferred Agent Agreement or General Agent Agreement, as applicable.
- ☐ Provide verification of completed AML training. (If using LIMRA there will be an automatic feed to Allianz Life Insurance Company. <https://AML.LIMRA.com>)
- ☐ Provide a current copy of your E & O coverage certificate with a minimum of \$1 million in coverage.
- ☐ Provide continuing education certificates in states that require this training.
- ☐ Complete Allianz Product training prior to solicitation.
- ☐ Read and Agree to the Allianz Life Code of Best Practices.
- ☐ Provide the completed forms to your FMO for submission to Allianz; FMO's, please upload the forms on [Allianzlife.com](http://Allianzlife.com) or email them to [ProducerServices@send.allianzlife.com](mailto:ProducerServices@send.allianzlife.com).

Once we receive the Preferred Agent Application and proper authorization forms, we will review your background. To be eligible for a Preferred Agent Agreement or General Agent Agreement, as applicable with Allianz Life you must meet the Allianz requirements, state and federal laws and regulations. Allianz may request that you clear outstanding items with a credit reporting agency or state regulatory body prior to consideration.

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 considered are listed below. Any single factor may be a disqualifying factor:

#### Financial Debt and Public Records

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

#### Criminal convictions / civil actions

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

#### Insurance license/appointment actions

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

#### FINRA or other state or federal agency

- Customer disputes, disciplinary and regulatory events; reviewed case by case
- FINRA bar is an automatic decline

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 immediately in the states that require an appointment upon contracting and if you are licensed in states that have regulations that allow us to appoint you upon receipt of business, we will appoint you in that state as business is received.

Note: PA and MT require appointment prior to solicitation

## 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):

- ☐ \$500,000 of Allianz annuity production, \$50,000 in Allianz target life insurance, or any equivalent combination issued in one of the last 5 years or twice in the last 10 years.
- ☐ Minimum of \$50,000 in insurance industry commissions from the prior year (1099s in the agent's name, from the carrier, must be provided by the agent)
- ☐ Minimum \$500,000 of Fixed Indexed Annuities or Fixed Annuities premium from the prior year (Production statements in the agent's name, from the carrier and not from the producer's FMO)
- ☐ Active Registered Representative (Series 6 or 7 registration) listed on FINRA with a Broker Dealer
- ☐ Active Investment Advisory Representative for the last 3 consecutive years (Series 65 or 66 registration)
- ☐ Combination of active Investment Advisory Representative and active Registered Representative for the last 3 consecutive years
- ☐ Holds one of the following active professional licenses or designations: CFA, CFP, ChFC, CLU, CPA, LUTC or LUTCF (Provide a copy of the active license/designation documentation from the designating body.)

### 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):	Preferred Agent number: (PFMO Assigned)
Resident address (street, city, state, zip) (No PO Boxes):	Business address:
Date of birth:	Social Security number:
Resident county:	Work phone number:
Home phone number:	Cell phone number:
Email address:	Fax number:

### FINRA Information

Are you currently or have you ever been FINRA registered? ☐ No ☐ Yes ☐ RIA ☐ IAR

Are you currently an Investment Advisory Representative? ☐ No ☐ Yes

Broker Dealer Name: \_\_\_\_\_ CRD# \_\_\_\_\_

### Licensing Information

National Producer Number (NPN): \_\_\_\_\_ I would like to sell in the following states: \_\_\_\_\_

If you hold a Florida license:

\*Are you already appointed in Florida with another carrier? ☐ No ☐ Yes

\*If you are requesting a non-resident Florida appointment, please list the counties you intend to sell in.

Please note: You need an active appointment in the county prior to solicitation.

## 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** a signed and dated explanation with all relevant information, including dates and supporting documents such as copies of documented payment arrangements for outstanding debt or court records for litigation and criminal charges. ("yes" answer response template available)

1. Have you or an officer of your company **ever** had:
  - a. your Insurance license or any professional license, or FINRA registration suspended or revoked? ..... ☐ Yes ☐ No
  - b. a regulatory or consumer complaint filed against you with an insurance department, the SEC, a state securities department or FINRA? ..... ☐ Yes ☐ No
  - c. any reportable events on your U-4 or U-5 ..... ☐ Yes ☐ No
2. Have you or an officer of your company **ever** been **charged** with or convicted of a crime that was a
  - a. felony? ..... ☐ Yes ☐ No
  - b. misdemeanor? ..... ☐ Yes ☐ No
3. Have you or an officer of your company **ever** been involved in:
  - a. any litigation ..... ☐ Yes ☐ No
  - b. bankruptcy ..... ☐ Yes ☐ No
  - c. litigation or arbitration in which you and Allianz Life had any opposing claims? ..... ☐ Yes ☐ No
4. Do you or an officer of your company **currently** have a state, federal or other taxing authority tax lien or judgement? ..... ☐ Yes ☐ No
5. Do you have **any** debt collection matters pending against you? ..... ☐ Yes ☐ No
6. Do you have **any** charged off debt items? ..... ☐ Yes ☐ No
7. Have you had **any** foreclosures within the last three years ..... ☐ Yes ☐ No
8. 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
9. If you are an individual, are you an employee of Allianz Life or one of Allianz Life's subsidiaries? ..... ☐ Yes ☐ No
10. Are any immediate family members currently contracted with Allianz Life? ..... ☐ Yes ☐ No
11. State/s and counties of residence and counties of work for the last ten years: 

Address (street, city, state, zip)

### Explanation for "yes" answered questions (use additional sheet if necessary)

Background Question #	
Action:	
Date of Action:	
Reason:	
Explanation:	
Resolution:	
Signature:	Date:



## Authorization Agreement for Automatic Deposit

I hereby authorize the Allianz Life companies listed in this application 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 provide 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 agreed otherwise. The Bank requires that the depositor's name to be the same as the licensed agent. Provide your account info below. (void check not required, however recommended)

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

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

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

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

## Certification of taxpayer identification number

If you are requesting payments as a U.S. Person, the IRS requires you to agree to the following statements. If you are not a U.S. Person, please complete Form W8-BEN.

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is correct or I am waiting for a number to be issued to me.

If the IRS has notified you that you are currently subject to backup withholding because you failed to report interest and dividends on your tax return, you must cross out item 2 below.

2. 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 (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or
- c. The IRS has notified me that I am no longer subject to backup withholding.

3. I am a U.S. person, and

4. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA is correct.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signature Section (ALSO SIGN THE PREFERRED AGENT AGREEMENT OR GENERAL AGENT AGREEMENT, AS APPLICABLE)**

- I hereby certify that all the information given by me is true and correct without any omissions of any kind.
- I will solicit business only in states where I am licensed and appointed with Allianz Life, according to state regulations.
- 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 and/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 criminal background checks, according to state regulations.
- 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 or General Agent Agreement, as applicable, 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 or General Agent Agreement, as applicable, constitute the entire agreement of the parties, except as provided for a license-only Agent Agreement.**
- 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.
- If this application is being used to transfer FMO organizations, a new agent agreement is not being executed as a result of the transfer to the FMO organization named in this application. The existing agent agreement will continue as if your FMO organization was the original FMO.

**X**

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 corporation, complete this section only if commissions are to be paid to the corporation**

<b>Requirements for contracting a corporation are:</b> <ul style="list-style-type: none"> <li>• Active corporate insurance license in the states that require it.</li> <li>• A copy of the corporation's articles of incorporation, meeting minutes, or corporate advising who the officers of the corporation are and who has signing authority on behalf of the corporation. Meeting minutes must be on corporate letter head. <b>Please remember that if the agents name is not listed on the document as an officer of the corporation, we will not accept it.</b></li> </ul>	Tax ID/TIN:	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> Trust/estate <input type="checkbox"/> S Corporation <input type="checkbox"/> Limited liability company. Enter the tax classification: (C=C Corporation, S=S Corporation, P=Partnership) 
Agency name:	Officer name:	Officer title:
DBA name:	Officer name:	Officer title:

**This section must be completed and signed by a corporate officer below if the agent is a company, a company owner, officer or principal:**

**PERSONAL GUARANTEE**

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

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 know of no inaccuracies or omissions in it. I have investigated the character, general reputation and background of the applicant and am satisfied the applicant is trustworthy and qualified to act as an agent for Allianz Life. I recommend 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 or General Agent Agreement, as applicable contract within your responsibilities and you recommend this, check here:** ☐

**General Agent**

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

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

**Preferred AFMO**

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Preferred FMO:**

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

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





**Instructions for reviewing and completing the Disclosures and Authorization for  
Background Investigation**

Enclosed you will find the following four separate documents to be reviewed in regards to authorizing Allianz Life to procure consumer reports and/or investigative consumer reports on your background.

- ☐ ***A Summary of Rights Under the Fair Credit:*** This document is to be reviewed and left behind with the applicant completing the Consent to Background Authorization.
- ☐ ***Disclosure Regarding Background Investigation for Employment Purposes***
- ☐ ***Disclosure Regarding Background Investigation for Other Than Employment Purposes***
- ☐ ***Consent to Background Authorization:*** The last page of this form needs to be filled out completely and returned to Allianz.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.



- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.



	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357



**WRITTEN DISCLOSURE AND CONSENT TO REQUEST CONSUMER REPORT  
AND/OR INVESTIGATIVE CONSUMER REPORT INFORMATION**

**Disclosure Regarding Background Investigation for Employment Purposes**

Allianz Life Insurance Company of North America, and other entities related to it by common ownership or affiliated by corporate control (collectively referred to as "Allianz Life") may request background information about you from a consumer reporting agency for the purpose of evaluating you for employment, promotion, reassignment or retention as an employee.

Note that background information on individuals performing certain services for Allianz Life on an independent contractor basis may be deemed to be for employment purposes as defined by under section 603(h) of the Fair Credit Reporting Act.

This background information may be obtained in the form of consumer reports and/or investigative consumer reports. These reports may be obtained at any time after receipt of your authorization and during your affiliation with Allianz Life, where permitted by law.

Business Information Group, Inc. ("BIG") and National Insurance Producer Registry ("NIPR") prepares or assembles consumer reports and/or investigative consumer reports for Allianz Life. BIG is located and can be contacted by mail at P.O. Box 541, Southampton, PA 18966, and can be contacted by phone at 800-369-2612, ext 0. NIPR is located and can be contacted by mail at 1100 Walnut Street, Suite 1500, Kansas City, MO 64106 and can be contacted by phone: (855) 674-NIPR (6477). Where permissible by law, Allianz Life may retain other consumer reporting agencies to prepare or assemble consumer reports and/or investigative consumer reports about you for employment purposes.

The reports may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: address history; credit reports and history; criminal records; public court records; driving records; bankruptcy filings; educational history; employment history; personal and professional references checks; professional licensing; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The information may be obtained through personal interviews with sources such as neighbors, friends and associates; and other information sources.

You may request, in writing, within a reasonable time, a more detailed explanation regarding the nature and scope of any investigative consumer report to be conducted. You also have the right to request a copy of your consumer and/or investigative consumer report from the consumer credit reporting agency by checking the box on the attached consent form. The report will be mailed directly to you by the consumer reporting agency.

A summary of your rights under the Fair Credit Reporting Act is also being provided to you.





**WRITTEN DISCLOSURE AND CONSENT TO REQUEST CONSUMER REPORT  
AND/OR INVESTIGATIVE CONSUMER REPORT INFORMATION**

**Disclosure Regarding Background Investigation for Other Than Employment Purposes**

Allianz Life Insurance Company of North America, and other entities related to it by common ownership or affiliated by corporate control (collectively referred to as "Allianz Life") may request background information about you from a consumer reporting agency for other than employment purposes as authorized by the Fair Credit Reporting Act. Such purposes include, but are not limited to use of the information in connection with:

- a credit transaction involving you;
- the underwriting of insurance involving you;
- a determination of your eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status;
- a business transaction initiated by you for which Allianz Life has a legitimate business need for the information; or
- any credit or insurance transaction that is not initiated by you when you have authorized the agency to provide us with such a report.

In addition, you authorize Allianz Life to obtain background information about you from a consumer reporting agency in connection with deciding whether to:

- invite you to make presentations with senior officials of Allianz Life to elected officials;
- invite you to attend, participate in or present at Allianz Life seminars, presentations, universities, sponsored events, trips and meetings;
- feature your name and likeness in various Allianz Life publications, press releases and other marketing materials;
- assign a photographer to cover certain public appearances; or
- grant you a royal-free license to use such marketing materials and photographs in the promotion of your business.

This background information may be obtained in the form of consumer reports and/or investigative consumer reports. These reports may be obtained at any time after receipt of your authorization and during your affiliation with Allianz Life, where permitted by law. In addition,

a consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

Business Information Group, Inc. ("BIG") and National Insurance Producer Registry ("NIPR") prepares or assembles consumer reports and/or investigative consumer reports for Allianz Life. BIG is located and can be contacted by mail at P.O. Box 541, Southampton, PA 18966, and can be contacted by phone at 800-369-2612, ext 0. NIPR is located and be contacted by mail at 1100 Walnut Street, Suite 1500, Kansas City, MO 64106 and can be contacted by phone at (855) 674-NIPR (6477). Where permissible by law, Allianz Life may retain other consumer reporting agencies to prepare or assemble consumer reports and/or investigative consumer reports about you in accordance with your written instructions.

The reports may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: address history; credit reports and history; criminal records; public court records; driving records; bankruptcy filings; educational history; employment history; personal and professional references checks; professional licensing; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The information may be obtained through personal interviews with sources such as neighbors, friends and associates; and other information sources.

You may request, in writing, within a reasonable time, a more detailed explanation regarding the nature and scope of any investigative consumer report to be conducted. You also have the right to request a copy of your consumer and/or investigative consumer report from the consumer credit reporting agency by checking the box on the attached consent form. The report will be mailed directly to you by the consumer reporting agency.

A summary of your rights under the Fair Credit Reporting Act is also being provided to you.



**WRITTEN DISCLOSURE AND CONSENT TO REQUEST CONSUMER REPORT  
AND/OR INVESTIGATIVE CONSUMER REPORT INFORMATION**

**Additional State Law Notices**

**CALIFORNIA:** You have the right to inspect visually the files concerning you maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if you appear in person and furnish proper identification. You are entitled to a copy of the file for a fee not to exceed the actual costs of duplication. You are entitled to be accompanied by one person of your choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if you make a written request, with proper identification, for copies to be sent to a specified addressee. You can also request a summary of the information to be provided by telephone from Business Information Group at phone number 1-800-369-2612, ext 0 and from NIPR at phone number (855) 674-NIPR (6477) if you make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call if prepaid by or directly charged to you. You further understand that the investigative consumer reporting agency shall provide trained personnel to explain to you any of the information furnished to you. You shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on you. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards. Information about the investigative consumer reporting agency's privacy practices related to the consumer's personal information may be found for Business Information Group at <http://www.bigreport.com> (bottom of web page at the Privacy Policy link) and for NIPR by calling (855) 674-NIPR (6477).

**MINNESOTA:** You have the right, upon written request, to obtain from the consumer reporting agency that prepares any such report a complete and accurate disclosure of the nature and scope of any report prepared.

**NEW YORK:** You have the right, upon request, to be informed of whether a consumer report was requested, and, if one was requested, the name and address of the consumer reporting agency furnishing the report. Upon written request you will be informed about whether or not an investigative consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency to whom the request was made. You may inspect and receive a copy of such report by contacting such agency.

Enclosed for your information is a copy of New York State Correction Law § 753, Factors To Be Considered Concerning A Previous Criminal Conviction; Presumption.



**New York State Correction Law**  
**Article 23-A, Section 753**  
**Licensure and Employment of Persons**  
**Previously Convicted of One or More Criminal Offenses**

§ 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.

(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.



### Consent to Background Investigation

I have carefully read and understand the foregoing disclosures and the attached summary of rights under the Fair Credit Reporting Act. By my signature below, I consent to this investigation and authorize Allianz Life to procure consumer reports and/or investigative consumer reports on my background as stated above from a consumer reporting agency. I hereby direct Business Information Group, National Insurance Producer Registry, and/or any other consumer reporting agency, as permitted by law, to provide Allianz Life with a copy of consumer and/or investigative reports about me. I understand that Allianz Life may obtain a consumer report and/or investigative consumer report at any time during my employment/affiliation with Allianz Life, where permitted by law.

☐ Check the box if you wish to receive a copy of the consumer report and/or investigative report obtained by Allianz Life. The report will be mailed directly to you by the consumer reporting agency.

Signature:

Date:

**The following information below is needed to obtain the consumer report or investigative consumer report and will not be used for any other purpose.**

Name:

Other Names Used:

Social Security #:

Date of Birth (mm/dd/yyyy):<sup>1</sup>

Current Home Address:

City:

State:

Zip:

(If at current address less than seven years):

Other Addresses

Driver's License #:

State Issued:

<sup>1</sup> The federal Age Discrimination Employment Act of 1967 and comparable state laws prohibit discrimination on the basis of age with respect to individuals who are at least 40.



# Preferred General Agent Agreement

ALLIANZ  
**PREFERRED<sup>SM</sup>**

For all that's ahead.<sup>SM</sup>

**Allianz** 

Allianz Life Insurance Company of North America  
PO Box 59060, Minneapolis, MN 55459-0060  
800-950-7372 [www.allianzlife.com](http://www.allianzlife.com)



## 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.

1. We authorize you to carry out your responsibilities as described in this agreement, including, as a Preferred Agent:
  - a. to solicit applications for Policies, and to promptly forward the applications to us for our consideration.
  - b. to collect the full initial premium for Policies applied for and to promptly submit this premium to us.
  - c. to promptly deliver Policies according to our delivery requirements.
2. We retain exclusive authority for all other matters. For examples, your authority does not permit you to:
  - a. make or alter a contract for us, or waive or modify our rules or Policy rates or terms, or approve insurability.
  - b. 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.
  - c. collect any premium after the initial premium without our prior written approval.
  - d. extend the time to pay a premium or reinstate a lapsed Policy.
  - e. adjust or settle any claim unless specifically directed by us.
  - f. use advertisements, illustrations, sales or other materials referring to us or our products without our written consent.
  - g. incur any expenses in our name without our prior written approval.

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.

2. **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 may make updates to these documents from time to time, at our discretion. You are responsible to remain familiar with the updates.
3. **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.
4. **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.
5. **Enforce 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.
6. **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.

## Responsibilities as a Preferred Agent

1. **Compliance.** As our Preferred Agent you will conduct business related to this agreement ethically, honestly,

## Responsibilities as a Preferred General Agent

1. **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)."

2. **Supporting and supervising activities.** You will, through your direct efforts or indirectly through those of your representatives:
  - a. promote our interests to your agents by advising them of information we make available to you related to Policies.
  - b. 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.
  - c. 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.
  - d. train, support, and supervise your agents to perform according to applicable laws and ethics.
  - e. promote suitability knowledge and practices among your agents.
3. **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.
4. **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 rates 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.
5. **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.
6. **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.

7. **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:
  - a. pay compensation to your agent for a Policy that is less than or equal to the compensation we pay you for that same Policy.
  - b. award incentive events or trips to your agents based completely or in part on sales of Policies.
  - c. 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.

8. **Prohibition on receiving compensation.** As Preferred General Agent you may:
  - a. receive compensation according to the Schedules and Guidelines.
  - b. attend incentive events or trips awarded completely or in part on your sales of Policies by your agents.
  - c. 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.

9. **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.

### Company responsibilities

1. **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.



2. **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.
3. **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.
4. **Accounting.** We will promptly provide you with statements of your earnings, charges, loans and repayments.

#### Responsibilities of both parties. Each party will:

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

#### General provisions

1. **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 (1) your request for transfer or your termination of this agreement, or (2) 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.
2. **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:

- a. when you die if you are an individual, or upon the death of any partner if you are a partnership.
  - b. upon dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are an entity.
  - c. upon the commencement of any litigation or arbitration that includes a claim made by one party to this agreement against the other.
3. **Termination for cause.** We may terminate this agreement for cause if you:
    - a. withhold any funds, commissions, overrides or other compensation payable to us.
    - b. withhold any premiums, receipts, documents or correspondence that should have been sent to us.
    - c. fail to promptly return any physical property belonging to us when requested to do so.
    - d. are convicted of a felony.
    - e. are unable to renew your license or have it revoked or suspended in any jurisdiction.
    - f. falsify or omit material information provided to us, including without limitation in the Application for Preferred Agent Agreement.
    - g. misrepresent any of our Policies or services.
    - h. misrepresent or omit any material information on an application for, or reinstatement of, a Policy.
    - i. commit or attempt to commit fraud against us.
    - j. cause or attempt to cause an employee or agent of ours to discontinue their association with us.
    - k. cause or attempt to cause a policy owner of ours to discontinue a policy.
    - l. 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.
    - m. 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 entitled "Responsibilities as a Preferred Agent", subsection 6, "Responsibilities as a Preferred General Agent", subsection 7 and 8 or failure to obtain approval of materials according to the section entitled "Responsibilities as a Preferred General Agent", subsection 2.b.

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.



4. **Other effects of termination.** Upon termination of the agreement:
  - a. money you owe us is immediately payable.
  - b. you will promptly return our printed materials and delete, or stop use of, our electronic materials.
  - c. 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.
5. **Agent approval and transfer.** We have the right to:
  - a. decline to enter into agent agreements with the persons you propose to include as your agents under this agreement.
  - b. terminate your agents, pursuant to the applicable agent agreement.
  - c. 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:
    - (i) 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).
    - (ii) the agent notified us of intent to transfer to another agency, and 6 months has expired from the date of notice.
    - (iii) our agreement with the agent has been terminated for 6 months or more.
6. **Confidentiality Provision.**
  - a. "Personal Information" means financial and health information given to you or your representatives or to us by either (1) a Policy owner, (2) an applicant for a Policy that was not issued, or (3) a beneficiary, insured or annuitant who is not the Policy owner.
  - b. As to Personal Information, each party will (1) keep it strictly confidential to itself and its representatives (2) use it only to perform duties hereunder, and (3) 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. If this agreement terminates, all obligations under this provision survive such termination and continue to be enforceable.
7. **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.
8. **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.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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 \_\_\_\_\_

Authorized Officer

\_\_\_\_\_  
Date