

COREBRIDGE FINANCIAL

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”). 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 life insurance products identified on the “Compensation Schedules” attached hereto (collectively “Products”) that are issued by Insurer through Agency and/or its Agents (as defined below) who are appointed under applicable state insurance law with Insurer. If 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 Agency and its Agents, to market, wholesale, 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 and procurement of Product applications shall apply to Agency or its Agents only to the extent of Agency’s or its Agents’ solicitation and procurement activities, as applicable, and not to marketing and/or wholesaling activities in support of a downline Agency or Agent, which shall expressly exclude any direct Product solicitation, Product recommendation or procurement of Product application.

I. Applicable Rules

A. By executing this Agreement each Party represents that it is in compliance and will remain in compliance with all applicable state and federal laws, regulations, and interpretive guidance of governmental agencies or other regulatory bodies including self-regulatory organizations (“SRO”) which are applicable to their respective businesses (collectively “Applicable Rules”), or any cases of noncompliance would have no adverse effect upon the Party’s ability to execute, deliver and perform its obligations hereunder or result in liability of any kind to the other Parties or their affiliates. In addition, Agency and its Agents shall comply with Insurer’s policies and procedures, which are provided to Agency, including any manuals, agency updates, instructions, and directions communicated to 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 salespeople or other general agents that may recruit insurance salespeople (collectively, “Agents”). Agency shall ensure all Agents are licensed, qualified, and suitable for appointment and may represent Insurer in connection with the marketing, solicitation, and sale of Products. Insurer reserves the sole right to not appoint or contract a particular Agent, or to terminate such appointment or

contract at any time. Agency represents that the information contained in each Agency and Agent application for appointment shall be true and accurate, to the best of Agency's knowledge, as of the date that such application is submitted to Insurer. Agency shall notify Insurer within twenty (20) business days of any: (1) material changes in the information set forth in an Agency's or Agent's application for appointment; (2) inquiries or disciplinary actions initiated against Agency or any Agent by regulatory bodies or SROs; (3) cancellation, material modification or non-renewal of Agency's liability insurance coverages; or (4) any insurance regulatory inquiries, investigations or complaints relating to the sale of the Products.

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

3. [RESERVED]

B. Background Check.

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

2. [RESERVED]

3. [RESERVED]

C. Solicitation.

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

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

3. [RESERVED]

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

Agency or its Agent shall not: (1) collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments other than initial premium pursuant to 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. 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 Agency and/or its Agent to, upon its receipt of such Contract, promptly deliver such Contract to its owner. 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 Insurer.

2. Agency and/or Agent will not deliver or cause to be delivered any Contract if 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 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 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 warrants that it shall not use any written, electronic (including illustrations or software programs) or audiovisual material (including prepared scripts for oral presentations) to create interest in Insurer or the Products ("Marketing Materials"), unless such Marketing Material has been provided by, or approved in writing in advance of such use by, the Insurer. Marketing Materials shall only be provided to a downline Agency, Agent, prospective insured, and/or prospective contract owner in identical form to that which has been previously approved by Insurer and may not be altered in any manner prior to dissemination or distribution. In addition, Agency or its Agents acknowledges that it is obligated not to 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.

3. Use of Names and Logos. Subject to the provisions in this Subsection F, Agency and its Agents are authorized to use Corebridge Financial names, trademarks, service marks, logos or identifications 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 ("Corebridge Financial Marks"). Corebridge

Financial Marks 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,” “Corebridge,” “Corebridge Financial Annuity,” “Corebridge Financial” or similar names. Agency’s authority to use Corebridge Financial Marks shall automatically terminate upon termination of this Agreement. By using the Corebridge Financial Marks, Agency and its agents agrees to Insurer’s Co-Brand Guidelines, and provide Insurer with samples of trademark use, upon request from Insurer. Further, Agency and its agents will obtain Insurer’s approval to engage in external advertising or additional rights using Corebridge Financial Marks.

All goodwill associated with use of the Corebridge Financial Marks by Agency or its agents shall inure solely to the benefit of Insurer. Agency and its agents agree to (i) not register any of the Corebridge Financial Marks as domain names, social media handles or trademarks; (ii) not to make any changes to the style, font, size, design, or other features of the Corebridge Financial Marks, except as set forth in the Corebridge Financial Co-Brand Guidelines or approved in writing in advance by Insurer; and (iii) not to challenge the title or validity, or oppose or cancel, the Corebridge Financial Marks.

Agency acknowledges that Insurer may terminate this trademark license for any reason immediately upon notice, in Insurer's sole discretion. Upon termination, Agency agrees to remove the Corebridge Financial Marks from Agency’s operating system, within five (5) business days after receiving the termination notice. Additionally, this trademark license shall immediately terminate upon the termination of all selling or agency agreements between the parties.

Neither Party may use the names, trademarks, service marks, logos or identifications (“Marks”) of the other Party or its parent, affiliate or subsidiaries except as otherwise consented to by the other Party in writing. The Parties further acknowledge and agree that they shall not acquire any ownership rights whatsoever in any Marks of the other Party.

Insurer may assign any of its rights or delegate any of its obligations under this trademark license, without Agency’s consent. Agency or its agents shall not assign any of its rights or delegate any of its obligations under this trademark license, without the prior written consent of Insurer. Any purported assignment by Agency or its agents shall be null and void.

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 Insurer; (vii) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Insurer; (viii) institute or file any response to any legal proceeding in connection with any matter pertaining to the Products on behalf of Insurer without its prior written consent; or, (ix) act as Insurer’s agent for service of process without written consent of Insurer.

H. Suitability; Standard of Care.

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

I. Agents Supervision and Relationships. Agency is responsible for ensuring that Agents: (i) are fully

informed as to the provisions and benefits of the Products, (ii) represent Products adequately and fairly to customers and prospective customers, (iii) comply with Applicable Rules, (iv) comply with all policies and procedures of Insurer, and (v) abide by all the terms and provisions of the Products and only solicit Products covered under a Compensation Schedule hereto.

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

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

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

III. Records, Audit, and Investigations

A. Accurate Records & Audit.

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

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

B. Complaints, Investigations and Examinations. Agency shall promptly notify Insurer of (i) any complaint related to 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 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 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 Agency's downline in 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 Insurer and 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 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 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 contract owner to exceed the dollar amount(s) specified in Insurer's policies and procedures ("Large Case Purchase Payment") require pre-approval by Insurer. Insurer reserves the right to reject any such initial or subsequent premium or may accept such premium under terms communicated to Agency but decided in Insurer's sole discretion.

F. [RESERVED]

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

H. [RESERVED]

I. [RESERVED]

J. Indebtedness.

1. Agency shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement. 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 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 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 Agency's contract with Insurer regarding the same.

V. Indemnity

A. Insurer shall indemnify, defend and hold harmless 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 Insurer or its employees or representatives, including but not limited to independent contractors engaged by Insurer to perform any of its duties under this Agreement, (ii) any breach by Insurer of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by Insurer.

B. [RESERVED]

C. Agency shall indemnify, defend and hold harmless 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 Agency or its Agents, employees or representatives, including but not limited to independent contractors engaged by Agency to perform any of its duties under this Agreement, (ii) any breach by Agency or its Agents of any of its representations, or obligations under this Agreement, (iii) any breach by Agency or its Agents of Corebridge Financial Marks, Co-Brand Guidelines or Marketing Materials; and (iv) any violation of Applicable Rules by Agency or its Agents and (iv) compensation or commissions payable to a Solicitor in Agency's hierarchy.

D. If any claim for indemnification under this Section V is made and the party seeking indemnification ("Indemnitee") shall provide prompt written request for indemnification (the "Claims Notice") to the party that owes indemnification obligation ("Indemnitor"), and the Indemnitor shall provide a written acceptance or rejection of such request within ten (10) business days after its receipt of the Claims Notice. If the

Indemnitor fails to respond to the Claims Notice within such ten-day period or refuses to defend the claim as required by this Section V, the Indemnitee may resist the claim and/or settle or otherwise pay the claim; provided, however, that the Indemnitee shall advise the Indemnitor of its intent to settle or pay the claim prior to doing so. The Indemnitor shall pay all fees and costs incurred by the Indemnitee arising out of or relating to such settlement or payment.

VI. Termination

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

B. This Agreement shall automatically terminate upon death or dissolution of Agency. In the event this Agreement is terminated by death or dissolution, 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.

If Agency is an individual, in the absence of a properly executed beneficiary designation on file with Insurer, all such payments, if any, shall be made to the surviving spouse or, if there is no surviving spouse, to 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 if Agency or its Agents: (a) materially breach a provision of this Agreement or (b) fail to timely and fully comply with Insurer's rules, manuals, and/or directives. 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 Agency: (1) misapplies, misdirects or misappropriates premium or funds received under the Agreement, (2) fails to remit promptly funds due to Insurer, contract owners, or applicants; (3) endeavors to induce agents of Insurer to leave its services or Agency and/or its Agent systematically induces contract owners of Insurer to relinquish their policies; or (4) materially prejudices the interest of Insurer or commits a fraud on 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 Insurer. Agency agrees to release, indemnify, and hold harmless Insurer and Insurer's affiliates, and their respective shareholders, officers, directors, employees, and affiliates, from all claims, losses, liabilities, suits, actions, demands, settlements, judgments, fines, costs, damages, fees, and expenses, including, without limitation, reasonable attorney fees and expenses, resulting from payments of compensation made by Insurer to Agents pursuant to this Section.

VII. Survival of Provisions Post-Termination

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

VIII. Anti-Money Laundering

A. Each Party represents and warrants that it has developed and implemented a written anti-money laundering program ("AML Program") reasonably designed to achieve and monitor compliance with the Applicable Rules, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act and applicable regulations thereunder, as well as regulations administered by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"), as further described below.

B. Agency's AML Program must include the following elements: (1) policies, procedures, and controls that are tailored to Agency's business; (2) designation of a compliance officer to administer and oversee the AML Program; (3) employee and Agent training, in compliance with the USA Patriot Act and the Bank Secrecy Act; (4) an independent audit function to test the effectiveness of the AML Program; (5) a Customer Identification Program adopted pursuant to Section 326 of the USA Patriot Act; (6) provisions for the filing of all necessary anti-money laundering reports, including currency transaction reports and suspicious activity reports; (7) provisions for screening of all new and existing customers against the OFAC list and any other government list that is or becomes required under the Bank Secrecy Act; and (8) provisions to allow appropriate examiners and regulators to examine information, books, and records maintained by Agency in connection with its AML Program.

C. The Parties acknowledge that Insurer has established an AML Program. As permitted by applicable AML regulations, the Parties acknowledge that Insurer will rely on Agency to, and Agency agrees to, (1) verify and identify each customer's identity and the source(s) of funds to be used to purchase Products and (2) provide appropriate AML training to the Agents involved in the solicitation, sale, and/or servicing of the Products. Agency agrees to provide to Insurer, upon request, written verification of the AML training. If written verification is not timely provided, Insurer may suspend payment of compensation until such verification is received. If Agency fails to comply with any directives received from Insurer regarding AML compliance, Insurer reserves the right to refuse to process business submitted by Agency until Agency complies with the directives.

IX. Confidentiality, Privacy, and Information Security

A. Definitions.

1. "Information Systems" means any computer, computer network, computer application, imaging device, storage device or media, mobile computing device, or any other device, application, program, or other information technology that contains or accesses Confidential Information.

2. "Personal Information" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly with a particular individual or household accessed by a Party in connection with the performance of its obligations under the Agreement, including, but not limited to, (a) an individual's name, address, e-mail address, IP address, telephone number, (b) the fact that an individual has a relationship with Insurer and/or its parent, affiliated or subsidiary companies, (c) an individual's account information, and (d) any other information protected by Privacy and Security Laws.

3. "Privacy and Security Laws" mean all applicable laws and regulations, as amended or re-enacted from time to time, applicable to Agency or Insurer, pertaining to the security of Confidential Information and Information Systems and the protection or privacy of Personal Information.

4. "Representatives" means any of Insurer's Affiliates, Agency's Affiliates, or consultants, third party service providers, attorneys, actuaries and auditors that assist Insurer or Agency or any of Insurer's Affiliates or Agency's Affiliates in the Purpose.

B. Confidential Information. All terms and conditions of this Agreement and any materials or other information, including any Personal Information, provided in connection herewith (including, without limitation, any renewal information and any materials or other information provided during an inspection of Insurer's books and records), together with all analyses, compilations, data, studies or other documents or records prepared by or on behalf of Insurer (or its Affiliates) or Agency (or its Affiliates) that contain, otherwise reflect or are generated or derived from such materials or other information (collectively, the "Confidential Information"), shall be kept confidential by the parties as against third parties.

C. Permitted Use. Each Party and their Representatives shall be permitted to access, use, transmit, store, and otherwise process, as applicable, the Confidential Information and, provided access is specifically granted by the other Party, any Information Systems of the other Party only for purposes relating directly to a Party's rights and obligations under this Agreement, including the Party's own internal administration, risk management, regulatory compliance and accounting purposes (the "Purpose"). Agency and its Representatives shall not disclose, transfer, or otherwise make available Confidential Information to any third party in exchange for monetary or other valuable consideration. Each Party is an independent business or data controller and nothing in this Agreement is intended to create a business-services provider or joint controller relationship.

D. Third Party Providers. Subject to the foregoing Paragraph, each Party shall be permitted to disclose any Confidential Information to its Representatives, and to government and regulatory authorities having jurisdiction over it, provided the Party advises such parties of the confidential nature of the Confidential Information, including the sensitive nature of any Personal Information to be provided, and the obligations of such parties to maintain confidentiality, privacy, and information security in accordance with the terms hereof. Each Party shall be responsible for any breach of these obligations by any of its Representatives.

E. Excluded Information. The Parties shall also be permitted to disclose Confidential Information, other than Personal Information and data pertaining to the information security of the other Party, that: (1) is properly in the possession of the Party at the time of disclosure without any obligation of confidentiality attaching thereto; (2) is or becomes available to the general public without breach of this Agreement; (3) is disclosed to the receiving Party on a non-confidential basis by another source without breach of any contractual, legal, fiduciary or other obligation with or to the disclosing Party that is known or should have been known to the receiving Party; or (4) is independently developed by the receiving Party without use of or reliance upon the Confidential Information. Information obtained, derived or available from sources known to include illicit data, such as the "dark web," do not meet the requirements of the exceptions in (1)-(4) above.

F. Required Governmental Disclosures. Nothing herein shall prohibit either Party from disclosing this Agreement and any Confidential Information provided in connection herewith pursuant to a valid court order or a governmental directive requiring disclosure (each a "Governmental Directive"). With respect to any

disclosure made pursuant to this Paragraph, the disclosing Party (or any of its Representatives) agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is necessary under applicable law.

G. Compliance with Laws. Each Party shall comply with its obligations under Privacy and Security Laws and shall cooperate with the efforts of the other Party to comply with such laws.

H. [RESERVED]

I. Disclosures. Each Party agrees that, to the extent it discloses Personal Information to the other Party, such disclosure shall be in accordance with Privacy and Security Laws. Each Party also agrees that it shall not disclose such Personal Information received by or on behalf of the other Party for monetary or other valuable consideration.

J. Comprehensive Security Program. Each Party shall maintain a comprehensive information security program designed to protect the confidentiality, integrity and availability of Information Systems and to protect all Confidential Information from unauthorized use, alteration, access, acquisition, processing, disclosure or loss. The information security program shall, at a minimum, comply with the requirements of Privacy and Security Laws and, in particular, shall include: (i) written policies and procedures, which shall be periodically assessed and revised to address changes in risks and the effectiveness of controls; and (ii) technical, administrative, physical, organizational and operational controls that are appropriate to the information security risk and consistent with industry best practices as they evolve over time, including, as appropriate, encryption of Confidential Information at rest and in transit, controls to limit unauthorized access to Information Systems and Confidential Information, and the use of multi-factor authentication when accessing any Information Systems from outside such Information System's network.

K. Security Incident. Agency shall promptly, and at least within forty-eight (48) hours of becoming aware of any actual or reasonably suspected unauthorized or unlawful use, processing, alteration, access, disclosure, loss or unavailability of Confidential Information or Information Systems ("Security Incident") (to the extent that Insurer's Information could reasonably be expected to be impacted thereby), notify Insurer of such Security Incident in writing and shall cooperate with Insurer, as applicable, to investigate and respond to such events. Agency shall reimburse Insurer, as applicable, for reasonable costs incurred by Insurer to the extent the Security Incident results from Agency's breach of this Article IX or of Privacy and Security Laws.

L. [RESERVED]

M. No License. The receiving Party agrees that any written Confidential Information provided by or on behalf of the disclosing Party in connection herewith shall at all times remain the sole property of the disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in such material disclosed to the receiving Party.

N. Equitable Relief. Agency hereby acknowledges and agrees that money damages may be both incalculable and an insufficient remedy for any breach of this Article by Agency or its Representatives and that any such breach may cause Insurer irreparable harm. Accordingly, Insurer shall be entitled to seek equitable relief, including, without limitation, injunctive relief and specific performance, in the event of any breach of the provisions of this Article by Agency or its Representatives, in addition to all other remedies available at law or in equity.

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

P. Information Received in Error. If Confidential Information, which is not necessary for the purposes of this Agreement, is received by one Party from the other Party in error, the other Party shall promptly return

or destroy the original and all copies of the same and certify in writing to the requesting Party that the Confidential Information has been returned or destroyed.

Q. Return or Destruction of Confidential Information. At the earlier of the termination of this Agreement or upon a Party's written request for the return, deletion, or destruction of its Confidential Information, the other Party or Parties, as the case may be, will promptly return the original and all copies of the Confidential Information or delete or destroy such Confidential Information and certify in writing to the requesting Party that the Confidential Information has been deleted or destroyed; provided however, that each Party may retain Confidential Information in its possession necessary to service its customers or as required by applicable law. Upon termination of this Agreement, this Section (Confidentiality, Privacy, and Information Security) shall survive.

X. General Provisions

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

1. Compensation Schedules hereto adopted pursuant to Section V may be amended or modified by Insurer through communications of any such amendment to Agency.

2. In the event of a change in state or federal law or applicable regulation, Insurer may amend this Agreement as necessary to comply with such change in the law or regulation. The Parties agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date. Any such communication concerning amendments under Section X(A)(1) and X(A)(2) above may include, but is not limited to, posting of amendment information on 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 an email or facsimile (if confirmed by transmittal).

C. Insurance.

1. [RESERVED]

2. For as long as this Agreement is in force, 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 Insurer may require evidence that E&O coverage is in force and Agency shall promptly give notice to Insurer of any notice of cancellation or change of coverage. Agency shall assign any proceeds received from the E&O companies to Insurer to the extent of Insurer's loss due to activities covered upon resolution of the matter. If there is any deficiency, Agency will promptly pay 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 Insurer.

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 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 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.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, this Agreement, dated **[insert effective date]** (“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 Agency below. In this case, the signatory for 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 Signature: _____

Authorized Representative’s SSN: _____

Date: _____

“INSURER”:

AMERICAN GENERAL LIFE INSURANCE COMPANY

Send mail to:

Chief Distribution Officer
Corebridge Financial
2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

By: _____

NAME: _____

With a copy to (which shall not constitute notice):

General Counsel
Corebridge Financial
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997

TITLE: _____

DATE: _____

“INSURER”:

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

By: _____

NAME: _____

TITLE: _____

DATE: _____

Send mail to:
Chief Distribution Officer
Corebridge Financial
2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

With a copy to (which shall not
constitute notice):
General Counsel
Corebridge Financial
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997