



YOUR APPLICATION MAY BE RETURNED!

You must be licensed and appointed with the company prior to submitting an application. Insurance companies are now ***returning*** applications submitted by brokers who are not ***licensed and appointed*** for the respective company in the state of solicitation.



Attention

***** AGENTS WHO HAVE WRITTEN BUSINESS WITH ALLIANZ IN THE LAST 6 MONTHS AND WISH TO TRANSFER TO NIB*****

- **PLEASE WRITE A LETTER INDICATING 'I WISH TO TRANSFER TO NIB LLC IN 6 MONTHS'. On the letter, please indicate your current agent # with Allianz and your SS#. Please sign and date the letter, and return to our office at the address below.**

***** You MUST wait 6 months before writing business with Allianz *****

- **At the 6 month mark, please submit another letter indicating that 'I still intend to transfer to NIB, LLC'. Please sign and date the letter. Our office will follow up with you at that time to ensure timeliness of the transfer.**

If you have any questions, please don't hesitate to contact your Brokerage General Agency.

National Insurance Brokerage, LLC
2101 Park Center Drive, Suite 220
Orlando, FL 32835
Ph: 407-902-2529 Fx:407-902-2530

Application for Agent Agreement

First name		Middle name		Last name	
Res. address (required)			City	State	Zip
Bus. address			City	State	Zip
Home phone		Work phone		E-mail address	
Fax number		Social Security number			Birth date
Are you currently NASD registered? <input type="checkbox"/> No <input type="checkbox"/> Yes		Name of broker/dealer		Broker/Dealer number	

Background

- Have you ever:
 - Been convicted¹ of a crime, including felony, misdemeanor or military offense? No Yes
 - Been the subject of a penalty, inquiry or action by a regulatory agency? No Yes
 - Filed bankruptcy? No Yes
 - Had a license refused/suspended/revoked or currently restricted or under investigation? No Yes
 - Do you have any outstanding judgments or liens? No Yes
 - Are you indebted to any insurance company/agency/manager (including debit balance)? No Yes
 - Are any immediate family members currently contracted with Allianz Life? No Yes
- If "yes," please provide: Name _____ Relationship _____
- Please explain any "yes" answers on a separate sheet. Include dates.

¹ Convicted includes a guilty verdict, withdrawn plea, probation, any dismissed charges, suspended sentences or fines. You may exclude traffic citations and juvenile offenses.

Representations and agreements

- I will solicit business only in states where I am licensed and appointed with the Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment. (As a general rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.)
- Premium checks will be payable to and sent directly to the Company and not credited to a personal or business account.
- All policies will be represented according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- All advertisements that are not produced by the Company will receive the written approval of the Company prior to use.
- I hereby continually authorize the Company 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 will abide by all written rules and regulations of the Company, which may be subject to change at any time.
- I understand that by providing my fax number, e-mail address, mail address, and telephone number on the first page of this application, 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.
- I understand that this application and the Agent Agreement, Schedule of Commissions, and Commission Guidelines and addenda accompanying this application or provided by the Company 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.
- If this is an application for a license only Agent Agreement, I understand that the Company 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 the Company to designated persons in the hierarchy, and I will look solely to the hierarchy for my compensation. Accordingly, references in this application and the Agent Agreement to a Schedule of Commissions, Commission Guidelines, and arrangements and understandings with respect to commissions are understood to be inapplicable to my license only Agent Agreement.

Please initial here if you intend this application to be for a license only Agent Agreement
(see last paragraph in representations and agreements above): _____

Signature of applicant (If an entity is the applicant, also complete page 2.)

X _____

Signature of applicant

Date

Print name

Application for Agent Agreement

Entity information (If an entity is the applicant)

Entity name _____ Tax I.D. number _____
Address _____ City _____ State _____ Zip _____
 Corporation Partnership Sole proprietorship LLC

Financial guaranty and certification

The undersigned, jointly and severally, unconditionally guaranty 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 principals of an 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. Furthermore, each of the undersigned certifies 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 the Company.

✗ _____
Signature(s) of principal equity holders of entity, as individuals. **Omit corporate title.** Please print name(s)

✗ _____
Signature(s) of officer/partner/chief manager
Field Marketing Organization Signature(s) of individual **general agent** or principal equity holders of
General Agent. **Omit corporate title.**

Authorization for automatic deposits

Please complete all information. Commissions are sent daily through automatic deposit.

I hereby authorize the Company to pay my commissions even faster by depositing my commissions through electronic funds transfer.

This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it.

Account name _____ Account number _____
(Please print)

Financial institution's telephone (_____) _____ Must attach: Voided check for checking account
 Deposit slip for savings account

Applicant's signature ✗ _____
(Include title, if entity account)

Request for Transfer of Agent/Agency Contract

By signing this request, I understand that I will be transferred from my current Field Marketing Organization (FMO), to the FMO listed below, for Allianz. I also understand that if I am transferring to a new FMO in order to receive higher commissions, both I and the FMO are subject to termination.

Agent name _____ Agent SS #: - -
Please print Required

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

Agent number _____

Agent address _____

Agent phone number _____
Required

Are any immediate family members currently contracted with Allianz?

No Yes Name _____ Relationship _____

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 Advisors Insurance Group FMO # 422
Please Print

FMO signature _____ Date _____
Required

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.

Agent Agreement

1. Appointment

Allianz Life Insurance Company of North America (the Company) has appointed you as its agent/broker (Agent, you or your) to represent us in connection with our insurance products (our "policies") in accordance with this Agreement. Your appointment by the Company is evidenced by acceptance by an authorized representative of the Company in paragraph 6. You must promptly notify the Company in writing if you do not wish to be appointed by the Company.

2. Agent rights and responsibilities

- a. **Independence.** As an independent contractor, you are free to exercise your discretion and judgment as to time, place and means of performing all acts hereunder. Nothing in this Agreement is intended to create a relationship of employer and employee between us and you.
- b. **Freedom of choice.** You are free to contract with other insurance companies.
- c. **Territory.** There are no exclusive territories. Your territory is any state in which both you and the Company are properly licensed and appointed.
- d. **Authority.** We authorize you, subject to the provisions of this Agreement:
 1. To solicit personally and through your properly licensed agents, who have entered into an Agent Agreement with us at your request (your agents), applications for policies described in the Schedule of Commissions and Commission Guidelines and to forward promptly the applications to us for our consideration.
 2. To collect the full initial premium for policies to be issued and to submit promptly to the Company all premium collected. Premium checks will be payable to and sent directly to the Company and not credited to a personal or business account.
 3. To deliver policies in accordance with any delivery requirements of the Company on a timely basis.
- e. **In-force policies.** The Company expects you to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to policyholders.
- f. **Commissions.** We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and renewal commissions at the rates provided and subject to the terms and conditions contained in the attached Schedule of Commissions and Commission Guidelines. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this Agreement is in effect. If premium paid to us for a policy represents cash values from another policy issued by us (recycled premium), commissions will not be paid on that premium. The Company is not responsible for payment of any commissions or other compensation for policies issued from applications procured by you if you are identified as being under a License Only Agent Agreement on the Application For Agent Agreement. In such cases, you will look solely to your hierarchy for your compensation and all references in this Agreement to commissions are inapplicable.
- g. **Vesting of commissions.** All first year and renewal commissions are vested unless you are terminated for cause or removed as agent of record. Commissions will continue to be paid until total commissions earned annually amount to less than \$500, at which time the Company has the option of paying, in a lump sum, the present value of future commissions.
- h. **Licensing.** We will pay the fee for your initial resident license appointment. You will bear the cost of any nonresident license and appointment fees for you and your agents and all license appointment renewal fees.
- i. **Other expenses.** The Company will provide you, at our cost, with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
- j. **Advertising and sales promotion.** We will furnish to you, at our cost, all blanks, advertising materials, circulars and other Company printed sales materials. We will consider your suggestions for specialized solicitation material, but none may be used without the prior written approval of the Company.
- k. **Accounting.** On a prompt and timely basis, we will provide you with statements of your earnings, commission loans, charges and reductions or repayments of indebtedness.
- l. **Standards of business performance.** Appointment with the Company includes a commitment on your part to the following when marketing Company products:
 1. Provide accurate and full disclosure about any Company products that are offered or sold so that consumers can make informed evaluations and purchasing decisions.
 2. Understand and follow all guidelines contained in the Compliance Guide to Successful Business.
 3. Use only advertising materials that have been approved by the Company.
 4. Have reasonable grounds for believing that any Company products recommended to consumers are suitable for those consumers, based on the facts, if any, that they disclose regarding their financial status and objectives.
 5. Respond to consumer or Company requests for service in a competent, prompt, and respectful manner.
 6. Conduct business ethically, honestly, fairly, and professionally.

3. Company rights and responsibilities

- a. **Reservation of authority.** The Company retains exclusive authority for, and your authority does not permit you to:
 1. Make, alter or discharge any contract to which the Company is a party.
 2. Waive or modify any terms, rates, conditions or limitations of any policy.

3. Company rights and responsibilities (continued)

3. Approve evidence of insurability or commit the Company on any risk or in any manner except as outlined in the Conditional Receipt.
4. Deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the policy application.
5. Collect any premiums after the initial premium without prior written approval from the Company.
6. Extend the time for any premium payment or reinstate any lapsed policy.
7. Adjust or settle any claim unless specifically directed by the Company.
8. Solicit applications in any state or jurisdiction without a valid insurance license or appointment for such solicitation.
9. Enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4.1.2.
10. Exercise any authority on our behalf other than as authorized by paragraph 2.d.
11. Publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company, its products, business, officers, directors, employees, consultants or business partners without written consent.
12. Incur any expenses in our name without prior written approval.

b. Reservation of rights. With reasonable notice to you, we specifically reserve the right to:

1. Discontinue or withdraw any policy from any state.
2. Modify or amend any policy or its premium rates.
3. Determine maximum and minimum limits on any policy.
4. Modify or change the conditions or terms under which any policy may be offered.
5. Implement and modify any rules and regulations of the Company.
6. Cease doing business in any state or geographically defined area.
7. Modify any Schedule of Commissions or Commission Guidelines.
8. Make periodic revisions to this Agreement and any Addenda.

c. Secured obligations. In order to secure the full and prompt payment of any and all indebtedness to the Company and its affiliates from you or your agents or guaranteed by you, the Company will have a first security interest in any monies due at any time under the Schedule of Commissions, Commission Guidelines, bonus plan or any other compensation arrangement. The Company will have the right of offset and, at any time, may deduct such indebtedness from any monies or other compensation arrangements due you together with interest at the applicable rate specified in our rules and regulations and any collection costs and attorneys' fees and expenses incurred by us, and all such monies may be applied to all indebtedness due the Company and its affiliates.

d. Rules and regulations. The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this Agreement and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. Upon request, we will promptly provide you with our rules and regulations.

e. Company materials. We will make available to you various materials to assist you in soliciting applications for our products and servicing our policy holders, including sales, product and educational materials, manuals, audio and video tapes, forms and materials in or accessible through electronic media. All such materials and their contents are and will remain our sole and exclusive property and will be used only in soliciting applications for our products and servicing our policy holders; no other use may be made without our prior written approval. Upon termination of this Agreement, you shall promptly return all Company materials, delete or cease use of electronic or electronically accessed materials and destroy any copies, extracts, notes or reproductions of our materials, providing us certification of such destruction at our request.

f. Assignment. No part of this agreement or any compensation due or to become due hereunder may be assigned or otherwise transferred.

g. Audit. Your accounts, ledgers, correspondence and other records pertaining to this Agreement shall be open to inspection and audit by authorized representatives of the Company, its reinsurers and regulators, regardless of any termination of this Agreement.

4. Rights and responsibilities of both parties

- a. Records.** Both parties will keep proper records as necessary relating to the business transacted under this Agreement. Both parties reserve the right, during regular business hours, to review and make copies of these records, at the expense of the requesting party. Upon request, both parties will account for all business materials relating to the other's business.
- b. Conduct of business.** Both parties will conduct their activities as authorized and contemplated by this Agreement in accordance with applicable laws and regulations.
- c. Supervision.** You will supervise your employees and agents in your hierarchy who solicit and process applications for our insurance policies as provided in this Agreement, and you will cause them to comply with all rules, regulations, and obligations imposed on you.
- d. Indemnification.** You will indemnify and hold the Company harmless from any loss or expense (including attorneys' fees and expenses, collection costs and damages) incurred by the Company because of your negligent or wrongful acts or omissions as well as the negligence or wrongful acts or omissions of your employees and the agents in your hierarchy with whom the Company enters into Agent Agreement.
- e. Cooperation.** Both parties will fully cooperate with each other in any state or federal regulatory investigations or proceedings to the extent that they are related to matters pertaining to this Agreement.
- f. Service.** Both parties will provide prompt and professional service to the policyholders. We recognize the special relationship you have with those to whom you have sold a policy; they are your clients. We will not interfere with that relationship. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest or encourage the policyholder to surrender or lapse the policy or to cease premium payments. Any such activity gives us the right to terminate this Agreement for cause.

4. Rights and responsibilities of both parties (continued)

6. If this Agreement should terminate, all obligations under this provision shall survive such termination and shall continue to be enforceable.

n. Additional contract provisions

- 1. Communications: As an appointed agent of the Company, you expressly permit the Company and its representatives to communicate with you via fax, e-mail, and telephone until and unless you notify us that you do not want to receive communications through one or more of the communication mediums.
- 2. Notice: "Reasonable notice to you" wherever referenced in this Agent Agreement includes notice sent to your last known fax number, e-mail address, or regular mailing address and notice posted on the Company's web site. Notices provided via fax, e-mail, or regular mail will be effective on the date sent, unless the notice indicates otherwise. Notices provided via our Web site will be effective on the date posted, unless the posted notice indicates otherwise. "Reasonable notice to you" of a modification of the Schedule of Commissions includes notice posted on our Web site that the Schedule has been changed. You will need to contact us or your Field Marketing Organization for more specific information regarding the extent of the change and its effect on you.

5. General provisions

- a. This Agreement is governed by the laws of the State of Minnesota, without regard to principles of conflicts of laws. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the District of Minnesota and the trial courts of the State of Minnesota and consent to the personal jurisdiction of such courts. This Agreement, together with the Application, Schedule of Commissions, Commission Guidelines and all other Addenda supplementing this Agreement, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements. Should any provision of this Agreement be or become invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby.
- b. Any claim or dispute arising in connection with this Agreement shall be submitted to binding and nonappealable arbitration by the American Arbitration Association (AAA) in Minneapolis, Minnesota, under the commercial rules then in effect for the AAA, except as provided herein. The AAA shall recommend three arbitrators who are knowledgeable in the fields of insurance and financial services. The parties shall mutually agree upon one arbitrator or, if no arbitrator is so selected, the AAA shall appoint one of the three arbitrators within 20 days of such failure. The arbitrator shall apply the law of the State of Minnesota. The parties shall have the right to request the arbitrator to order reasonable and limited discovery. The award rendered by the arbitrator shall include costs of arbitration and reasonable attorneys' fees and fees for experts and other witnesses, but shall not include punitive damages. Notwithstanding this provision, appropriate injunctive relief may be sought.
- c. The parties consent to the use of electronic signatures in place of manual signatures, and the electronic sending, receipt and storage of documents in place of hard copies, including the execution and delivery of documents via internet electronic mail message, attachment or other reasonable accessible method, provided that a party may limit the persons authorized to enter into electronic transactions on its behalf by providing 5 business days' written notice to the other parties electronically or in writing. A party may withdraw the consent given herein upon 5 business days' written notice to the other parties electronically or in writing, provided that the withdrawal of consent shall not affect the validity or enforceability of any electronic signature or document delivered prior to the effectiveness of the withdrawal. A party originally delivering the document electronically may receive hard copies of any documents upon written request, and the party receiving the request shall respond promptly. No electronic delivery of a signature or document shall invalidate a manual signature or hard copy of any document given pursuant to this Agreement solely because it was not given in electronic format.
- d. Unless prohibited by applicable law, you agree that you will be solely responsible for all information transmitted electronically by means of your user name and password for online access to our Internet site unless such information was transmitted without your authorization and solely as a result of our failure to keep your user name and password confidential. Your password and other identifying codes used to access our Internet site are the property of the Company and may be cancelled at any time without notice. You will not reveal your user name or password to anyone other than those within your control with a reason to know. You are responsible for the use or misuse of our Internet site by anyone within your control. Electronic delivery to you of any information or document contemplated by this Agreement by means of Internet email to the account identified on your on-line profile information shall have the same effect as if we had delivered hard copies of such information to you.
- e. Execution of this Agreement constitutes your certification that all information given on the Application is true and correct without any material omission of any kind and constitutes your continuing authorization to the Company to independently verify the information set forth in the Application and contact people regarding your character, general reputation and background, which may include credit reports, consumer reports, investigative consumer reports and criminal background checks. You have the right to make a written request to receive such information, but the Company will not release its evaluation, other than public information.

6. Acceptance by Company

Your appointment as Agent under the terms and conditions of this agreement is hereby accepted and confirmed.

Allianz Life Insurance Company of North America



By _____ Authorized officer _____ Date _____

Agent # _____ FMO# _____
M1087 _____