

**AMERICAN GENERAL**



New Agent Name: \_\_\_\_\_

States to be appointed in: \_\_\_\_\_  
(Attach license copies)

**Anti-Money Laundering (AML) Training Requirements:**

AML training was completed through LIMRA on: \_\_\_\_/\_\_\_\_/\_\_\_\_

AML training was completed through an independent program on: \_\_\_\_/\_\_\_\_/\_\_\_\_ (Certificate Attached)

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I hereby authorize Oak Tree Financial, Inc. to obtain a consumer report or investigative consumer report about me. I further authorize any employer, insurance company, general or managing agent, school, financial institution, consumer reporting agency, criminal justice agency, regulatory authority or individual having information about myself- including without limitation information regarding my past and present employment, academic record, record of arrest, conviction and regulatory sanctions, credit worthiness, credit standing, credit capacity, character, general reputation, person characteristics and mode of living – to release such information to Oak Tree Financial, Inc. or any consumer reporting agency that is preparing a consumer report of investigative consumer report about myself for Oak Tree Financial, Inc.

I HAVE READ AND UNDERSTAND THE REPORTING AND DISCLOSURE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

I AUTHORIZE THE RELEASE OF INFORMATION ACCORDING TO THE TERMS OF THE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Appointment Requirements:**

- \_\_\_\_\_ Complete and sign Appointment Application
- \_\_\_\_\_ Complete and sign Agency Agreement
- \_\_\_\_\_ Read and Sign Commission Loan Agreement (Annulization is subject to approval)
- \_\_\_\_\_ **REQUIRED:** Complete EFT form and attached a voided check copy
- \_\_\_\_\_ **REQUIRED:** Attach current copy of Resident State Life License (non-resident fees apply)
- \_\_\_\_\_ **REQUIRED:** Attach current copy of E&O declaration page

**Please return to:**  
**OAKTREE Brokerage**  
**4227 Lafayette Center Drive, Ste. A**  
**Chantilly, VA 20151**  
**Ph.: 800-842-9124**  
**Fax: 800-586-7905**  
**www.oaktreeus.com**



# Licensing and Commissions Transmittal Form

American General Life Insurance Company  
The United States Life Insurance Company in the City of New York

**Complete this section when Agent is also submitting New Business**

Insured Name: \_\_\_\_\_ Policy Number (if known): \_\_\_\_\_

Application Signed State: \_\_\_\_\_ Application Signed Date: \_\_\_\_\_

Date: \_\_\_\_\_ Submitted By: \_\_\_\_\_ Code #: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Number (if available): \_\_\_\_\_

## CONTACT INFORMATION

### FOR MISSING DOCUMENTS OR PAGES

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### FOR L&C FOLLOWUP

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## DOCUMENTS ATTACHED

### New Agent Contracting

#### **(Required Forms)**

- Appointment Application
  - Voided Check
  - Agency Agreement
- OR
- Life Sales Solicitor's Agreement

### **(Optional Forms)**

- Assignment of Commission
- Assignment of Agent Contract
- Organization Profile Form

### **Contract Maintenance**

- Address Change Form
- Contract Change Form
- Request for Transfer
- EFT form and Voided Check

### **Other**

- Outstanding Requirement
- State Correspondence
- Termination Request
- Other \_\_\_\_\_

### SPECIAL INSTRUCTIONS:

## SUBMISSION INSTRUCTIONS

### FAX AND TRADITIONAL MAIL

**Toll Free Fax:** 877-484-3142

**Mailing Address:** American General  
P.O. Box 9978  
Amarillo, TX 79105-5978

### OVERNIGHT ADDRESS

**Overnight Address (non-USPS shipments)**

American General  
1050 North Western Street  
Amarillo, TX 79106-7011



Appointment Application
Applicant Page

American General Life Insurance Company
The United States Life Insurance Company in the City of New York
P.O. Box 9978, Amarillo, TX 79105-5978 • Fax 1-877-484-3142

Individual

Corporation

SSN:
Applicant Name:
Date of Birth: Sex: Male Female
Resident Address:
If at above address for less than 1 year, indicate previous address:
Business Address:
Phone Number:
Business Number:
Fax Number:
Email Address:
I am an officer of the Corporation.

TIN:
Corporate Name:
Corporate Address:
Phone Number:
Fax Number:
Email Address:
Additional authorized signers for the corporation:

Background Information Required on All Applicants

- 1. Have you at any time, been convicted of or plead guilty or no contest to:
a. Any Felony?
b. Any Misdemeanor?
c. A violation of federal or state securities or investment related regulation?
2. Are you currently under investigation by any legal or regulatory authority?
3. Do you now owe money to any life or health insurance company?
4. Have you or a firm in which you were a partner, officer, or Director:
a. been declared bankrupt or been party to a bankruptcy or receivership proceeding
b. have you had a salary garnished or had liens or judgments against you?
5. Has any insurance or financial services employer, broker-dealer, or insurer terminated your contract or permitted you to resign for reason other than lack of sales?
6. Have you ever been the subject of a consumer-initiated complaint, proceeding or investigation by any self-regulatory body, securities commodities, insurance regulatory body/organization, employer or insurer?
7. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?
8. Has any insurance department, government agency, securities, commodities, or self-regulatory authority ever denied, suspended, revoked, censured, barred, or otherwise disciplined your membership, license, registration, or disciplined you with fines or by restricting your activities?
If you are a resident of CA, OK, or MN and would like a copy of the consumer report obtained on you, please check here

REMARKS SECTION: Please provide details of all "yes" answers above. Be sure to include the date of occurrence, explanation, resolution and applicable court documents. Insufficient information will result in processing delays. If necessary, use an additional sheet.

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

SSN / FEIN: \_\_\_\_\_

**Licensing and State Appointment Request**

AGL Only: Please submit appropriate fees for nonresident appointments. USL does not appoint outside the state of NY.

In which states do you want to be appointed? \_\_\_\_\_

FLORIDA residents must specify the Florida county where their business office is located: \_\_\_\_\_

NON-RESIDENT FLORIDA agents soliciting in Florida must list the county(s) in Florida in which they intend to personally solicit: \_\_\_\_\_

**Variable Licensing Section**

Please complete the following ONLY when requesting variable appointment:

Who is your Broker/Dealer: \_\_\_\_\_

CRD Number: \_\_\_\_\_

Circle all current FINRA licenses that you hold: 6 7 22 24 26 63 Other: \_\_\_\_\_

**Independent Wholesaler Election:**

Some broker-dealers may permit third-party wholesaling firms to offer certain services and support to registered representatives in order to facilitate sales of VUL products. In order for registered representatives to sell AGL's VUL products utilizing the services of a wholesaling firm, a wholesaling agreement must be in place and your broker-dealer must be informed that you will be working with the wholesaling firm's independent wholesaler (IW). If you wish to obtain support through an IW, please indicate your election below.

IW Election: I will be utilizing a third party IW for variable support.

Name of IW: \_\_\_\_\_  
*(Please confirm information from the BGA / IW office processing your life insurance business.)*

IW Code: \_\_\_\_\_

NOTE: You will be assigned a separate agent number for variable business.

**Direct Deposit (EFT) Authorization Section - REQUIRED**

**Electronic Funds Transfer (EFT):** Please complete the following section for Electronic Funds Transfer information. Does not apply to registered representatives (variable business), traditional fixed life agents on Life Sales Agreements or those with Collateral Assignments.)

Financial Institution \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

<p>Bank Identification Number  <i>*Cannot begin with the number 5</i></p> <p>_____</p>	<p>Account Number</p> <p>_____</p>	<p>Type of Account  <input type="checkbox"/> Checking <input type="checkbox"/> Savings  <i>Please attach a copy of a VOIDED CHECK or Savings Account Deposit Slip</i></p>
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**AUTHORIZATION STATEMENT**

I authorize American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("US Life") and the Bank indicated to deposit my net commissions automatically into my account each commission cycle. If funds to which I am not entitled are deposited into my account, I authorize American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("US Life") to direct the bank to return said funds. This authority will remain in effect until I have either cancelled it in writing or upon issuance of written notice from the Company.

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

GA Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

For USL fixed life business, GA signature authorizes Producer to receive compensation directly.

## Signature and Authorization

I have read and received, as of the date indicated below, the notice concerning investigative consumer reports, as required by law. I understand that in signing this form, I hereby authorize American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL") (hereinafter collectively referred to as the "American General Affiliates") that I have requested appointments with to investigate my background, including my credit history and interviews with former employers and/or primary insurance company. I authorize the American General Affiliates and individuals named in the application to give the American General Affiliates any information regarding me that they have available. I agree that if any of my answers to the questions in the Background Information Section change, I will notify American General Affiliates in writing within 10 days of the incident. I understand that falsification of information or failure to update the answers on this application may result in termination of appointment(s) with all American General Affiliates. In addition, I hereby authorize the American General Affiliates to report information about earnings and debit balances to any credit bureau or similar organization. I understand that my signed authorization is valid for an indefinite period of time.

I further authorize American General Affiliates to verify my previous employment and securities registration history, insurance licensing status, or regulatory review information (RIRS) through the CRD, FINRA/PDB and state insurance department systems. I hereby authorize American General Affiliates to share background, licensing and applicant data with their affiliates. I acknowledge that I will immediately review the "Compliance Manual" for American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL") and I agree to abide by those principles, as amended or supplemented from time to time, in representing any of the Companies that appoint me.

By signing the authorization, I certify that my E&O policy extends coverage to the person or entity requesting contracting and/or appointment. I agree to provide a copy of the E&O policy, if requested. Further, I understand that I am responsible for maintaining at least \$1 million per act of Errors and Omissions coverage without interruption while my contract and appointment(s) is active with American General Affiliates. I further understand and acknowledge that this is a minimum level only, and if my E&O coverage needs are in excess of \$1 million, I agree to ensure that my E&O coverage needs are addressed appropriately.

The Department of Treasury's final rule for Anti-Money Laundering Programs for Insurance Companies requires that the company integrate their producers and/or brokers into an anti-money laundering program and to provide training. As a producer or broker appointed with one or more of American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL"), I am required to complete an approved AML training course available online through LIMRA.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Signature of Individual*

Print Name: \_\_\_\_\_  
*Print Name of Individual –or– Principal of Corporation*

## 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 appointment process, each company with which you have requested an appointment may request an investigative consumer report that may include information related to your character, general reputation, personal characteristics and mode of living, from First Advantage or another consumer reporting agency. First Advantage is located at P.O. Box 3367, Seminole, FL 33775 or by calling 1-800-321-4473. You have the right to request, in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act.

Send your request to:  
Licensing and Contracting Department  
P.O. Box 9978  
Amarillo, TX 79105-5978

Also, each company with which you have requested an appointment may share the information contained in the investigative 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 affiliates.

### Additional State Law Notices

**California:** Under section 1789.22 of the California Civil Code, you may view the file maintained on you by First Advantage upon submitting proper identification during normal business hours. You may obtain a copy of this file upon paying the duplication costs. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. You may also submit a written request by certified mail, along with proper identification, for a copy of this file. You may in the written request ask for the information to be provided by telephone, provided that you pay the costs associated with the telephone call.

**New York:** You have the right, upon request, to be informed of whether or not a consumer report was requested.

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

SSN / FEIN: \_\_\_\_\_

**Recruiter Section – UPLINE ONLY  
CHOOSE ONLY ONE BOX.**

Primary mailing and commission address: (Commission checks are made payable to the agent, unless a Collateral Assignment form is submitted)

Use primary mailing address, phone contact, e-mail and faxes as given on page 1. (Corporate address if completed)

Use Recruiter Business Address. Recruiter Agent Code: \_\_\_\_\_

**Optional for policy and commission mailing:**

<p><b>Policy Mailing Only:</b></p> <p>Agency Name: _____</p> <p>Agency Code: (TIN if pending) _____</p> <p>OR</p> <p>Business Address: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">City                      State                      Zip</p>	<p><b>Commission Information Only:</b></p> <p>Agency Name: _____</p> <p>Agency Code: (TIN if pending) _____</p> <p>OR</p> <p>Business Address: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">City                      State                      Zip</p>
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Contract Level Requested:     Life Sales/Solicitor                       Agent/Producer                       GA 2                       GA 1                       GA  
 (fixed life business)                       Recruiting GA1                       Recruiting GA                       BGA

Direct Upline Agent Code: \_\_\_\_\_ (TIN if pending)

**Commission Level – Must be Completed**

**AGL**

Life Products: First Year Level (Required) \_\_\_\_\_

Life Renewal Level (Required) \_\_\_\_\_

Specialty Products: First Year/Renewal Level \_\_\_\_\_

AGL Annuity: First Year/Renewal Level \_\_\_\_\_

A & H: First Year Level \_\_\_\_\_

A & H Renewal Level \_\_\_\_\_

**USL: (Signed USL contract(s) must accompany packet.)**

USL Recruiter/Upline Number: \_\_\_\_\_

GA1: Override \_\_\_\_\_%

EAP \_\_\_\_\_%

GA2: EAP \_\_\_\_\_%

Will any New Business be submitted within the next 30 days?  Y /  N (circle one)

Policy Number: \_\_\_\_\_ Proposed Insured Name: \_\_\_\_\_

**Override / Productivity Bonus**

Prior Home Office Approval Required (must submit Organization Profile AGLC100809)

Override: \_\_\_\_\_ Productivity Bonus: \_\_\_\_\_

**Signature of Recruiter**

The undersigned [recommending representative or BGA] by executing this application recommends the applicant to American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York ("US Life") as a suitable person to represent the companies. The recommending individual or BGA also agrees to supervise and assume responsibility for the applicant, if appointed by American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York ("US Life"), in accordance with the terms of his/her Contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of Recruiter*

Print Name: \_\_\_\_\_ Agent/Agency Code # \_\_\_\_\_  
*Print name of Recruiter* *(Required)*

**AGENCY AGREEMENT**

"Agreement"

Each life insurance company's products are separately underwritten and independently supported by the representative company. The below listed companies are members of the American International Group, Inc.

FOR

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Legal Entity Name \_\_\_\_\_

If REPRESENTATIVE is a corporation or other legal entity, the full entity name must appear above, and an authorized officer must sign and indicate the officer's title.

**Individual**

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

**Legal Entity**

Tax Identification Number \_\_\_\_\_

**Representative**

(Signing Individually and/or on behalf of legal entity)

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

**American General Life Companies**

Contract Date \_\_\_\_\_  
To be completed by Home Office \_\_\_\_\_ Home Office Authorized Signator \_\_\_\_\_

**American General Life Insurance Company, Houston, TX**  
*A member company of American International Group, Inc.*

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### **Schedules**

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## **RECITALS**

Representative ("REPRESENTATIVE") has executed an Appointment Application requesting appointments with one or more life insurance subsidiaries of American International Group, Inc.

The Appointment Application designates one of the life insurers as a Primary Appointing Company (the "Primary Company").

This Agreement together with the Appointment Application and Commission Schedules for each separate life insurer that appoints REPRESENTATIVE comprise the REPRESENTATIVE's contract with each of the insurers that appoints REPRESENTATIVE.

Execution of this Agreement by the Primary Company and the REPRESENTATIVE evidences their Agreement to transact business in accordance with the terms and conditions set forth in this Agreement.

If REPRESENTATIVE requested appointment with one or more affiliates of the Primary Company in the Appointment Application, or a subsequent amendment to that form, REPRESENTATIVE's execution of this Agreement evidences REPRESENTATIVE's Agreement to transact business with each affiliated insurer in accordance with the terms and conditions set forth in this Agreement. Each affiliated insurer that appoints REPRESENTATIVE and sends a company commission schedule to REPRESENTATIVE has agreed to transact business with REPRESENTATIVE according to the terms and conditions of this Agreement.

## **DEFINITIONS**

- A. **Primary Company** – the Primary Company is designated in the Appointment Application as the Primary Company. The Primary Company's responsibilities include executing the REPRESENTATIVE Agreement, performing background checks and providing convention credits and other sales incentives, if any, to REPRESENTATIVE.
- B. **Affiliated Company** – the Affiliated Company(ies) is any other life insurance subsidiary of American International Group, Inc. that is identified in the Appointment Application, appoints REPRESENTATIVE and provides a company commission schedule as evidence of its Agreement to transact business with REPRESENTATIVE according to the terms of this Agreement.
- C. **Insurer** – the term Insurer as used in this Agreement refers to each of the life insurance companies that appoints REPRESENTATIVE, including the Primary Company.
- D. **Jurisdiction** – Eligibility for, or receipt of, override compensation on another Representative's business.
- E. **Nonpublic Personal Information**: "Nonpublic Personal Information" of customers or consumers ("NPI") includes, but is not limited to, names, addresses, account balances, account numbers, account activity, social security numbers, taxpayer identification numbers, and sensitive financial and health information. NPI includes information on each party's forms or in a database of any kind, information created by each party, information collected by or on behalf of a party, and personally identifiable information derived from NPI. Reference to NPI of Company or REPRESENTATIVE shall include NPI collected by or on behalf of American International Group, Inc., its successors, subsidiaries, affiliates agents or contractors. There may be instances where each party will have the same NPI which may be subject to different privacy policies and procedures according to the notices provided to the customer or consumer by the respective parties to the Agreement.
- F. **Protected Health Information**: The terms "Protected Health Information" and "PHI" shall have the meaning set forth in 45 C.F.R. Sec. 164.501 as may be amended. Other terms shall have the same meanings as set forth in the applicable definition of the Health Insurance Portability and Accessibility Act (HIPAA), as amended, Privacy Rule or other regulations.

## **I. AUTHORIZED ACTS**

- A. The REPRESENTATIVE is authorized to conduct Insurer's business for the Insurer's products covering such classes of risks as the Insurer may authorize and in those states where the product is approved and REPRESENTATIVE is licensed and appointed as required by state law. If REPRESENTATIVE is a corporation or other legal entity, then the principal(s) of such entity must also be licensed individually, if required pursuant to appropriate state law.
- B. The REPRESENTATIVE is authorized to collect and promptly remit to the Insurer the first premium on business produced by the REPRESENTATIVE in accordance with the Insurer's rules and regulations.
- C. The REPRESENTATIVE will promptly deliver issued policies in accordance with Insurer's policies and procedures.
- D. All monies, settlements, or documents received by the REPRESENTATIVE for, or on behalf of, the Insurer shall be received by the REPRESENTATIVE in a fiduciary capacity and immediately paid over or delivered to the Insurer, except as may be otherwise directed in writing by the Insurer.

## II. LIMITATION OF AUTHORITY

The REPRESENTATIVE is without authority to perform any act or thing other than that expressly granted in this Agreement and expressly agrees not to perform any of the following acts:

1. Make, modify, alter or discharge any policy.
2. Extend the time payment of any premium.
3. Waive any forfeiture.
4. Guarantee dividends or interest rates.
5. Incur any debt or liability in the name of the Insurer.
6. Withhold, commingle or convert to the use of the REPRESENTATIVE or the benefit of others, any monies, securities, policies or receipts belonging to the Insurer, the applicant, or the insured, or fail to promptly submit to the Insurer any applications for policies.
7. Accept or deposit any check or draft for premiums made payable to other than the Insurer.
8. Unless in the best interest of the policyowner, directly or indirectly induce or attempt to induce any policyowners of Insurer to relinquish, surrender, replace or lapse their policies.

## III. ADVERTISING / USE OF LOGO

Representative is authorized to use the Insurer's logos, marketing and company names, and other related terms (hereinafter referred to as the "Logos") only in connection with the Representative's solicitation, sale and servicing of the Insurer's products and only after having obtained prior written approval from the Insurer for each such use. The term "Logos" includes company and affiliate names, marketing and product names and/or other symbols or logos that contain the term "American General", as well as those that do not contain "American General". Representative's authority to use the Logos shall automatically terminate upon termination of this Agreement. Business cards, stationery, and any other materials using Logos where multiple copies may have been printed or reproduced must be destroyed when this Agreement terminates.

## IV. RELATIONSHIP

The relationship between the Insurer and the REPRESENTATIVE shall be that of principal and independent contractor, and nothing contained herein shall be construed as creating the relationship of employer and employee for any purpose, including tax purposes. REPRESENTATIVE agrees to be responsible for all taxes as a self-employed independent contractor. The REPRESENTATIVE shall be free to exercise independent judgment as to the time and manner in which the REPRESENTATIVE shall perform the services authorized under this Agreement. Any material supplied by the Insurer is for the purpose of supporting the activities of the REPRESENTATIVE.

## V. COMPENSATION

- A. Subject to the provisions hereof and the rules of the Insurer, the full compensation of the REPRESENTATIVE shall be payable at the applicable rate set forth in the Schedule of Commission in effect at the date the first full premium is received by the Insurer, which Schedule of Commission and all amendments, supplements and replacements thereof and thereto are hereby made a part of this Agreement.
- B. Commission is subject to change at any time by written notice by the Insurer to the REPRESENTATIVE, but no such change shall affect commissions on any policy issued prior to the effective date of such change.
- C. If commission rates are not now shown in the Schedule of Commission, including conversions, replacements or, the exercise of re-entry provisions or, if special premium rate quotations are made, commission rates shall be such as may be fixed by the Insurer as of the time when issue is effective in accordance with rates and practices of the Insurer then in effect.
- D. In the event any policy on which the REPRESENTATIVE is entitled to commissions shall lapse because of nonpayment of premium and shall be replaced or reinstated, any commissions on the new or reinstated policy shall be payable only at the sole discretion of the Insurer.
- E. To be entitled to commissions, if any, the REPRESENTATIVE's name or the name of another Representative under your Jurisdiction must appear as soliciting agent on the application for insurance. Disputes respecting commissions shall be subject to decision and settlement by the Insurer and the Insurer's decision shall be final and binding upon the parties involved.

- F. Whenever, in the judgment of the Insurer, it shall become advisable to recall any policy issued before delivery thereof is made, the REPRESENTATIVE shall promptly refund to the Insurer any commissions received on account of such policy. Whenever, after delivery, the Insurer shall effect or procure the surrender, rescission or cancellation of any policy and refund premiums paid thereon, the Insurer shall have the right to charge back commissions and demand that the REPRESENTATIVE repay such commissions to the Insurer. If the Insurer shall refund or waive the premium or premiums under the provisions of any disability waiver of premium rider, the REPRESENTATIVE shall lose all rights to commission and persistency fees as applied to such refunded or waived premiums, and shall repay any amounts advanced. An Insurer may include in its Commission Schedule, which is incorporated as a part of this Agreement, guidelines describing more specifically the circumstances under which it will charge back commissions on certain products. In the absence of such guidelines, the Insurer's rights shall be as described in this Section V. Compensation.
- G. In the event any policy on which the REPRESENTATIVE is entitled to commissions shall be converted or replaced, any commissions on the new policy shall be subject to adjustment and payable only at the sole discretion of the Insurer.
- H. Except where prohibited by any State, the REPRESENTATIVE is responsible for all license fees, including those of its Representatives. The Insurer's discretion shall govern with respect to whether the Insurer shall charge to the REPRESENTATIVE's commission or other compensation account the cost of obtaining and renewing the REPRESENTATIVE's and its Representatives' license or licenses and/or appointment fees. This practice is subject to change at the discretion of the Insurer.
- I. Policy applications for any Insurer will be issued and commissions paid by the Insurer.

#### **VI. VESTING**

- A. As long as this Agreement remains in effect, all first year and renewal commissions shall be paid as they accrue; however, any such payments are subject to the schedule of commissions in effect at the date the first full premium is received by the Insurer, the provisions and rules of the Insurer regarding minimum first year and renewal commissions required to issue a check.
- B. During any consecutive 12-month period following the termination of this Agreement, total renewal commissions are less than the minimum required by the Insurer, vesting automatically terminates and no additional commission payments will be due from the Insurer.
- C. In the event this Agreement is terminated by the death of the REPRESENTATIVE, all first year and renewal commissions shall be paid as they accrue, subject only to the terms and conditions of paragraphs A and B immediately above. In the absence of a properly executed beneficiary designation on file with the Insurer, all such payments, if any, shall be made to the surviving spouse and at the death of the surviving spouse to the estate of said spouse. If the REPRESENTATIVE dies leaving no surviving spouse, such monies will be paid to the estate of the REPRESENTATIVE; provided however, that if the REPRESENTATIVE is a corporation or other legal entity, all such payments will be paid to said entity.

#### **VII. GENERAL PROVISIONS**

- A. The Insurer 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 territory, and the Insurer shall incur no liability to the REPRESENTATIVE by reason of its doing so.
- B. The Insurer shall have the right to test market any of its products on a select basis and at the discretion of the Insurer.
- C. The REPRESENTATIVE shall indemnify and hold the Insurer harmless against or from any and all expense, costs, causes of action, and damages including without limitation, reasonable attorney fees, resulting from or growing out of any unauthorized or negligent act of commission or omission by the REPRESENTATIVE or its employees, directors, officers, or Representatives under its jurisdiction. This provision shall survive termination of this Agreement.
- D. The Insurer shall have a prior right and offset to all commissions and fees payable hereunder toward any indebtedness and/or other obligations due from the REPRESENTATIVE or anyone under the Jurisdiction of the REPRESENTATIVE to any Primary Company and/or Affiliated Company/ies with interest at the legal rate. This prior right and offset shall not be extinguished by the termination of this Agreement. Following the termination of any Representative under the Jurisdiction of the REPRESENTATIVE, should the amount in any commission account of that Representative be insufficient to repay any amount due the Insurer, the debit will become the responsibility of the REPRESENTATIVE, in accordance with the Insurer's then current debit collection procedure.
- E. Neither the Agreement, any duties or delegation under this Agreement, nor the commissions or fees accruing hereunder, nor any interest herein, nor any right or claim created hereby or arising by reason of the REPRESENTATIVE acting hereunder, shall be assignable, except upon the written consent of the Insurer.
- F. Forbearance or failure of the Insurer to insist upon performance of this Agreement or to enforce its rights hereunder, shall not constitute a waiver of its rights or privileges hereunder or of its subsequent right to insist upon such performance.

- G. This Agreement, including the Appointment Application and any Commission Schedule(s) incorporated as part of the Agreement, contains all promises, inducements and representations between the parties. This Agreement supersedes any and all previous Agreements between the parties herein pertaining to the solicitation of the Insurer's products and the payment of monies to the REPRESENTATIVE provided, however, that rights or obligations which have already accrued (and would survive termination) under any previous contract between the Insurer and the REPRESENTATIVE shall not be hereby impaired.
- H. The Insurer reserves the right to decline or modify any application for insurance.
- I. This Agreement shall not be effective until executed by the Primary Company. Once this Agreement is effective with the Primary Company, it may become effective with Affiliated Company(ies) as described herein.
- J. Should the REPRESENTATIVE, at any time, violate any provision of Section II of this Agreement, entitled Limitation of Authority, or commit any fraud upon insurer or its policyholders; have a license as agent or broker revoked for cause after notice and hearing by a state insurance department or otherwise act to prejudice materially the interests of Insurer, the REPRESENTATIVE shall, at the option of the Insurer, forfeit any and all rights to all commissions and monies that the REPRESENTATIVE might otherwise have under this Agreement, vested or not. It is expressly agreed that termination of this Agreement shall not terminate this provision.
- K. The REPRESENTATIVE agrees to maintain complete and accurate records of the marketing and sale of the Insurer's products. The Insurer reserves the right to inspect such records and other documents in each REPRESENTATIVE's files that relate to the marketing, attempted sale or sale of the Insurer's products. If the Insurer chooses to inspect such records, it will endeavor to do so during normal business hours and after giving reasonable notice, unless, in the judgment of the Insurer, unusual circumstances require inspection at other times or inspection without prior notice. This provision shall survive termination of this Agreement for a period of two (2) years.
- L. For as long as this Agreement is in force, the REPRESENTATIVE will maintain Errors and Omissions (E&O) coverage and will provide the Insurer annually proof of such E&O coverage in a manner acceptable to the Insurer.
- M. If the REPRESENTATIVE is served with a regulatory inquiry or legal papers involving Insurer business, the REPRESENTATIVE shall immediately notify the Insurer by sending to that Insurer's Compliance Officer, a copy of the papers, served by overnight delivery, by the end of the business day next following the day of receipt by the REPRESENTATIVE.
- N. The REPRESENTATIVE is responsible for assuring that any Representative under the Jurisdiction of the REPRESENTATIVE: (1) become fully informed as to the provisions and benefits of each product offered by the Insurer for which the Representative conducts Insurer business; (2) represent such products adequately and fairly to prospective purchasers; and (3) act in compliance with the Insurer's policies and procedures as set out in the Customer Service and Compliance Manual, Operations Manual, or otherwise communicated to the REPRESENTATIVE, including, without limitation, those regarding suitability of sales inquiries and compliance with the Insurer's principles and code of ethical market conduct.
- O. When the Insurer assigns to the REPRESENTATIVE any agency not recruited by the REPRESENTATIVE, then the Insurer may reassign that agency to another upline of the Insurer's choice at any time and without the necessity of a release from the REPRESENTATIVE. If the Insurer wishes to remove any agency recruited by the REPRESENTATIVE from the Jurisdiction of the REPRESENTATIVE, the Insurer will negotiate a release; however, such release will not be unreasonably withheld by the REPRESENTATIVE.
- P. REPRESENTATIVE is not entitled to participate in any REPRESENTATIVE benefit programs except those which are provided by the Primary Company. REPRESENTATIVE is not eligible to participate in, or to receive any benefits from, any programs provided by the Affiliate Company/ies.
- Q. Disputes arising under this Agreement shall be subject to the laws of the state where the insurer engaged in the dispute is located.
- R. The area within which the REPRESENTATIVE shall have the right to represent the Insurer is not assigned exclusively to the REPRESENTATIVE.
- S. REPRESENTATIVE agrees to conform to all regulations of the Insurance Department and the insurance laws in the state(s) in which the REPRESENTATIVE is conducting Insurer's business.
- T. REPRESENTATIVE understands and agrees that (i) the Primary Company may amend the Agreement or the Company's policies, rules and procedures, in order to comply with changes in laws or regulations, or, as the Company deems appropriate related to changes in laws or regulations, through communication of any such amendment to REPRESENTATIVE, and (ii) For purposes of any such amendment, communication may include, but not be limited to, posting of amendment information on the Primary Company's websites or other means of making such information known or available to the agent.

## **VIII. TERMINATION**

- A. This Agreement shall automatically terminate upon the death of REPRESENTATIVE if REPRESENTATIVE is an individual or upon dissolution of REPRESENTATIVE if REPRESENTATIVE is a corporation or other legal entity.
- B. This Agreement shall terminate upon the revocation or non-renewal of the REPRESENTATIVE's license.
- C. This Agreement may be terminated with or without cause by any Insurer (subject to provisions D and E below) or the REPRESENTATIVE by sending written notice of such termination to the last known address of the other party.
- D. Upon termination, the REPRESENTATIVE shall immediately pay in cash to the Insurer all sums that are due or become due hereunder and shall immediately deliver to the Insurer all materials connected with the business of the Insurer and belonging to the Insurer. Such materials include, but are not limited to, rate cards, letters, records, computer software, general supplies or any and all other indications of agency provided by the Insurer. It is expressly agreed that termination of this Agreement does not release the REPRESENTATIVE from continuing liability to the Insurer for immediate repayment of any and all unearned first year commissions or bonuses.
- E. Termination of this Agreement by the Primary Company terminates all contracts with Affiliated Company/ies without specific notice to the REPRESENTATIVE required by the Insurer. However, any Affiliated Company may terminate its agency relationship with the REPRESENTATIVE, which will not, of itself, terminate the Primary Company agency relationship. Upon termination, the Insurer may assign a servicing agency; however, such assignment will not of itself affect the vesting of existing business.
- F. Termination of this Agreement automatically terminates any previous Agreement to represent the Insurer that terminated the Agreement.

## **IX. AMENDMENT**

This Agreement cannot be changed by any oral promise or statement and no written modification will bind the Insurer unless approved by the President of the Insurer making the modification.

## **X. PERSONAL GUARANTEE**

Each and every individual who signs this Agreement warrants that they have authority to bind the entity on whose behalf they are signing.

## **XI. EFFECTIVE DATE**

The agreed effective date will be the date that this Agreement is signed and acknowledged by the Primary Company as hereinafter specified.

## **XII. INVESTIGATION NOTICE**

The undersigned hereby authorizes the Primary and Affiliated Company/ies to conduct an investigation concerning character, credit reputation and personal traits and releases those contacted and the Insurer from any liability with respect to the content of the information provided and any resulting action by the Insurer including the sharing of such information or the termination of this Agreement.

## **XIII. FEDERAL CRIME CONTROL ACT**

- A. Undersigned warrants it:
  - 1. has not been convicted of any criminal felony involving dishonesty or breach of trust or
  - 2. has obtained written authorization to engage in the business of insurance from the Insurance Department in the state where REPRESENTATIVE resides which REPRESENTATIVE agrees to produce upon Insurer request.
- B. The REPRESENTATIVE agrees to update the representations in the Confidential History/Background Information Section of Part 4 of the Appointment Application by notifying the Primary Company in writing within thirty (30) days, if there should be a change in the response to any question in the Information Section of Part 4 of the Appointment Application.

## **XIV. PRIVACY CONTROL & SECURITY**

- A. "Protected Health Information" and "Nonpublic Personal Information" shall be collectively called the "Information" in this Section, XVI, Privacy Control and Security.
- B. All Information which any party obtains as a result of this relationship shall not be collected, or used, disclosed, reused or redisclosed to any third party, except to carry out the purposes for which the Information was disclosed. The REPRESENTATIVE shall maintain the confidentiality of Information consistent with the Insurers's

notices of privacy practices, policies and procedures, provided that such use or disclosure would not violate any applicable laws, rules or regulations if done by the Insurer.

- C. The REPRESENTATIVE shall use 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. Upon Insurer request Agent will provide to the Insurer access to and documentation regarding any safeguards.
- D. Each party shall be permitted to disclose relevant aspects of the other parties' Information to its officers, agents, subcontractors and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement; provided that such party shall take all reasonable measures to ensure that the Information of another party is not disclosed or reproduced in contravention of each of the obligations of this Agreement by such party's officers, agents, subcontractors and employees. The obligations of this Agreement are personal to each party.
- E. The REPRESENTATIVE shall report promptly within seven (7) days to the Insurers's Privacy Officer in writing any use or disclosure of Information that is not permitted by the Agreement or any addendum, of which the REPRESENTATIVE becomes aware. REPRESENTATIVE'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what REPRESENTATIVE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action REPRESENTATIVE has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) any other information as reasonably requested by the Insurers's Privacy Officer.
- F. The REPRESENTATIVE shall require all of its employees, representatives, subcontractors or agents that receive or have access to Information to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Information that apply herein, including the obligation to return or destroy the Information as provided for below.
- G. The obligations in this Agreement shall not restrict any disclosure by any party pursuant to any applicable state or federal laws, or by request or order of any court or government agency. The REPRESENTATIVE shall immediately notify Insurer upon receipt by the REPRESENTATIVE of any request from the Department of Health and Human Services for the REPRESENTATIVE'S internal practices, books, and records relating to the use and disclosure of Information.
- H. Within ten (10) days of receiving a written request from Insurer, the REPRESENTATIVE shall provide to the Insurer such information as is requested by the Insurer, if any, to permit the Insurer 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. Secs. 164.524, 164.526, and 164.528. If an individual contacts the REPRESENTATIVE directly about access to, amendment of, or an accounting of disclosures of his/her PHI, the REPRESENTATIVE will forward such request immediately to the Insurer and not provide such access, amendment, or disclosure. Notwithstanding anything herein to the contrary, REPRESENTATIVE shall make reasonable efforts to cooperate with the Insurer in responding to any such requests and enabling the Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
- I. This Section XVI, Privacy Protection and Security, will survive the termination or expiration of this Agreement. Upon termination of the Agreement, the REPRESENTATIVE shall return or destroy (with the Insurer's written permission) all Information that REPRESENTATIVE maintains in any form pursuant to the Agreement, and retain no copies of such information. However, if the Insurer determines that such return or destruction is not feasible, REPRESENTATIVE will continue to extend the protections of this Addendum 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 the Agreement.

## HIPAA Business Associate Addendum

This Addendum ("Addendum") is attached to and becomes a part of the insurance agent, agency, producer or other insurance distributor agreement (the "Agent Agreement") between the licensed insurance agent or agency (hereinafter referred to as "Business Associate") and the insurance company (hereinafter referred to as "Insurer"). Business Associate and Insurer are parties to the Agent Agreement. This Addendum is effective as of the attached Agent Agreement's effective date.

WHEREAS, the parties have entered into the Agent Agreement under which the Business Associate provides insurance agent, producer or distributor services for HIPAA covered insurance products on behalf of Insurer;

WHEREAS, in connection with these services, Insurer may disclose to the Business Associate or the Business Associate may have, create, maintain, transmit, or receive access to individually identifiable health information or Protected Health Information that is subject to protection under HIPAA; and

WHEREAS, the purpose of this Addendum is to satisfy and comply with the requirements of HIPAA and its 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.

"CFR" means the Code of Federal Regulations as currently in effect or as amended from time to time.

"Designated Record Set" shall have the meaning given to the term in the Privacy Rule, including but not limited to 45 CFR Sec. 164.501.

"Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term in 45 CFR Sec. 160.103 and is EPHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or any Business Associate.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 as amended and related regulations promulgated thereunder.

"HITECH" means the Health Information Technology for Economic and Clinical Health Act of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 and related regulations.

"Privacy Rule" means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164 subparts A, D and E.

"Protected Health Information" or "PHI" shall have the meaning as defined in 45 CFR Sec. 160.103 and is PHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or by Business Associate. All references to PHI also include references to EPHI.

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR Sec. 164.103.

"Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

"Security Incident" shall have the same meaning given such term in 45 CFR Sec. 164.304.

"Security Rule" shall mean the security standards at 45 CFR Parts 160 and 162 and Part 164, subparts A and C.

"Subcontractor" shall have the same meaning as "subcontractor" in 45 CFR Sec. 160.103.

Terms used but not otherwise defined in this Addendum shall have the same meaning as set forth in the Privacy Rule, the Security Rule, and HITECH which definitions are incorporated into this Addendum by reference.

2. **HITECH Compliance.** Business Associate agrees that the HITECH enactment amended certain provisions of HIPAA in ways that now directly regulate Business Associate under the Privacy and Security Rules. Any requirements applicable to Business Associate under the HITECH are incorporated into this Addendum. Business Associate agrees to comply with each of the requirements imposed under the HITECH, as of the applicable effective dates of each such requirement, including compliance with any guidance and regulations issued pursuant to the HITECH.

3. **Business Associate Obligations and Activities.**

Business Associate, and its officers, directors, employees, contractors and agents, shall:

- a. Maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the Agent Agreement and any addendum thereto and to fulfill the purpose of this Addendum, as Required by Law, and consistent with Insurer's notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate HIPAA, if done by Insurer.
- 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 as Required by Law, and to comply with the security standards of HIPAA.
- c. Report to Insurer's Privacy Officer in writing immediately (if practicable, but no later than two (2) business days of Business Associate's discovery) any Security Incident or breach, or any use or disclosure of PHI that is not permitted by this Addendum of which Business Associate becomes aware. Business Associate'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 Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or Security Incident, (v) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use, disclosure, or Security Incident and (vi) any other information as reasonably requested by Insurer's Privacy Officer. Business Associate shall cooperate with Insurer to conduct any risk assessment necessary to determine whether breach notification is required. A Security Incident or breach shall be treated as discovered by Business Associate as of the first day on which such incident is known, or should reasonably have been known, to Business Associate. For purposes of this Section the knowledge of any person, other than the individual committing the breach, that is an employee, officer or other agent of Business Associate shall be imputed to Business Associate.
- d. Comply with any additional provisions of HITECH that relate to privacy and security and that are made applicable with respect to covered entities such as HITECH Sec. 13401.
- e. Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Addendum, and to implement administrative, physical and technical safeguards as required by 45 CFR Sec. 164.308, 164.310, 164.316 and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, in the same manner that such sections apply to Insurer.
- f. Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH Sec. 13401-13402.
- g. Enter into an agreement with each of its Subcontractors pursuant to 45 CFR Sec. 164.308(b)(1), 164.502(e)(1), and HITECH 13401 that is appropriate and sufficient to require each such Subcontractor that had 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 Addendum, including implementation of administrative, physical and technical safeguards and controls and policies, procedures, training and sanctions in compliance with HIPAA.
- h. Along with its agents and Subcontractors, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with HITECH Sec. 13405.
- i. Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary or Insurer within thirty (30) days of receipt of a request from Insurer or the Secretary, for purposes of determining Business Associate's and Insurer's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges.

- j. Within ten (10) days of receiving a written request from Insurer, provide to Insurer such information as is requested by Insurer, if any, to permit the Insurer 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 CFR Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Business Associate directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Business Associate will forward such request immediately to Insurer and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Business Associate shall make reasonable efforts to cooperate with Insurer in responding to any such requests and enabling Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
- k. Upon termination of this Addendum, return or destroy, if feasible, (with the permission of Insurer) all PHI that it maintains in any form pursuant to this Addendum, and retain no copies of such information. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. A senior officer of Business Associate shall certify in writing to Insurer within thirty (30) days after termination of this Addendum that all PHI has been returned or destroyed and Business Associate retains no PHI. However, if Insurer determines that such return or destruction is not feasible, Business Associate will continue to extend the protections of this Addendum 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 Addendum.
- l. Notify Insurer immediately upon receipt of notice of an investigation or of a lawsuit filed against Business Associate related to or arising from the use or disclosure of PHI by Business Associate pursuant to this Addendum.
- m. If Business Associate maintains PHI in a Designated Record Set, i) make any amendments to PHI in the Designated Record Set that the Insurer directs or agrees to at the request of an individual within thirty (30) days of receipt of the direction or agreement from Insurer, and ii) provide within thirty (30) days at the request of Insurer access to PHI in a Designated Record Set to Insurer or, as directed by Insurer, to an individual in order to meet applicable HIPAA requirements.

#### **4. Business Associate Permitted Uses and Disclosures.**

- a. Except as otherwise limited by this Addendum, Business Associate may use or disclosure PHI on behalf of, or to provide services to Insurer as long as such use or disclosure of PHI would not violate the Privacy Rule if done by Insurer or the minimum necessary policies and procedures of the Insurer.
- b. Except as otherwise limited by this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **5. Insurer's Obligations.**

- a. Insurer shall provide Business Associate a copy of its notice of privacy practices; Business Associate agrees that it will abide by the limitations of any such notice of privacy practices.
- b. Insurer shall notify Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Insurer shall notify Business Associate of any restriction to the use or disclosure of PHI the Insurer has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**6. Termination.** In the event Business Associate breaches a material obligation under this Addendum, including the provisions governing the confidentiality and security of PHI, Insurer may require Business Associate to cure the breach within a specified time period of not less than twenty (20) days. If Business Associate does not cure the breach within this time, Insurer may terminate the Agent Agreement and this Addendum upon written notice.

**7. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Addendum.

**8. No Third Party Beneficiaries.** Nothing express or implied in this Addendum 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. **Injunctive Relief.** Business Associate agrees that the remedies at law for any breach by it of the terms of this Addendum 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 Business Associate of the terms of this Addendum, Insurer shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Insurer from pursuing any other remedies available to it for such breach, and Insurer's rights under this Addendum related to injunctive relief, if any, shall be cumulative.
10. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless and defend Insurer 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 Insurer arising out of, resulting from or attributable to any acts or omission of Business Associate in connection with the performance of Business Associate's duties under this Addendum.
11. **Interpretation.** This Addendum governs the obligations of Business Associate and Insurer with respect to privacy issues only, and the Agent Agreement shall govern as to all other issues. If there is any conflict between the Agent Agreement and this Addendum, this Addendum shall control. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Insurer and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule and HITECH.
12. **Changes in Laws.** Business Associate understands that (i) Insurer may amend Insurer's policies, rules, and procedures, in order to comply with changes in laws or regulations, or, as Insurer deems appropriate related to changes in laws or regulations, and communicate such changes to Business Associate. To the extent that new state or federal laws change a Business Associate's obligations under this Addendum, this Addendum shall automatically be amended to include such changes. (ii) For purposes of any changes, Insurer's communication to the Business Associate may include, but not be limited to, posting of the information on Insurer's websites or other means of making such information known or available to the Business Associate.
13. **Compliance With Laws.** Business Associate shall comply with all applicable laws, rules and regulations, including the Insurer's published policies, rules and procedures, at all time, and as may be adopted in the future. To the extent that state laws are more stringent than the HIPAA regulations, any use or disclosure of PHI by Business Associate shall be made in accordance with the law. Any provision or ambiguity of this Addendum which conflicts with an applicable state or federal law shall be interpreted so as to permit compliance with HIPAA or the minimum requirements of any such statute or regulation.

AMERICAN GENERAL LIFE COMPANIES

NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW PROTECTED MEDICAL INFORMATION ABOUT YOU  
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY.**

**This Notice is provided to you for informational purposes only.**

**You are not required to call or take any action in response to this Notice.**

This Notice tells you about the ways in which American General Life Companies<sup>1</sup> (referred to as “we”) may use and disclose your protected health information (PHI) and your rights concerning your PHI. PHI is information about you, including demographic information (like your name, address, or gender), whether oral or recorded in any form or medium, that can reasonably be used to identify you. This information may be collected from you or from members of the health care industry (like doctors or employee benefit plans) and relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to maintain the privacy of PHI and to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your PHI. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

**HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION**

We may use and disclose your PHI for different purposes. As appropriate for the particular insurance or plan, the examples below are provided to illustrate the types of uses and disclosures we may make without your authorization as permitted by law for claims payment, health care operations and treatment.

- **Claims Payment.** We use and disclose your PHI to health care providers (physicians), insurance carriers, the state or others for benefit verification and in order to pay for your covered health expenses. For example, we may share your PHI with a health care provider to assist with processing claims or to another health plan to coordinate and/or seek reimbursement for benefit payments. We will share the least amount of information so that payment can be made. Usually, this involves identifying you, your diagnosis and the treatment provided.
- **Health Care Operations.** We use and disclose your PHI in order to perform our health care activities including, but not limited to, quality assessment activities, underwriting, premium rating, premium collection, reinsurance, compliance, auditing, or other administrative activities, including data management or customer service. We may review your health information if it is time for us to reestablish your eligibility for coverage or to conduct reassessments for case review. HIPAA, however, prohibits any use or disclosure of PHI that is genetic information for underwriting purposes. Genetic information means information about (1) your or your family members’ genetic tests, (2) manifestation of a disease or disorder in your family members, or (3) your or your family members’ requests for, or receipt of, a genetic test, counseling or education, or participation in clinical research which includes such test, counseling or education.
- **Treatment.** We may use and disclose your PHI to assist your health care providers (doctors, dentists, pharmacies, hospitals and others) in your diagnosis and treatment. For example, we may disclose your PHI to providers to provide information about alternative treatments.
- **Plan Sponsor.** We may disclose your PHI to the plan sponsor for purposes that are described in the document that governs the specific plan. However, prior to any such disclosure, the plan sponsor will be required to certify that it will use your PHI in accordance with regulations governing the privacy of your PHI.
- **Enrolled Dependents and Family Members.** We will mail explanation of benefits forms and other mailings containing PHI to the address we have on record for the person who is enrolled in the health plan.
- **Health Claim Vendors.** We may contract with individuals or vendors who are sometimes called “Business Associates” to perform various functions on our behalf or to provide certain types of services. In order to perform these functions on our behalf or to provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only after they agree in writing with us to implement appropriate safeguards and maintain the privacy of your PHI. For example, we may disclose your PHI to a Business Associate to administer claims or to provide support services, such as underwriting services, actuarial services, legal services, care coordination services, utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a written agreement with us.

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<sup>1</sup> For purposes of this Notice, the American General Life Companies and the pronouns “we,” “us,” “our” and “plan” refer to the individual health and long term care and group health products underwritten by American General Life Insurance Company\* and The United States Life Insurance Company in the City of New York.

\*This Company does not solicit business in New York

## OTHER USES OR DISCLOSURES PERMITTED WITHOUT YOUR AUTHORIZATION

- **As Required by Law.** We may disclose PHI about you when required or allowed by law to do so.
- **To Persons Involved With Your Care, Your Child's Care or Payment For That Care.** We may disclose PHI to a person involved with your care, your minor child's care or payment for health care, such as a family member or your legal designee, when you are incapacitated, unavailable, facing an emergency medical situation, or when permitted by law. We may also disclose limited PHI to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you. You have the right to stop or limit these disclosures. Unless you inform us otherwise before your death, we may disclose PHI about you to your family members, other relatives or close personal friends to the extent relevant to such person's involvement, prior to your death, in your care or payment for health care.
- **Public Health Activities.** We may disclose PHI to public health agencies that gather certain information for statistical purposes, for example, the center for disease control, a state department of health, the federal Food and Drug Administration, for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose PHI to government agencies authorized to receive such reports about abuse, neglect or domestic violence.
- **Health Oversight Activities.** We may disclose PHI to government oversight agencies for activities authorized by law, such as audits or inspections.
- **Judicial and Administrative Proceedings.** We may disclose PHI in response to a court or administrative order. We may also disclose PHI about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant, court order or similar process; to identify or locate a suspect, fugitive, material witness or missing person; or to provide information about the victim of a crime. We may also disclose PHI to a correctional institution if you are to become an inmate of a correctional institution.
- **Fraud/Misrepresentation.** We may disclose your PHI to non-affiliated organizations or persons such as other insurance institutions, agents, insurance support organizations, or law enforcement and governmental authorities as necessary to prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with your coverage or application for coverage.
- **Coroners, Funeral Directors, Organ Donation.** We may release PHI about death to coroners, funeral directors, medical examiners or the register of deeds as necessary to allow them to carry out their duties. We may also disclose PHI for procurement, banking or transplantation of organs, eyes or tissue. In the case of organ donation, information must be shared to get a match.
- **Research.** Under certain circumstances, we may disclose PHI about you for research purposes that we have approved, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose PHI about you, with some limitations, to the necessary authorities, when necessary to lessen or avoid a serious threat to your health or safety, or the health or safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security, intelligence activities and disaster relief purposes.
- **Workers' Compensation.** We may disclose PHI to the extent necessary to comply with state law for workers' compensation programs.
- **Military and Veterans.** If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release PHI about foreign military personnel to appropriate foreign military authority.
- **Government Audits.** We are required to disclose your PHI to the Secretary of the United States Department of Health and Human Services (HHS) when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.
- **Schools.** We may disclose proof of immunization to a school where the school is legally required to obtain proof of an individual's immunizations before admitting the individual as a student, but only with the parent's consent (or, if the student is old enough, the student's consent).

## USES OR DISCLOSURES REQUIRING AN AUTHORIZATION

- **Psychotherapy Notes.** We must obtain your authorization for any use or disclosure of psychotherapy notes, except in cases of (1) use by the originator of the psychotherapy notes for treatment, (2) use or disclosure by us to defend ourselves in a legal action or other proceeding brought by you, (3) use or disclosure when required for government audits (see *Government Audits*) or when required by law (see *As Required by Law*), (4) use or disclosure for health oversight activities regarding the originator of the psychotherapy notes (see *Health Oversight Activities*), (5) disclosure to coroners or medical examiners (see *Coroners, Funeral Directors, Organ Donation*), or (6) use or disclosure to avert a serious threat to health or safety (see *To Avert a Serious Threat to Health or Safety*).
- **Marketing.** We must obtain your authorization for any use or disclosure of your PHI to make a communication promoting a product or service, except for communications in the form of (1) any face-to-face communication we have with you or (2) a promotional gift of nominal value that we provide. If marketing involves our receipt of any payment from or on behalf of a third party whose product or service is being described, the authorization will state that such payment is involved.
- **Sale of PHI.** We must obtain your authorization before any sale of PHI, and such an authorization will state that the disclosure will result in our receipt of remuneration. It is not considered a sale of PHI, however, if the disclosure is required by law or is for purposes of (1) a sale, transfer, merger or consolidation of all or part of us with or into another HIPAA-covered entity, (2) our subcontractors (or others on their behalf) performing legitimate services and receiving payment from us only for the performance of such services, or (3) for any other purpose permitted by the HIPAA privacy rule where the only remuneration we (or our business associates) receive is a reasonable cost-based fee for preparing and transmitting the PHI or such other fee expressly permitted by law.

All other uses or disclosures of your PHI not described in this Notice will be made only with your written authorization. You may revoke an authorization at any time in writing, but such revocation will not apply to the extent that we have already taken action in reliance on your authorization. To the extent the authorization was obtained as a condition of obtaining insurance coverage, other law may provide the insurer with the right to contest a claim under the policy or the policy itself.

## YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have certain rights regarding your PHI that we maintain about you.

- **Right To Access Your PHI.** You have the right to review or obtain copies of your PHI, with some limited exceptions. Your request to review and/or obtain a copy of your PHI records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance. We may also deny such request. You have a right to receive electronic copies of your PHI but only to the extent it is electronically maintained.
- **Right to Amend Your PHI.** You have a right to amend your PHI with a written request specifying the reason you are seeking the amendment.

We have the right to deny your request to amend your PHI records if (1) we did not create the record, unless you provide a reasonable basis for us to believe that the originator of the PHI is not available to act on the requested amendment, (2) you ask us to amend information that is not part of your record, (3) you ask us to amend information that is not available for inspection under HIPAA, or (4) you ask to amend a record that we determine to be accurate and complete. If we deny your request to amend, we will notify you in writing and include the reason for the denial. You then have the right to submit to us a written statement of disagreement with our decision which will be added to your records, and we have the right to rebut that statement. If we agree to amend the records as requested, then we may also make reasonable efforts to inform others, including specific parties named by the consumer of the changes.

- **Right to an Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your PHI made by us during the six years prior to your request. The accounting will not include disclosures of information: (1) made prior to April 14, 2003; (2) for treatment, payment and health care operations; (3) to you or pursuant to your authorization; (4) to correctional institutions or law enforcement officials; and (5) other disclosures that federal law does not require us to provide an accounting. The first accounting that you request within a 12-month period will be free. For additional accountings within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance. Your request must be made in writing and must state the period of time for which you are requesting an accounting.

- **Right To Request Restrictions on the Use and Disclosure of Your PHI.** You have the right to request that we restrict or limit how we use or disclose your PHI for treatment, payment or health care operations. We may not agree to your request, except where the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and the PHI pertains solely to a health care item or service that you (or others, other than the insurer, on your behalf) paid for in full out-of-pocket. If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must clearly state (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us in the usual manner could endanger you. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy. You may obtain a copy of this Notice by contacting our Privacy Officer. See the end of this Notice for the contact information.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our Privacy Officer. See the end of this Notice for the contact information.
- **Breach Notification Requirements.** American General Life Companies will comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and its implementing regulations, including the final HIPAA Omnibus Rule, to provide notification to affected individuals, HHS, and the media (when required) if we or one of our business associates discovers a breach of unsecured PHI. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

#### CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for PHI that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice and post a copy on our website. You may also use the contact information below to obtain a copy of this Notice.

#### COMPLAINTS

If you believe that your privacy rights have been violated, you may file a complaint, in writing, to the Privacy Officer listed at the end of this Notice. Please include your policy number in any complaint. Alternatively, you may file a complaint with the Secretary of the HHS. *We will not retaliate against you or penalize you for filing a complaint.*

#### CONTACTING THE PRIVACY OFFICER

If you have any complaints or questions about this Notice or you want to submit a written request to the Plan as required in any of the previous sections of this Notice, please contact:

Privacy Officer

Address: 2919 Allen Parkway L3-20  
Houston, TX 77019

Email: [hipaquestions@aig.com](mailto:hipaquestions@aig.com)

Telephone:

AGLA (American General Life & Accident)	AIG Benefit Solutions	Long Term Care	American General Life Companies
1-800-888-2452	1-800-346-7692, please follow prompt for claims	1-888-565-3769	1-800-231-3655

- American General Life Insurance Company ("the Company")
  - The United States Life Insurance Company in the City of New York ("the Company")
- 

Assignor Agent Code Number (s): \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned Assignor hereby transfers, sets over and assigns unto \_\_\_\_\_ (Assignee) (TAX ID & SSN \_\_\_\_\_) (an individual), (a corporation), (a partnership), (a sole proprietorship) of \_\_\_\_\_ (address) an amount equal to \_\_\_\_\_ percent (if blank, default to 100%) of any and all commissions, allowances, fees and other funds (collectively referred to herein as "Commissions") which may hereafter accrue in favor of the Assignor by virtue of the agency contract now in force between the Assignor and the Company. It is understood and agreed that this assignment shall be subject to any present indebtedness or any indebtedness which may hereafter accrue to be due and owing the Company.

The Assignor hereby represents and warrants that said Commissions are not now assigned, and the Assignor hereby will forever warrant and defend his rights to receive the same. This instrument shall remain in full force and effect until same is released by the Assignee by an instrument in writing furnished to the Company.

The Assignor hereby further represents and warrants to the Company: (a)(i) the assignment of commissions pursuant to this document will not have the effect of violating any anti-rebating or commission sharing restrictions under any applicable law or regulation; and (ii) the Assignee is not and shall not be engaged in the recommendation, solicitation or sale of insurance giving rise to, or related to, the Commissions the assignment of which is the subject of this document.

This document does not alter the Assignor's responsibilities and obligations to the Company, its policyholders and/or policy beneficiaries, or the Assignor's tax obligations with regard to the Commissions. The Assignor expressly understands that all tax reporting, including 1099 earnings, will continue to be reported in the name of the Assignor.

The Assignor hereby authorizes and directs the Company to pay over such commissions and allowances to said Assignee, subject to the conditions hereof, and it is agreed that any payment so made will be a full and complete discharge of said Company's obligation to the extent of any payment so made.

ASSIGNOR: \_\_\_\_\_  
Print Full Name

By: \_\_\_\_\_ Date \_\_\_\_\_  
Assignor Signature (if on Behalf of Business Entity, include Title)

Received and replaced on file this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_ Title \_\_\_\_\_  
Authorized Officer

**NOTE: Please be sure to submit a completed Direct Deposit Form and Voided Check in the name of the Assignee.**



# Direct Deposit Authorization

American General Life Insurance Company

Please be advised this form cannot be processed unless all sections are completed per the instructions below.

<b>Agent Codes</b> #1 _____ #2 _____ #3 _____	<b>Tax Identification Number (TIN)</b>	<b>Corporation Name</b>	<b>Transaction Type</b> <input type="checkbox"/> Enroll <input type="checkbox"/> Revise <input type="checkbox"/> Cancel
	<b>Social Security Number</b>	<b>Agent Name</b>	

<b>Financial Institution</b>			<b>Phone</b>	
<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Bank Identification Number</b> <small>*Cannot begin with the number 5</small>		<b>Account Number</b>		<b>Type of Account</b> <input type="checkbox"/> Checking <input type="checkbox"/> Savings <small>Please attach a copy of a VOIDED CHECK</small>

<b>AUTHORIZATION STATEMENT</b> I authorize American General Life Company and the Bank indicated to deposit my net commissions automatically into my account each commission cycle. If funds to which I am not entitled are deposited into my account, I authorize American General Life Company to direct the bank to return said funds. This authority will remain in effect until I have either cancelled it in writing or upon issuance of written notice from the Company.	
<b>Signature</b>	<b>Date Signed</b>
<b>GA Signature (if Applicable)</b>	<b>Date Signed</b>

<b>INSTRUCTIONS:</b>  Section 1 Please fill in your Name/Corporation Social Security Number/Tax ID Number, Agent Code(s) and check the Enroll box. <b>NOTE:</b> If you already have Direct Deposit and wish to change your bank or account, check the Revise box.  Section 2 Please complete Financial Institution information.  <b>Please attach a Voided Check for Checking Accounts.</b> <b>Please attach a Deposit Slip for Savings Accounts.</b>  Section 3 Read authorization statement, sign, date and submit to: <b>FAX: 1-866-826-5961 or MAIL: P.O. Box 9978, Amarillo, TX 79105-5978</b>  <p style="text-align: center;"><b>Not for use by Policy Holder</b></p>
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**American General Life Insurance Company**

You are requested to make application to the Department of Insurance in the State(s), indicated below for appointment or issuance of a life insurance representative license authorizing me to solicit applications on behalf of the American General Life Insurance Company (or Affiliate company).

I \_\_\_\_\_ hereby agree that your consent to the issuance of such  
(representative name)  
license or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

(1) That I shall be a representative assigned to the jurisdiction of:

\_\_\_\_\_ Name of assignee hereinafter called "The Agency"

(2) That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with the Agency who has personally agreed to compensate me for such services; and

(3) That I have no other contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the Company; and

(4) That I shall comply with the rules, regulations and compliance manuals of the Company, the laws of the State(s) in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and

(5) That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company, in any respect; and

(6) That I shall promptly remit to the Agency or the Company any and all moneys or securities received by me on behalf of the Company as full or partial payment of first year premiums, or any other item whatsoever; and

(7) That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and

(8) That the Company may, without liability to me whatsoever, upon request of the Agency or upon its own initiative, terminate my appointment at any time.

**IN WITNESS WHEREOF**, I have affixed my signature this date \_\_\_\_\_  
Month/Day/Year

\_\_\_\_\_  
Applicant's Name (Print) Signature of Applicant

Print Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

This applicant is recommended for appointment as a representative assigned to my jurisdiction, subject to the terms of my agreement to represent with the "Company" and this Agreement.

\_\_\_\_\_  
The Agency Name (Print) Signature of the Agency

The Agency Number is \_\_\_\_\_ Date \_\_\_\_\_

This contract has been assigned # \_\_\_\_\_ by American General Life.

# American General

Life Companies



**75% ANNUALIZATION**  
**iGroup**

## American General Life Insurance Company

*A subsidiary of American International Group, Inc.*

This Supplement is made, entered into, and effective the date hereinafter specified by and between American General Life Insurance Company, a Texas-domiciled, stock life insurance company (hereinafter called the Company) and the Representative signing this agreement (hereinafter called the Representative).

It is agreed by and between the parties as follows:

1. This Supplement shall be an endorsement to the Appointment Application and Agency Agreement entered into between the Representative and the Company.
2. This Supplement supersedes and cancels all previous annualization agreements and/or supplemental agreements.
3. The Company will prepay seventy-five percent (75%) of first year commissions due on life policies, issued after the effective date of this supplement. The twenty-five percent (25%) remaining first year commission will be paid on an earned basis upon receipt of the tenth month premium.
4. Annualization of first year commissions (hereinafter "Annualization") is available on individual life insurance, excluding annuities, single premium life insurance, controlled business (all family members and business partners) and additional deposits received in conjunction with the sale of individual life insurance and annuity policies (hereinafter called "New Business"), payable on premiums paid under a monthly preauthorized check plan, a monthly salary savings plan or monthly government allotment modes of payment. All advances will be made upon full payment of the first modal premium and the cash payment of said advance will become a loan to the Representative to the extent of the amount advanced.
5. Annualization on Universal Life policies is limited to seventy-five percent (75%) of the premium collected, but will in no event exceed seventy-five percent (75%) of the Benchmark premium. The twenty-five percent (25%) remaining first year commission will be paid on an earned basis upon receipt of the tenth month premium.
6. List Bill premiums are not eligible for Annualization.
7. Annualization payment is limited to \$1,500 for any one case, and the total unearned amount outstanding under this supplement can not exceed \$15,000 at any time.
8. It is understood that any prepayment of monies or commissions advanced by Annualization shall create indebtedness by the Representative to the Company. If payment in full is demanded, or if a repayment schedule is implemented under any provision above, the Representative agrees to pay interest on the unpaid balance of the loan at a rate of prime plus two percent (2%) annually, calculated from the date the funds were originally advanced to the date the balance is repaid, provided repayment shall not exceed a duration of twelve (12) months, with a minimum repayment of \$250 per month.
9. If repayment is not made as provided in Paragraph No. 8 of this Supplement, the Representative acknowledges that the Company can accelerate the debt owed without notice and authorizes an attorney, selected at the Company's discretion, to appear before any court of record in the United States, which has subject matter and personal jurisdiction over this matter, and confess judgment against said Representative in favor of the Company for the unpaid balance due under this loan agreement, including interest, costs and attorney's fees.
10. The Representative specifically recognizes that the confession of judgment provision in the Paragraph No. 9 of this Supplement will constitute an assignment against his personal assets and earnings from any source whatsoever.
11. The Company shall have the right, with or without cause, to terminate this Supplement at any time by written notice to the last known address of the Representative. Should this Supplement or the Agreement to which it is endorsed be cancelled, then an amount equal to any and all unearned prepaid commissions will be immediately, and on demand, payable to the Company.
12. Only policies paid after the date of Home Office approval of this Supplement are eligible for Annualization payments.
13. The Representative, by this Supplement, agrees that the Company shall have first lien on the Representative's commission account and that the Company has prior right of offset to the extent of any and all unearned prepaid commissions.
14. The Company retains the right to modify this Supplement and its procedures from time to time, by written or electronic notice to the Representative. Both the Representative and the undersigned Sponsor/Recruiter agree to comply with the modifications.
15. Termination of this Supplement does not of itself terminate the Agreement to which it supplements. However, termination of the Agreement terminates this Supplement and notice is specifically not required, provided that Paragraph Nos. 8 and 9 of this Supplement shall survive such termination of this Supplement.

16. This Supplement replaces the vesting provisions of the Agreement to which it supplements. The new vesting provisions are as follows:

(A) If the Agreement is terminated by death, and subject to the provisions and rules of the Company, all first year and renewal commissions shall be paid as they accrue.

(B) All such payments shall be made to the surviving spouse, and at the date of death of the surviving spouse, to the estate of said spouse. If the Representative dies leaving no surviving spouse, such monies will be paid to the estate of the Representative; provided, however, that if the Appointment Application was signed on behalf of a corporation, a partnership or other legal entity then all such payments will be paid to said legal entity.

(C) If this Supplement, or the Agreement to which it is a supplement, shall be terminated for any reason other than death of the Representative, then continuation of first year and renewal commissions shall depend upon in force policy count.

17. An annualization fee equal to four percent (4.0%) of the commission paid under this Supplement will be automatically deducted, and recorded on your commission statements.

18. Policies for which the Company receives insufficient payment and reissued policies are not eligible for annualization and any commissions will be credited on an earned basis.

19. This Supplement shall not be effective until it is approved, signed and dated in the Home Office of the Company.

20. Forbearance or failure of the Company to insist upon performance of this supplement or to enforce its rights hereunder, shall not constitute a waiver of its rights or privileges hereunder or of its subsequent right to insist upon such performance.

21. This Supplement shall be governed by and construed in accordance with the laws of the State of Texas.

**Representative**

\_\_\_\_\_   
 Print name of Representative

\_\_\_\_\_   
 Signature of Representative

Code # \_\_\_\_\_

**Sponsor/Recruiter**

The Sponsor agrees to assume any and all responsibility for its request to place Representative on this Supplement, including all financial responsibility with respect to any annualization repayment pursuant to Paragraph No. 8 of this Supplement which is not made by the Representative. This Supplement is in addition to, but is not intended to supercede or replace, any obligations contained in the Sponsor's Agency Agreement with the Company.

\_\_\_\_\_   
 Print name of Sponsor/Recruiter

\_\_\_\_\_   
 Signature of Sponsor/Recruiter

Code # \_\_\_\_\_

**American General Life Companies, LLC on behalf of American General Life Insurance Company**

Effective Date (to be completed by Home Office) \_\_\_\_\_

Home Office Authorized Signature \_\_\_\_\_