

CARRIER: AIG/AMERICAN GENERAL
PACKET CURRENT AS OF: 01-24-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**

Please Note

If you are submitting
contracting directly to
the CPS Irvine
location, you **MUST**
send the original
documents.

Thank You.

**Appointment Application****AIG Life Brokerage**

A division of the American International Companies.®

Part 1 Individual and Principal of Corporation. This is Required Information.

Please Print Clearly

Social Security Number: _____

Name: _____
Last Name First Name Middle InitialDate of Birth: _____ Sex: ☐ Male ☐ Female
month day yearResident/Home: _____
Physical Address_____
City State Zip

Resident/Home Phone Number: _____ E-Mail: _____

Business Address: _____
Physical Address City State Zip

Business Phone Number: _____ Fax Number: _____

☐ I am an officer of the below corporation.**Part 2 Corporate Applicants Required Information.**

Please Print Clearly

Individual Applicants Do Not Complete This Section

Tax ID Number: _____

Corporate Name: _____

Corporate Address: _____

City State Zip

Corporate Phone Number: _____ State Incorporated: _____

Fax Number: _____ E-Mail: _____

Primary Officer for Corporate Records: _____

Background information reported on page – should provide information for the Officer of the corporation.

Part 3 Recruiter Section - IMO/BGA Only

Primary mailing address, phone contact, e-mail and faxes will be communicated to the following: Complete ONLY when address used is NOT the above address.

All Home Office Mail and other Communication will be directed to:

Agency Name: _____ Agency Code Number: _____

Address: _____

City State Zip

Fax Number: _____ Phone Number: _____

E-Mail Address: _____
☐ Please check when commission check is mailed directly to agent's business address

AIG Life Brokerage

A division of the American International Companies.®

Part 4 Licensing and State Appointment Request

Attach copies of licenses for all requested state appointments. Provide appropriate fees for nonresident appointments.

Social Security Number: _____ - _____ - _____

Applicant Name: _____

Licensed for: ☐ Life ☐ Health Contracted as: ☐ Individual ☐ Agency

Resident State: _____ Resident License Number: _____

Nonresident Appointment State(s): _____

Attach applicable fees and licenses for states listed above.

Part 5 Variable Licensing - Complete ONLY when variable appointment is requested.

Please complete the following ONLY when requesting variable appointment.

Who is your Broker/Dealer? _____

CRD Number: _____

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

Independent Wholesaler Election

Some broker-dealers may permit third-party wholesaling firms to offer certain services and support to registered representatives in order to facilitate sales of American General Life Insurance Company (AGL) variable universal life products. These firms are referred to by AGL as Independent Wholesalers (IW). In order for you to sell AGL's variable universal life insurance products through an IW, an IW agreement must be in place with the BGA/IMO and your broker-dealer must be informed, pursuant to NASD Rule 3030, of your IW election. Additionally, this IW Election Form must be submitted to AIG Life Brokerage, which documents your IW election. If you wish to obtain support through an IW, please indicate your election below.

☐ IW Election: _____
(Name of IW Firms and Code Number)

Part 6 Errors and Omissions Insurance Coverage

☐ Yes - I have E&O Coverage (Copy of current Certification enclosed).

☐ No - I do not have E&O Coverage

AIG Life Brokerage

A division of the American International Companies.®

Part 7 Background Information Required On All Applicants

If this is a corporate application, the questions should be answered by and about the agency principal.

Social Security Number: _____ - _____ - _____

CONFIDENTIAL HISTORY/BACKGROUND INFORMATION

Please provide complete details for any "yes" answers in the Remarks section. Attach additional documentation as necessary.

1. Have you ever been convicted of or plead guilty or no contest to:
 - a. A Felony? ☐ Yes ☐ No
 - b. A Misdemeanor? ☐ Yes ☐ No
 - c. A violation of federal or state securities or investment related regulations? ☐ Yes ☐ No
2. Are you currently under investigation by any legal or regulatory authority? ☐ Yes ☐ No
3. Do you now owe money to any life or health insurance company? ☐ Yes ☐ No
4. Have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgements against you? ☐ Yes ☐ No
5. Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reason other than lack of sales? ☐ Yes ☐ No
6. Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory body or any securities commodities or insurance regulatory body or organization or employer? ☐ Yes ☐ No
7. Has a bonding company ever denied, paid out on or revoked a bond for you? ☐ Yes ☐ No
8. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage? ☐ Yes ☐ No
9. Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities? ☐ Yes ☐ No

REMARKS SECTION: Details of "yes"

AIG Life Brokerage

A division of the American International Companies.®

Part 8 Signature of Individual -or- Principal of Corporation

Social Security Number: _____

I have read and received, as of the date indicated below, the notice concerning investigative consumer reports, as required by law. I understand that in signing this form, I hereby authorize the American General Life Companies that I have requested appointments with (hereinafter collectively referred to as the "American General Affiliates") to investigate my background, including my credit history and interviews with former employers and/or primary insurance company. I authorize the American General Affiliates and individuals named in the application to give the American General Affiliates any information regarding me that they have available. I agree that if any of my answers to the questions in Part 7 change, I will notify, in writing, American General Affiliates within 10 business days of the incident which would cause an answer to change. I understand that falsification of information or failure to update the answers on this application may result in termination of appointment(s) with all American General Affiliates. In addition, I hereby authorize the American General Affiliates to report information about earnings and debit balances to any credit bureau or similar organization.

I further authorize American General Affiliates, to verify my previous employment and securities registration history through the CRD system.

I hereby authorize American General Affiliates to share background, licensing and applicant data with their affiliates. I acknowledge that I have received and reviewed the "Compliance Manual" for the American General Life Companies, and/or "Operations Manual" and I agree to abide by those principles, as amended or supplemented from time to time, in representing any of the Companies that appoint me.

Date: ____ / ____ / ____

Signature: _____

Signature of Individual -or- Principal of Corporation

Part 9 Signature of Recruiter

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

Signature: _____
Signature of Recruiter

Date: ____ / ____ / ____

Print Name: _____
Print Name of RecruiterAgent/Agency Code # _____
Required**Part 10 Home Office Section**Signature: _____
(Additional signatures, if required, RVP, RM)

Date: ____ / ____ / ____

Print Name: _____

Regional Code Number _____

RSM Name: _____
(Only when directly involved)Home Office Approval: _____
(If required)

Date: ____ / ____ / ____

Remove and leave Part 11 with applicant.**Part 11 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 appointing process, each company with which you have requested an appointment may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living. 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, 750 W. Virginia St. Milwaukee, WI 53204. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. 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.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;



**AMERICAN
GENERAL**

Appointment Application

AIG Life Brokerage

A division of the American International Companies,®

Part 12 Recruiter Data To be completed by individual recruiting applicant.

Applicant Name: _____ Applicant Social Security Number: _____
Please Print

Recruiter Name: CPS Ins Svc Agency Code Number: X 0516
Please Print

Title: _____
Please Print

Part 13 AGL Commission Section - Must be completed.

Contract Level Requested ☐ IMO/BGA ☐ MGA ☐ GA ☒ Agent/Producer

Commission Level for American General Life

Brokerage Life Products: First Year Level: C
Renewal Level: C
(HO Approval) Productivity Bonus Level: None

m Supplemental Life
..

Supplemental Life Products: First Year/Renewal Level: _____
AGL Annuity Deferred & Immediate: First Year/Renewal Level: _____
A & H: First Year Level: _____
Renewal Level: _____

Part 14 AIG Annuity Company Appointment Request

Commission Level for AIG Annuity

Complete Only When Soliciting Deferred Annuity Products Not Available Through American General Life

Commission Level Requested: _____

Part 15 Additional Forms Section

Annualization: ☐ Yes ☐ No

Annualization is available on a limited basis. (If applicable, annualization agreement MUST be submitted with contract.)

Electronic Funds Transfer (EFT) Please attach EFT form when requesting to receive commissions electronically.

Appointment, Bonus and Annualization require Home Office Approval.



**AMERICAN
GENERAL**

AIG Annuity Insurance Company, Amarillo, TX *
American General Life Insurance Company, Houston, TX

AIG Life Brokerage

AGENCY AGREEMENT

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

FOR

Last Name _____ First Name _____ Middle Initial _____

If Representative is a Corporation, the full Corporate name must appear above, and an authorized officer must sign and indicate the officer's title.

Individual

Social Security Number _____

Corporation

Tax Identification Number _____

Representative

Signature _____

Title _____

American General Life Companies

Contract Date _____

To be completed by Home Office

Home Office Authorized Signator

*** This Agency Agreement may not be used to contract banks, credit unions or thrifts to AIG Annuity Insurance Company and, if submitted for that purpose, will not be accepted. This Agency Agreement may not be used to replace an in force AIG Annuity Insurance Company Agency Contract and, if submitted for that purpose, will not be accepted.**

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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 General Corporation.

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 General Corporation 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 Distributor shall include NPI collected by or on behalf of American General Corporation, 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.

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, then the principal(s) of such corporation 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 financial 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 may, at REPRESENTATIVE's expense, advertise Insurer's products, provided the text of all advertising, including any form of sales/promotional material such as, but not limited to: business cards, stationery or other indications of agency under this

agreement and including the use of the name "American General," the American General logo or the name of any insurer is approved in writing by the company before use.

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 a partnership, all such payments will be paid to said corporation or partnership.

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 III 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.

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 a partnership.
- 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 contract 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 to represent 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 to represent.

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.

XVI. PRIVACY CONTROL & SECURITY

- A. All NPI 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.
- B. Each party shall be permitted to disclose relevant aspects of the other parties' NPI 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 NPI 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.
- C. 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.
- D. This provision will survive the termination or expiration of this Agreement. The parties further agree to establish and maintain policies and procedures designed to ensure the confidentiality and security of NPI.



**AMERICAN
GENERAL**

Agency/Agent Address Change Form

American General Life Insurance Company

Member of American International Group, Inc.

Midwest Operations Center • P.O. Box 401 • Milwaukee, WI 53201-0401

Tax Identification Number (TIN)	*Corporation Name OR Last and First Name
--	---

*Please supply the correct name associated with the TIN

Old Address	New Address

Your address will be changed for all policy mailings and commission mailings for all agent records related to the above TIN unless specified below.

☐ Check this box to change commission mailings ONLY

☐ Check this box to change policy mailings ONLY

List below any records that you DO NOT want changed to the new address

Telephone Number _____
Fax Number _____
e-mail Address _____

AUTHORIZATION	
Signature of signer for the Corporation OR Name above	_____
Date signed	_____
Signature of GA if applicable	_____
Date signed	_____

If you have any questions please call 1-888-653-5463 Hunt Group 3003

PLEASE FAX THIS FORM TO 1-866-826-5961

OR

MAIL TO: Midwest Operations Center
Attn: Compensation Department
750 West Virginia St. PO Box 401
Milwaukee, WI 53201-0401

Not for use by Policy Holder



Assignment of Commissions

American General Life Insurance Company

A member company of American International Group, Inc.

P.O. Box 401 • Milwaukee, WI 53201-0401

Agent Code No. _____

FOR VALUE RECEIVED, the undersigned hereby transfers, sets over and assigns unto _____

_____ (TAX ID & SS# _____)
(an individual), (a corporation), (a partnership), (a sole proprietorship)

of _____ (address)

an amount equal to _____ percent of any and all commissions, renewal commissions, allowances and fees which may hereafter accrue in favor of the undersigned by virtue of the agency contract now in force between the undersigned and American General Life Insurance Company, it being understood and agreed that this assignment shall be subject to any present indebtedness or any which may hereafter accrue to be due and owing American General Life Insurance Company.

The undersigned hereby represents and warrants that said commissions and allowances are not now assigned, and the undersigned hereby will forever warrant and defend his right to receive the same, this instrument to remain in full force and effect until same is released by the assignee by an instrument in writing furnished said Insurance Company.

The undersigned hereby authorizes and directs said Insurance Company to pay over any such commissions and allowances to said assignee, subject to the conditions hereof, and it is agreed that any payment so made will be a full and complete discharge of said Insurance Company's obligation to the extent of any payment so made.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal at _____

_____, this _____ day of _____, 20 _____.

By: _____
Signature of Assignor

Received and replaced on file this _____ day of _____, 20 _____.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: _____
President & CEO



Direct Deposit Authorization

American General Life Insurance Companies

Member of American International Group, Inc.

Midwest Operations Center

750 West Virginia St. • P.O. Box 401

Milwaukee, WI 53201-0401

1	Name Last First MI Code #1 #2 #3					Social Security/Tax ID No	
	If commissions are currently assigned, Name of Payee					Transaction Type Enroll Revise Cancel <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
2	Financial Institution					Phone	
	Address		City		State	Zip	
	Bank Identification No.	Account Number			Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings Please attach a Voided Blank Check		
3	AUTHORIZATION STATEMENT I authorize American General Financial Group and the Bank indicated to deposit my net commissions automatically into my account each commission cycle. If funds to which I am not entitled are deposited into my account, I authorize American General Financial Group to direct the bank to return said funds. This authority will remain in effect until I have either cancelled it in writing or upon issuance of written notice from the Company.						
	Signature				Date Signed		
	GA Signature (if applicable)				Date Signed		
	4 Compensation Department Use Only Entered by Date						
INSTRUCTIONS: Section 1 Please fill in your Name, Social Security Number, Code(s) and check the Enroll box. NOTE: If you already have Direct Deposit and wish to change your bank or account, check the Revise box. Section 2 Please complete Financial Institution information. Please attach a Voided Check for Checking Accounts. Please attach a Deposit Slip for Savings Accounts. Section 3 Read authorization statement, sign, date and submit to: FAX: 1-877-897-9141 or MAIL: Midwest Operations Center PHONE: 1-866-722-2434 750 West Virginia St. PO Box 401 Milwaukee, WI 53201-0401							
Section 4 - Compensation Department Use Only Verified by: Date:							

If you are currently, or were previously contracted through another GA with AIG, the attached change of address form MUST be completed in order for your commission checks to come to CPS.

The form must also be signed.



**AMERICAN
GENERAL**

**Agency/Agent Address Change Form
AIG Life Brokerage Group**

American General Life Insurance Company

Member of American International Group, Inc.

Midwest Operations Center • P.O. Box 401 • Milwaukee, WI 53201-0401

Tax Identification Number (TIN)	*Corporation Name OR Last and First Name
--	---

*Please supply the correct name associated with the TIN

Old Address	New Address

Your address will be changed for all policy mailings and commission mailings for all agent records related to the above TIN unless specified below.

☐ Check this box to change commission mailings ONLY

☐ Check this box to change policy mailings ONLY

List below any records that you DO NOT want changed to the new address

Telephone Number _____
Fax Number _____
e-mail Address _____

AUTHORIZATION	
Signature of signer for the Corporation OR Name above	_____
Date signed	_____
Signature of GA if applicable	_____
Date signed	_____

If you have any questions please call 1-888-653-5463 Hunt Group 3003

PLEASE FAX THIS FORM TO 1-866-826-5961

OR

MAIL TO: Midwest Operations Center
Attn: Compensation Department
750 West Virginia St. PO Box 401
Milwaukee, WI 53201-0401

Not for use by Policy Holder

**AIG Life Brokerage**

Distributing products issued by:
American General Life Insurance Company
AIG Annuity Insurance Company

AIG Life Brokerage is a division of the
 American International Companies®
 Members of American International Group, Inc.

AIG LIFE BROKERAGE

BROKERAGE LIFE PORTFOLIO

FIRST YEAR COMMISSIONS

SCHEDULE C

This schedule of commissions is a supplement to the Agency Agreement and its terms and conditions. This schedule is subject to change at any time.

PRODUCT PORTFOLIO		AGENT FIRST-YEAR COMMISSIONS ⁽¹⁾
American General Life ⁽²⁾		C
ContinUL - Eff 6/15	UL	75
Elite UL G	UL	75
Elite UL	UL	75
Elite Survivor G	2nd/Die UL	65
Elite Survivor	2nd/Die UL	65
Elite Indexed UL	Indexed UL	75
LTG Ultra-30 ⁽³⁾ / LTG Ultra C-30	Level Term	90
LTG Ultra-20 ⁽³⁾ / LTG Ultra C-20	Level Term	90
LTG Ultra-15 ⁽³⁾ / LTG Ultra C-15	Level Term	80
LTG Ultra-10 ⁽³⁾ / LTG Ultra C-10	Level Term	60
ROP Term 30, 20, 15	Level Term	80

(1) "Agent" = MGA, GA or Producer

(2) AGL pays no commissions on aviation extra premiums or any temporary extra premiums of seven years durations or less. For table ratings above Table 6, first year commissions are paid on the basis of Table 6 premiums.

(3) No first-year base, renewal or bonus paid on policy fee.

For VUL compensation consult your Broker Dealer

Platinum VM5+, Supplemental products, and A & H products have separate compensation schedules, consult your upline.

**AIG Life Brokerage**

Distributing products issued by:
 American General Life Insurance Company
 AIG Annuity Insurance Company
 AIG Life Brokerage is a division of the
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AIG LIFE BROKERAGE

BROKERAGE LIFE PORTFOLIO

RENEWALS/EXCESS OVER TARGET

SCHEDULE C

This schedule of commissions is a supplement to the Agency Agreement and its terms and conditions. This schedule is subject to change at any time.

PRODUCT PORTFOLIO	TERM RENEWALS (RENEWAL YEARS 2-10) ⁽¹⁾
American General Life	C
LTG Ultra-30 ^{(2) (3)} / LTG Ultra C-30 ⁽³⁾ Level Term	0.00
LTG Ultra-20 ^{(2) (3)} / LTG Ultra C-20 ⁽³⁾ Level Term	0.00
LTG Ultra-15 ^{(2) (3)} / LTG Ultra C-15 ⁽³⁾ Level Term	0.00
LTG Ultra-10 ^{(2) (3)} / LTG Ultra C-10 ⁽³⁾ Level Term	0.00
ROP Term 30, 20, 15 ⁽³⁾ Level Term	1.25

PRODUCT PORTFOLIO	UL RENEWALS (RENEWAL YEARS 2-10) ⁽¹⁾ AND EXCESS OVER TARGET
American General Life	C
ContinUL - Eff 6/15 UL	1.25
Elite UL G UL	1.25
Elite UL UL	1.25
Elite Survivor G 2nd/Die UL	1.25
Elite Survivor 2nd/Die UL	1.25
Elite Indexed UL Indexed UL	1.25

(1) Renewal Commissions: Changes in renewals are prospective from the date of change forward, never retroactive. Renewal levels for downline appointed representatives must be equal to or less than the appointor's renewal level.

(2) No first-year base, renewal or bonus paid on policy fee.

(3) Renewal only; Excess does not apply.

Platinum VM5+, Supplemental products, and A & H products have separate compensation schedules, consult your upline.



AIG Life Brokerage

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 AIG Annuity Insurance Company
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AIG LIFE BROKERAGE

SUPPLEMENTAL LIFE PRODUCTS

FIRST YEAR/RENEWAL/EXCESS

SCHEDULE M

This schedule of commissions is a supplement to the Agency Agreement and its terms and conditions.

This schedule is subject to change at any time.

PRODUCT PORTFOLIO	FIRST-YEAR, RENEWAL & EXCESS	
American General Life⁽¹⁾	M	
	First Year	R & E*
Platinum Provider Ultra	75.0	1.25
Platinum Provider Ultra G	75.0	1.25
Platinum Protector G	75.0	0/1.00
Platinum Accumulator ⁽²⁾	65.0	1.25
Platinum Survivor Ultra	65.0	1.25
Platinum Survivor Ultra G	65.0	1.25
Platinum Protector Survivor G	65.0	0/1.25
Platinum Provider Ultra 500	75.0	1.25
Platinum Accumulator 500 ⁽²⁾	65.0	1.25
Platinum Survivor Ultra 500	65.0	1.25

*** Renewal and Excess**

(1) AGL pays no commissions on aviation extra premiums or any temporary extra premiums of seven years duration or less. For table ratings above Table 6, first year commissions are paid on the basis of Table 6 premiums.

(2) Commission reductions apply to Platinum Accumulator and Platinum Accumulator 500 for insureds over issue age 65.

CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

Page 1

***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157