



LICENSING REQUIREMENTS

Please include the following requirements and Fax to **425-453-0909**
Or E-Mail to **Contracting@theannuitysourceinc.com**

Contracting Requirements

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

Training Requirements

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

<https://aml.limra.com>

Username: First four letters of last name and last six of the social - all lowercase

Password: First time users will use the last name (lowercase)

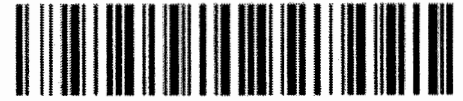
Licensing Questions please call:

800-743-4930

www.theannuitysourceinc.com



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)



**Licensing and Commissions
Transmittal Form**

Complete this section when Agent is also submitting New Business

Insured Name: _____ Policy Number (if known): _____
 Application Signed State: _____ Application Signed Date: _____

Date: _____ Submitted By: _____ Code #: _____

Corporation Name: _____

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

CONTACT INFORMATION

FOR MISSING DOCUMENTS OR PAGES

FOR L&C FOLLOWUP

Name: _____

Name: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

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:

SUBMISSION INSTRUCTIONS

FAX OR E MAIL

Toll Free Fax: 877-484-3142
Email: getappointed2@aig.com

IMPORTANT APPLICATION INSTRUCTIONS

Recruiter/Manager should email or fax a complete application. An incomplete application will delay processing. All information requested must be supplied. Pages 1-4 are to be completed by applicant only.



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 below box if you are the principal/officer of the Corporation:

I am an officer of the Corporation.

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?	<input type="checkbox"/>	<input type="checkbox"/>
b. Any Misdemeanor?	<input type="checkbox"/>	<input type="checkbox"/>
c. A violation of federal or state securities or investment related regulation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you now owe money to any life or health insurance company?	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
b. have you had a salary garnished or had liens or judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of American General Affiliates ever declined to appoint you, refuse to contract you or terminated your contract?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has a bonding company ever denied, paid out on or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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.		<input type="checkbox"/>

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

Agent Name: _____

SSN / FEIN: _____

Licensing and State Appointment Request

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

In which states do you want to be appointed? _____

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

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

Variable Licensing Section

Please complete the following ONLY when requesting variable appointment:

Who is your Broker/Dealer: _____

CRD Number: _____

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

Independent Wholesaler Election:

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

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

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

IW Code: _____

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

Direct Deposit (EFT) Authorization Section - REQUIRED

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

Financial Institution _____ Phone _____

Address _____ City _____ State _____ Zip _____

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

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

Signature _____ Date Signed _____

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.

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

LIFE BROKERAGE CHANNEL (Required for Life Brokerage Set-Ups)

Life Brokerage: AGL Contract Level

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

Life Brokerage: Commission Level

AGL	USL
Recruiter/Upline Number: _____	USL Contract Level: <input type="checkbox"/> Solicitor <input type="checkbox"/> Agent/Producer
Life First Year Level _____	<input type="checkbox"/> GA 2 <input type="checkbox"/> GA 1 <input type="checkbox"/> GA
Life Renewal Level _____	Recruiter/Upline Number: _____
Specialty Products _____	GA = Set Compensation
AGL Annuity _____	GA1 = EAP _____% Override _____%
A & H First Year Level _____	GA2 = EAP _____%
A & H Renewal Level _____	Prod = Set Compensation

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

Policy Number: _____ Proposed Insured Name: _____

Life Brokerage: Override / Productivity Bonus

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

Override: _____ Productivity Bonus: _____

PARTNERS GROUP CHANNEL (Required for Partners Group / Special Rep Set-Ups)

Level	Agent Name	Agent ID

Agency Name and Number _____

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)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-weight: bold;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-weight: bold;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td><td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 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 on page 3.	

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 or to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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 solicit and procure applications for the Products and Agency accepts such authorization. This appointment and authorization is 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 of Product applications shall apply to Agency or its Agents only to the extent of Agency's or its Agents' solicitation activities, as applicable.

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 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. 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 may rely on the accuracy of Product information provided by Insurer. 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 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. 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 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, by reason of settlement or otherwise.
3. Use of Names and Logos. 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 Annuity," "AIG Benefit Solutions" 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.

1. Suitability; Supervision. Neither Agency nor any Agent shall solicit an application from or recommend to an applicant the purchase of Insurer's Products unless such purchase is suitable for the applicant in accordance with Applicable Rules. While not limited to the following, Agency shall establish a supervisory system to ensure that, prior to or at the time of sale, the Agent has made a reasonable determination of suitability for:
 - fixed annuities (including income annuities)
 - index annuities
 - life insurancebased on information supplied after a reasonable inquiry concerning the applicant's insurance and investment objectives, financial situation, age, needs and other relevant factors as required by Applicable Rules.

2. **Annual Certification; Reliance and Right to Audit.** Agency shall provide Insurer with an annual certification regarding Agency's compliance with this section. Such certification shall disclose, if applicable, the occurrence of any material violations of this section that Agency is aware. The parties acknowledge that Insurer will (i) rely on Agency's supervisory system, and (ii) have the right to audit and monitor such the Agent's suitability determination for purposes of complying with Applicable Rules. Agency shall furnish to Insurer such appropriate records or documents as Insurer may request that evidence compliance with this section, including client profiles and verification certificates in a form satisfactory to Insurer.

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, and (iv) comply with all policies and procedures of Insurer. Agency also hereby agrees to ensure the Agent abides by all the terms and provisions of the Products and only solicits 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 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.** To the extent Agency is aware, 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. In 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 controverted 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, or (iii) any violation of Applicable Rules by the Agency or its Agents.
- D. If any claim for indemnification under this Section V is made and the party seeking indemnification ("Indemnatee") 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 Indemnatee may resist the claim and/or settle or otherwise pay the claim; provided, however, that the Indemnatee 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 Indemnatee 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 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(L) (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"). The Parties shall not engage in transactions that, unless specifically licensed by OFAC, involve (i) individuals or entities appearing on the "Specially Designated Nationals and Blocked Persons" ("SDN") list, or (ii) the Sanctioned Countries list.
- B. In performing their duties under this Agreement, neither Party shall issue or cause to be issued a policy (i) to any individual or entity on the SDN list, (ii) that insures an individual or entity on the SDN list, or (iii) where an individual entity on the SDN list benefits from or has an interest in the policy.
- C. Further, neither Party shall enter into a transaction nor issue a policy that insures a transaction that is prohibited under the individual county sanctions enforced by OFAC.
- D. Neither Party shall cause any claim to be paid, premium(s) accepted, services or products furnished, or monies or assets of any kind exchanged to or with an individual or entity on the SDN list or connected in the manner described in the OFAC regulations to a country on the Sanctioned Countries list.
- E. Each Party shall take appropriate steps to prevent violations of this provision, including "scrubbing" the names of the insureds and claimants against the names on the SDN list prior to issuing coverage to such insureds and/or prior to paying claims to such insureds.
- F. Agency represents and warrants that it has policies, procedures and internal controls in place that are reasonably designed to 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 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 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 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. 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. 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 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; and
 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.
- 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 the original and destroy all copies of the same or certify in writing to the requesting Party that the Confidential Information has been destroyed.
- F. Use upon Termination. At the termination of this Agreement, or in the event a Party makes a request for the return 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.

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. Insurer may also amend the Agreement or its policies and procedures, as the Insurer deems appropriate related to changes in laws or regulations, through communications of any such amendment to the Agency.

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.

IN 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":

Send mail to:

Entity/Agent Name: _____

Tax ID/SSN of Entity/Agent _____

Agent Signature: _____

For Entity:

Authorized Representative
Name: _____

Authorized Representative's SSN: _____

Authorized Representative
Signature: _____

Date: _____

"INSURER":

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: _____

NAME: Mark A. Peterson
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

"INSURER":

**THE UNITED STATES LIFE INSURANCE COMPANY
IN THE CITY OF NEW YORK**

By: _____

NAME: Mark A. Peterson
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 a 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.

- vii) 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.