

American General Life and Accident Ins. Co.

New Agent Name: _____

Appointing Agent: _____

Appointing Agent Contracted? If **Yes**, give Agent Code # _____
If **No**, please attach contracts and license(s)

New Agent Commission Level: _____ State(s) to be licensed in: _____
(Attach license copies)

Anti-Money Laundering Training Requirements:

- AML training was completed through LIMRA on ____/____/____
- AML training was completed through an independent program, completion certificate is attached

Appointment Requirements:

- Complete and sign Producer Appointment Application
- If requesting EFT:** Complete and sign EFT form and attach void check copy
- Complete and sign Form W-9
- Complete and sign Appointed Agent Agreement
- Complete and sign Standard Agent Agreement
- Attach current copy of Resident State Life License
- Attach current copy of E&O Coverage Certificate

Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice.

I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing.

I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original.

I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.



Agent Signature: _____ Date: ____/____/____

Please return to:
Oak Tree Brokerage
505 Carter Street
Bristol VA 24201
Ph: 276/591-1341 Fax: 276/591-1344
www.oaktreeus.com

AGLA

American General Life and
Accident Insurance Company

FAX

NEW CAREER

AGENT APPOINTMENT APPLICATION TRANSMITTAL

431N American General Center
Nashville, TN 37250
1-800-358-5753 PH

DATE: _____

FAX TO: 615-749-2051 ATTN: New Career Licensing Team

FAX FROM: _____ # PAGES: _____

Items Attached:

- Agent Compensation Change Worksheet
- Appointment Application
 - Ensure any "Yes" answers on pg 3 are explained
 - Ensure that page 4 is signed
- Agent Contract
- Copy of Agent's Insurance License(s)
- AGLA EFT Form (optional)
 - Copy of VOID check, if EFT form submitted
- Copy of Agent's E&O Insurance Declaration Page (displaying agent's name and coverage amount)
- Copy of AML training certification
- Copy of LTC training certification
- IRS form W-9
- Other (specify) _____

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American General Life and Accident Insurance Company

Producer Appointment Application and Transmittal Checklist for the American General Life and Accident Insurance Company

Applicant's Full Name: _____ SSN/Tax ID: _____

Indicate action requested:

_____ New Agent Contract and Appointment _____ Other (describe in Special Instructions)

Special Instructions: _____

Attach the following documents for all new agent contract and appointment requests:

_____ Checklist Transmittal	_____ Appointment Application
_____ Contract (return entire contract)	_____ Copy of License(s)
_____ Copy of E & O Declaration Page Minimum \$1 million E & O coverage Kentucky appointments require \$2 million.	_____ Copy of AML training certificate of completion
_____ Designation of Principal REQUIRED if agent is a corporation	_____ Copy of Long-Term Care training certificate of completion, if applicable
_____ EFT Form (if applicable)	_____ IRS Form W-9

Applicants should read these instructions before completing the Appointment Application Form.

1. Applicants complete parts 1, 2, and 3 in their entirety.
2. Applicants who have been notified by the IRS that they are subject to backup withholdings should cross out the box in Part 3 and initial the change.
3. Send or fax the entire application and entire contract to the address or fax number listed below. An incomplete application will delay processing. All information requested must be supplied.
4. Include all required supporting documents as outlined on page 1.
5. Detach and retain the last page concerning the Fair Credit Reporting Act.

Mail Completed Packet to:

Overnight Address:

American General Center
431N American General Center
Nashville, TN 37250-0001

Fax: 615-749-2051

AGLA

American General Life and Accident Insurance Company

Producer Appointment Application for the American General Life and Accident Insurance Company

Part 1 Applicant Data – Please print clearly. To be completed by all producers, partners and principals of corporations.

Appointment for: _____ Individual _____ Corporation

(Please check one or both. If checking both, the individual on this form must be a principal of the corporation.)

Personal Information

Social Security Number: _____ - _____ - _____

Full Name: _____
Last Name First Name Middle Initial

Business Address*:

*All commission statements will be mailed to the business address unless you have assigned commissions.

Residence Address (no PO boxes):

Bus. Phone: (_____) _____ Fax Number: (_____) _____

Home Phone: (_____) _____ E-mail Address: _____

Date of Birth: _____ Direct Manager (if applicable): _____

Sex: _____ Male _____ Female _____

Corporation / Partnership Information (if applicable): If applicant is a corporation or a partnership, each principal signing on behalf of the corporation or partnership must complete a separate Appointment Application form. Only one of the principals can use this form for his/her individual appointment information.

Company Name: _____

Company Tax ID: _____

Principal: _____

State of Incorporation: _____

License Information:

Resident State: _____ Residence License Number: _____

Do you wish to be appointed in any nonresident states? _____ Yes _____ No

If Yes, please attach license copies and required fees for each.

If currently NASD registered, who is your Broker Dealer? _____

CRD Number: _____

Errors and Omissions Insurance Coverage – Please attach copy of E & O Certificate

Name of Carrier _____ Expiration Date: _____ - _____ - _____



American General Life and Accident Insurance Company

Producer Appointment Application for the American General Life and Accident Insurance Company

Anti-Money Laundering Federally Mandated Training:

Have you taken the LIMRA AML training Course within the last 12 months? Yes No

If no, the LIMRA base or refresher course must be completed within 14 days of the completion of this application or appointment will be denied.

Part 2 Confidential History—must be completed by all applicants

Confidential history / background information (Write Y for “Yes” and N for “No” in blanks—if Yes, explain below) (All answers will be verified by a background investigation / credit report)

Y / N

- 1. Have you ever been convicted of or plead guilty or no contest to a felony?
2. Have you ever been convicted of or plead guilty or no contest to a misdemeanor?
3. Are you currently under investigation by any legal or regulatory authority?
4. Do you now owe money to any insurance company?
5. Have you had a salary garnished or had liens or judgments against you?
6. Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activity?
7. Have you ever been the subject of a consumer-initiated complaint?
8. Have you ever been the subject of a proceeding by any self-regulatory body or any securities, commodities or insurance regulatory body or organization?
9. Has a bonding company ever denied, paid out on or revoked a bond for you?
10. Have you ever had a claim filed against your professional liability or errors and omission insurance Coverage?
11. Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for a reason other than lack of sales?
12. Have any of the American General Affiliates, as identified on page 4 of the application, ever declined to appoint you, refused to contract you or terminated your contract?

Details of “Yes” answers. Provide date of occurrence, explanation, resolution and applicable court documents. (Insufficient information will result in processing delays. If necessary, use additional pages.)

Three horizontal lines for providing details of 'Yes' answers.

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American General Life and Accident Insurance Company

Producer Appointment Application for the American General Life and Accident Insurance Company

Part 3 Applicant Authorization

Social Security Number ____ - ____ - ____

I have read and received, as of the date indicated below, the notice concerning investigative consumer reports, as required by law. I understand that by signing this form, I authorize the American General Affiliates* that I have requested appointments with to investigate my background, including my credit history and interviews with former employers. I agree that if any of my answers to the questions in Part 2 change, I will notify, in writing, the Licensing department at my primary appointment company as designated in Part 1 within 10 business days of the incident which would cause an answer to change. I understand that falsification of information or failure to update the answer on this application may result in termination of appointment(s) with all American General Affiliates. In addition, I authorize the American General Affiliates that have appointed me to report information about earnings and debit balances to any credit bureau or similar organization.

If I am seeking an appointment to sell variable insurance products, I authorize American General Securities Incorporated to verify my previous employment and securities registration history through the CRD system.

I authorize American General Affiliates to share background, licensing, applicant data and other information that they have about me.

I acknowledge that I have received and reviewed the "Customer Service and Compliance Manual for Producers and Employees for the American General Life Companies" and / or "Operations Manual for American General Annuity Insurance Company" and I agree to abide by those principles, as amended from time to time, in representing any of the American General Affiliates that appoint me.

Under penalties of perjury, I certify: that the number shown on this application is my correct Social Security or Tax Identification number; and I am not subject to backup withholding under Section 3406 (a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require my consent to any provision of this document other than the certification required to avoid backup withholding.

Producer Signature: _____ Date: _____

*** American General Affiliates include the following life insurance companies:**

American General Annuity Insurance Company, American General Assurance Company, American General Life Insurance Company, American General Life and Accident Insurance Company, American International Group Incorporated, The United State Life Insurance Company in the City of New York.
Members American International Group, Inc.

AGLA

American General Life and Accident Insurance Company

Producer Appointment Application for the American General Life and Accident Insurance Company

Fair Credit Reporting Act – Notice of Proposed Investigative Consumer Report

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, each company with which you have requested an appointment may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics and mode of living.

You have a right to request in writing, with in a reasonable period of time after receipt of this notice, a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Such a request should be sent to:

Licensing and Contracting Department
431N American General Center
Nashville, TN 37250-0001

Fax: 615-749-2051

This department will handle inquiries on behalf of all American General Affiliates. Disclosed information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request.

Also each company with which you have requested an appointment may share the information contained in the investigative consumer report and other information in your file with its affiliates, unless you send a written request to the above described address directing that this information not be disclosed or shared with an affiliate.

California Residents Only

CALIFORNIA CIVIL CODE SECTION 1786 INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

Pursuant to the California Investigative Consumer Reporting Agencies Act, this notice is to inform you that as a component of our contracting and appointing process in the State of California an investigative consumer report, which may include information related to your character, general reputation, personal characteristics, and mode of living, will be requested from the following consumer reporting agency:

Kroll Background America, Inc.
1900 Church Street, Suite #400
Nashville, TN 37203
1-800-697-7189 ext. 280

A copy of the consumer report will be provided to you within three (3) days after our receipt of the report.

AGLA

American General Life and Accident Insurance Company

Electronic Funds Transfer Request and Authorization For Independent Agent Commission Payments

Instructions

Complete the following steps to authorize direct deposit of Commission Payments.

1. This form may be filled out using Adobe Reader, then printed and signed. It may also be printed and completed manually. **"Please type or print legibly"**
2. Fill out the "EFT Direct Deposit Information" below. Sign and date the form.
3. Make a copy of your **blank check** (for checking deposit) or **deposit slip** (for savings deposit).
4. FAX or mail this form and the copy of your blank check or deposit slip to:

AGLA Sales Payroll Dept.
Attn: Beverly Gray
FAX: 615-749-2746

Or

Beverly Gray
AGLA Sales Payroll Department
487N American General Center
Nashville, TN 37250
615-749-2028

A sample check from JOHN SMITH, MARY SMITH, 999 Maple Street, Someplace, NY 10000. The check is dated and payable to the order of. The routing number is circled and labeled 'Routing number'. The account number is circled and labeled 'Account number'. A note says 'Do not include the check number'. The MICR line at the bottom shows the routing and account numbers: ⑆09009009⑆ 135290246 1234.

The routing and account numbers may appear in different places on your check. Do not use a deposit slip to verify the routing number. The nine (9)-digit routing number should start in the range of 01-12; 21-32 or 61-72. It must not start with a 5. If you want your paycheck deposited into a savings account, contact your financial institution for the routing and account number.

EFT Direct Deposit Information

Agent Name : _____ Bank Name: _____
Contact Number: _____ Branch Location: _____
Contact Name: _____ Branch City, State, Zip: _____
AGLA Service Number: _____ Bank Phone NO: _____
Remit Address: _____ Checking or Savings
City, State, Zip: _____ Cancel EFT
Transit Routing No: _____ Change Account or Transit Routing No.
Bank Account No: _____ (Please include a copy of your new blank check or deposit slip for account verification)

Authorization

I authorize American General Life and Accident Insurance Company (AGLA) and the Bank listed above to issue electronic funds transfers for payment of commissions directly to my account. If funds to which I am not entitled are deposited to my account, I authorize AGLA to direct the bank to return said funds. This authority shall remain in effect until I cancel.

Agent Signature

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



American General Life and Accident Insurance Company

APPOINTED AGENT AGREEMENT
(this "Agreement")

by and between

American General Life and Accident Insurance Company (the "Primary Company")
and each Affiliated made a party to this Agreement,

and

("Appointed Agent")

If Appointed Agent is a Corporation, the full corporate name must appear above, and an authorized officer must sign and indicate the officer's title. If Appointed Agent is some other legal entity, the full name of such entity must appear above, and a person authorized to sign must sign and indicate such person's title.

Individual

Social Security Number: _____ - _____ - _____

Corporation or Other Legal Entity

Tax Identification Number: _____

Appointed Agent:

Signature

Date

Third-Party Acknowledging Above-Signed Appointed Agent as Subagent:

Signature (principal)

Date

Legal Name of Corporation, Partnership, or Legal Entity

Tax ID Number

The products of Primary Company and each Affiliated Company are separately underwritten and independently supported by each respective Company.

To be completed by Primary Company:

Contract Date: _____

Appointed Agent Number: _____

Authorized Company Signature: _____

RECITALS

Appointed Agent has executed an appointment application requesting appointment by the Primary Company and one or more Affiliated Insurers.

This Agreement and all other written agreements between the parties hereto which reference this Agreement, comprise Appointed Agent's contract with the Primary Company and each Affiliated Company made a party to this Agreement.

Execution of this Agreement by Appointed Agent evidences Appointed Agent's agreement to transact business in accordance with the terms and conditions set forth in this Agreement with the Primary Company and each applicable Affiliated Company. Primary Company executes this Agreement on its own behalf, and on behalf of each Affiliated Company.

DEFINITIONS

- A. Primary Company – the company that executes this Agreement, as indicated on the first page hereof. The Primary Company may assume certain responsibilities such as performing background checks and providing convention credits and other sales incentives, if any, to Appointed Agent.
- B. Affiliated Insurer - whether singular or plural, is any life insurance subsidiary of American International Group, Inc. ("AIG"), other than the Primary Company, which appoints Appointed Agent to transact business with such Affiliated Company, and which is made a party to this Agreement by means of one or more amendments attached hereto, or otherwise.
- C. Company - the term Company as used in this Agreement refers jointly and severally to the Primary Company and each Affiliated Company made a party to this Agreement.
- D. Jurisdiction - Eligibility for, or receipt of, override compensation on another agent's business and/or otherwise being designated as a subordinate agent of another entity as reflected in Company's records.
- E. Appointed Agent - refers to the person or entity identified on the first page of this Agreement that, as Subagent of another entity, solicits, procures, or otherwise participates in the solicitation or procurement of applications for insurance and annuities for Company. Company has no obligation to pay such Appointed Agent any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses incurred pursuant to this Agreement.

1. EFFECTIVE DATE

This Agreement effective as of the Contract Date indicated on the first page hereof, is by and between the Primary Company and each Affiliated Insurer, on the one hand, and Appointed Agent, on the other hand. This Agreement applies to all group and individual insurance policies and annuity contracts written by Appointed Agent on or after the effective date of this Agreement.

2. APPOINTMENT AND AUTHORIZATION

Company hereby agrees to appoint and contract with Appointed Agent and Appointed Agent agrees to:

2.1 Solicit Policies

Solicit and procure personally, and through Subagents recommended by Appointed Agent and appointed by Company, applications for products approved by Company for sale by Appointed Agent. No solicitation is permitted unless Appointed Agent and all Subagents recommended by Appointed Agent and appointed by Company have been contracted and have satisfied any applicable state appointment and other requirements.

2.2 Deliver Policies

Promptly make proper delivery of policies or certificates of insurance and annuity contracts issued by Company on such applications and to collect the first premiums on such policies and remit same to Company, all subject to the provisions hereof and all written policies and procedures of Company.

2.3 Service Policies

Service customers, endeavor to maintain in force any business in place with Company and perform such other duties to aid the purposes of this Agreement as requested by Company.

2.4 Recruit

If eligible under Company's rules and authorized by Company, recruit and recommend Subagent candidates to Company provided they are licensed, or eligible to be licensed, by the appropriate insurance regulatory authority and otherwise meet all Company standards as may then be in effect.

2.5 Contracting

No Appointed Agent contract shall be effective until Company has approved Appointed Agent, appointed Appointed Agent in accordance with applicable state laws and executed the Appointed Agent contract.

3. LIMITATIONS AND PROHIBITIONS

Appointed Agent's authority extends no further than as stated in this Agreement. Appointed Agent has no authority to take any action adverse to the interests of Company or its customers, or contrary to State regulations or the rules of Company, including but not limited to the following:

3.1 Licensing

Appointed Agent shall conduct business only in those states or territories in which Appointed Agent has been licensed by the appropriate regulatory agencies and appointed by the Company in accordance with state laws. Appointed Agent shall not permit Subagents to conduct business in states where they have not been licensed and appointed in accordance with state laws.

Appointed Agent must have the appropriate licenses and appointments in each state where a Subagent is conducting business to receive overrides or overwrites on business produced in the various states.

3.2 Territory

Appointed Agent may solicit, and, where authorized by Company, shall permit Subagents under the jurisdiction of Appointed Agent to solicit, applications only in states or territories in which Company is admitted to do business and only for those products offered by Company in each such state or territory. The right to solicit in these states or territories shall be nonexclusive.

3.3 Advertising

Appointed Agent may not issue, print, or circulate any advertisement or sales material concerning Company or Company products without first obtaining prior written approval from Company. Appointed Agent shall only use such advertisements or sales materials approved by Company and may use superseded advertisement and sales materials previously created by Company that have been replaced only after first obtaining prior written approval from Company.

3.4 Use of Company American General Name and Logo

Appointed Agent is authorized to use the American General Life and Accident Logo and other related "American General Life and Accident terms, names, Company names, and logos (including product-related logos)" only in connection with Appointed Agent's solicitation, sale and servicing of Company products and only after having obtained prior written approval from Company for each such use. "American General Life and Accident terms, names, Company names, and logos (including product-related logos)" refers to company, marketing, and product names and/or other symbols or logos that

contain the term “American General Life and Accident,” “AGLA” and “American General” or which are otherwise owned by American General Life and Accident Insurance Company or any of its parent companies. Appointed Agent’s authority to use “American General Life and Accident terms, names, Company names, and logos (including product-related logos)” shall automatically terminate upon termination of this Agreement. Business cards, stationery and any other materials using Company names, symbols, or logos, where multiple copies may have been printed or reproduced, must be destroyed when this Agreement terminates.

3.5 Policy Coverage and Delivery

Appointed Agent shall not:

- a. Deliver or cause to be delivered any policy or certificate of insurance of Company unless the applicant is in good health and insurable at the time of delivery of said policy in accordance with Company's underwriting rules. Company rules include a prohibition against delivery of a policy if there has been a change in the applicant's health unless delivery is approved by the Underwriting Department.
- b. Accept risks, pass upon insurability, or bind Company in any way other than as stipulated in one of the conditional receipt forms or other temporary insurance forms of Company and then only if such receipt is delivered to the insurance applicant in accordance with Company rules and practices.

3.6 Rebating

Appointed Agent shall not:

Directly or indirectly provide as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy.

3.7 Disclosure to Clients

Appointed Agent shall not:

- a. Make any misrepresentation, incomplete comparison or unsuitable recommendation in order to induce a policyowner of Company or any other company to convert, lapse, forfeit, or replace his insurance therein.
- b. Guarantee dividends or interest rates.
- c. Alter or waive the terms of any Products.
- d. Extend the time of paying any premium.

3.8 Funds

Appointed Agent shall not:

- a. Collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments.
- b. Deposit any cash or negotiable instruments representing payment of any premium including the first except as otherwise instructed by Company.
- c. Withhold, commingle or convert to the use of Appointed Agent or to the benefit of others, any monies, securities, policies or receipts belonging to Company, the applicant or the insured.

3.9 Status

Appointed Agent shall not:

Represent that Appointed Agent is an employee, partner or joint venture partner of Company.

3.10 Fair Competition

Appointed Agent shall not:

- a. Make disparaging oral or written remarks about competitors or dissuade a consumer from doing business with a competitor, if the information is not accurate and complete.
- b. Appear to represent, and must avoid the appearance of representing, personal political activity as activity on behalf of Company.

3.11 Agreements

Appointed Agent shall not:

- a. Contract or incur any debt, obligation or other liability in the name of Company.
- b. Enter into agreements involving the splitting or sharing of commissions with unlicensed persons not appointed with Company.

3.12 Practice

Appointed Agent shall not:

Introduce, amend or terminate any methods, procedures or business standards of Company without Company's prior written consent.

3.13 Proceedings and Contracts

Appointed Agent shall not:

Institute legal proceedings arising out of transactions which directly or indirectly relate to Company, Company business, or contract debts on behalf of Company.

4. RELATIONSHIP

- 4.1 The relationship between Company and Appointed Agent shall be that of independent contractors.
- 4.2 Nothing contained herein shall be construed as creating the relationship of employer and employee for any purpose, including tax purposes. Appointed Agent agrees to be responsible for all taxes as a self-employed independent contractor.
- 4.3 Appointed Agent's individual contractual relationships with any persons shall have no bearing on Company's right to enter into contractual relationships with those same persons.
- 4.4 Appointed Agent shall be free to exercise independent judgment to determine the time and manner in which Appointed Agent shall perform the services authorized under this Agreement, subject to the applicable laws, regulations and Company rules and instructions.

5. ASSIGNMENT

- 5.1 Appointed Agent may not assign this Agreement or any duties hereunder to any third party without the advance written consent of Company. Company will not be responsible for any consequences, including tax consequences, of any assignment.

6. APPOINTED AGENT RESPONSIBILITIES

6.1 State Laws / Regulations

Appointed Agent agrees to keep informed of and to comply with the laws and regulations of each state and territory where Appointed Agent conducts business.

6.2 Company's Rules / Regulations

Appointed Agent agrees to comply with Company's current methods, procedures, compliance standards (including but not limited to Company's compliance manual), rules and regulations pertaining to the conduct of business covered by this Agreement, as well as any system of review and control of such, including a method of Appointed Agent sanctions as may be used by Company. Adherence to such rules and regulations shall not negate the intent of Section 4 of this Agreement.

6.3 Insurance

Appointed Agent agrees to maintain errors and omissions insurance covering the activities, actions and failures to act when required or appropriate, relative to representation of Company.

Such coverage shall be with a carrier and for amounts and deductibles acceptable to Company. Appointed Agent must provide evidence of such coverage of Company incident to entering into this Agreement, and periodically thereafter as requested by Company.

6.4 Product Familiarity

Appointed Agent agrees to become fully informed as to the provisions and benefits of each product offered by Company for which Appointed Agent solicits applications and to represent such products accurately and fairly to prospects. Appointed Agent shall be responsible for supervising and training Appointed Agent's Subagents and employees (if applicable). Training shall ensure that each Subagent, and each employee to the extent applicable in connection with subsections c. and d.:

- a. is fully informed as to the provisions and benefits of each product offered by Company for which the Subagent solicits applications;
- b. represents such products accurately and fairly to prospective purchasers;
- c. is aware of and complies with the applicable laws of each state and territory in which Subagent conducts business; and
- d. becomes fully informed of and acts in compliance with all Company rules and procedures.

6.5 Confidential Information and Agent Privacy Obligations.

- a. Appointed Agent and Company (each hereinafter referred to individually as "Party" and collectively as "parties") agree to use one another's Confidential Information (defined below) solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other Party. Appointed Agent and Company will advise and cause their respective employees, directors, officers, accountants, attorneys, representatives and agents ("Representatives") who will have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement or as required by law and any such use or disclosure shall be at all times and in all events on the terms of and in compliance with the restrictions of this Agreement. "Confidential Information" includes the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party's respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, customers lists, strategic alliances, plans, reports, analyses, studies, models, sales data, marketing materials (including, without limitations, illustrations, disclosures and consumer advertising), or any other secret or confidential work, knowledge, know-how, trade secret or business information of each Party or its respective affiliates, any information relative to any products, business procedures, coverage, or underwriting rates or pricing. "Confidential Information" also includes all records, files, input materials, reports, books or records, forms and other data, received, collected, provided to, data processed, used or stored by Appointed Agent pursuant to this Agreement, including, without limitation, applicant, contract or policy owner information and files and financial and health information. Confidential Information does not include information which is or becomes (i) generally available to the public at the time of disclosure, or (ii) was independently developed by either Party.
- b. Each Party agrees to indemnify and hold harmless the other Party and the affiliates, shareholders, directors, officers, employees, agents and advisers of such other Party from any and all damages and losses, costs or expenses incurred as a result of the failure of such Party or its Representatives to perform its confidentiality obligations hereunder.
- c. Upon the request of either Party at any time after the termination of this Agreement, all Confidential Information (and all copies, extracts or other reproductions made by the other Party or its Representatives in whole or in part, and all documents and other writings prepared by either Party or its Representatives based on Confidential Information) will be returned to appropriate Party, or,

with the written permission of such Party, be destroyed, with such destruction to be certified in writing by an authorized officer of the Party supervising such destruction and such Confidential Information shall not be retained by the other Party or its Representatives in any form.

- d. In the event that any Party hereto becomes legally compelled to disclose any of the Confidential Information or take any other action prohibited by this Agreement, the Party so legally compelled will provide the other Party with prompt written notice for the purpose of enabling the other Party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within thirty (30) days of such written notice to the other Party, the Party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such Party's counsel, legally required, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- e. Except to the extent directly required to perform its obligations under this Agreement, or as otherwise specifically authorized in writing by Company, Appointed Agent (and all of its employees, officers, directors, accountants, attorneys, representatives and agents) shall hold in the strictest confidence and not disclose to any entity or person, at any time, whether during or following the term of this Agreement, (i) any written, electronic or oral information directly or indirectly related to applicants, policyholders, certificate holders, other insured individuals who are not policyholders or certificate holders of Company (all of whom are collectively referred to hereinafter as "Policy Holders"); and (ii) any other written, electronic or oral information that Company discloses or makes available to Appointed Agent, or that Appointed Agent receives from any other source, in connection with this Agreement or otherwise concerning Policy Holders provided by Company.
- f. Appointed Agent shall maintain security procedures to protect against improper disclosure or use of Health Information and Financial Information, and shall comply in full with the privacy and security requirements of the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any rules and regulations promulgated thereunder. Except to the extent otherwise required or specifically permitted by law, Appointed Agent's use and/or disclosure of Health Information or Financial Information shall be limited solely to the purposes for which such information is disclosed to Appointed Agent to perform its obligations under this Agreement. For purposes of this Agreement (i) "Health Information" shall be defined as information including demographic information relating to past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual and (ii) "Financial Information" shall be defined as personally identifiable financial information and any list, description or other grouping of individuals that is derived using any personally identifiable financial information other than publicly available information about any Policy Holder.
- g. Appointed Agent shall maintain appropriate administrative, technical and physical safeguards to assure that Health Information or Financial Information is not used or disclosed other than as provided by this Agreement or as required by law. Appointed Agent expressly warrants that all Appointed Agent personnel performing the Services hereunder (i) will be advised of, and appropriately trained regarding the confidentiality and privacy obligations under this Agreement and by law, and (ii) will comply in all respects with such obligations.
- h. Appointed Agent agrees to report to Company in writing within five (5) days of discovering the same, any use or disclosure of Health Information or Financial Information about Policy Holders not provided for in this Agreement or for a purpose not expressly permitted by law. To the extent such unauthorized use or disclosure occurs, Appointed Agent agrees to mitigate, to the greatest extent possible, any harmful effect thereof.

- i. Appointed Agent agrees that it will abide by the limitations of Company's current privacy policies as published by Company and as properly and reasonably communicated by Company to Appointed Agent from time to time.
- j. Appointed Agent agrees that Appointed Agent will abide by the terms of the HIPAA Business Associate Agreement attached as an Exhibit to this Agreement and incorporated herein.
- k. Appointed Agent's obligations under this Section 6.5 shall continue after termination of this Agreement.

6.6 Prompt Transmittal

- a. Appointed Agent shall transmit to the Home Office of Company by certified mail or overnight delivery, within 24 hours after receipt, any documents served upon Appointed Agent or Appointed Agent's employees in connection with any legal proceedings by or against Company. Appointed Agent should not act as Company's agent for service of process without written approval.
- b. Customer or other complaints, whether written or oral, shall be promptly transmitted in accordance with the provisions of Company compliance manual.

6.7 Remittances

All moneys or other properties belonging to Company, while in the custody of Appointed Agent, shall be held by Appointed Agent in a fiduciary capacity and shall not be commingled with other funds or properties held by Appointed Agent. They shall not be used by Appointed Agent for any purpose whatsoever but are to be reported and transmitted to Company in accordance with its instructions. Appointed Agent shall be responsible to Company for all moneys paid to or collected by Appointed Agent, its employees or its Subagents.

6.8 Expenses

Unless otherwise provided for in this Agreement or prohibited by state law, Appointed Agent agrees to pay all expenses incurred by Appointed Agent, Appointed Agent's employees, or Appointed Agent's Subagents in the performance of this Agreement including local and municipal fees and taxes (including occupational and privilege taxes) whether imposed on Appointed Agent or Company or appointees of Appointed Agent with no right of reimbursement.

6.9 Indemnification and Hold Harmless Provision

Appointed Agent agrees to indemnify and hold harmless Company and Company's affiliates, and their respective officers, directors, shareholders, and employees from all losses, expenses, costs or damages including reasonable attorney's fees and expenses resulting from any acts or omissions by Appointed Agent, Appointed Agent's employees, and Subagents which violate the terms of this Agreement, or which result from any acts or omissions by any employee or Subagent recruited by or otherwise assigned to Appointed Agent's jurisdiction or hired by Appointed Agent.

Appointed Agent agrees that Company has no obligation to pay Appointed Agent any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses incurred by Appointed Agent in performance of the terms of this Agreement. Appointed Agent expressly represents that Appointed Agent will look solely for any compensation or reimbursement arising from such activities and services to the third-party having Jurisdiction over Appointed Agent as a Subagent. Appointed Agent agrees to indemnify and hold Company harmless from any claim by Appointed Agent or any Subagent in Appointed Agent's Jurisdiction in any way related to compensation with respect to the sale of Company's products.

6.10 Records

Appointed Agent agrees to maintain, safeguard, and produce upon request for inspection, complete and accurate files of transactions related to Company.

- a. Appointed Agent agrees that all records in the possession of or under the control of Appointed Agent which are connected with or relate to business transacted under this Agreement shall be open to inspection without notice and shall be fully disclosed to Company. Appointed Agent also agrees that the accounts of Company shall be competent and conclusive evidence of the state of Appointed Agent's accounts.
- b. Appointed Agent agrees to maintain a file for each client, in accordance with the minimum requirements set forth by Company and as required by law.

6.11 Indebtedness and Other Obligations

- a. Appointed Agent shall be responsible for any indebtedness owed to Company by Appointed Agent and Appointed Agent's Subagents.
- b. In the event of Appointed Agent's failure to pay any indebtedness of Appointed Agent or Appointed Agent's Subagent to Company immediately upon demand, Company may elect to exercise any and all of its rights and remedies allowed under this Contract, any other contract between Appointed Agent and Company, and any right or remedy existing at law or in equity. Company's option not to exercise any such rights or remedies shall not be construed as a waiver of the right to exercise any such rights or remedies at a later date. An exercise by Company of any of its rights or remedies shall not prevent the concurrent or subsequent exercise or any of its other rights or remedies.
- c. All indebtedness of Appointed Agent to Company, whether occurring before or after termination of this Contract, and all rights and remedies of Company to recover the same, shall survive the termination of this Contract.

The term indebtedness includes, but is not limited to, loans, financing arrangements and any other debts of Appointed Agent or Appointed Agent's Subagents.

6.12 Property

Appointed Agent agrees to return on demand all property of Company. Property shall include, but is not limited to: rate books, manuals, supplies, applications, policyholder records, video tapes, computer hardware and software, advertising and sales literature, any business cards, stationary, envelopes, business forms, and all other Company materials and any materials displaying Company or AIG American General logo as described in Section 3.4, Use of Company and American International Group, Inc. Names and Logo.

6.13 Duties of Agent Relating to SmartPad®

Appointed Agent shall:

- a. diligently safeguard any SmartPad device assigned and delivered to Appointed Agent from loss, damage, theft, destruction, or other casualty or misuse while said device is in Appointed Agent's possession;
- b. maintain absolutely secret the Personal Password for the SmartPad assigned to Appointed Agent, not disclosing it to any person during the term of this Agreement or thereafter;
- c. be personally responsible and accountable for all transactions involving Appointed Agent's assigned SmartPad device where Appointed Agent's Personal Password is used, including but not limited to, moneys due Company resulting from these transactions;
- d. in the event of theft of a SmartPad device, immediately report such theft to the appropriate law enforcement agency and to Company's home office and provide Company's home office with a copy of the law enforcement agency's theft report as soon as it becomes available;

- e. in the event of other loss, damage, destruction, or other casualty to the Device, report such event immediately to Company's home office;
- f. upon the termination of this Agreement, surrender the SmartPad device as directed by Company; and
- g. execute and comply with the terms of any agreement governing the terms of Appointed Agent's use of the SmartPad device;

6.14 Subagent

- a. Appointed Agent shall promptly notify Company, in writing, if Appointed Agent terminates an employment or other contractual relationship with a Subagent of Appointed Agent. Company may terminate its appointment of Appointed Agent's Subagent at any time.
- b. Appointed Agent shall be financially responsible to Company for the acts of Appointed Agent's Subagents and employees, and shall promptly report to Company, in writing, any known or alleged misappropriation of funds by such Subagents or employees regardless of whether such known or alleged misappropriation is with respect to funds of Company or funds of any other person or company.

7. Appointed Agent Representations

By executing this Agreement, Appointed Agent makes the following representations:

- a. Appointed Agent has read, understands, and will abide by the terms of this Agreement.
- b. Appointed Agent has reviewed this Agreement with counsel or has voluntarily chosen not to do so.
- c. Appointed Agent will abide by the current policies and procedures of Company, whenever Appointed Agent is acting as an Appointed Agent of Company.
- d. If Appointed Agent is a corporation or a partnership, each and every individual who signs this Agreement for Appointed Agent jointly and severally guarantees the performance of all the obligations hereunder and warrants that such individual has been authorized to execute this Agreement.
- e. Appointed Agent has received, read, understands, and will abide by the contents of Company's compliance manual.

8. TERMINATION

- a. **Automatic Termination.** This Agreement shall automatically terminate upon:
 - (i) the death of Appointed Agent if Appointed Agent is an individual;
 - (ii) the dissolution of the partnership or upon the death of a partner if Appointed Agent is a partnership or a limited liability partnership;
 - (iii) the dissolution of the corporation or company if Appointed Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
 - (iv) the sale of a majority or controlling interest of the corporation or company, if Appointed Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
 - (v) nonrenewal of Appointed Agent's resident license;
 - (vi) termination of Appointed Agent's status as a Appointed Agent under this Agreement.
- b. **Immediate Termination.** This Agreement may be terminated immediately at Company's sole discretion upon:
 - (i) the filing of a voluntary petition in bankruptcy or for reorganization by Appointed Agent; or
 - (ii) the filing of an involuntary petition in bankruptcy or for reorganization against Appointed Agent.

- c. **Written Notice.** This Agreement may be terminated either by Company or by Appointed Agent upon 30 days written notice to the other party. Appointed Agent's authority to solicit, procure, or otherwise participate in the solicitation or procurement of applications for insurance and annuities for Company shall terminate on the date specified within the notice.
- d. **Termination for Cause.**

This Agreement may be terminated for cause by Company immediately upon written notice to Appointed Agent if Appointed Agent:

- (i) Wrongfully withholds or misappropriates any funds, insurance policies, annuities, vouchers or other property belonging to the applicant, policyowner, and contract owner, or Company;
- (ii) Endeavors to induce Company's policyholders to surrender, replace or lapse their policies;
- (iii) Acts to materially prejudice the interests of or to discredit Company;
- (iv) Fails to comply with the terms or conditions of this Agreement, or Company's policies and procedures;
- (v) Loses Appointed Agent's license due to revocation;
- (vi) Violates any insurance law or regulation;
- (vii) Commits any fraud upon Company or its policyholders; or
- (viii) Directly or indirectly endeavors to induce Marketing General Agents, Standard Agents, Appointed Agents, or any other agents of Company to discontinue their contracts with Company or to participate in such activity.

For a period of two years following a contract termination made pursuant to Sections 10.a., b., and c., Company reserves the right to convert said termination to a termination for cause upon the determination by Company that an activity or event listed in 10.d. (i-viii) occurred either before the initial termination or within two years after the initial termination.

9. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

Appointed Agent must at all times have the capacity to communicate with Company through electronic mail and to accept electronic transactions including, but not limited to, electronic fund transfers, receiving and sending email correspondence and receiving internet communications.

10. WAIVER

Failure of Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when same shall become known to it, shall not operate as a waiver of such conditions nor release Appointed Agent from Appointed Agent's obligation to perform all requirements of this Agreement strictly in accordance with its terms.

11. PRODUCTION AND PERSISTENCY

Company shall have the right to establish minimum production and persistency standards as a requisite to Appointed Agent maintaining this Agreement, which standards Company shall be free to amend, in its sole discretion.

12. PREVIOUS CONTRACTS

- a. Except as otherwise provided below, by execution of this Agreement, all previous agent or agency contracts, including any compensation schedules and supplements to such contracts, between Company and Appointed Agent other than single case commission agreements, are terminated as of the effective date of this Agreement. Appointed Agent's right to compensation from Company or its subsidiaries and affiliates under a previous contract with Appointed Agent is not hereby terminated and shall be determined under the contract in effect when any application(s) for new business were written.

- b. Notwithstanding this termination, any lien or claim that Company has or may have against Appointed Agent under any previous agreement shall continue.
- c. Nothing in this Agreement shall be deemed to terminate a Appointed Agent's obligations under the Covenant Not To Solicit or Covenant Not To Induce provisions of a previously-executed Sales Employee Employment Agreement or under similar provisions of any other employment agreement with Company.
- d. Nothing in this Agreement shall be deemed to terminate the applicability of any employment dispute resolution program under a previously-executed Sales Employee Employment Agreement or other employment agreement with Company with respect to employment-related legal claims between the Company and Sales Employee as described in such previously-executed Sales Employee Employment Agreement or other employment agreement with Company.

13. SECTION HEADINGS

The titles of the sections of this Agreement are for convenience only and will not be construed as limiting, defining, or affecting the substantive terms of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. However, Appointed Agent's right to remuneration from commissions on products issued by Company under a previous agreement is not affected except as provided in Section 6.12 Indebtedness and Other Obligations and Section 14 Previous Contracts hereof.

15. MODIFICATIONS

This Agreement cannot be modified or changed by any oral promise or statement by whomsoever made. No written modification will bind Company unless it is signed by an authorized officer of Company and specifically expresses an intention to modify or change this Agreement.

16. EXONERATION CLAUSE

Should any legislation, court decision or ruling of any state insurance department render any provision of this Agreement unlawful, it is mutually agreed that any changes in this Agreement as may be necessary shall be made without loss, damage or other expense to Company.

17. NOTICE AND GOVERNING LAW

- a. Any notice under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. Mail addressed to Appointed Agent's last known address or to Company at its home office, whichever applies.
- b. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. ARBITRATION

- a. Any and all disputes arising under this Agreement shall be settled by arbitration in Nashville, Tennessee or such other place as may be mutually agreed upon by the parties, under the Commercial Arbitration Rules of the American Arbitration Association, and judgment may be entered upon the award in any court of competent jurisdiction.

- b. In any such arbitration, the arbitrator will decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. Following the arbitration hearing, the arbitrator shall issue a decision and a separate written decision which, in a well-reasoned manner, summarizes the reasoning behind the decision and the legal basis for the decision. The separate written decision will be kept confidential by the arbitrator and by all parties. The decision will not be reviewable by any court for errors of law or fact.
- c. The determination of the arbitrator shall be final and binding upon all parties. The costs of arbitration shall be borne equally by both parties.

19. FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION

- a. By execution of this Agreement, Appointed Agent represents and warrants that Appointed Agent has not been convicted of any criminal felony involving dishonesty or breach of trust, or has obtained the required written authorization or written consent from the Department(s) of Insurance in the state(s) in which Appointed Agent transacts insurance business, in which case Appointed Agent shall advise Company of such conviction and furnish such authorization or consent for Company's examination.
- b. Should Appointed Agent at any time while this Agreement is in effect be convicted of a criminal felony involving dishonesty or breach of trust, Appointed Agent agrees to immediately notify Company in writing of the felony conviction. Appointed Agent understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 (18 U.S.C.S. Sec. 1033, 1034) may result in disciplinary action up to and including termination for cause by Company.

20. CONDUCT OF BUSINESS

Company may make such changes and decisions as it deems advisable in the conduct of its business, including the discontinuance of any policy form or the withdrawal from any State or territory, and Company shall incur no liability to Appointed Agent by reason of its doing so. Company shall have the right to test market any product on a select basis without making the product available to all agents or in all locations.

21. INVESTIGATION NOTICE

The undersigned hereby authorizes Company to conduct an investigation of all signatories of this agreement including character, credit reputation and personal traits, and releases those contacted and Company from any liability with respect to the content of the information provided and any resulting action by Company.

IN WITNESS WHEREOF, Company has caused this Agreement to be signed by its duly authorized officer, and Appointed Agent has caused the same to be signed, the date and year first above written.



American General Life and Accident Insurance Company
American General Center • Nashville, TN 37250-0001

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EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”), effective as the date of the Appointed Agent Agreement to which it is attached, is between the Appointed Agent named in such Appointed Agent Agreement (hereinafter referred to as “Appointed Agent”) and Company, as that term is defined in such Appointed Agent Agreement (hereinafter referred to as “Company”).

WHEREAS, the parties have entered into an agreement (“Services Agreement”) under which Appointed Agent provides insurance sales and other services to or on behalf of Company;

WHEREAS, in connection with these services, Company may disclose to Appointed Agent or Appointed Agent may create, have or receive access to individually identifiable health information or protected health information (“Protected Health Information” or “PHI”, as defined in 45 C.F.R. Sec. 164.501) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any applicable rules or regulations promulgated thereunder;

WHEREAS, Appointed Agent is a Business Associate as that term is defined by HIPAA regulations; and

WHEREAS, the purpose of this Agreement is to satisfy and comply with the requirements of HIPAA regulations, including the privacy rule and the Business Associate agreement requirements set forth in applicable HIPAA regulations, as may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as set forth in the HIPAA regulations 45 C.F.R. Parts 142 and 160-164.
2. **PHI Uses and Disclosures.**
 - A. Appointed Agent shall maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the Services Agreement and any addendum thereto and to fulfill the purpose of this Agreement, consistent with Company’s notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate the HIPAA regulations and applicable rules and regulations, if done by Company.
 - B. Appointed Agent, and its officers, directors, employees, contractors and agents, shall:
 - (a) Not use or further disclose PHI other than as permitted or required by the Services Agreement and this Agreement or any addendum thereto or as required by law.
 - (b) Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards of the HIPAA security regulations.
 - (c) Report to Company’s Privacy Officer in writing any security incident, or any use or disclosure of PHI that is not permitted by this Agreement or any addendum of which Appointed Agent becomes aware within five (5) business days of Appointed Agent’s discovery of the unauthorized use or disclosure. A “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Appointed Agent’s report shall identify: (i) the nature of the unauthorized use, disclosure or security incident, (ii) the PHI used or disclosed (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what

Appointed Agent has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or security incident (v) what corrective action Appointed Agent has taken or shall take to prevent future similar unauthorized use, disclosure, or security incident and (vi) any other information as reasonably requested by Company's Privacy Officer.

- (d) Require all of its subcontractors or agents that receive or have access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this Agreement, including the obligation to return or destroy the PHI as provided for below.
- (e) Make Appointed Agent's internal practices, books, and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for purposes of determining Appointed Agent's and Company's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges; provided that, Appointed Agent shall immediately notify Company upon receipt by Appointed Agent of any such request.
- (f) Within ten (10) days of receiving a written request from Company, provide to Company such information as is requested by Company, if any, to permit Company to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Appointed Agent directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Appointed Agent will forward such request immediately to Company and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Appointed Agent shall make reasonable efforts to cooperate with Company in responding to any such requests and enabling Company to comply with federal laws and regulations regarding the timing of response to such requests.
- (g) Upon termination of this Agreement, return or destroy (with the permission of Company) all PHI that it maintains in any form pursuant to this Agreement, and retain no copies of such information. A senior officer of Appointed Agent shall certify in writing to Company within thirty (30) days after termination of this Agreement that all PHI has been returned or destroyed and Appointed Agent retains no PHI. However, if Company determines that such return or destruction is not feasible, Appointed Agent will continue to extend the protections of this Agreement to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of this Agreement.

3. **Termination.** In the event Appointed Agent breaches a material obligation under this Agreement, including the provisions governing the confidentiality and security of PHI, Company may require Appointed Agent to cure the breach within a reasonable time period not less than thirty (30) days. If Appointed Agent does not cure the breach within that time, Company may terminate the Services Agreement and this Agreement upon written notice.
4. **Notice of Privacy Practices.** Company shall provide to Appointed Agent a copy of its notice of privacy practices; Appointed Agent agrees that it will abide by the limitations of any such notice of privacy practices published by Company.
5. **Changes in Use.** Company shall notify Appointed Agent of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Appointed Agent's use or disclosure of PHI.
6. **Restrictions On Use.** Company shall notify Appointed Agent of any restriction to the use or disclosure of PHI Company has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Appointed Agent's use or disclosure of PHI.

7. **State Law Compliance.** To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Appointed Agent shall be made in accordance with the law.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. **Notice of Investigation.** Appointed Agent shall notify Company immediately upon receipt of notice of an investigation or of a lawsuit filed against Appointed Agent related to or arising from the use or disclosure of PHI by Appointed Agent pursuant to this Agreement.
10. **HITECH Act Applicability.** Appointed Agent understands and agrees that enactment of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate Appointed Agent under the HIPAA Privacy and Security Rules. Any requirements applicable to Appointed Agent under the HITECH Act are hereby incorporated into this Agreement. Appointed Agent agrees to comply with each of the requirements imposed under the HITECH Act, as of the applicable effective dates of each such requirement, including monitoring federal guidance and regulations published pursuant to the HITECH Act, and timely compliance with any such guidance and regulations issued pursuant to the HITECH Act.
11. **Injunctive Relief.** Appointed Agent agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or a threatened breach by Appointed Agent of the terms of this Agreement, Company shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Company from pursuing any other remedies available to it for such breach, and Company's rights under this Agreement related to injunctive relief, if any, shall be cumulative.
12. **Indemnification.** To the extent permitted by law, Appointed Agent agrees to indemnify and hold harmless and defend Company and its affiliates and its and their officers and directors, employees and agents from and against all claims, demands, liability, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including without limitation, attorney's fees, defense costs, and equitable relief) for any damage or loss incurred by Company arising out of, resulting from or attributable to any acts or omission of Appointed Agent in connection with the performance of Appointed Agent's duties under this Agreement.
13. **Continuation of Obligations.** Appointed Agent's obligations under Sections 11 and 12 shall continue after termination of this Agreement.
14. **Conflict.** This Agreement governs the obligations of Appointed Agent and Company with respect to privacy issues only, and the Services Agreement shall govern as to all other issues. If there is any conflict between the Services Agreement and this Agreement, this Agreement shall control.
15. **Amendment of Agreement.** In the event of a change in the HIPAA regulations or state or federal law or requirements affecting the use or disclosure of PHI, Company may amend this Agreement as necessary to comply with the change in the law or regulation. Company and Appointed Agent agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date.
16. **Ambiguity.** Any ambiguity of the terms shall be resolved to permit Company to comply with HIPAA, its applicable regulations and the privacy rule.



American General Life and Accident Insurance Company

**STANDARD AGENT
AGREEMENT**
(this "Agreement")

by and between

American General Life and Accident Insurance Company (the "Primary Company")
and each Affiliated Insurer made a party to this Agreement,

and

("Standard Agent")

If Standard Agent is a Corporation, the full corporate name must appear above, and an authorized officer must sign and indicate the officer's title. If Standard Agent is some other legal entity, the full name of such entity must appear above, and a person authorized to sign must sign and indicate such person's title.

Individual

Social Security Number: _____ - _____ - _____

Corporation or Other Legal Entity

Tax Identification Number: _____

Standard Agent:

Signature

Date

The products of Primary Company and each Affiliated Insurer are separately underwritten and independently supported by each respective insurer.

To be completed by Primary Company:

Contract Date: _____

Standard Agent Number: _____

Authorized Company

Signature: _____

RECITALS

Standard Agent has executed an appointment application requesting appointment by the Primary Company and one or more Affiliated Insurers.

This Agreement, together with all Commission Schedules attached hereto and made a part hereof, and all other written agreements between the parties hereto which reference this Agreement, comprise Standard Agent's contract with the Primary Company and each Affiliated Insurer made a party to this Agreement.

Execution of this Agreement by Standard Agent evidences Standard Agent's agreement to transact business in accordance with the terms and conditions set forth in this Agreement with the Primary Company and each applicable Affiliated Insurer. Primary Company executes this Agreement on its own behalf, and on behalf of each Affiliated Insurer.

DEFINITIONS

- A. Primary Company – the company that executes this Agreement, as indicated on the first page hereof. The Primary Company may assume certain responsibilities such as performing background checks and providing convention credits and other sales incentives, if any, to Standard Agent.
- B. Affiliated Insurer - whether singular or plural, is any life insurance subsidiary of American International Group, Inc. ("AIG"), other than the Primary Company, which appoints Standard Agent to transact business with such Affiliated Insurer, and which is made a party to this Agreement by means of one or more Commission Schedules attached hereto, or otherwise.
- C. Company - the term Company as used in this Agreement refers jointly and severally to the Primary Company and each Affiliated Insurer made a party to this Agreement.
- D. Jurisdiction - Eligibility for, or receipt of, override compensation on another agent's business and/or otherwise being designated as a subordinate agent of another entity as reflected in Company's records.
- E. Standard Agent - the entity identified on the first page of this Agreement that solicits, procures, or otherwise participates in the solicitation or procurement of applications for insurance and annuities for Company.
- F. Subagent – the agent under Standard Agent's jurisdiction, that solicits, procures, or otherwise participates in the solicitation or procurement of applications for insurance and annuities for Company. Subagent shall be appropriately contracted with and appointed by Company, as provided in this Agreement.
- G. Appointed Agent - A Subagent of Standard Agent in some degree to whom or which Company has no obligation to pay any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses incurred by such Subagent in performance of the terms of Subagent's agreement with Company. Subagent is paid compensation or reimbursement arising from such activities and services by Standard Agent or some party other than Company.

1. EFFECTIVE DATE

This Agreement effective as of the Contract Date indicated on the first page hereof, is by and between the Primary Company and each Affiliated Insurer, on the one hand, and Standard Agent, on the other hand. This Agreement applies to all group and individual insurance policies and annuity contracts written by Standard Agent on or after the effective date of this Agreement.

2. APPOINTMENT AND AUTHORIZATION

Company hereby agrees to appoint and contract with Standard Agent and Standard Agent agrees to:

2.1 Solicit Policies

Solicit and procure personally, and through Subagents recommended by Standard Agent and appointed by Company, applications for products approved by Company and identified in any Commission Schedule attached to this Agreement. No solicitation is permitted unless Standard Agent and all Subagents recommended by Standard Agent and appointed by Company have been contracted and have satisfied any applicable state appointment and other requirements.

2.2 Deliver Policies

Promptly make proper delivery of policies or certificates of insurance and annuity contracts issued by Company on such applications and to collect the first premiums on such policies and remit same to Company, all subject to the provisions hereof and all written policies and procedures of Company.

2.3 Service Policies

Service customers, endeavor to maintain in force any business in place with Company and perform such other duties to aid the purposes of this Agreement as requested by Company.

2.4 Recruit

If eligible under Company's rules and authorized by Company, recruit and recommend Subagent candidates to Company provided they are licensed, or eligible to be licensed, by the appropriate insurance regulatory authority and otherwise meet all Company standards as may then be in effect.

2.5 Contracting

No Standard Agent contract shall be effective until Company has approved Standard Agent, appointed Standard Agent in accordance with applicable state laws and executed the Standard Agent contract.

3. LIMITATIONS AND PROHIBITIONS

Standard Agent's authority extends no further than as stated in this Agreement. Standard Agent has no authority to take any action adverse to the interests of Company or its customers, or contrary to State regulations or the rules of Company, including but not limited to the following:

3.1 Licensing

Standard Agent shall conduct business only in those states or territories in which Standard Agent has been licensed by the appropriate regulatory agencies and appointed by the Company in accordance with state laws. Standard Agent shall not permit Subagents to conduct business in states where they have not been licensed and appointed in accordance with state laws.

Standard Agent must have the appropriate licenses and appointments in each state where a Subagent is conducting business to receive overrides or overwrites on business produced in the various states.

3.2 Territory

Standard Agent may solicit, and, where authorized by Company, shall permit Subagents under the jurisdiction of Standard Agent to solicit, applications only in states or territories in which Company is admitted to do business and only for those products offered by Company in each such state or territory. The right to solicit in these states or territories shall be nonexclusive.

3.3 Advertising

Standard Agent may not issue, print, or circulate any advertisement or sales material concerning Company or Company products without first obtaining prior written approval from Company. Standard Agent shall only use such advertisements or sales materials approved by Company and may use superseded advertisement and sales materials previously created by Company that have been replaced only after first obtaining prior written approval from Company.

3.4 Use of Company American General Life and Accident Name and Logo

Standard Agent is authorized to use the American General Life and Accident Logo and other related “American General Life and Accident terms, names, Company names, and logos (including product-related logos)” only in connection with Standard Agent’s solicitation, sale and servicing of Company products and only after having obtained prior written approval from Company for each such use. “American General Life and Accident terms, names, Company names, and logos (including product-related logos)” refers to company, marketing, and product names and/or other symbols or logos that contain the term “American General Life and Accident,” “AGLA” and “American General” or which are otherwise owned by American General Life and Accident Insurance Company or any of its parent companies. Standard Agent’s authority to use “American General Life and Accident terms, names, Company names, and logos (including product-related logos)” shall automatically terminate upon termination of this Agreement. Business cards, stationery and any other materials using Company names, symbols, or logos, where multiple copies may have been printed or reproduced, must be destroyed when this Agreement terminates.

3.5 Policy Coverage and Delivery

Standard Agent shall not:

- a. Deliver or cause to be delivered any policy or certificate of insurance of Company unless the applicant is in good health and insurable at the time of delivery of said policy in accordance with Company’s underwriting rules. Company rules include a prohibition against delivery of a policy if there has been a change in the applicant’s health unless delivery is approved by the Underwriting Department.
- b. Accept risks, pass upon insurability, or bind Company in any way other than as stipulated in one of the conditional receipt forms or other temporary insurance forms of Company and then only if such receipt is delivered to the insurance applicant in accordance with Company rules and practices.

3.6 Rebating

Standard Agent shall not:

Directly or indirectly provide as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy.

3.7 Disclosure to Clients

Standard Agent shall not:

- a. Make any misrepresentation, incomplete comparison or unsuitable recommendation in order to induce a policyowner of Company or any other company to convert, lapse, forfeit, or replace his insurance therein.
- b. Guarantee dividends or interest rates.
- c. Alter or waive the terms of any Products.
- d. Extend the time of paying any premium.

3.8 Funds

Standard Agent shall not:

- a. Collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments.
- b. Deposit any cash or negotiable instruments representing payment of any premium including the first except as otherwise instructed by Company.

- c. Withhold, commingle or convert to the use of Standard Agent or to the benefit of others, any monies, securities, policies or receipts belonging to Company, the applicant or the insured.

3.9 Status

Standard Agent shall not:

Represent that Standard Agent is an employee, partner or joint venture partner of Company.

3.10 Fair Competition

Standard Agent shall not:

- a. Make disparaging oral or written remarks about competitors or dissuade a consumer from doing business with a competitor, if the information is not accurate and complete.
- b. Appear to represent, and must avoid the appearance of representing, personal political activity as activity on behalf of Company.

3.11 Agreements

Standard Agent shall not:

- a. Contract or incur any debt, obligation or other liability in the name of Company.
- b. Enter into agreements involving the splitting or sharing of commissions with unlicensed persons not appointed with Company.

3.12 Practice

Standard Agent shall not:

Introduce, amend or terminate any methods, procedures or business standards of Company without Company's prior written consent.

3.13 Proceedings and Contracts

Standard Agent shall not:

Institute legal proceedings arising out of transactions which directly or indirectly relate to Company, Company business, or contract debts on behalf of Company.

4. RELATIONSHIP

- 4.1 The relationship between Company and Standard Agent shall be that of independent contractors.
- 4.2 Nothing contained herein shall be construed as creating the relationship of employer and employee for any purpose, including tax purposes. Standard Agent agrees to be responsible for all taxes as a self-employed independent contractor.
- 4.3 Standard Agent's individual contractual relationships with any persons shall have no bearing on Company's right to enter into contractual relationships with those same persons.
- 4.4 Standard Agent shall be free to exercise independent judgment to determine the time and manner in which Standard Agent shall perform the services authorized under this Agreement, subject to the applicable laws, regulations and Company rules and instructions.

5. ASSIGNMENT

- 5.1 Company has entered into this personal service agreement with Standard Agent due in part to its assessment of Standard Agent's particular capabilities, and as such, Standard Agent is strictly prohibited from assigning or transferring this Agreement to any third party. No commissions or other compensation may be assigned without the advance written consent of Company. Any assignments approved by Company shall be subject to authorized deductions and indebtedness owed by Standard Agent to

Company and shall be subject to any and all Agreements between Standard Agent and Company. Company will not be responsible for any consequences, including tax consequences, of any assignment.

5.2 Company shall have the right to assign or transfer this Agreement or all of its interests herein to (i) any of its Affiliates; or (ii) any successor entity, in the event Company is, or any its Affiliates are, merged, consolidated or otherwise reorganized, or the business covered hereunder is transferred to or assumed by a third party. In the event of such assignment or transfer, the Parties agree to execute such documents as necessary to effect any such transfer and assign of this Agreement.

6. STANDARD AGENT RESPONSIBILITIES

6.1 State Laws / Regulations

Standard Agent agrees to keep informed of and to comply with the laws and regulations of each state and territory where Standard Agent conducts business.

6.2 Company's Rules / Regulations

Standard Agent agrees to comply with Company's current methods, procedures, compliance standards (including but not limited to Company's compliance manual), rules and regulations pertaining to the conduct of business covered by this Agreement, as well as any system of review and control of such, including a method of Standard Agent sanctions as may be used by Company. Adherence to such rules and regulations shall not negate the intent of Section 4 of this Agreement.

6.3 Insurance

Standard Agent agrees to maintain errors and omissions insurance covering the activities, actions and failures to act when required or appropriate, relative to representation of Company.

Such coverage shall be with a carrier and for amounts and deductibles acceptable to Company. Standard Agent must provide evidence of such coverage of Company incident to entering into this Agreement, and periodically thereafter as requested by Company. Failure to do so will result in action including but not limited to a hold on commissions due Standard Agent, if any, which commissions will be released only when Company receives acceptable evidence of coverage.

6.4 Product Familiarity

Standard Agent agrees to become fully informed as to the provisions and benefits of each product offered by Company for which the Standard Agent solicits applications and to represent such products accurately and fairly to prospects. Standard Agent shall be responsible for supervising and training Standard Agent's Subagents and employees (if applicable). Training shall ensure that each Subagent, and each employee to the extent applicable in connection with subsections c. and d.:

- a. is fully informed as to the provisions and benefits of each product offered by Company for which the Subagent solicits applications;
- b. represents such products accurately and fairly to prospective purchasers;
- c. is aware of and complies with the applicable laws of each state and territory in which Subagent conducts business; and
- d. becomes fully informed of and acts in compliance with all Company rules and procedures.

6.5 Confidential Information and Agent Privacy Obligations.

- a. Standard Agent and Company (each hereinafter referred to individually as "Party" and collectively as "parties") agree to use one another's Confidential Information (defined below) solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other Party. Standard Agent and Company will advise and cause their respective employees, directors, officers, accountants, attorneys, representatives and

agents (“Representatives”) who will have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement or as required by law and any such use or disclosure shall be at all times and in all events on the terms of and in compliance with the restrictions of this Agreement. “Confidential Information” includes the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party’s respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, customers lists, strategic alliances, plans, reports, analyses, studies, models, sales data, marketing materials (including, without limitations, illustrations, disclosures and consumer advertising), or any other secret or confidential work, knowledge, know-how, trade secret or business information of each Party or its respective affiliates, any information relative to any products, business procedures, coverage, or underwriting rates or pricing. “Confidential Information” also includes all records, files, input materials, reports, books or records, forms and other data, received, collected, provided to, data processed, used or stored by Standard Agent pursuant to this Agreement, including, without limitation, applicant, contract or policy owner information and files and financial and health information. Confidential Information does not include information which is or becomes (i) generally available to the public at the time of disclosure, or (ii) was independently developed by either Party.

- b. Each Party agrees to indemnify and hold harmless the other Party and the affiliates, shareholders, directors, officers, employees, agents and advisers of such other Party from any and all damages and losses, costs or expenses incurred as a result of the failure of such Party or its Representatives to perform its confidentiality obligations hereunder.
- c. Upon the request of either Party at any time after the termination of this Agreement, all Confidential Information (and all copies, extracts or other reproductions made by the other Party or its Representatives in whole or in part, and all documents and other writings prepared by either Party or its Representatives based on Confidential Information) will be returned to appropriate Party, or, with the written permission of such Party, be destroyed, with such destruction to be certified in writing by an authorized officer of the Party supervising such destruction and such Confidential Information shall not be retained by the other Party or its Representatives in any form.
- d. In the event that any Party hereto becomes legally compelled to disclose any of the Confidential Information or take any other action prohibited by this Agreement, the Party so legally compelled will provide the other Party with prompt written notice for the purpose of enabling the other Party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within thirty (30) days of such written notice to the other Party, the Party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such Party’s counsel, legally required, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- e. Except to the extent directly required to perform its obligations under this Agreement, or as otherwise specifically authorized in writing by Company, Standard Agent (and all of its employees, officers, directors, accountants, attorneys, representatives and agents) shall hold in the strictest confidence and not disclose to any entity or person, at any time, whether during or following the term of this Agreement, (i) any written, electronic or oral information directly or indirectly related to applicants, policyholders, certificate holders, other insured individuals who are not policyholders or certificate holders of Company (all of whom are collectively referred to hereinafter as “Policy Holders”); and (ii) any other written, electronic or oral information that Company discloses or makes available to

Standard Agent, or that Standard Agent receives from any other source, in connection with this Agreement or otherwise concerning Policy Holders provided by Company.

- f. Standard Agent shall maintain security procedures to protect against improper disclosure or use of Health Information and Financial Information, and shall comply in full with the privacy and security requirements of the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any rules and regulations promulgated thereunder. Except to the extent otherwise required or specifically permitted by law, Standard Agent’s use and/or disclosure of Health Information or Financial Information shall be limited solely to the purposes for which such information is disclosed to Standard Agent to perform its obligations under this Agreement. For purposes of this Agreement (i) “Health Information” shall be defined as information including demographic information relating to past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual and (ii) “Financial Information” shall be defined as personally identifiable financial information and any list, description or other grouping of individuals that is derived using any personally identifiable financial information other than publicly available information about any Policy Holder.
- g. Standard Agent shall maintain appropriate administrative, technical and physical safeguards to assure that Health Information or Financial Information is not used or disclosed other than as provided by this Agreement or as required by law. Standard Agent expressly warrants that all Standard Agent personnel performing the Services hereunder (i) will be advised of, and appropriately trained regarding the confidentiality and privacy obligations under this Agreement and by law, and (ii) will comply in all respects with such obligations.
- h. Standard Agent agrees to report to Company in writing within five (5) days of discovering the same, any use or disclosure of Health Information or Financial Information about Policy Holders not provided for in this Agreement or for a purpose not expressly permitted by law. To the extent such unauthorized use or disclosure occurs, Standard Agent agrees to mitigate, to the greatest extent possible, any harmful effect thereof.
- i. Standard Agent agrees that it will abide by the limitations of Company’s current privacy policies as published by Company and as properly and reasonably communicated by Company to Standard Agent from time to time.
- j. Standard Agent agrees that it will abide by the terms of the HIPAA Business Associate Agreement attached as an Exhibit to this to this Agreement and incorporated herein.
- k. Standard Agent’s obligations under this Section 6.5 shall continue after termination of this Agreement.

6.6 Prompt Transmittal

- a. Standard Agent shall transmit to the Home Office of Company by certified mail or overnight delivery, within 24 hours after receipt, any documents served upon Standard Agent or Standard Agent’s employees in connection with any legal proceedings by or against Company. Standard Agent should not act as Company’s agent for service of process without written approval.
- b. Customer or other complaints, whether written or oral, shall be promptly transmitted in accordance with the provisions of Company compliance manual.

6.7 Remittances

All moneys or other properties belonging to Company, while in the custody of Standard Agent, shall be held by Standard Agent in a fiduciary capacity and shall not be commingled with other funds or properties held by Standard Agent. They shall not be used by Standard Agent for any purpose whatsoever but are to be reported and transmitted to Company in accordance with its instructions. Standard Agent shall be responsible to Company for all moneys paid to or collected by Standard Agent, its employees or its Subagents.

6.8 Expenses

Unless otherwise provided for in this Agreement or prohibited by state law, Standard Agent agrees to pay all expenses incurred by Standard Agent, Standard Agent's employees, or Standard Agent's Subagents in the performance of this Agreement including local and municipal fees and taxes (including occupational and privilege taxes) whether imposed on Standard Agent or Company or appointees of Standard Agent with no right of reimbursement.

6.9 Indemnification and Hold Harmless Provision

Standard Agent agrees to indemnify and hold harmless Company and Company's affiliates, and their respective officers, directors, shareholders, and employees from all losses, expenses, costs or damages including reasonable attorney's fees and expenses resulting from any acts or omissions by Standard Agent, Standard Agent's employees, and Subagents which violate the terms of this Agreement, or which result from any acts or omissions by any employee or Subagent recruited by or otherwise assigned to Standard Agent's jurisdiction or hired by Standard Agent.

Standard Agent further agrees to indemnify and hold harmless Company and Company's affiliates, and their respective officers, directors, shareholders, and employees from all losses, expenses, costs or damages including reasonable attorney's fees and expenses resulting from any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses payable to an Appointed Agent or other Subagent of any degree.

In the event Company shall assert any rights under this indemnification and hold harmless provision, Company shall have the right to withhold all compensation then due or to become due to Standard Agent under this Agreement or any predecessor Agreements, and to apply the same against the indemnification and hold harmless obligations of Standard Agent to the extent determined by Company.

6.10 Records

Standard Agent agrees to maintain, safeguard, and produce upon request for inspection, complete and accurate files of transactions related to Company

- a. Standard Agent agrees that all records in the possession of or under the control of Standard Agent which are connected with or relate to business transacted under this Agreement shall be open to inspection without notice and shall be fully disclosed to Company. Standard Agent also agrees that the accounts of Company shall be competent and conclusive evidence of the state of Standard Agent's accounts.
- b. Standard Agent agrees to maintain a file for each client, in accordance with the minimum requirements set forth by Company and as required by law.

6.11 Repayment of Compensation

- a. Standard Agent agrees to immediately repay to Company all unearned Standard Agent compensation and any unearned override commissions received by Standard Agent for, or with respect to, premiums or payments returned to policy or contract owners by Company for any reason.

- b. Such unearned compensation will first be debited against Standard Agent's compensation account. Standard Agent agrees to pay to Company on demand any unpaid amounts remaining after such debit against Standard Agent's compensation account. Action to collect debts owed by Standard Agent pursuant to this section shall not be made until 90 days after demand for repayment was made on Standard Agent.
- c. The obligation to repay unearned compensation shall apply even if the applicant, policy owner, or contract owner does not accept the premium refund.
- d. Payments of compensation to Standard Agent made in error will be repaid in the same manner as unearned compensation.
- e. Other provisions regarding repayment of unearned compensation or chargebacks may be contained in one or more commission schedules to this Contract.
- f. This Section 6.11 shall survive the termination of this Contract.

6.12 Indebtedness and Other Obligations

- a. To secure any and all present and future indebtedness of Standard Agent to Company, Standard Agent hereby pledges, assigns, and grants to Company a security interest in, a first lien upon, and rights of set-off and recoupment against all compensation due Standard Agent from Company. In the event that Standard Agent is indebted to Company, Company shall have the right, at any time, to deduct such indebtedness from any and all compensation due to Standard Agent from Company, at the sole option of Company.
- b. Standard Agent shall be responsible for any indebtedness owed to Company by Standard Agent and Standard Agent's Subagents. Except as otherwise agreed to in writing between Company and Standard Agent, any indebtedness owed to Company by Subagents will be immediately due and payable without demand and be offset against any compensation due Standard Agent from Company.
- c. In the event of Standard Agent's failure to pay any indebtedness of Standard Agent or Subagent to Company when due, Company may elect to exercise any and all of its rights and remedies allowed under this Agreement, any other contract between Standard Agent and Company, and any right or remedy existing at law or in equity. Company's option not to exercise any such rights or remedies shall not be construed as a waiver of the right to exercise any such rights or remedies at a later date. An exercise by Company of any of its rights or remedies shall not prevent the concurrent or subsequent exercise or any of its other rights or remedies.
- d. All indebtedness of Standard Agent to Company, whether occurring before or after termination of this Agreement, and all rights and remedies of Company to recover the same, shall survive the termination of this Agreement.

As used in this Contract, the indebtedness of either Standard Agent or Standard Agent's Subagents to the Company shall include, but shall not be limited to, unearned commissions and overrides, any and all chargebacks related to commissions or overrides, or other compensation paid or credited to or received by either Standard Agent or Standard Agent's Subagents for policies or contracts of Company that lapse or for which the full premium is not paid for any reason. The term indebtedness also includes, but is not limited to, loans, financing arrangements and any other debts to Company of Standard Agent or Standard Agent's Subagent if the same are not repaid in accordance with the Subagent's contract with Company regarding the same. In addition, Standard Agent hereby gives Company the right to perfect the security interest granted in Section 6.12 a. against compensation

due Standard Agent from Company and agrees that it shall not pledge, hypothecate or otherwise grant to a third party the right to place a lien on any compensation due Standard Agent from the Company without Company's prior written consent.

6.13 Property

Standard Agent agrees to return on demand all property of Company. Property shall include, but is not limited to: rate books, manuals, supplies, applications, policyholder records, video tapes, computer hardware and software, advertising and sales literature, any business cards, stationary, envelopes, business forms, and all other Company materials and any materials displaying Company or AIG American General logo as described in Section 3.4, Use of Company and American International Group, Inc. Names and Logo.

6.14 Duties of Agent Relating to SmartPad® Standard Agent shall:

- a. diligently safeguard any SmartPad device assigned and delivered to Standard Agent from loss, damage, theft, destruction, or other casualty or misuse while said device is in Standard Agent's possession;
- b. maintain absolutely secret the Personal Password for the SmartPad assigned to Standard Agent, not disclosing it to any person during the term of this Agreement or thereafter;
- c. be personally responsible and accountable for all transactions involving Standard Agent's assigned SmartPad device where Standard Agent's Personal Password is used, including but not limited to, moneys due Company resulting from these transactions;
- d. in the event of theft of a SmartPad device, immediately report such theft to the appropriate law enforcement agency and to Company's home office and provide Company's home office with a copy of the law enforcement agency's theft report as soon as it becomes available;
- e. in the event of other loss, damage, destruction, or other casualty to the Device, report such event immediately to Company's home office;
- f. upon the termination of this Agreement, surrender the SmartPad device as directed by Company; and
- g. execute and comply with the terms of any agreement governing the terms of Standard Agent's use of the SmartPad device;

6.15 Subagent

- a. Standard Agent shall promptly notify Company, in writing, if Standard Agent terminates an employment or other contractual relationship with a Subagent of Standard Agent. Company may terminate its contract with Standard Agent or Standard Agent's Subagent, if any, and cancel the appointment of Standard Agent or Standard Agent's Subagent, if any, at any time.
- b. Standard Agent shall be financially responsible to Company for the acts of Standard Agent's Subagents and employees, and shall promptly report to Company, in writing, any known or alleged misappropriation of funds by such Subagents or employees regardless of whether such known or alleged misappropriation is with respect to funds of Company or funds of any other person or company.
- c. Except as otherwise provided in Section 9.c. of this Agreement, Company is hereby authorized and directed by Standard Agent to make payment to Standard Agent's Subagents on Standard Agent's behalf following termination of this agreement for compensation earned by them pursuant to the terms of the applicable agreement with Standard Agent on file with Company.

7. STANDARD AGENT REPRESENTATIONS

By executing this Agreement, Standard Agent makes the following representations:

- a. Standard Agent has read, understands, and will abide by the terms of this Agreement.
- b. Standard Agent has reviewed this Agreement with counsel or has voluntarily chosen not to do so.
- c. Standard Agent will abide by the current policies and procedures of Company, whenever Standard Agent is acting as a Standard Agent of Company.
- d. If Standard Agent is a corporation or a partnership, each and every individual who signs this Agreement for Standard Agent jointly and severally guarantees the performance of all the obligations hereunder and warrants that such individual has been authorized to execute this Agreement.
- e. Standard Agent has received, read, understands, and will abide by the contents of Company's compliance manual.

8. STANDARD AGENT COMPENSATION

The full compensation of Standard Agent shall be payable in accordance with the compensation plan and rates set forth in the Commission Schedules in effect at the time of the application for such business, which Commission Schedules are made part of this Agreement. The Commission Schedules may be changed at any time with respect to business applied for thereafter.

9. VESTING

- a. As long as this Agreement remains in effect and except as otherwise provided in any Commission Schedules made a part of this Agreement, all first year and renewal commissions shall be paid as they accrue.
- b. If during any consecutive 12-month period following the termination of this Agreement total renewal commissions are less than the minimum required by Company, vesting will automatically terminate and no additional commission payments will be due from Company.
- c. In the event this Agreement is terminated by the death of Standard Agent, all first year and renewal commissions shall be paid as they accrue, subject only to the terms and conditions of subsections a and b immediately above. In the absence of a properly executed beneficiary designation on file with Company, all such payments, if any, shall be made to Standard Agent's surviving spouse, if any, and if Standard Agent has no surviving spouse, to Standard Agent's estate. If Standard Agent is survived by a spouse who subsequently dies, such first year and renewal commissions shall be payable to such spouse's estate. In the event this Agreement is terminated pursuant to subsection 10a.(ii) or (iii) below, vested commission shall be paid to a single successor payee, provided that such successor payee shall have been designated in writing in a form satisfactory to Company.
- d. Additional provisions regarding vesting will be contained in one or more Commission Schedules attached to this Agreement.

10. TERMINATION

- a. **Automatic Termination.** This Agreement shall automatically terminate upon:
 - (i) the death of Standard Agent if Standard Agent is an individual;
 - (ii) the dissolution of the partnership or upon the death of a partner if Standard Agent is a partnership or a limited liability partnership;
 - (iii) the dissolution of the corporation or company if Standard Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
 - (iv) the sale of a majority or controlling interest of the corporation or company, if Standard Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
 - (v) nonrenewal of Standard Agent's resident license.
- b. **Immediate Termination.** This Agreement may be terminated immediately at Company's sole discretion upon:

- (i) the filing of a voluntary petition in bankruptcy or for reorganization by Standard Agent; or
- (ii) the filing of an involuntary petition in bankruptcy or for reorganization against Standard Agent.

c. **Written Notice.** This Agreement may be terminated either by Company or by Standard Agent upon 30 days written notice to the other party. Standard Agent's authority to solicit, procure, or otherwise participate in the solicitation or procurement of applications for insurance and annuities for Company shall terminate on the date specified within the notice.

d. **Termination for Cause.**

- (i) This Agreement may be terminated for cause by Company immediately upon written notice to Standard Agent if Standard Agent:
 - aa. Wrongfully withholds or misappropriates any funds, insurance policies, annuities, vouchers or other property belonging to the applicant, policyowner, and contract owner, or Company;
 - bb. Endeavors to induce Company's policyholders to surrender, replace or lapse their policies;
 - cc. Acts to materially prejudice the interests of or to discredit Company;
 - dd. Fails to comply with the terms or conditions of this Agreement, or Company's policies and procedures;
 - ee. Loses Standard Agent's license due to revocation;
 - ff. Violates any insurance law or regulation;
 - gg. Commits any fraud upon Company or its policyholders; or
 - hh. Directly or indirectly endeavors to induce Marketing General Agents, Standard Agents, Appointed Agents, or any other agents of Company to discontinue their contracts with Company or to participate in such activity.

For a period of two years following a contract termination made pursuant to Sections 10.a., b., and c., Company reserves the right to convert said termination to a termination for cause upon the determination by Company that an activity or event listed in 10.d. (i)(aa-hh) occurred either before the initial termination or within two years after the initial termination. Should Company elect to convert a termination to one for cause pursuant to Section 10.d.(i), the provisions of Section 10.d.(ii) will remain fully applicable.

- (ii.) **Forfeiture.** Should Standard Agent at any time while this Agreement is in force or within two years following its termination be terminated for cause, then Standard Agent shall forfeit any and all rights to compensation or remuneration then due or to thereafter accrue under this or any other contract with Company. This forfeiture shall be without prejudice to Company as to any other remedy available at law or in equity.

e. **Servicing.** Upon termination, Company may assign a servicing agency of its choosing in connection with any business written by Standard Agent or its Subagents, however, such assignment will not of itself affect the vesting of existing commission.

11. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

Standard Agent must at all times have the capacity to communicate with Company through electronic mail and to accept electronic transactions including, but not limited to, electronic fund transfers, receiving and sending email correspondence and receiving internet communications.

12. WAIVER

Failure of Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when same shall become known to it, shall not operate as a waiver of such conditions nor

release Standard Agent from Standard Agent's obligation to perform all requirements of this Agreement strictly in accordance with its terms.

13. PRODUCTION AND PERSISTENCY

Company shall have the right to establish minimum production and persistency standards as a requisite to Standard Agent maintaining this Agreement, which standards Company shall be free to amend, at its sole discretion.

14. PREVIOUS CONTRACTS

- a. Except as otherwise provided below, by execution of this Agreement, all previous agent or agency contracts, including any compensation schedules and supplements to such contracts, between Company and Standard Agent other than single case commission agreements, are terminated as of the effective date of this Agreement. Standard Agent's right to compensation from Company or its subsidiaries and affiliates under a previous contract with Standard Agent is not hereby terminated and shall be determined under the contract in effect when any application(s) for new business were written.
- b. Notwithstanding this termination, any lien or claim that Company has or may have against Standard Agent under any previous agreement shall continue.
- c. Nothing in this Agreement shall be deemed to terminate a Standard Agent's obligations under the Covenant Not To Solicit or Covenant Not To Induce provisions of a previously-executed Sales Employee Employment Agreement or under similar provisions of any other employment agreement with Company.
- d. Nothing in this Agreement shall be deemed to terminate the applicability of any employment dispute resolution program under a previously-executed Sales Employee Employment Agreement or other employment agreement with Company with respect to employment-related legal claims between the Company and Sales Employee as described in such previously-executed Sales Employee Employment Agreement or other employment agreement with Company.

15. SECTION HEADINGS

The titles of the sections of this Agreement are for convenience only and will not be construed as limiting, defining, or affecting the substantive terms of this Agreement.

16. ENTIRE AGREEMENT

This Agreement includes all applicable Compensation Schedules and all supplements thereto and constitutes the entire Agreement between the parties. However, Standard Agent's right to remuneration from commissions on products issued by Company under a previous agreement is not affected except as provided in Section 6.12 Indebtedness and Other Obligations and Section 14 Previous Contracts hereof.

17. MODIFICATIONS

This Agreement cannot be modified or changed by any oral promise or statement by whomsoever made. No written modification will bind Company unless it is signed by an authorized officer of Company and specifically expresses an intention to modify or change this Agreement.

18. EXONERATION CLAUSE

Should any legislation, court decision or ruling of any state insurance department render any provision of this Agreement unlawful, it is mutually agreed that any changes in this Agreement as may be necessary shall be made without loss, damage or other expense to Company.

19. NOTICE AND GOVERNING LAW

- a. Any notice under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. Mail addressed to Standard Agent's last known address or to Company at its home office, whichever applies.
- b. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to the conflict of laws provisions thereof.

20. ARBITRATION

- a. Any and all disputes arising under this Agreement shall be settled by arbitration in Nashville, Tennessee or such other place as may be mutually agreed upon by the parties, under the Commercial Arbitration Rules of the American Arbitration Association, and judgment may be entered upon the award in any court of competent jurisdiction.
- b. In any such arbitration, the arbitrator will decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. Following the arbitration hearing, the arbitrator shall issue a decision and a separate written decision which, in a well-reasoned manner, summarizes the reasoning behind the decision and the legal basis for the decision. The separate written decision will be kept confidential by the arbitrator and by all parties. The decision will not be reviewable by any court for errors of law or fact.
- c. The determination of the arbitrator shall be final and binding upon all parties. The costs of arbitration shall be borne equally by both parties.

21. FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION

- a. By execution of this Agreement, Standard Agent represents and warrants that Standard Agent has not been convicted of any criminal felony involving dishonesty or breach of trust, or has obtained the required written authorization or written consent from the Department(s) of Insurance in the state(s) in which Standard Agent transacts insurance business, in which case Standard Agent shall advise Company of such conviction and furnish such authorization or consent for Company's examination.
- b. Should Standard Agent at any time while this Agreement is in effect be convicted of a criminal felony involving dishonesty or breach of trust, Standard Agent agrees to immediately notify Company in writing of the felony conviction. Standard Agent understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 (18 U.S.C.S. Sec. 1033, 1034) may result in disciplinary action up to and including termination for cause by Company.

22. CONDUCT OF BUSINESS

Company may make such changes and decisions as it deems advisable in the conduct of its business, including the discontinuance of any policy form or the withdrawal from any State or territory, and Company shall incur no liability to Standard Agent by reason of its doing so. Company shall have the right to test market any product on a select basis without making the product available to all agents or in all locations.

23. INVESTIGATION NOTICE

The undersigned hereby authorizes Company to conduct an investigation of all signatories of this agreement including character, credit reputation and personal traits, and releases those contacted and Company from any liability with respect to the content of the information provided and any resulting action by Company.

IN WITNESS WHEREOF, Company has caused this Agreement to be signed by its duly authorized officer, and Standard Agent has caused the same to be signed, the date and year first above written.

AGLA[®]

American General Life and Accident Insurance Company
American General Center • Nashville, TN 37250-0001

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EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”), effective as the date of the Standard Agent Agreement to which it is attached, is between the Standard Agent named in such Standard Agent Agreement (hereinafter referred to as “Standard Agent”) and Company, as that term is defined in such Standard Agent Agreement (hereinafter referred to as “Company”).

WHEREAS, the parties have entered into an agreement (“Services Agreement”) under which Standard Agent provides insurance sales and other services to or on behalf of Company;

WHEREAS, in connection with these services, Company may disclose to Standard Agent or Standard Agent may create, have or receive access to individually identifiable health information or protected health information (“Protected Health Information” or “PHI”, as defined in 45 C.F.R. Sec. 164.501) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any applicable rules or regulations promulgated thereunder;

WHEREAS, Standard Agent is a Business Associate as that term is defined by HIPAA regulations; and

WHEREAS, the purpose of this Agreement is to satisfy and comply with the requirements of HIPAA regulations, including the privacy rule and the Business Associate agreement requirements set forth in applicable HIPAA regulations, as may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as set forth in the HIPAA regulations 45 C.F.R. Parts 142 and 160-164.
2. **PHI Uses and Disclosures.**
 - A. Standard Agent shall maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the Services Agreement and any addendum thereto and to fulfill the purpose of this Agreement, consistent with Company’s notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate the HIPAA regulations and applicable rules and regulations, if done by Company.
 - B. Standard Agent, and its officers, directors, employees, contractors and agents, shall:
 - (a) Not use or further disclose PHI other than as permitted or required by the Services Agreement and this Agreement or any addendum thereto or as required by law.
 - (b) Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards of the HIPAA security regulations.
 - (c) Report to Company’s Privacy Officer in writing any security incident, or any use or disclosure of PHI that is not permitted by this Agreement or any addendum of which Standard Agent becomes aware within five (5) business days of Standard Agent’s discovery of the unauthorized use or disclosure. A “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Standard Agent’s report shall identify: (i) the nature of the

unauthorized use, disclosure or security incident, (ii) the PHI used or disclosed (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Standard Agent has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or security incident (v) what corrective action Standard Agent has taken or shall take to prevent future similar unauthorized use, disclosure, or security incident and (vi) any other information as reasonably requested by Company's Privacy Officer.

- (d) Require all of its subcontractors or agents that receive or have access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this Agreement, including the obligation to return or destroy the PHI as provided for below.
- (e) Make Standard Agent's internal practices, books, and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for purposes of determining Standard Agent's and Company's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges; provided that, Standard Agent shall immediately notify Company upon receipt by Standard Agent of any such request.
- (f) Within ten (10) days of receiving a written request from Company, provide to Company such information as is requested by Company, if any, to permit Company to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Standard Agent directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Standard Agent will forward such request immediately to Company and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Standard Agent shall make reasonable efforts to cooperate with Company in responding to any such requests and enabling Company to comply with federal laws and regulations regarding the timing of response to such requests.
- (g) Upon termination of this Agreement, return or destroy (with the permission of Company) all PHI that it maintains in any form pursuant to this Agreement, and retain no copies of such information. A senior officer of Standard Agent shall certify in writing to Company within thirty (30) days after termination of this Agreement that all PHI has been returned or destroyed and Standard Agent retains no PHI. However, if Company determines that such return or destruction is not feasible, Standard Agent will continue to extend the protections of this Agreement to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of this Agreement.

3. **Termination.** In the event Standard Agent breaches a material obligation under this Agreement, including the provisions governing the confidentiality and security of PHI, Company may require Standard Agent to cure the breach within a reasonable time period not less than thirty (30) days. If Standard Agent does not cure the breach within that time, Company may terminate the Services Agreement and this Agreement upon written notice.

4. **Notice of Privacy Practices.** Company shall provide to Standard Agent a copy of its notice of privacy practices; Standard Agent agrees that it will abide by the limitations of any such notice of privacy practices published by Company.

5. **Changes in Use.** Company shall notify Standard Agent of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Standard Agent's use or disclosure of PHI.

6. **Restrictions On Use.** Company shall notify Standard Agent of any restriction to the use or disclosure of PHI Company has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Standard Agent's use or disclosure of PHI.
7. **State Law Compliance.** To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Standard Agent shall be made in accordance with the law.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. **Notice of Investigation.** Standard Agent shall notify Company immediately upon receipt of notice of an investigation or of a lawsuit filed against Standard Agent related to or arising from the use or disclosure of PHI by Standard Agent pursuant to this Agreement.
10. **HITECH Act Applicability.** Standard Agent understands and agrees that enactment of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate Standard Agent under the HIPAA Privacy and Security Rules. Any requirements applicable to Standard Agent under the HITECH Act are hereby incorporated into this Agreement. Standard Agent agrees to comply with each of the requirements imposed under the HITECH Act, as of the applicable effective dates of each such requirement, including monitoring federal guidance and regulations published pursuant to the HITECH Act, and timely compliance with any such guidance and regulations issued pursuant to the HITECH Act.
11. **Injunctive Relief.** Standard Agent agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or a threatened breach by Standard Agent of the terms of this Agreement, Company shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Company from pursuing any other remedies available to it for such breach, and Company's rights under this Agreement related to injunctive relief, if any, shall be cumulative.
12. **Indemnification.** To the extent permitted by law, Standard Agent agrees to indemnify and hold harmless and defend Company and its affiliates and its and their officers and directors, employees and agents from and against all claims, demands, liability, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including without limitation, attorney's fees, defense costs, and equitable relief) for any damage or loss incurred by Company arising out of, resulting from or attributable to any acts or omission of Standard Agent in connection with the performance of Standard Agent's duties under this Agreement.
13. **Continuation of Obligations.** Standard Agent's obligations under Sections 11 and 12 shall continue after termination of this Agreement.
14. **Conflict.** This Agreement governs the obligations of Standard Agent and Company with respect to privacy issues only, and the Services Agreement shall govern as to all other issues. If there is any conflict between the Services Agreement and this Agreement, this Agreement shall control.

15. **Amendment of Agreement.** In the event of a change in the HIPAA regulations or state or federal law or requirements affecting the use or disclosure of PHI, Company may amend this Agreement as necessary to comply with the change in the law or regulation. Company and Standard Agent agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date.
16. **Ambiguity.** Any ambiguity of the terms shall be resolved to permit Company to comply with HIPAA, its applicable regulations and the privacy rule.