



American General Life

Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas. The more complete the application, the sooner it will be approved.

Agents Name: _____

Appointing Agent / Agency: _____

State(s) to be appointed in: _____
(Please include licenses)

Commission Level (if unknown, call MESSER 866-568-9649): _____

| Writing Agent Checklist | MESSER Use |
|--|------------|
| Complete application to represent American General | |
| Complete and sign Agency Agreement | |
| Review and sign Annualization Agreement as Representative Notice: American General will only pay through direct deposit! | |
| Attach all state licenses for appointment states | |
| Attach front page of E&O coverage | |

Please Return by Mail or Fax
 MESSER Financial Group - Attn: Contracting
 4301 Morris Park Dr. Charlotte, NC 28227
 Secure Fax: 800-319-5332 Phone 866-568-9649

| |
|---|
| For Office Use Only |
| Marketing Rep: _____ Date In: _____ Date Out: _____ |
| Notes: |

Complete this section when Agent is also submitting New Business

Insured Name: _____ Policy Number (if known): _____

Application Signed State: _____ Application Signed Date: _____

Date: _____ Submitted By: _____ Code #: _____

Corporation Name: _____

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

CONTACT INFORMATION

FOR MISSING DOCUMENTS OR PAGES

Name: _____

Phone: _____

Fax: _____

Email: _____

FOR L&C FOLLOWUP

Name: _____

Phone: _____

Fax: _____

Email: _____

DOCUMENTS ATTACHED

New Agent Contracting

(Required Forms)

- Appointment Application
- Voided Check
- Agency Agreement

OR

- Life Sales Solicitor's Agreement

(Optional Forms)

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

Contract Maintenance

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

Other

- Outstanding Requirement
- State Correspondence
- Termination Request
- Other _____

SPECIAL INSTRUCTIONS:

SUBMISSION INSTRUCTIONS

FAX AND TRADITIONAL MAIL

Toll Free Fax: 877-484-3142
Mailing Address: American General
P.O. Box 4229
Houston, TX 77210-4229

OVERNIGHT ADDRESS

Overnight Address (non-USPS shipments)
American General
2727 A Allen Parkway B-F4
Houston, TX 77019

P.O. Box 4229, Houston, TX 77210-4229 • Fax 1-877-484-3142

Individual

Corporation

SSN: _____

Applicant Name: _____

Date of Birth: _____ Sex: Male Female

Resident Address: _____

If at above address for less than 1 year, indicate previous address:

Business Address: _____

Phone Number: _____

Business Number: _____

Fax Number: _____

Email Address: _____

I am an officer of the Corporation.

TIN: _____

Corporate Name: _____

Corporate Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Additional authorized signers for the corporation:

Background Information Required on All Applicants

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

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

American General

Life Companies

Fair Credit Reporting Act – Notice of Proposed Investigative Consumer Report

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

Send your request to:
Licensing and Contracting Department
P.O. Box 4229
Houston, TX 77210-4229

Also, each company with which you have requested an appointment may share the information contained in the investigative report and other information in your file with its affiliates, unless you send a written request to the above-described address directing that this information not be disclosed or shared with affiliates.

Additional State Law Notices

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

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

Agent Name: _____

SSN / FEIN: _____

Recruiter Section – UPLINE ONLY
CHOOSE ONLY ONE BOX.

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

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

| | |
|---|---|
| <p>Mail and other communication:</p> <p>Agency Name: _____</p> <p>Agency Code: (TIN if pending) _____</p> <p>OR</p> <p>Business Address: _____</p> <p style="text-align: center;">_____ City State Zip</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> | <p>Commission Information Only:</p> <p>Agency Name: _____</p> <p>Agency Code: (TIN if pending) _____</p> <p>OR</p> <p>Business Address: _____</p> <p style="text-align: center;">_____ City State Zip</p> <p>Phone Number: _____</p> |
|---|---|

- Contract Level Requested: Life Sales/Solicitor Agent/Producer GA 2 GA 1 GA
- Recruiting GA1 Recruiting GA IMO MO NMO

Direct Upline Agent Code: _____ (TIN if pending)

Commission Level – Must be Completed

| | |
|---|---|
| <p>AGL</p> <p>Life Products: First Year Level (Required) _____</p> <p>Life Renewal Level (Required) _____</p> <p>Specialty Products: First Year/Renewal Level _____</p> <p>AGL Annuity: First Year/Renewal Level _____</p> <p>A & H: First Year Level _____</p> <p>A & H Renewal Level _____</p> | <p>USL: (Signed USL contract(s) must accompany packet.)</p> <p>USL Recruiter/Upline Number: _____</p> <p>GA1: Override _____%</p> <p>EAP _____%</p> <p>GA2: EAP _____%</p> |
|---|---|

Productivity Bonus Level \$ _____ %

(When requesting Productivity Bonus, you must also submit a completed Organizational Profile Form (AGLC100809.)

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

Policy Number: _____ Proposed Insured Name: _____

Signature of Recruiter

The undersigned [recommending representative or Intermediary] by executing this application recommends the applicant to American General Life Companies, LLC as a suitable person to represent the companies. The recommending individual or Intermediary also agrees to supervise and assume responsibility for the applicant, if appointed by American General Life Companies, LLC, in accordance with the terms of his/her Contract.

Signature: _____ Date: _____
Signature of Recruiter

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

AGENCY AGREEMENT

"Agreement"

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

FOR

Last Name _____ First Name _____ Middle Initial _____

Legal Entity Name _____

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

Individual

Social Security Number _____

Legal Entity

Tax Identification Number _____

Representative

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

Signature _____ Title _____

Print Name _____

American General Life Companies

Contract Date _____
To be completed by Home Office Home Office Authorized Signator

American General Life Insurance Company, Houston, TX

A member company of American International Group, Inc.

TABLE OF CONTENTS

Paragraph

Recitals

Definitions

- I. Authorized Acts
- II. Limitation of Authority
- III. Advertising
- IV. Relationship
- V. Compensation
- VI. Vesting
- VII. General Provisions
- VIII. Termination
- IX. Amendment
- X. Personal Guarantee
- XI. Effective Date
- XII. Investigation Notice
- XIII. Federal Crime Control Act
- XIV. Confidentiality

Schedules

- A. Commission Schedule – Primary Company
- B. Appointment Application

RECITALS

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

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

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

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

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

DEFINITIONS

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

I. AUTHORIZED ACTS

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

II. LIMITATION OF AUTHORITY

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

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

III. ADVERTISING / USE OF LOGO

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

IV. RELATIONSHIP

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

V. COMPENSATION

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

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

VI. VESTING

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

VII. GENERAL PROVISIONS

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

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

VIII. TERMINATION

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

IX. AMENDMENT

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

X. PERSONAL GUARANTEE

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

XI. EFFECTIVE DATE

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

XII. INVESTIGATION NOTICE

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

XIII. FEDERAL CRIME CONTROL ACT

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

XIV. PRIVACY CONTROL & SECURITY

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

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

- C. The REPRESENTATIVE shall use commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality, and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards of the HIPAA security regulations. Upon Insurer request Agent will provide to the Insurer access to and documentation regarding any safeguards.
- D. Each party shall be permitted to disclose relevant aspects of the other parties' Information to its officers, agents, subcontractors and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement; provided that such party shall take all reasonable measures to ensure that the Information of another party is not disclosed or reproduced in contravention of each of the obligations of this Agreement by such party's officers, agents, subcontractors and employees. The obligations of this Agreement are personal to each party.
- E. The REPRESENTATIVE shall report promptly within seven (7) days to the Insurers's Privacy Officer in writing any use or disclosure of Information that is not permitted by the Agreement or any addendum, of which the REPRESENTATIVE becomes aware. REPRESENTATIVE'S report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what REPRESENTATIVE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action REPRESENTATIVE has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) any other information as reasonably requested by the Insurers's Privacy Officer.
- F. The REPRESENTATIVE shall require all of its employees, representatives, subcontractors or agents that receive or have access to Information to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Information that apply herein, including the obligation to return or destroy the Information as provided for below.
- G. The obligations in this Agreement shall not restrict any disclosure by any party pursuant to any applicable state or federal laws, or by request or order of any court or government agency. The REPRESENTATIVE shall immediately notify Insurer upon receipt by the REPRESENTATIVE of any request from the Department of Health and Human Services for the REPRESENTATIVE'S internal practices, books, and records relating to the use and disclosure of Information.
- H. Within ten (10) days of receiving a written request from Insurer, the REPRESENTATIVE shall provide to the Insurer such information as is requested by the Insurer, if any, to permit the Insurer to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Secs. 164.524, 164.526, and 164.528. If an individual contacts the REPRESENTATIVE directly about access to, amendment of, or an accounting of disclosures of his/her PHI, the REPRESENTATIVE will forward such request immediately to the Insurer and not provide such access, amendment, or disclosure. Notwithstanding anything herein to the contrary, REPRESENTATIVE shall make reasonable efforts to cooperate with the Insurer in responding to any such requests and enabling the Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
- I. This Section XVI, Privacy Protection and Security, will survive the termination or expiration of this Agreement. Upon termination of the Agreement, the REPRESENTATIVE shall return or destroy (with the Insurer's written permission) all Information that REPRESENTATIVE maintains in any form pursuant to the Agreement, and retain no copies of such information. However, if the Insurer determines that such return or destruction is not feasible, REPRESENTATIVE will continue to extend the protections of this Addendum to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of the Agreement.