

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

### I. Applicable Rules

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

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

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

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

3. [RESERVED]

B. Background Check.

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

2. [RESERVED]

3. [RESERVED]

C. Solicitation.

1. Agency and/or its Agents shall actively solicit and present to Insurer for acceptance applicants for Products. Requests to purchase a Product shall be taken only on preprinted application forms supplied by or through data entry systems approved by the Insurer. The contract forms, applications and supporting documentation are the sole property of the Insurer. Agency and/or its Agents will ensure that all application information will be accurate to the best of its knowledge and can be relied upon by the Insurer. All applications are subject to acceptance by Insurer at its sole discretion.
2. Agency will ensure that it and its Agents accurately represent the Product, though Agency and its Agents may rely on the accuracy of Product information provided by Insurer. Agency and its Agents shall not misrepresent, provide incomplete comparison, omit material information or use other methods that will result in an inaccurate representation of the Product. Agency and its Agents will not induce Product owners or owners of other companies' insurance products to convert, lapse, forfeit or replace his or her Product unless such recommendation is suitable and in the particular owner's best interest.

3. [RESERVED]

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

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

E. Contract Delivery.

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

F. Sales Documents and Names/Logos.

1. Sales Documents and Premium. All applications and forms, Marketing Materials (as defined below), books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by Agency or Agent in any transaction involving Insurer and any other personal property furnished by Insurer ("Sales Documents") shall remain property of the Insurer, shall be open to inspection by Insurer at all times, and shall be returned to Insurer at termination of this Agreement along with all uncollected premium receipts and undelivered Contracts sent to Agency or Agent for delivery and collection. Agency and Agents shall not modify, amend or alter the Sales Documents and other documents supplied by Insurer regarding the Products. Agency and Agent shall only utilize Sales Documents and/or other documents approved by Insurer in connection with the solicitation of Products.
2. Marketing Materials. Agency and/or Agent shall not use any written, electronic (including illustrations or software programs) or audiovisual material (including prepared scripts for oral presentations) to create interest in Insurer or the Products ("Marketing Materials"), unless such Marketing Material has been provided by, or approved in writing in advance of such use by, the Insurer. Marketing Materials shall only be provided to a downline Agency, Agent, or prospective insured in identical form to that which has been previously approved by Insurer and may not be altered in any manner prior to dissemination or distribution. In addition, Agency or its Agents may not distribute or make available to customers any information furnished to Agency or Agent that Insurer marked "For Agency Use Only" or that otherwise indicates that it is confidential or not intended to be distributed to customer.  
Furthermore, without limiting other provisions of this Agreement, in the event Insurer shall be subjected to liability, loss, expense, or fine arising out of any unauthorized use of Marketing Materials or Sales Documents by Agency or its Agents, Agency shall be liable to Insurer for all direct, consequential, or other damages and for expenses incurred by or awarded against Insurer and for any other payments required to be made by Insurer as a result of unauthorized use of Marketing Materials or Sales Documents, by reason of settlement or otherwise.
3. Use of Names and Logos. Subject to the provisions in this Subsection F, Agency and its Agents are authorized to use AIG Life and Retirement terms, names and/or company names only in connection with the solicitation, sales, and servicing of Products and only after having obtained prior written approval for each such use. AIG Life and Retirement terms, names and/or company names refers to company, marketing and product names and/or other symbols or logos that contain the term "American General Life Insurance Company," "American General," "The United States Life Insurance Company in the City of New York," "US Life," "AIG" or similar names. Agency's authority to use the logos and other related AIG Life and Retirement terms, names and/or company names shall automatically terminate upon termination of this Agreement.

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

- H. Suitability; Standard of Care. Neither Agency nor its Agent shall make a recommendation to purchase or related to in-force management of Insurer's Products unless the purchase or transaction is suitable for (or, where applicable, in the best interest of) the customer in accordance with Applicable Rules ("Applicable Standard of Care"). Additionally, Agency shall not engage in practices that create conflicts of interest for downline independent agents that are inconsistent with the independent agent's obligation to comply with the Applicable Standard of Care.
- I. Agents Supervision and Relationships. Agency is responsible for ensuring that Agents: (i) are fully informed as to the provisions and benefits of the Products, (ii) represent Products adequately and fairly to customers and prospective customers, (iii) comply with Applicable Rules, (iv) comply with all policies and procedures of Insurer, and (v) abide by all the terms and provisions of the Products and only solicit Products covered under a Compensation Schedule hereto.
- Agency hereby agrees to promptly notify Insurer in writing: (i) if Agency's relationship with Agent is terminated; (ii) of any known or alleged misappropriation of funds by Agency or Agent regardless of whether such known or alleged misappropriation is with respect to funds of Insurer or any other person or company; (iii) if Agency's or an Agent's insurance licensing status lapses or is under any investigation or is terminated by any state.
- Upon request, Agency shall furnish to Insurer such appropriate records or documents that evidence compliance with this provision, including verification certificates in a form satisfactory to Insurer.
- J. Expenses. Agency is responsible for its own expenses under this Agreement, including but not limited to (i) rentals, office facilities, postage, advertising, and travel expenses; (ii) transportation; (iii) employee and clerical salaries, benefits and expenses; and (iv) Agency and/or Agent's fees, countersignature fees, state and local license fees, and other licensing expenses (other than appointment fees). The Parties agree that Insurer is not responsible for Agents' expenses.

### III. **Records, Audit and Investigations**

- A. Accurate Records & Audit.
1. Agency and its Agents shall keep accurate and complete records and accounts of all business and transactions completed pursuant to this Agreement (including but not limited to relevant customer information, such as the suitability information requested of and received from applicants for fixed annuities, and copies of any Marketing Materials, including any illustrations in identical form as delivered to the prospective insured, and the manner and extent of distribution of Marketing Materials). If Agency and its Agents are licensed and appointed to solicit Products in the State of New York, the records relating to Products issued in New York shall be maintained in accordance with New York Insurance Regulation 152.
  2. For such time as may be required under Applicable Rules, but in no event less than the term of this Agreement and for ten years thereafter, Insurer has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to visit, inspect, examine, audit and verify, at Agency's offices or elsewhere, by any person designated by Insurer, any of the properties, accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of Agency relating to the business covered by this Agreement and to make copies thereof and extracts there from.
- B. Complaints, Investigations and Examinations. Agency shall promptly notify Insurer of (i) any complaint related to the Insurer or its Products, (ii) any violation by Agency or its Agents of any law, regulation or rule in connection with soliciting or servicing any Product, (iii) any disciplinary proceedings that have been threatened or instituted against any of its Agents soliciting sales of any Product, or (iv) notice of any regulatory inquiry, investigation or proceeding or any lawsuit or claim received by Agency or any Agent relating to, in each case, any Product or any activity undertaken in connection with this Agreement. Agency shall transmit to the Insurer by certified mail or overnight delivery, within twenty-four (24) hours after receipt, any documents served upon Agency or Agency's employees in connection with any legal proceedings against Insurer. Insurer and Agency shall each cooperate fully in any inquiry, investigation or proceeding arising out of or in connection with transactions contemplated by this Agreement, including any regulatory inquiry, investigation or proceeding or judicial proceeding arising out of or in connection with the Products.

#### IV. Products and Commission

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

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

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

- B. 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 converted from any other Product previously issued by the Insurer or any affiliate shall be paid according to the Insurer's policies, in its sole discretion.
- H. For fixed annuity Products, Agency acknowledges and understands that no commission or other compensation with respect to a Product shall be paid to Agency after Agency is no longer designated as an "agency of record" for a particular contract.
- I. [RESERVED]
- J. Indebtedness.
1. Agency shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement or otherwise. To secure any and all present and future indebtedness of Agency to Insurer, Agency hereby pledges, assigns, and grants to Insurer a security interest in, a first lien upon, and rights of set-off and recoupment against all compensation due to Agency from Insurer. In the event that Agency is indebted to Insurer, Insurer shall have the right, at any time, to deduct such indebtedness from any and all compensation due to Agency from Insurer, at the sole option of Insurer. In addition, Agency hereby gives Insurer the right to perfect the security interest granted in this provision against compensation due Agency from Insurer and agrees that it shall not pledge, hypothecate or otherwise grant to a third party the right to place a lien on any compensation due Agency from the Insurer without Insurer's prior written consent.

2. Agency shall be responsible for any indebtedness owed to Insurer by Agency and its Agents. Except as otherwise agreed to in writing between Insurer and Agency, any indebtedness owed to Insurer by Agents will be immediately due and payable without demand and be offset against any compensation due Agency from Insurer.
3. The indebtedness of either Agency or its Agents to the Insurer shall include, but shall not be limited to, unearned commissions and overrides, any and all chargebacks related to commissions or overrides, or other compensation paid or credited to or received by either Agency or its Agents for policies or contracts of Insurer that lapse or for which the full premium is not paid for any reason or returned pursuant to a freelook. The term indebtedness also includes, but is not limited to, loans, financing arrangements and any other debts to Insurer of Agency or its Agents if the same are not repaid in accordance with the Agency's contract with Insurer regarding the same.

## V. Indemnity

- A. Insurer shall indemnify, defend and hold harmless the Agency, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all losses, expenses, claims, lawsuits, proceedings, damages and liabilities, joint or several, as incurred (including any costs of investigation and legal expenses and any amounts paid in settlement of any action, suit or proceeding of any claim asserted) (each a "Claim" or collectively "Claims") to a third party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by the Insurer or its employees or representatives, including but not limited to independent contractors engaged by the Insurer to perform any of its duties under this Agreement, (ii) any breach by the Insurer of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by the Insurer.
- B. [RESERVED]
- C. Agency shall indemnify, defend and hold harmless the Insurer, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all Claims to a third party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by the Agency or its Agents, employees or representatives, including but not limited to independent contractors engaged by the Agency to perform any of its duties under this Agreement, (ii) any breach by the Agency or its Agents of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by the Agency or its Agents and (iv) compensation or commissions payable to a Solicitor in Agency's hierarchy.
- D. If any claim for indemnification under this Section V is made and the party seeking indemnification ("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 fixed annuity Products shall immediately cease.

If the Agency is an individual, in the absence of a properly executed beneficiary designation on file with the Insurer, all such payments, if any, shall be made to the surviving spouse or, if there is no surviving spouse, to the Agency's estate. Should payments be made to the surviving spouse who dies subsequently, remaining payments will be made to the surviving spouse's estate. If a partnership or corporation, all such payments will continue to be made to the partnership or corporation until a principal officer or partner give written directions to make payments elsewhere.

- C. This Agreement shall terminate when Agency or its Agents: (a) materially breach a provision of this Agreement or (b) fail to timely and fully comply with Insurer directives, rules, regulations or manuals. Termination shall be effective immediately upon written notice if the breach, default or failure is not corrected within five (5) business days of Agency's receipt of notice of such breach, default or failure including for emphasis, but not limiting the forgoing, in the event the Agency: (1) misapplies, misdirects or misappropriates premium or funds received under the Agreement, (2) fails to remit promptly funds due to Insurer, policyholder, contract owners or applicants; (3) endeavors to induce agents of Insurer to leave its services or Agency and/or its Agent systematically induces policyholders or contract owners of Insurer to relinquish their policies; or (4) materially prejudices the interest of the Insurer or commits a fraud on the Insurer.
- D. This Agreement shall terminate without further action on the part of any Party hereto under the following circumstances:
  - 1. Agency's required insurance or securities licensing is suspended, revoked or not renewed; or
  - 2. Upon the filing of a petition in bankruptcy or for reorganization by another Party
  - 3. Agency or any of its principal officers are convicted of a felony or of violation of the securities or insurance laws or regulations of any jurisdiction or of any law which violation reflects adversely upon the honesty and integrity of Agency or any of its principal officers.
- E. If this Agreement is terminated pursuant to Section VI(C) or VI(D), Agency's right to receive compensation that is due and payable on or after the termination date pursuant to any Compensation Schedule shall immediately cease.
- F. Insurer shall have the right to establish minimum production and persistency standards as a requisite to Agency maintaining this Agreement or its Agents maintaining their appointments with Insurer. Insurer shall be free to amend such standards at its sole discretion.
- G. If an Agent's compensation is paid through Agency and Agency is terminated for any reason, Insurer is authorized to pay directly to such Agent any compensation due in accordance with the terms of such Agent's contract with the Insurer. Agency agrees to release, indemnify and hold harmless Insurer and Insurer's affiliates, and their respective shareholders, officers, directors, employees and affiliates, from all claims, losses, liabilities, suits, actions, demands, settlements, judgments, fines, costs, damages, fees and expenses, including, without limitation, reasonable attorney fees and expenses, resulting from payments of compensation made by Insurer to Agents pursuant to this Section.

## **VII. Survival of Provisions Post-Termination**

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

## **VIII. Anti-Money Laundering**

- A. The Parties acknowledge that in performing their respective duties and services under this Agreement, they are required to comply with the economic sanctions and trade embargoes administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").
- B. Agency represents and warrants that it will comply with all anti-money laundering laws and regulations applicable to it, including applicable provisions of the USA Patriot Act of 2001 or successor act and the regulations administered by OFAC.



## IX. Confidentiality

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

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

- B. Use. The Parties may use Confidential Information only in connection with this Agreement and may not disclose Confidential Information to any third party except as permitted by the Gramm-Leach-Bliley Act, other applicable federal and state laws and regulations regarding privacy, this Agreement, the Producer Sales Practice Manual, as applicable, the AIG Third Party Code of Conduct, or as otherwise agreed to in writing by the Parties hereto. The Parties may disclose Confidential Information to their respective employees, agents and third party service providers (1) who are involved in the issuance, administration, maintenance, or servicing of a customer's account or (2) otherwise on a need-to-know basis, provided that, in each case, they have first been adequately apprised and/or trained to observe this confidentiality. The Parties will take reasonable steps to protect the Confidential Information, applying at least the same security measures and level of care as they employ to protect their own Confidential Information and any steps required by Applicable Law. If a Party is compelled by applicable law to disclose any Confidential Information, the Party so compelled must promptly notify, in writing, the Party whose Confidential Information is being disclosed before disclosing such Confidential Information so that such other Party is afforded the opportunity to seek relief from such disclosure or to limit the scope of the disclosure.
- C. Security. Each Party agrees to comply with all federal, state, and local law or regulation related to privacy, including Regulation S-P, Title V of the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Agency shall notify Insurer promptly upon any breach of Confidential Information or "Cybersecurity Event." Cybersecurity Event is defined as any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an Information Systems and/or information stored on such Information System that directly impacts a Party's Information Systems or the Party's Confidential Information. Information System is defined as a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination or disposition of electronic information, as well as any specialized system such as industrial/process controls system, telephone switching and private branch exchange systems, and environmental control systems. Each Party represents and warrants that it has implemented and currently maintains, and, during the term of this Agreement, will continue to monitor and maintain an effective information security program to protect the Information Systems and Confidential Information, which program includes administrative, technical, and physical safeguards:
1. to ensure the security and confidentiality of Confidential Information;
  2. to protect against any anticipated threats or hazards to the security or integrity of such Confidential Information;
  3. to protect against unauthorized access to or use of Confidential Information which could result in substantial harm or inconvenience to either Party or their affiliates, or to customers of them; and

4. shall specifically include cybersecurity protections that at a minimum require: (1) the use of multi-factor authentication or other reasonable authentication approved by the Party whose Information System is being accessed; and (2) use of encryption to protect the unauthorized disclosure of Confidential Information being held or transmitted by a Party.
- D. Injunctive Relief. The Parties acknowledge that the unauthorized disclosure of Confidential Information is likely to cause irreparable injury to the disclosing party and that, in the event of a violation or threatened violation of a Party's obligations hereunder, the disclosing party shall have no adequate remedy at law and shall therefore be entitled to enforce each such obligation by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies which may be available at law or in equity.
- E. Information Received in Error. If Confidential Information, which is not necessary for the purposes of this Agreement, is received by one Party from the other Party in error, the other Party shall promptly return or destroy the original and all copies of the same and certify in writing to the requesting Party that the Confidential Information has been returned or destroyed.
- F. Audit. For the term of this Agreement and for two years thereafter, Insurer and/or Distributor has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to conduct a security assessment of Selling Entities cybersecurity practices and Information Systems.
- G. Use upon Termination. At the termination of this Agreement, or in the event a Party makes a request for the return/destruction of its Confidential Information, the other Parties will promptly return the original and all copies of same, or certify in writing to the requesting Party that the Confidential Information has been destroyed; provided however, that each Party shall retain Confidential Information in its possession necessary to service its customers. Upon termination of this Agreement, this Section IX (Confidentiality) shall survive.

## X. General Provisions

- A. Amendment. Except as expressly provided herein, no amendment to this Agreement shall be effective unless set forth in writing and signed by all the Parties hereto. Notwithstanding the foregoing:
  1. Compensation Schedules hereto adopted pursuant to Section V may be amended or modified by Insurer through communications of any such amendment to the Agency.
  2. In the event of a change in state or federal law or applicable regulation, Insurer may amend this Agreement as necessary to comply with such change in the law or regulation. The Parties agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date. Any such communication concerning amendments under Section X(A)(1) and X(A)(2) above may include, but are not be limited to, posting of amendment information on the Insurer's websites or other means of making such information known or available to Agency and its Agents.
- B. Addresses for Notice. Any communication or notice pursuant to this Agreement shall be in the form of a written or facsimile message and be delivered to the addresses set forth on the signature pages hereto or such address as communicated by a Party in writing to the other Parties subsequent to the Effective Date of this Agreement, and shall be deemed delivered and treated as effective (i) when delivered, if delivered in person (by hand or by messenger) (ii) on the fifth (5th) day after mailing, if mailed pursuant to United States first-class mail (or any express mail service), postage prepaid, or (iii) upon transmittal if in the form of a facsimile (if confirmed by transmittal).
- C. Insurance.
  1. [RESERVED]
  2. For as long as this Agreement is in force, the Agency and each of its Agents will also maintain Errors & Omission ("E&O") coverage of at least \$1,000,000 per incident and with a deductible of not more than \$50,000. E&O coverage shall be maintained at Agency and/or Agent's expense and shall be placed with an insurer with an A minus or better rating from A.M. Best. This is a minimum requirement only and does not diminish any of Agency's indemnification obligations under Section V.

3. Agency acknowledges that the Insurer may require evidence that E&O coverage are in force and Agency shall promptly give notice to the Insurer of any notice of cancellation or change of coverage. Agency shall assign any proceeds received from the E&O companies to the Insurer to the extent of the Insurer's loss due to activities covered upon resolution of the matter. If there is any deficiency, Agency will promptly pay the Insurer that amount on demand to satisfy any deficiency and the costs of collection.
- D. Independent Contractor. Agency and Agents and representative are independent contractors for the Insurer or Distributor.
- E. Assignment. No assignment of this Agreement (whether by operation of law or otherwise) or of commissions or other payments under this Agreement by Agency shall be valid without the prior written consent of the Insurer. If Agency delegates or subcontracts with another third-party to perform any of Agency's obligations under this Agreement, Agency shall remain fully responsible and liable for all obligations performed by such third-party to the same extent as if such obligations were performed by Agency. Upon written notice to Agency, Insurer may transfer the Agreement to an affiliate via assignment and/or novation and such affiliate shall assume the rights and obligations of Insurer, as applicable, upon the date specified in such notice.
- F. Severability/Entire Agreement. To the extent this Agreement may be in conflict with Applicable Rules, this Agreement shall be construed in a manner not inconsistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement. This Agreement, together with the annexes and schedules hereto, constitutes the entire agreement of the Parties hereto, and supersedes all prior agreements and undertakings, both written and oral, among the Parties hereto with respect to the subject matter hereof and thereof.
- G. Choice of Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Venue for any action between the Parties shall be Houston, Texas.
- H. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, constitute an agreement binding on all Parties notwithstanding that not all Parties are signatories to the same counterpart.
- I. Waiver. The failure of a Party to insist on strict compliance, or to exercise any right or remedy under this Agreement shall not constitute a waiver of any rights contained herein or stop the Parties from thereafter demanding full and complete compliance or prevent the Parties from exercising such remedy in the future.
- J. Contacting of Policyholders, Contract Owners and Others. The Parties agree that any Party may contact by mail or otherwise, any customer, or agent, account executive or employee of a Party or other individual acting in a similar capacity if deemed appropriate by that Party, in the course of normal customer service for existing Contracts and accounts or as required by law. The term "customer" shall include certificate holders under a group Contract.
- K. Headings. The captions or headings of this Agreement are for convenience and ease of reference only. They will have no effect on the meaning or interpretation of any provision of this Agreement

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

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

“AGENCY/AGENT”:

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**

Send mail to:

Mark A. Peterson  
AIG Life and Retirement  
2929 Allen Parkway, 35<sup>th</sup> Floor  
Houston, TX 77019-2128

By: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

“INSURER”:

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

Send mail to:

Mark A. Peterson  
AIG Life and Retirement  
2929 Allen Parkway, 35<sup>th</sup> Floor  
Houston, TX 77019-2128

By: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

## ADDENDUM TO AGENCY AGREEMENT BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

1. Definitions. Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as set forth in the HIPAA regulations 45 C.F.R. Parts 142 and 160-164.
2. PHI Uses and Disclosures.
  - A. Agency shall maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the General Agency Agreement and any addendum thereto and to fulfill the purpose of this BAA, consistent with Insurer’s notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate the HIPAA regulations and applicable rules and regulations, if done by Insurer.
  - B. Agency, and its officers, directors, employees, contractors and agents, shall:
    - i) Not use or further disclose PHI other than as permitted or required by the General Agency Agreement and this BAA or any addendum thereto or as required by law.
    - ii) Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality, and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards of the HIPAA security regulations.
    - iii) Report to Insurer’s Privacy Officer in writing any security incident, or any use or disclosure of PHI that is not permitted by this BAA or any addendum of which Agency becomes aware within five (5) business days of Agency’s discovery of the unauthorized use or disclosure. A “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Agency’s report shall identify: (i) the nature of the unauthorized use, disclosure or security incident; (ii) the PHI used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or security incident; (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use, disclosure, or security incident; and (vi) any other information as reasonably requested by Insurer’s Privacy Officer.
    - iv) Require all of its subcontractors or agents that receive or have access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this BAA, including the obligation to return or destroy the PHI as provided for below.
    - v) Make Agency’s internal practices, books, and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for purposes of determining Agency’s and Insurer’s compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges; provided that, Agency shall immediately notify Insurer upon receipt by Agency of any such request.

- vi) Within ten (10) days of receiving a written request from Insurer, provide to Insurer such information as is requested by Insurer, if any, to permit Insurer to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Agency directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Agency will forward such request immediately to Insurer and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Agency shall make reasonable efforts to cooperate with Insurer in responding to any such requests and enabling Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
  - vii) Upon termination of this BAA, return or destroy (with the permission of Insurer) all PHI that it maintains in any form pursuant to this BAA, and retain no copies of such information. A senior officer of Agency shall certify in writing to Insurer within thirty (30) days after termination of this BAA that all PHI has been returned or destroyed and Agency retains no PHI. However, if Insurer determines that such return or destruction is not feasible, Agency will continue to extend the protections of this BAA to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of this BAA.
3. Termination. In the event Agency breaches a material obligation under this BAA, including the provisions governing the confidentiality and security of PHI, Insurer may require Agency to cure the breach within a reasonable time period not less than thirty (30) days. If Agency does not cure the breach within that time, Insurer may terminate the General Agency Agreement and this BAA upon written notice.
  4. Notice of Privacy Practices. Insurer shall provide to Agency a copy of its notice of privacy practices; Agency agrees that it will abide by the limitations of any such notice of privacy practices published by Insurer.
  5. Changes in Use. Insurer shall notify Agency of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Agency's use or disclosure of PHI.
  6. Restrictions On Use. Insurer shall notify Agency of any restriction to the use or disclosure of PHI Insurer has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Agency's use or disclosure of PHI.
  7. State Law Compliance. To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Agency shall be made in accordance with the law.
  8. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
  9. Notice of Investigation. Agency shall notify Insurer immediately upon receipt of notice of an investigation or of a lawsuit filed against Agency related to or arising from the use or disclosure of PHI by Agency pursuant to this BAA.
  10. Injunctive Relief. Agency agrees that the remedies at law for any breach by it of the terms of this BAA shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or a threatened breach by Agency of the terms of this BAA, Insurer shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Insurer from pursuing any other remedies available to it for such breach, and Insurer's rights under this BAA related to injunctive relief, if any, shall be cumulative.
  11. HITECH Act Applicability. Agency understands and agrees that enactment of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate Agency under the HIPAA Privacy and Security Rules. Any requirements applicable to Agency under the HITECH Act are hereby incorporated into this BAA. Agency agrees to comply with each of the requirements imposed under the HITECH Act, as of the applicable effective dates of each such requirement, including monitoring federal guidance and regulations published pursuant to the HITECH Act, and timely compliance with any such guidance and regulations issued pursuant to the HITECH Act.

12. Indemnification. To the extent permitted by law, Agency agrees to indemnify and hold harmless and defend Insurer and its affiliates and its and their officers and directors, employees and agents from and against all claims, demands, liability, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including without limitation, attorney's fees, defense costs, and equitable relief) for any damage or loss incurred by Insurer arising out of, resulting from or attributable to any acts or omission of Agency in connection with the performance of Agency's duties under this BAA.
13. Continuation of Obligations. Agency's obligations under Sections 11 and 12 shall continue after termination of this BAA.
14. Conflict. This BAA governs the obligations of Agency and Insurer with respect to privacy issues only, and the General Agency Agreement shall govern as to all other issues. If there is any conflict between the General Agency Agreement and this BAA, this BAA shall control.
15. Amendment of BAA. In the event of a change in the HIPAA regulations or state or federal law or requirements affecting the use or disclosure of PHI, Insurer may amend this BAA as necessary to comply with the change in the law or regulation. Insurer and Agency agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this BAA has been amended by said effective date.
16. Ambiguity. Any ambiguity of the terms shall be resolved to permit Insurer to comply with HIPAA, its applicable regulations and the privacy rule.