AMERICAN GENERAL (AIG) & US LIFE
(for Life only)

Agent/Agency: _____

Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- ☐ Training Requirements Acknowledgement
- ☐ Appointment Application [AGLC103063]
- ☐ Agency Agreement [AGLC111161]
- ☐ VectorOne Debit-Check Agent/Agency Authorization Form
- ☐ Collateral Assignment [AGMC106546] *(For assigning commissions to agency, but the agent will be responsible for the 1099.)*
- ☐ Solicitor Sales Agreement [AGLC111182] *(For solicitors only.)*
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ Voided Check (DIRECT DEPOSIT IS REQUIRED!)
- ☐ 75% Annualization [04503000-1005] and 50% Annualization [04503000-1004] (OPTIONAL)
- ☐ W-9 Form

SEND TO:
Mail: Attention: Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Email: lifesubmission@absgo.com

Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____

Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

Agents are responsible for any/all necessary:

- **CARRIER specific training.**
- **STATE product training.**

Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.

- **ANNUITY CE (Continuing Education) CREDIT requirements.**
- **AML (Anti-Money Laundering) TRAINING requirements**.

If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.

I, _____, verify that I understand the above requirements. I also verify that I am aware that incompletion of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

_____ _____

Signature Date

Revised 2/20/2014

805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
https://www.ftb.ca.gov/

Nebraska Department of Revenue
https://revenue.nebraska.gov/

Pennsylvania Department of Revenue
https://www.revenue.pa.gov/

Licensing and Commissions Transmittal Form

American General Life Insurance Company
The United States Life Insurance Company in the City of New York
A member of American International Group, Inc. (AIG)

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: American Brokerage Services Code #: 0Y452 / 00SDD

Corporation Name: _____

Agent Name: _____ Agent Number (if available): _____

CONTACT INFORMATION

FOR MISSING DOCUMENTS OR PAGES

Name: LICENSING DEPARTMENT

Phone: 215-233-9410

Fax: 215-233-9409

Email: LIFELICENSING@ABSGO.COM

FOR L&C FOLLOWUP

Name: LICENSING DEPARTMENT

Phone: 215-233-9410

Fax: 215-233-9409

Email: LIFELICENSING@ABSGO.COM

DOCUMENTS ATTACHED

New Agent Contracting

(Required Forms)

- ☐ Appointment Application
- ☐ Voided Check
- ☐ W9
- ☐ Agency Agreement

OR

- ☐ Life Sales Solicitor's Agreement

(Optional Forms)

- ☐ Assignment of Commission
- ☐ Assignment of Agent Contract
- ☐ Organization Profile Form
- ☐ Annualization 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:

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

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: _____

Check the box if you are the principal/officer of the Corporation: ☐ I am an officer of the Corporation.

Trusted Contact Information

Contact Name & Details: _____

_____

Corporation

TIN: _____

Corporate Name: _____

Corporation Type: ☐ Corporation ☐ Partnership ☐ LLC

Corporate Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Indicate below Additional Signers who are authorized to sign on behalf of the principal/officer of the corporation:

Additional authorized signers for the corporation:

_____

_____

Background Information Required on All Applicants

	YES	NO
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?	☐	☐
9. Have any of American General Affiliates ever declined to appoint you, refuse to contract you or terminated your contract?	☐	☐
10. Has a bonding company ever denied, paid out on or revoked a bond for you?	☐	☐
11. Have you ever been the subject of an AML investigation or disciplined for involvement or facilitation of money laundering with or for a client?	☐	☐
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

Corporate License must be submitted. USL does not appoint outside the state of NY.

Please indicate the states in which you want to be appointed. State appointments will be filed on an as needed basis which will be determined by American General. _____

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: _____

Check 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 _____

Bank Identification Number ***Cannot begin with the number 5***	Account Number	Type of Account ☐ Checking ☐ Savings
☐☐☐☐☐☐☐☐☐	_____	

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.

I (we) authorize the Company to obtain information and/or reports from a consumer reporting agency or other company(ies) in order to verify, validate and/or authenticate the information and answers presented on this form.

Signature _____ Date Signed _____

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

GA Signature _____ Date Signed _____

Agent Name: _____ **SSN / FEIN:** _____

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.

I hereby authorize, consent, and direct American General Affiliates to disclose my name and social security number to Vector One for the purpose of conducting initial and/or periodic commission related debit balance screening(s) through Vector One's Debit-Check service and obtain results concerning existing debit balances, as allowed by state or federal law. I understand American General Affiliates may consider the results of the screening to determine eligibility for appointment and/or advancement of commissions. I further authorize, consent, and direct, upon termination or expiration of my engagement, American General Affiliates to submit information concerning any commission related debit balance owed to American General Affiliates to the Vector One Debit-Check service. I hereby authorize, consent, and direct Vector One to intentionally disclose such information upon a debit commission related debit screening to authorized Debit-Check subscribers who submit an inquiry.

Date: _____ Signature: _____

Signature of Individual

Print Name: _____

Print Name of Individual -or- Principal of Corporation

Agent Name: _____ **SSN / FEIN:** _____

Fair Credit Reporting Act

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 Background Services Corp. Consumer Center is located at P.O. Box 105292, Atlanta, GA 30348 or by calling 1-800-845-6004. 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.

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 below-described address directing that this information not be disclosed or shared with affiliates.

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

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.

Minnesota: You have the right in most circumstances to submit a written request to the Consumer reporting agency for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within five business days after its receipt of your request or the report was requested by the Company, whichever date is later.

New York: If you contact the consumer reporting agency listed above, you have the right to know if the Company ordered a consumer report about you. You also have the right to contact the consumer reporting agency to inspect or receive a copy of any such report.

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 commission mailing (Commission Information Only):

Agency Name: _____ Agency Code: (TIN if pending) _____

OR

Business Address: _____ _____

City State Zip

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

Policy Number: _____ Proposed Insured Name: _____

LIFE BROKERAGE CHANNEL (Required for Set-ups)

Contract Level Requested: ☐ Life Sales/Solicitor ☐ Agent/Producer ☐ GA 2 ☐ GA 1 ☐ GA ☐ Recruiting GA1* ☐ Recruiting GA* ☐ BGA*

LIfe Brokerage AGL Commission Level	LIfe Brokerage USL Commission Level
Recruiter/Upline Number: _____ Life First Year Level _____ Life Renewal Level _____ Specialty Products _____ **Override/Productivity Bonus** *Prior Home Office Approval Required (must submit Organization Profile AGLC100809) Level N/A	USL Contract Level: ☐ Solicitor ☐ Agent/Producer ☐ GA 2 ☐ GA 1 ☐ GA Recruiter/Upline Number: **N/A** GA = Set Compensation GA1 = EAP **0** % Override **0** % GA2 = EAP **0** % Prod = Set Compensation

TRANSACTIONAL MARKETS GROUP (TMG) CHANNEL (Required for Set-ups)

Contract Level Requested: ☐ Life Sales/Solicitor ☐ Agent/Producer ☐ GA 2 ☐ GA 1 ☐ GA ☐ Recruiting GA1* ☐ Recruiting GA* ☐ BGA*

Transactional Markets Group AGL Commission Level	
Recruiter/Upline Number: _____ (GIWL) Specialty Products _____ (Other) TMG First Year Level N/A (Other) TMG Renewal Level N/A	**Above Street Request** *Prior Home Office Approval Required (must submit TMG Business Plan AGLC111529)

PARTNERS GROUP CHANNEL (Required for Set-ups)

Commission Level	Agent Name	Agent ID
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Agency Name and Number N/A

Signature of Recruiter

The undersigned [recommending representative or BGA] by executing 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 Recruiting Agency

Print Name: _____ Agency Code # _____

Print name of Recruiting Agency (TIN if pending)

AIG LIFE AND RETIREMENT
American General Life Insurance Company
The United States Life Insurance Company in the City of New York
2727-A Allen Parkway
Houston TX 77019
United States

Agency Agreement

This Agency Agreement together with all of its annexes, addenda and schedules ("Agreement") is made as of the Effective Date shown on the signature page by and among American General Life Insurance Company ("American General"), an insurance company domiciled in the State of Texas, The United States Life Insurance Company in the City of New York ("US Life" which is collectively referred to with American General as "Insurer"), an insurance company domiciled in the State of New York, and _____ ("Agency" or "Agent"). Insurer and Agency are together referred to herein as "Parties" and each is individually referred to as a "Party." The representations, warranties, duties and obligations of each of American General and US Life hereunder are several, not joint. For purposes of this Agreement, references to Insurer shall mean each Insurer, i.e. American General and US Life, on an individual basis. No Insurer shall be responsible for the actions (or inactions) of the other Insurer.

This Agreement is for the purpose of arranging for the distribution of certain fixed annuity contracts and life/health insurance products (collectively "Products") identified on the "Compensation Schedules" attached hereto that are issued by Insurer through Agency and/or its Agents (as defined below) who are appointed under applicable state insurance law with the Insurer. If the Agency is a partnership or corporation, then principal(s) of the corporation must be licensed individually as required pursuant to appropriate state laws.

In consideration of the mutual promises and covenants contained in this Agreement, and subject to the terms and conditions of this Agreement, Insurer appoints the Agency and its Agents, to market, wholesale, solicit, and/or procure applications for the Products and Agency accepts such authorization. This appointment and authorization are not deemed to be exclusive in any manner and only extends to those jurisdictions where the Products have been approved for sale and in which Insurer and Agency (and, if appropriate, its Agents) are licensed as required by applicable regulatory requirements. All provisions herein related to the solicitation and procurement of Product applications shall apply to Agency or its Agents only to the extent of Agency's or its Agents' solicitation and procurement activities, as applicable, and not to marketing and/or wholesaling activities in support of a downline Agency or Agent, which shall expressly exclude any direct Product solicitation, Product recommendation or procurement of Product application.

I. Applicable Rules

A. By executing this Agreement each Party represents that it is in compliance and will remain in compliance with all applicable state and federal laws, regulations, and interpretive guidance of governmental agencies or other regulatory bodies including self-regulatory organizations ("SRO") which are applicable to their respective businesses (collectively "Applicable Rules"), or any cases of noncompliance would have no adverse effect upon the Party's ability to execute, deliver and perform its obligations hereunder or result in liability of any kind to the other Parties or their affiliates. In addition, Agency and its Agents shall comply with Insurer's policies and procedures, which are provided to the Agency, including any manuals, agency updates, instructions, and directions communicated to the Agency. The policies and procedures may be amended or modified by Insurer at any time, in any manner, and without prior notice.

B. [RESERVED]

II. Solicitation; Marketing; and Agency Licensing/Appointment and Supervision

A. Licensing and Appointment.

1. Agency shall be appointed to solicit Product applications and may recruit and recommend for appointment insurance sales people or other general agents that may recruit insurance sales people (collectively, "Agents"). Agency shall ensure all Agents are licensed, qualified and suitable for appointment and may represent Insurer in connection with the marketing, solicitation and sale of Products. Insurer reserves the sole right to not appoint or contract a particular Agent, or to terminate such appointment or contract at any time. Agency represents that the information contained in each Agency and Agent application for appointment shall be true and accurate, to the best of Agency's knowledge, as of the date that such application is submitted to Insurer. Agency shall notify Insurer within twenty (20) business days of any: (1) material changes in the information set forth in an Agency's or Agent's application for appointment; (2) inquiries or disciplinary actions initiated against Agency or any Agent by regulatory bodies or SROs; (3) cancellation, material modification or non-renewal of Agency's liability insurance coverages; or (4) any insurance regulatory inquiries, investigations or complaints relating to the sale of the Products.

2. Agency and its Agents shall conduct business only in those jurisdictions in which Agency and its Agents are licensed by the appropriate regulatory authorities in accordance with Applicable Rules. Agency and its Agents will also be appointed with Insurer in accordance with Applicable Rules. If Agency is operating a call center and utilizes an insurance licensed principal to supervise sales and sign applications, Agency must notify Insurer of the actual soliciting Agent and represent that such soliciting Agent is insurance licensed and appointed with Insurer prior to any representation of Insurer's Products. Agency agrees to immediately notify Insurer in the event any license of Agency and/or Agent is terminated or not renewed for any reason.

3. [RESERVED]

B. Background Check.

1. Insurer will conduct a background check for Agency and/or Agents appointed by it. By submitting itself or an Agent for appointment, Agency represents and warrants that it and its Agents are trustworthy and qualified to act as an insurance agent for Insurer. Agency also represents and warrants that Agency and/or its Agents have not been (or is not aware that its Agents have been) convicted of any felonies or misdemeanor arising out of conduct involving embezzlement, fraudulent conversion or misappropriation of funds or securities, or involving violations of the Federal Violent Crime Control and Law Enforcement Act of 1994 (Sections 1033 or 1034 of Title 18 of the United States Code or any subsequent amendments thereto). Should Agency at any time, while this Agreement is in effect, be (or become aware that its Agents have been) convicted of a criminal felony involving dishonesty or breach of trust, Agency agrees to immediately notify Insurer in writing of the felony conviction. Agency understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 may result in disciplinary action up to and including termination for cause by Insurer.

2. [RESERVED]

3. [RESERVED]

C. Solicitation.

1. Agency and/or its Agents shall actively solicit and present to Insurer for acceptance applicants for Products. Requests to purchase a Product shall be taken only on preprinted application forms supplied by or through data entry systems approved by the Insurer. The contract forms, applications and supporting documentation are the sole property of the Insurer. Agency and/or its Agents will ensure that all application information will be accurate to the best of its knowledge and can be relied upon by the Insurer. All applications are subject to acceptance by Insurer at its sole discretion.

2. Agency will ensure that it and its Agents accurately represent the Product, though Agency and its Agents may rely on the accuracy of Product information provided by Insurer. Agency and its Agents shall not misrepresent, provide incomplete comparison, omit material information or use other methods that will result in an inaccurate representation of the Product. Agency and its Agents will not induce Product owners or owners of other companies' insurance products to convert, lapse, forfeit or replace his or her Product unless such recommendation is suitable and in the particular owner's best interest.

3. [RESERVED]

D. Premium. Agency or its Agents shall take Product premium only in forms acceptable to Insurer. The Parties further acknowledge that any premium received by Agency or any Agent shall at all times be the property of Insurer. Agency acknowledges that if any premium is held at any time by it or its Agents: (i) Agency or its Agents shall segregate such premium from its own funds, and will provide upon reasonable request an accurate and verifiable accounting of all such premium to Insurer, and (ii) Agency or Agent shall promptly remit such premium to the lock box or other place designated by Insurer for receipt of premium.

Agency or its Agent shall not: (1) collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments other than initial premium pursuant to the Insurer's policies and procedures; (2) deposit any cash or negotiable instruments representing payment of any premium including the initial premium except as otherwise instructed by Insurer; or (3) directly or indirectly provide as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy.

E. Contract Delivery.

1. For life and health products, unless otherwise agreed to in writing, upon issuance of a Product contract, policy or certificate of insurance ("Contract") by Insurer, it shall be the obligation of the Agency and/or its Agent to, upon its receipt of such Contract, promptly deliver such Contract to its purchaser. For purposes of this provision, "promptly" shall be deemed to mean not later than five business days or such shorter period as is reasonable under the circumstances, from the time of receipt of the Contract from the Insurer. For fixed annuity Products, unless otherwise agreed to in writing, Insurer shall deliver the Contract directly to the owner.
2. Agency and/or Agent will not deliver or cause to be delivered any Contract if the Agency and/or its Agents, know the applicant to be in poor health in accordance with Insurer's underwriting rules. Insurer's underwriting rules include a prohibition against delivery of a policy if there has been a change in the applicant's health unless delivery is approved by the Insurer's Underwriting Department.

F. Sales Documents and Names/Logos.

1. Sales Documents and Premium. All applications and forms, Marketing Materials (as defined below), books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by Agency or Agent in any transaction involving Insurer and any other personal property furnished by Insurer ("Sales Documents") shall remain property of the Insurer, shall be open to inspection by Insurer at all times, and shall be returned to Insurer at termination of this Agreement along with all uncollected premium receipts and undelivered Contracts sent to Agency or Agent for delivery and collection. Agency and Agents shall not modify, amend or alter the Sales Documents and other documents supplied by Insurer regarding the Products. Agency and Agent shall only utilize Sales Documents and/or other documents approved by Insurer in connection with the solicitation of Products.
2. Marketing Materials. Agency and/or Agent shall not use any written, electronic (including illustrations or software programs) or audiovisual material (including prepared scripts for oral presentations) to create interest in Insurer or the Products ("Marketing Materials"), unless such Marketing Material has been provided by, or approved in writing in advance of such use by, the Insurer. Marketing Materials shall only be provided to a downline Agency, Agent, or prospective insured in identical form to that which has been previously approved by Insurer and may not be altered in any manner prior to dissemination or distribution. In addition, Agency or its Agents may not distribute or make available to customers any information furnished to Agency or Agent that Insurer marked "For Agency Use Only" or that otherwise indicates that it is confidential or not intended to be distributed to customer.

   Furthermore, without limiting other provisions of this Agreement, in the event Insurer shall be subjected to liability, loss, expense, or fine arising out of any unauthorized use of Marketing Materials or Sales Documents by Agency or its Agents, Agency shall be liable to Insurer for all direct, consequential, or other damages and for expenses incurred by or awarded against Insurer and for any other payments required to be made by Insurer as a result of unauthorized use of Marketing Materials or Sales Documents, by reason of settlement or otherwise.
3. Use of Names and Logos. Subject to the provisions in this Subsection F, Agency and its Agents are authorized to use AIG Life and Retirement terms, names and/or company names only in connection with the solicitation, sales, and servicing of Products and only after having obtained prior written approval for each such use. AIG Life and Retirement terms, names and/or company names refers to company, marketing and product names and/or other symbols or logos that contain the term "American General Life Insurance Company," "American General," "The United States Life Insurance Company in the City of New York," "US Life," "AIG" or similar names. Agency's authority to use the logos and other related AIG Life and Retirement terms, names and/or company names shall automatically terminate upon termination of this Agreement.

G. Authority of Insurer. No person other than Insurer has the authority to (i) waive or modify any provision with respect to any Product or Product Contract; (ii) extend the time for payment of any premiums; (iii) accept notes for payment of premium; (iv) contract or incur any debt obligation or other liability in the name or on behalf of Insurer, or otherwise bind Insurer in any way; (v) reinstate any terminated Products or Product policies, contracts or certificates; (vi) make, alter or discharge any policy form and/or administrative form of the Insurer; (vii) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of the Insurer; (viii) institute or file any response to any legal proceeding in connection with any matter pertaining to the Products on behalf of Insurer without its prior written consent; or, (ix) act as Insurer's agent for service of process without written consent of Insurer.

H. Suitability; Standard of Care. Neither Agency nor its Agent shall make a recommendation to purchase or related to in-force management of Insurer's Products unless the purchase or transaction is suitable for (or, where applicable, in the best interest of) the customer in accordance with Applicable Rules ("Applicable Standard of Care"). Additionally, Agency shall not engage in practices that create conflicts of interest for downline independent agents that are inconsistent with the independent agent's obligation to comply with the Applicable Standard of Care.

I. Agents Supervision and Relationships. Agency is responsible for ensuring that Agents: (i) are fully informed as to the provisions and benefits of the Products, (ii) represent Products adequately and fairly to customers and prospective customers, (iii) comply with Applicable Rules, (iv) comply with all policies and procedures of Insurer, and (v) abide by all the terms and provisions of the Products and only solicit Products covered under a Compensation Schedule hereto.

Agency hereby agrees to promptly notify Insurer in writing: (i) if Agency's relationship with Agent is terminated; (ii) of any known or alleged misappropriation of funds by Agency or Agent regardless of whether such known or alleged misappropriation is with respect to funds of Insurer or any other person or company; (iii) if Agency's or an Agent's insurance licensing status lapses or is under any investigation or is terminated by any state.

Upon request, Agency shall furnish to Insurer such appropriate records or documents that evidence compliance with this provision, including verification certificates in a form satisfactory to Insurer.

J. Expenses. Agency is responsible for its own expenses under this Agreement, including but not limited to (i) rentals, office facilities, postage, advertising, and travel expenses; (ii) transportation; (iii) employee and clerical salaries, benefits and expenses; and (iv) Agency and/or Agent's fees, countersignature fees, state and local license fees, and other licensing expenses (other than appointment fees). The Parties agree that Insurer is not responsible for Agents' expenses.

III. Records, Audit and Investigations

A. Accurate Records & Audit.

1. Agency and its Agents shall keep accurate and complete records and accounts of all business and transactions completed pursuant to this Agreement (including but not limited to relevant customer information, such as the suitability information requested of and received from applicants for fixed annuities, and copies of any Marketing Materials, including any illustrations in identical form as delivered to the prospective insured, and the manner and extent of distribution of Marketing Materials). If Agency and its Agents are licensed and appointed to solicit Products in the State of New York, the records relating to Products issued in New York shall be maintained in accordance with New York Insurance Regulation 152.

2. For such time as may be required under Applicable Rules, but in no event less than the term of this Agreement and for ten years thereafter, Insurer has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to visit, inspect, examine, audit and verify, at Agency's offices or elsewhere, by any person designated by Insurer, any of the properties, accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of Agency relating to the business covered by this Agreement and to make copies thereof and extracts there from.

B. Complaints, Investigations and Examinations. Agency shall promptly notify Insurer of (i) any complaint related to the Insurer or its Products, (ii) any violation by Agency or its Agents of any law, regulation or rule in connection with soliciting or servicing any Product, (iii) any disciplinary proceedings that have been threatened or instituted against any of its Agents soliciting sales of any Product, or (iv) notice of any regulatory inquiry, investigation or proceeding or any lawsuit or claim received by Agency or any Agent relating to, in each case, any Product or any activity undertaken in connection with this Agreement. Agency shall transmit to the Insurer by certified mail or overnight delivery, within twenty-four (24) hours after receipt, any documents served upon Agency or Agency's employees in connection with any legal proceedings against Insurer. Insurer and Agency shall each cooperate fully in any inquiry, investigation or proceeding arising out of or in connection with transactions contemplated by this Agreement, including any regulatory inquiry, investigation or proceeding or judicial proceeding arising out of or in connection with the Products.

IV. Products and Commission

A. Agency shall receive compensation based upon the relevant Compensation Schedule(s) (also called Commission Schedules) for Products that is in effect at the date the first full premium is received by the Insurer. All Compensation Schedules and amendments thereto are hereby made part of this Agreement. Compensation Schedules are subject to change at any time in Insurer's sole discretion, but no such change shall affect commission on any policy or contract prior to the effective date of the change.

To receive compensation related to solicitation by an Agent, the Agent must be included in the Agency's downline in the Insurer's records and the Agent must be listed as the agent of record on the Contract. Disputes respecting commission shall be subject to decision and settlement by the Insurer and the Insurer's decision shall be final and binding upon the parties involved.

All compensation shall be paid as it accrues, except that all compensation payments are subject to Insurer's policies and procedures on minimum payments; no payments will be made once commissions owed to Agency fall below the required minimum.

B. IIn no event shall Insurer be liable for the payment of any commissions or other compensation with respect to any solicitation made, in whole or in part, by any person not in compliance with applicable licensing and appointment requirements. Under no circumstances shall Insurer be liable for the payment of any commissions or other compensation with respect to any solicitation which occurred, in whole or in part, in a jurisdiction where the Product was not approved for sale.

C. Insurer shall not be obligated for the payment of commissions or other compensation for a Product if it is determined by Insurer, that Product would not have been issued except for a misrepresentation or omission by Agency or any Agent, even if such Product is not rescinded. In this instance, 100% of the commission or other compensation paid on that Product will be considered unearned and will be returned to the Insurer upon demand or, in the absence of such demand, charged back to the recipient of the commission or other compensation.

D. In no event shall Insurer incur obligations under this Agreement to issue any Products, provide benefits under any features offered by any such Products or pay any commission or other compensation in connection therewith if the Product policyholder or contract owner has exceeded any specified maximum age limitations when the Product application was accepted. With respect to such Products where there has been a misstatement of age and/or inadvertent issuance to an over age owner, the full commission or other compensation paid by Insurer will be unearned and shall be returned to Insurer upon demand or, in the absence of such demand, charged back to the recipient of the commission or other compensation.

E. Initial and/or subsequent premium that exceed, or that cause all Product(s) owned by the same policyholder or contract owner to exceed the dollar amount(s) specified in Insurer's policies and procedures ("Large Case Purchase Payment") require pre-approval by Insurer. Insurer reserves the right to reject any such initial or subsequent premium or may accept such premium under terms communicated to Agency but decided in Insurer's sole discretion.

F. [RESERVED]

G. Compensation for the sale of any Product issued by Insurer that is a renewal, exchange, replacement or otherwise converted from any other Product previously issued by the Insurer or any affiliate shall be paid according to the Insurer's policies, in its sole discretion.

H. For fixed annuity Products, Agency acknowledges and understands that no commission or other compensation with respect to a Product shall be paid to Agency after Agency is no longer designated as an "agency of record" for a particular contract.

I. [RESERVED]

J. Indebtedness.

1. Agency shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement or otherwise. To secure any and all present and future indebtedness of Agency to Insurer, Agency hereby pledges, assigns, and grants to Insurer a security interest in, a first lien upon, and rights of set-off and recoupment against all compensation due to Agency from Insurer. In the event that Agency is indebted to Insurer, Insurer shall have the right, at any time, to deduct such indebtedness from any and all compensation due to Agency from Insurer, at the sole option of Insurer. In addition, Agency hereby gives Insurer the right to perfect the security interest granted in this provision against compensation due Agency from Insurer and agrees that it shall not pledge, hypothecate or otherwise grant to a third party the right to place a lien on any compensation due Agency from the Insurer without Insurer's prior written consent.

2. Agency shall be responsible for any indebtedness owed to Insurer by Agency and its Agents. Except as otherwise agreed to in writing between Insurer and Agency, any indebtedness owed to Insurer by Agents will be immediately due and payable without demand and be offset against any compensation due Agency from Insurer.

3. The indebtedness of either Agency or its Agents to the Insurer shall include, but shall not be limited to, unearned commissions and overrides, any and all chargebacks related to commissions or overrides, or other compensation paid or credited to or received by either Agency or its Agents for policies or contracts of Insurer that lapse or for which the full premium is not paid for any reason or returned pursuant to a freelook. The term indebtedness also includes, but is not limited to, loans, financing arrangements and any other debts to Insurer of Agency or its Agents if the same are not repaid in accordance with the Agency's contract with Insurer regarding the same.

V. Indemnity

A. Insurer shall indemnify, defend and hold harmless the Agency, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all losses, expenses, claims, lawsuits, proceedings, damages and liabilities, joint or several, as incurred (including any costs of investigation and legal expenses and any amounts paid in settlement of any action, suit or proceeding of any claim asserted) (each a "Claim" or collectively "Claims") to a third party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by the Insurer or its employees or representatives, including but not limited to independent contractors engaged by the Insurer to perform any of its duties under this Agreement, (ii) any breach by the Insurer of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by the Insurer.

B. [RESERVED]

C. Agency shall indemnify, defend and hold harmless the Insurer, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all Claims to a third party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by the Agency or its Agents, employees or representatives, including but not limited to independent contractors engaged by the Agency to perform any of its duties under this Agreement, (ii) any breach by the Agency or its Agents of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by the Agency or its Agents and (iv) compensation or commissions payable to a Solicitor in Agency's hierarchy.

D. If any claim for indemnification under this Section V is made and the party seeking indemnification ("Indemnitee") shall provide prompt written request for indemnification (the "Claims Notice") to the party that owes indemnification obligation ("Indemnitor") and the Indemnitor shall provide a written acceptance or rejection of such request within ten (10) business days after its receipt of the Claims Notice. If the Indemnitor fails to respond to the Claims Notice within such ten-day period, or refuses to defend the claim as required by this Section V, the Indemnitee may resist the claim and/or settle or otherwise pay the claim; provided, however, that the Indemnitee shall advise the Indemnitor of its intent to settle or pay the claim prior to doing so. The Indemnitor shall pay all fees and costs incurred by the Indemnitee arising out of or relating to such settlement or payment.

VI. Termination

A. This Agreement shall continue for an indefinite term, subject to the termination by any Party hereto upon 30 days prior written notice (a "Termination Notice") to the other Parties hereto. The Termination Notice shall state the effective date of termination (the "Termination Date"), which shall be a date no earlier than 30 days after the date on which the Termination Notice was delivered to the non-terminating Parties.

B. This Agreement shall automatically terminate upon death or dissolution of the Agency. In the event this Agreement is terminated by the death or dissolution, (i) all compensation related to life insurance Products shall continue to be paid as it accrues subject to the terms of the Compensation Schedule and this Agreement; and (ii) all compensation related to fixed annuity Products shall immediately cease.

If the Agency is an individual, 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 or, if there is no surviving spouse, to the Agency's estate. Should payments be made to the surviving spouse who dies subsequently, remaining payments will be made to the surviving spouse's estate. If a partnership or corporation, all such payments will continue to be made to the partnership or corporation until a principal officer or partner give written directions to make payments elsewhere.

C. This Agreement shall terminate when Agency or its Agents: (a) materially breach a provision of this Agreement or (b) fail to timely and fully comply with Insurer directives, rules, regulations or manuals. Termination shall be effective immediately upon written notice if the breach, default or failure is not corrected within five (5) business days of Agency's receipt of notice of such breach, default or failure including for emphasis, but not limiting the forgoing, in the event the Agency: (1) misapplies, misdirects or misappropriates premium or funds received under the Agreement, (2) fails to remit promptly funds due to Insurer, policyholder, contract owners or applicants; (3) endeavors to induce agents of Insurer to leave its services or Agency and/or its Agent systematically induces policyholders or contract owners of Insurer to relinquish their policies; or (4) materially prejudices the interest of the Insurer or commits a fraud on the Insurer.

D. This Agreement shall terminate without further action on the part of any Party hereto under the following circumstances:

1. Agency's required insurance or securities licensing is suspended, revoked or not renewed; or
2. Upon the filing of a petition in bankruptcy or for reorganization by another Party
3. Agency or any of its principal officers are convicted of a felony or of violation of the securities or insurance laws or regulations of any jurisdiction or of any law which violation reflects adversely upon the honesty and integrity of Agency or any of its principal officers.

E. If this Agreement is terminated pursuant to Section VI(C) or VI(D), Agency's right to receive compensation that is due and payable on or after the termination date pursuant to any Compensation Schedule shall immediately cease.

F. Insurer shall have the right to establish minimum production and persistency standards as a requisite to Agency maintaining this Agreement or its Agents maintaining their appointments with Insurer. Insurer shall be free to amend such standards at its sole discretion.

G. If an Agent's compensation is paid through Agency and Agency is terminated for any reason, Insurer is authorized to pay directly to such Agent any compensation due in accordance with the terms of such Agent's contract with the Insurer. Agency agrees to release, indemnify and hold harmless Insurer and Insurer's affiliates, and their respective shareholders, officers, directors, employees and affiliates, from all claims, losses, liabilities, suits, actions, demands, settlements, judgments, fines, costs, damages, fees and expenses, including, without limitation, reasonable attorney fees and expenses, resulting from payments of compensation made by Insurer to Agents pursuant to this Section.

VII. Survival of Provisions Post-Termination

Upon termination of this Agreement, all authorizations, rights and obligations under this Agreement shall terminate and cease to be in effect, except for the following provisions: Section II (Solicitation; Marketing; and Agency Licensing/Appointment and Supervision) with respect to any Product contract, policy or Contract issued or sold hereunder prior to termination, Section III (Records, Audit, Investigations), Section IV(J) (Indebtedness), Section V (Indemnity), Section VI (Termination), Section IX (Confidentiality), Section X (C) (Insurance), and Section X(G) (Choice of Law/Venue).

VIII. Anti-Money Laundering

A. The Parties acknowledge that in performing their respective duties and services under this Agreement, they are required to comply with the economic sanctions and trade embargoes administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

B. Agency represents and warrants that it will comply with all anti-money laundering laws and regulations applicable to it, including applicable provisions of the USA Patriot Act of 2001 or successor act and the regulations administered by OFAC.

IX. Confidentiality

A. Confidential Information. The Parties acknowledge that, in the performance of the Agreement, they receive or have access to information about customers and other proprietary information of the other Parties, including, without limitation, names, addresses, account balances, account numbers, account activity, social security numbers, taxpayer identification numbers, and financial and health information, as well as all forms and types of financial, business, technical, or economic information, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing ("Confidential Information"). Confidential Information includes among other things: "Health Information," which shall be defined as information including demographic information relating to past, present or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual and (ii) "Financial Information," which shall be defined as personally identifiable financial information and any list, description or other grouping of individuals that is derived using any personally identifiable financial information other than publicly available information about any policyholder or contract owner.

Confidential Information excludes information that (1) is independently developed by a Party without violating the disclosing Party's proprietary rights, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is intentionally disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by a Party, as evidenced by the written records of that Party, free of an obligation of confidentiality other than pursuant to this Agreement, or (5) is rightfully received by a Party free of any obligation of confidentiality.

B. Use. The Parties may use Confidential Information only in connection with this Agreement and may not disclose Confidential Information to any third party except as permitted by the Gramm-Leach-Bliley Act, other applicable federal and state laws and regulations regarding privacy, this Agreement, the Producer Sales Practice Manual, as applicable, the AIG Third Party Code of Conduct, or as otherwise agreed to in writing by the Parties hereto. The Parties may disclose Confidential Information to their respective employees, agents and third party service providers (1) who are involved in the issuance, administration, maintenance, or servicing of a customer's account or (2) otherwise on a need-to-know basis, provided that, in each case, they have first been adequately apprised and/or trained to observe this confidentiality. The Parties will take reasonable steps to protect the Confidential Information, applying at least the same security measures and level of care as they employ to protect their own Confidential Information and any steps required by Applicable Law. If a Party is compelled by applicable law to disclose any Confidential Information, the Party so compelled must promptly notify, in writing, the Party whose Confidential Information is being disclosed before disclosing such Confidential Information so that such other Party is afforded the opportunity to seek relief from such disclosure or to limit the scope of the disclosure.

C. Security. Each Party agrees to comply with all federal, state, and local law or regulation related to privacy, including Regulation S-P, Title V of the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Agency shall notify Insurer promptly upon any breach of Confidential Information or "Cybersecurity Event." Cybersecurity Event is defined as any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an Information Systems and/or information stored on such Information System that directly impacts a Party's Information Systems or the Party's Confidential Information. Information System is defined as a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination or disposition of electronic information, as well as any specialized system such as industrial/process controls system, telephone switching and private branch exchange systems, and environmental control systems. Each Party represents and warrants that it has implemented and currently maintains, and, during the term of this Agreement, will continue to monitor and maintain an effective information security program to protect the Information Systems and Confidential Information, which program includes administrative, technical, and physical safeguards:

1. to ensure the security and confidentiality of Confidential Information;
2. to protect against any anticipated threats or hazards to the security or integrity of such Confidential Information;
3. to protect against unauthorized access to or use of Confidential Information which could result in substantial harm or inconvenience to either Party or their affiliates, or to customers of them; and

4. shall specifically include cybersecurity protections that at a minimum require: (1) the use of multi-factor authentication or other reasonable authentication approved by the Party whose Information System is being accessed; and (2) use of encryption to protect the unauthorized disclosure of Confidential Information being held or transmitted by a Party.

D. Injunctive Relief. The Parties acknowledge that the unauthorized disclosure of Confidential Information is likely to cause irreparable injury to the disclosing party and that, in the event of a violation or threatened violation of a Party's obligations hereunder, the disclosing party shall have no adequate remedy at law and shall therefore be entitled to enforce each such obligation by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies which may be available at law or in equity.

E. Information Received in Error. If Confidential Information, which is not necessary for the purposes of this Agreement, is received by one Party from the other Party in error, the other Party shall promptly return or destroy the original and all copies of the same and certify in writing to the requesting Party that the Confidential Information has been returned or destroyed.

F. Audit. For the term of this Agreement and for two years thereafter, Insurer and/or Distributor has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to conduct a security assessment of Selling Entities cybersecurity practices and Information Systems.

G. Use upon Termination. At the termination of this Agreement, or in the event a Party makes a request for the return/destruction of its Confidential Information, the other Parties will promptly return the original and all copies of same, or certify in writing to the requesting Party that the Confidential Information has been destroyed; provided however, that each Party shall retain Confidential Information in its possession necessary to service its customers. Upon termination of this Agreement, this Section IX (Confidentiality) shall survive.

X. General Provisions

A. Amendment. Except as expressly provided herein, no amendment to this Agreement shall be effective unless set forth in writing and signed by all the Parties hereto. Notwithstanding the foregoing:

1. Compensation Schedules hereto adopted pursuant to Section V may be amended or modified by Insurer through communications of any such amendment to the Agency.
2. In the event of a change in state or federal law or applicable regulation, Insurer may amend this Agreement as necessary to comply with such change in the law or regulation. The Parties agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date. Any such communication concerning amendments under Section X(A)(1) and X(A)(2) above may include, but are not be limited to, posting of amendment information on the Insurer's websites or other means of making such information known or available to Agency and its Agents.

B. Addresses for Notice. Any communication or notice pursuant to this Agreement shall be in the form of a written or facsimile message and be delivered to the addresses set forth on the signature pages hereto or such address as communicated by a Party in writing to the other Parties subsequent to the Effective Date of this Agreement, and shall be deemed delivered and treated as effective (i) when delivered, if delivered in person (by hand or by messenger) (ii) on the fifth (5th) day after mailing, if mailed pursuant to United States first-class mail (or any express mail service), postage prepaid, or (iii) upon transmittal if in the form of a facsimile (if confirmed by transmittal).

C. Insurance.

1. [RESERVED]
2. For as long as this Agreement is in force, the Agency and each of its Agents will also maintain Errors & Omission ("E&O") coverage of at least $1,000,000 per incident and with a deductible of not more than $50,000. E&O coverage shall be maintained at Agency and/or Agent's expense and shall be placed with an insurer with an A minus or better rating from A.M. Best. This is a minimum requirement only and does not diminish any of Agency's indemnification obligations under Section V.

3. Agency acknowledges that the Insurer may require evidence that E&O coverage are in force and Agency shall promptly give notice to the Insurer of any notice of cancellation or change of coverage. Agency shall assign any proceeds received from the E&O companies to the Insurer to the extent of the Insurer's loss due to activities covered upon resolution of the matter. If there is any deficiency, Agency will promptly pay the Insurer that amount on demand to satisfy any deficiency and the costs of collection.

D. Independent Contractor. Agency and Agents and representative are independent contractors for the Insurer or Distributor.

E. Assignment. No assignment of this Agreement (whether by operation of law or otherwise) or of commissions or other payments under this Agreement by Agency shall be valid without the prior written consent of the Insurer. If Agency delegates or subcontracts with another third-party to perform any of Agency's obligations under this Agreement, Agency shall remain fully responsible and liable for all obligations performed by such third-party to the same extent as if such obligations were performed by Agency. Upon written notice to Agency, Insurer may transfer the Agreement to an affiliate via assignment and/or novation and such affiliate shall assume the rights and obligations of Insurer, as applicable, upon the date specified in such notice.

F. Severability/Entire Agreement. To the extent this Agreement may be in conflict with Applicable Rules, this Agreement shall be construed in a manner not inconsistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement. This Agreement, together with the annexes and schedules hereto, constitutes the entire agreement of the Parties hereto, and supersedes all prior agreements and undertakings, both written and oral, among the Parties hereto with respect to the subject matter hereof and thereof.

G. Choice of Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Venue for any action between the Parties shall be Houston, Texas.

H. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, constitute an agreement binding on all Parties notwithstanding that not all Parties are signatories to the same counterpart.

I. Waiver. The failure of a Party to insist on strict compliance, or to exercise any right or remedy under this Agreement shall not constitute a waiver of any rights contained herein or stop the Parties from thereafter demanding full and complete compliance or prevent the Parties from exercising such remedy in the future.

J. Contacting of Policyholders, Contract Owners and Others. The Parties agree that any Party may contact by mail or otherwise, any customer, or agent, account executive or employee of a Party or other individual acting in a similar capacity if deemed appropriate by that Party, in the course of normal customer service for existing Contracts and accounts or as required by law. The term "customer" shall include certificate holders under a group Contract.

K. Headings. The captions or headings of this Agreement are for convenience and ease of reference only. They will have no effect on the meaning or interpretation of any provision of this Agreement

IIN WITNESS WHEREOF, this Agreement, dated _____ ("Effective Date"), has been executed by duly authorized representatives of each Party as follows:

Instructions: If Agency is an entity, write the legal name of the entity on the Entity Name line for the Agency below. In this case, the signatory for the Agency is signing as an individual insurance agent and on behalf of the entity as an authorized representative and principal insurance agent of the entity. Include both the Tax Identification Number (TIN) of the entity and the Social Security Number of the authorized representative below.

"AGENCY/AGENT":

Entity/Agent Name: _____

Tax ID/SSN of Entity/Agent _____

Agent Signature:_____

For Entity:

Authorized Representative
Name: _____

Authorized Representative's SSN: _____

Authorized Representative
Signature:_____

Date:_____

Send mail to:

_____

_____

_____

"INSURER":
AMERICAN GENERAL LIFE INSURANCE COMPANY

By: _____

NAME: Mark A. Peterson
TITLE: Vice President, Distribution

DATE: _____

Send mail to:
Mark A. Peterson
AIG Life and Retirement
2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

With a copy to (which shall not constitute notice):
Chief Insurance Counsel,
Product Manufacturing and Marketing
AIG Life and Retirement
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997

"INSURER":
THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK

By: _____

NAME: Mark A. Peterson, Distribution
TITLE: Vice President

DATE: _____

Send mail to:
Mark A. Peterson
AIG Life and Retirement
2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

With a copy to (which shall not constitute notice):
Chief Insurance Counsel,
Product Manufacturing and Marketing
AIG Life and Retirement
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997

ADDENDUM TO AGENCY AGREEMENT
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA"), effective as the date of the Agency Agreement to which it is attached, is between the Agency named in such Agency Agreement (hereinafter referred to as "Agency") and Insurer, as that term is defined in such Agency Agreement (hereinafter referred to as "Insurer").

WHEREAS, the parties have entered into an Agency Agreement under which Agency provides insurance sales and other services to or on behalf of Insurer;

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

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

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

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

1. Definitions. Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as set forth in the HIPAA regulations 45 C.F.R. Parts 142 and 160-164.

2. PHI Uses and Disclosures.

   A. Agency shall maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the General Agency Agreement and any addendum thereto and to fulfill the purpose of this BAA, consistent with Insurer's notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate the HIPAA regulations and applicable rules and regulations, if done by Insurer.

   B. Agency, and its officers, directors, employees, contractors and agents, shall:

      i) Not use or further disclose PHI other than as permitted or required by the General Agency Agreement and this BAA or any addendum thereto or as required by law.

      ii) Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality, and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards of the HIPAA security regulations.

      iii) Report to Insurer's Privacy Officer in writing any security incident, or any use or disclosure of PHI that is not permitted by this BAA or any addendum of which Agency becomes aware within five (5) business days of Agency's discovery of the unauthorized use or disclosure. A "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Agency'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 Agency has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or security incident; (v) what corrective action Agency 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.

      iv) Require all of its subcontractors or agents that receive or have access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this BAA, including the obligation to return or destroy the PHI as provided for below.

      v) Make Agency's internal practices, books, and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for purposes of determining Agency's and Insurer's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges; provided that, Agency shall immediately notify Insurer upon receipt by Agency of any such request.

vi) 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 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. Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Agency directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Agency will forward such request immediately to Insurer and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Agency 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.

vii) Upon termination of this BAA, return or destroy (with the permission of Insurer) all PHI that it maintains in any form pursuant to this BAA, and retain no copies of such information. A senior officer of Agency shall certify in writing to Insurer within thirty (30) days after termination of this BAA that all PHI has been returned or destroyed and Agency retains no PHI. However, if Insurer determines that such return or destruction is not feasible, Agency will continue to extend the protections of this BAA 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 BAA.

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

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

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

6. Restrictions On Use. Insurer shall notify Agency of any restriction to the use or disclosure of PHI Insurer has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Agency's use or disclosure of PHI.

7. State Law Compliance. To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Agency shall be made in accordance with the law.

8. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

9. Notice of Investigation. Agency shall notify Insurer immediately upon receipt of notice of an investigation or of a lawsuit filed against Agency related to or arising from the use or disclosure of PHI by Agency pursuant to this BAA.

10. Injunctive Relief. Agency agrees that the remedies at law for any breach by it of the terms of this BAA 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 Agency of the terms of this BAA, 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 BAA related to injunctive relief, if any, shall be cumulative.

11. HITECH Act Applicability. Agency understands and agrees that enactment of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate Agency under the HIPAA Privacy and Security Rules. Any requirements applicable to Agency under the HITECH Act are hereby incorporated into this BAA. Agency agrees to comply with each of the requirements imposed under the HITECH Act, as of the applicable effective dates of each such requirement, including monitoring federal guidance and regulations published pursuant to the HITECH Act, and timely compliance with any such guidance and regulations issued pursuant to the HITECH Act.

12. Indemnification. To the extent permitted by law, Agency 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 Agency in connection with the performance of Agency's duties under this BAA.

13. Continuation of Obligations. Agency's obligations under Sections 11 and 12 shall continue after termination of this BAA.

14. Conflict. This BAA governs the obligations of Agency and Insurer with respect to privacy issues only, and the General Agency Agreement shall govern as to all other issues. If there is any conflict between the General Agency Agreement and this BAA, this BAA shall control.

15. Amendment of BAA. In the event of a change in the HIPAA regulations or state or federal law or requirements affecting the use or disclosure of PHI, Insurer may amend this BAA as necessary to comply with the change in the law or regulation. Insurer and Agency agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this BAA has been amended by said effective date.

16. Ambiguity. Any ambiguity of the terms shall be resolved to permit Insurer to comply with HIPAA, its applicable regulations and the privacy rule.

75% ANNUALIZATION

American General Life Insurance Company
A member of American International Group, Inc. (AIG)

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 $7,500 for any one case, and the total unearned amount outstanding under this supplement can not exceed $50,000 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.

   (A) It is understood that any unearned advance balance will be charged back if the policy lapses or surrenders in policy duration year 1. In addition, if an unearned advance balance exists in policy duration month 13, this unearned advance balance will charged back. Repayment will be expected immediately.
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. Should the policy lapse or if it is not taken causing the advance commission to chargeback, the annualization fee is non – refundable.
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

_____ _____ Code # _____

Print name of Representative | Signature of Representative

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.

_____ _____ Code # _____

Print name of Sponsor/Recruiter | Signature of Sponsor/Recruiter

American General Life Insurance Company
A member of American International Group, Inc (AIG)

Effective Date (to be completed by Home Office) _____

Home Office Authorized Signature _____

50% ANNUALIZATION

American General Life Insurance Company
A member of American International Group, Inc. (AIG)

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 fifty percent (50%) of first year commissions due on life policies, issued after the effective date of this supplement. The fifty percent (50%) remaining first year commission will be paid on an earned basis upon receipt of the seventh 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 fifty percent (50%) of the premium collected, but will in no event exceed fifty percent (50%) of the Benchmark premium. The fifty percent (50%) remaining first year commission will be paid on an earned basis upon seventh month premium.
6. List Bill premiums are not eligible for Annualization.
7. Annualization payment is limited to $7,500 for any one case, and the total unearned amount paid under the Supplement can not exceed $50,000 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.

   (A) It is understood that any unearned advance balance will be charged back if the policy lapses or surrenders in policy duration year 1. In addition, if an unearned advance balance exists in policy duration month 13, this unearned advance balance will charged back. Repayment will be expected immediately.
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 is a supplement. 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 two point five percent (2.5%) of the commission paid under this Supplement will be automatically deducted, and recorded on your commission statements. Should the policy lapse or if it is not taken causing the advance commission to chargeback, the annualization fee is non – refundable.
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

_____ _____ Code # _____

Print name of Representative | Signature of Representative

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.

_____ _____ Code # _____

Print name of Sponsor/Recruiter | Signature of Sponsor/Recruiter

American General Life Insurance Company
A member of American International Group, Inc (AIG)

Effective Date (to be completed by Home Office) _____

Home Office Authorized Signature _____

Life Insurance
Solicitor Sales Agreement

American General Life Insurance Company
The United States Life Insurance Company in the City of New York
A member of American International Group, Inc. (AIG)

You are requested to make application to the Department of Insurance in the State(s) indicated below, and additional States as may be requested in the future, for appointment or issuance of a life insurance agent or representative's license authorizing me to solicit applications on behalf of the American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York, ("US Life", "American General" and "US Life" each referenced individually as the "Insurer"). I _____ (Agent) of _____ (Agency) hereby agree that your consent to the issuance of such license or appointment is subject to, and I hereby agree to be bound by, each of the following conditions:

(1) That the Insurer 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 Insurer, it being expressly understood that I am under direct contract with the Agency who has personally agreed to compensate me for such services; and

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

(3) That I shall comply with the rules, regulations, compliance manuals and rate books of the Insurer, 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

(4) 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 Insurer, in any respect; and

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

(6) That I shall not obligate the Insurer nor incur expense in it behalf in any manner whatsoever; and

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

IN WITNESS WHEREOF, I have affixed my signature this date _____ 20 **21**

I request a Life Insurance License for the State(s) of _____

_____ Applicant's Name (Print)

_____ Signature of Applicant

Birthdate _____ Social Security # _____

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my Agency Agreement with the Insurer and this Agreement.

_____ Recruiting Agency Name (Print)

_____ Signature of Recruiting Agency

The Agency Code # is _____ Date _____

This contract has been assigned #_____ by American General Life Insurance Company and/or The United States Life Insurance Company in the City of New York.

American General Life Insurance Company

_____ Authorized Signature

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

_____ Authorized Signature

AIG

Collateral Assignment

☐ **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 **100%** 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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RETAIN THE FOLLOWING PAGES

FOR YOUR RECORDS

AMERICAN INTERNATIONAL GROUP, INC.
THIRD PARTY CODE OF CONDUCT

Introduction

American International Group, Inc., along with its subsidiaries and affiliates (collectively "AIG"), is committed to conducting its business in accordance with the highest ethical standards and in full compliance with all applicable laws and regulations in the United States and in other jurisdictions in which AIG operates or does business. As part of that commitment, AIG expects all companies and individuals with whom it does business to do the same. AIG counts on each of its business partners, including, but not limited to, suppliers, vendors, distributors, subcontractors, agents, consultants and third parties acting on AIG's behalf (collectively "Third Parties"), to adhere to the same core values and principles as AIG. This Third Party Code of Conduct summarizes AIG's expectations for all Third Parties engaged by AIG.

Scope

This Third Party Code of Conduct applies to all Third Parties engaged by AIG anywhere in the world. A copy of this Third Party Code of Conduct shall be provided to all Third Parties engaged by AIG at the time of the engagement or within a reasonable time thereafter.

Standards and Expectations

A. Legal and Regulatory Compliance: AIG expects Third Parties to conduct business in full compliance with all applicable laws and regulations. In addition to the obligations that Third Parties assume in contractual agreements with AIG, AIG expects all Third Parties to meet the obligations described below. To the extent more specific terms and conditions are contained in a contractual agreement, the more specific terms and conditions govern. AIG reserves the right to seek information and documentation from Third Parties to assess compliance with this Third Party Code of Conduct.

1. **Economic Sanctions, Anti-boycott, Export Controls:**
   - Comply with all applicable U.S. and international economic sanctions laws and regulations.
   - Never conduct business on AIG's behalf with individuals, entities, organizations or countries that are the targets of U.S. economic sanctions laws and regulations or other applicable economic sanctions laws and regulations.
   - Never participate in any boycott or restrictive trade practice, unless sanctioned by the U.S. Government.
   - Comply with all applicable U.S. and international export control, re-export and import restrictions.

2. **Antitrust and Competition Law:**
   - Comply with all applicable U.S. and international antitrust and competition laws and regulations.
   - Compete lawfully in all markets in which the Third Party operates.
   - Obtain sensitive data about AIG competitors only from lawful and appropriate sources.

- Never discuss with any competitor prices, bids, customer sales, bid rigging, market allocation, or other competitively sensitive information.

3. **Anti-Money Laundering:**
   - Comply with all applicable U.S. and international laws and regulations pertaining to the detection, prevention, and reporting of potential money laundering and terrorist financing activities.

4. **Anti-Corruption:**
   - Comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act, and all other applicable laws that prohibit corruption, extortion, kickbacks, or bribery, including the U.K. Bribery Act 2010.
   - Never pay bribes or provide other improper benefits to any person to obtain or retain business or secure a business advantage.
   - Never promise, offer, or authorize the payment of money or anything else of value to a government official, including employees of government-owned or government-controlled entities in order to obtain or retain business or secure a business advantage.
   - Maintain books and records that accurately reflect the true nature of transactions.

5. **Data Privacy and Security:**
   - Comply with all applicable U.S. and international privacy and data protection laws and regulations, including laws and regulations regarding the cross-border transfer of personal information.
   - Maintain appropriate procedures, safeguards and controls to secure and protect the confidentiality and integrity of all personal information received from, or processed on behalf of, AIG.

6. **Insider Trading:**
   - Never transact in AIG securities or another company's securities (including companies unaffiliated with AIG) while in possession of material, non-public information relating to AIG or such other company obtained in the course of performing services for AIG.
   - Never pass on ("tip") confidential or material non-public information to others or recommend to anyone the purchase or sale of the relevant securities if you are in receipt of material non-public information.

B. Confidential Information: AIG expects its Third Parties to keep all proprietary and sensitive information received from, or disclosed by, AIG as "Confidential" and to take precautions to safeguard such information. No disclosure of such Confidential Information is permitted except as required by law or with the express written consent of AIG, or in accordance with written agreements between Third Parties and AIG. Where more specific confidentiality terms are included in a Third Party agreement, the terms of the agreement govern.

C. Conflicts of Interest: AIG expects Third Parties to avoid actual or potential conflicts between their personal interests and the interests of AIG. Third Parties shall not knowingly deal directly with an AIG employee whose family member or relative, including spouse or domestic partner, has a financial interest in the Third Party.

D. Intellectual Property: AIG expects its Third Parties to protect the intellectual property of AIG and its business partners and suppliers (including other Third Parties), and to consult with AIG or the applicable IP owner in advance of using or disclosing AIG's or another party's intellectual property to other third parties without the express written consent of AIG or the applicable owner. AIG or the applicable owner shall remain the owner of such intellectual property and no rights or interests are transferred to Third Parties

E. Records Retention and Management: AIG expects Third Parties that create records that contain information relating to AIG operations and administration and/or are subject to legal and regulatory retention requirements ("AIG Records") to retain such AIG Records in accordance with all applicable legal and regulatory retention requirements. When more specific records retention and management provisions are included in a Third Party Agreement, the terms of the agreement govern.

Failure to Comply

AIG will only do business with Third Parties that comply with all applicable U.S. and international laws. AIG may endeavor to terminate, without any liability to AIG, any pending purchase order or contract with any Third Party that does not comply with the standards set forth in this Third Party Code of Conduct.

Reporting Violations

AIG expects Third Parties to report any violations of this Third Party Code of Conduct to the AIG Global Compliance Group at: corporatelegalcompliance@aig.com. Third Parties can also report anonymously, if permitted by local law, through the AIG Compliance Help Line at 1-877-AIG-2210 or at www.aigcompliancehelpline.com.

Revisions and Approvals

Date	Version
January 2012	1.0

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 is 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.

Effective Date: March 23, 2019

AIG COMPANIES

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW 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 AIG Companies [1] (referred to as "we," "us," "our") 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.

You are receiving this notice because you have insurance under an AIG Companies insurance policy from one of the subsidiaries or affiliates of American International Group, Inc. (collectively, the "AIG Companies" or "we") listed on this notice.

If the insurance policy you have does not provide payment for the cost of medical care, then this HIPAA Notice does not apply to you. In that case, you will have also received a separate Privacy Notice from us that describes our privacy practices and your rights under state and federal laws related to personal health, financial and other personal information we may have collected about you in the course of conducting business with you.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose your PHI for different purposes. As may be 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, legal, compliance, actuarial, auditing, or other administrative activities, including data analysis and 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.

[1] For purposes of this Notice, the AIG Companies include and the pronouns "we," "us," "our" and "plan" refer to American General Life Insurance Company,* The United States Life Insurance Company in the City of New York, and National Union Fire Insurance Company of Pittsburgh, Pa.

*This Company does not solicit business in New York.

- **Treatment.** While we do not provide 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.

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. If you are denied access, you may ask that our denial be reviewed. 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, we will inform you the amendment has been accepted. We will also make reasonable efforts to inform others, including specific parties named by you 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 more than 6 years prior to your request; (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 HIPAA 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 HIPAA Privacy Officer. See the end of this Notice for the contact information.

- **Breach Notification Requirements.** AIG 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 Rules, 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 your privacy rights have been violated, you may file a complaint, in writing, to the HIPAA 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 HIPAA PRIVACY OFFICER

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

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

Email: hipaaquestions@aig.com

Telephone:

American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786