

CARRIER: AMERICAN NATIONAL  
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.**

### FILE REQUIREMENT CHECKLIST

Provide all applicable documentation and forms requested below and include this Checklist when returning to American National's Home Office. Please check off each item you are including or have provided to the applicant.

Region Number: \_\_\_\_\_ Applicant's Name: \_\_\_\_\_

- \_\_\_\_\_ "Application to Represent American National", Form 3779
- \_\_\_\_\_ "Production Requirement Agreement" (required for RGA and SGA only)
- \_\_\_\_\_ Authorization Form 4708 (Required by The Fair Credit Reporting Act)
- \_\_\_\_\_ Contract – Submit 1 copy of Face Page only. (Please provide all information requested on Face Page.)  
(NOTE: If Solicitor, submit 1 copy of "Solicitor Appointment", Form 9035.)
- \_\_\_\_\_ 1 Copy of the Applicable Compensation Schedule
- \_\_\_\_\_ Copies of licenses for ALL states where applicant intends to solicit business
- \_\_\_\_\_ A Check for Non-Resident License Appointment Fees (Non-Contiguous States Only) If faxing file, check must be mailed under separate cover to IMO Contract Clerk, Contracting & Licensing Department – Please include cover sheet listing name of Applicant and Social Security Number.
- \_\_\_\_\_ If applicant is to be appointed in Georgia or Massachusetts, signed and completed state appointment forms are required.
- \_\_\_\_\_ If applicant is to be appointed in Florida (non-resident appointments only), a list of all counties in which the applicant will be soliciting is required.
- \_\_\_\_\_ If applicant holds a Kansas license, a copy of the license must be sent whether or not the applicant will be soliciting for American National in the state.
- \_\_\_\_\_ If applicant is being appointed in Virginia, a signed "Insurance Activities Requiring Persons to be Licensed in Virginia" Form is required. For resident appointments, a current Letter of Certification is needed in place of a copy of a license.
- \_\_\_\_\_ Statement regarding Direct Deposit must be given to applicant if applicant wishes to have commissions Direct Deposit.
- \_\_\_\_\_ Copy of declaration page of applicant's Errors & Omission Coverage (required for all applicants).
- \_\_\_\_\_ Copies of Producer's Code of Conduct, Advertising Guidelines and Notice of Privacy Policy were given to applicant.

#### Hierarchy (including applicant)

	<u>Name</u>	<u>SSN</u>
NMD	_____	_____
RGA	_____	_____
SGA	_____	_____
GA	_____	_____
A/Sol	_____	_____

**NEW BUSINESS APPLICATION DATE \_\_\_\_\_ PROVIDE APPLICATION DATE IF CONTRACT IS FOR SIMULTANEOUS SUBMISSION STATE AND NEW BUSINESS APPLICATION IS ATTACHED. IF NEW BUSINESS IS ATTACHED, FILE MUST BE MAILED. DO NOT FAX NEW BUSINESS.**

Please fax or mail contracts to IMO Contract Clerk, Licensing and Contracting Department. For your convenience, a postage paid envelope is enclosed. Fax number: 888-237-1012.

Home Office Use Only – Business Segment \_\_\_\_\_ Responsibility Code \_\_\_\_\_

# American National Insurance Company License/Appointment Data Sheet

Please attach a copy of your NASD CRD status report and a copy of your state variable license(s).

To sell American National variable products an agent/broker must first be properly licensed and then be appointed by American National in the state in which the business will be written. This form is designed to expedite this process.

## I. PERSONAL DATA

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Birth Date \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_  
Residence Address \_\_\_\_\_ Mailing Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_ City, State, ZIP \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
E-mail address \_\_\_\_\_

Have you ever been indicted or convicted of a felony involving dishonesty, breach of trust, or been arrested for any crime other than a traffic offense? ☐ Yes ☐ No If "Yes," give specifics. \_\_\_\_\_

## II. CURRENT LICENSE STATUS

	Yes	No
Are you currently life licensed?	<input type="checkbox"/>	<input type="checkbox"/>
Are you currently variable products licensed?	<input type="checkbox"/>	<input type="checkbox"/>

Please indicate the state(s) in which you wish to sell variable products. Attach current copies of license(s) for each state in which you wish to sell.

\_\_\_\_\_  
\_\_\_\_\_

## III. BROKER/DEALER DATA

I am an NASD registered representative with \_\_\_\_\_ Broker/Dealer  
Tax ID. # \_\_\_\_\_ located at:  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**Note:** This application for Licensing/Appointment will only be processed if the Broker Dealer with whom you are affiliated has executed a Selling Agreement with SM&R.



**PLEASE NOTE THAT WE WILL NOT ACCEPT ANY BUSINESS UNLESS LICENSING PROCEDURES HAVE BEEN COMPLETED AND APPROVED BY AMERICAN NATIONAL'S LICENSING DEPARTMENT.**

In consideration of my appointment by American National Insurance Company ("American National") to solicit variable products for American National, I hereby agree:

1. That my contract is with the Broker Dealer representing American National; and
2. That American National has no obligation to me for commissions, expense allowances, or any other form of compensation whatsoever; and
3. That I shall comply with the rules and regulations of American National and all applicable state laws and regulations; and
4. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisement, receipt, policy, or contracts of American National; and
5. That I shall promptly remit to my Broker Dealer or American National any and all monies received by me on behalf of American National; and
6. That I shall hold harmless and indemnify American National for any liability that they may incur as a result of any actions taken by me; and
7. That American National may, upon request of my Broker Dealer or upon its own initiative, cancel this appointment at any time; and
8. That I will forfeit all compensation, if any, to which I would otherwise be entitled after termination, in the event I shall attempt to influence any policyholder or agent to terminate his contract with American National and I also agree that since neither American National nor \_\_\_\_\_ has an adequate remedy at law for such use of influence, either may institute proceedings to enjoin me from further such attempted use of influence.
9. That I have received, read, understand and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines and the Notice of Privacy Policy adopted by American National Insurance Company. Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers in this application and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with American National Insurance Company.
10. I have read, understood, and signed a copy of Authorization Form #4708. I understand that in signing Form #4708, I hereby authorize the Company, at any time, to investigate my background, including my credit history.
11. The person signing this form as "applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employer's or employees.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Licensed NASD Representative Signature Date

I understand that the Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who is engaged in the business of insurance to willfully permit anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to participate in the business of insurance and I recommend this applicant be contracted with the company.

\_\_\_\_\_  
Broker Dealer Signature Date

\_\_\_\_\_  
Approved by American National

\_\_\_\_\_  
Date

\_\_\_\_\_  
Personal Code

**IV. MAILING INSTRUCTIONS (Be sure to attach NASD CRD status report and copy of current state license.)**

1. Representative signs forms and mails to Broker/Dealer.
2. Broker/Dealer signs form and mails to:  
American National Insurance Company  
Broker/Dealer Marketing, 9th Floor  
One Moody Plaza  
Galveston TX 77550-7999

**FOR HOME OFFICE USE ONLY—**

Office Code \_\_\_\_\_

Agent Code \_\_\_\_\_



AMERICAN NATIONAL INSURANCE COMPANY  
One Moody Plaza, Galveston, Texas 77550-7999

**APPLICATION TO REPRESENT AMERICAN NATIONAL INSURANCE COMPANY**  
**Independent Marketing Group**  
 Galveston, Texas 77550-7999

Full Name First	Middle	Last
Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Ms. <input type="checkbox"/>
Social Security #		Date of Birth

Please list all professional designations (such as CLU, ChFC, etc.)	Military Status
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Preferred Greeting or Nickname	Spouse's Name
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Residence Street Address	Residence P/O Box or Mail Address
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City	State	9-Digit ZIPCode	City	State	9-Digit ZIPCode
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Home Telephone	How long at this address _____ If you have lived in this community less than 5 years enter your prior address
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Prior Address	City                      State                      9-Digit ZIPCode
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Business Street Address	Business P/O Box or Mail Address
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City	State	9-Digit ZIPCode	City	State	9-Digit ZIPCode
------	-------	-----------------	------	-------	-----------------

Business Telephone	Business FAX                      E-mail
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Send all mail to   ☐ Residence Street Address   ☐ Residence P.O Box   ☐ Business Street Address   ☐ Business P.O. Box

☐ Other \_\_\_\_\_

Is the contract to be in the name of a corporation or partnership?   ☐ Yes   ☐ No   If Yes, submit corporate license.

If "Yes" Name \_\_\_\_\_ City & State \_\_\_\_\_

Tax ID No. \_\_\_\_\_ ☐ Partnership?   ☐ Corporation?

All other names utilized, including maiden, aliases, etc. \_\_\_\_\_

List all non-resident states you wish to be appointed with through Independent Marketing. \_\_\_\_\_

**LIST ALL COMPANIES YOU HAVE BEEN LICENSED AND APPROVED TO REPRESENT DURING THE PAST 5 YEARS**

Company Name (INCLUDE SUPERVISOR NAME & PHONE)	Company Address	City	State	Dates Effective		License Information		
				From	To	State	Type	Number

If being appointed non-resident in Florida, please provide all counties soliciting business. \_\_\_\_\_

Have you ever represented American National or any of its subsidiaries? ☐ Yes ☐ No (If "Yes," Provide details)

Have you sold insurance through another name or through any agency in the past five years? ☐ Yes ☐ No If "Yes," please specify

The Violent Crime & Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance. Have you ever been indicted or convicted of any such felony? Have you been arrested for any other crime? If yes, please give specifics as to charge, date, jurisdiction and outcome.

Have you ever filed or been declared bankrupt? ☐ Yes ☐ No

Are you currently obligated under a non-compete agreement with any insurance company or agency? ☐ Yes ☐ No

Are you presently indebted to any insurance company or agency? ☐ Yes ☐ No If "Yes," Please give specifics as to the nature and amount.

To Whom	Nature of Debt	Amount	Payment Terms
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Has a deficiency claim been made against you for any past insurance transactions? ☐ Yes ☐ No

If "Yes," please give specifics as to the nature and amount

Have you ever had, or now have, any federal, IRS, state tax liens or garnishments? ☐ Yes ☐ No

Are you currently covered by errors and omissions insurance? ☐ Yes ☐ No

E & O Carrier Limits

Policy # Effective Date Expiration Date

Have you ever filed an errors and omissions claim? ☐ Yes ☐ No

Have you ever been disciplined by a state insurance department? ☐ Yes ☐ No

Have you ever been cautioned or disciplined for violating a professional code of ethics in any organization? ☐ Yes ☐ No

Have you ever been expelled or disciplined by a professional organization such as the NALU? ☐ Yes ☐ No

Are you aware of any other information that American National should have in assessing a business relationship with you and/or your company? ☐ Yes ☐ No If yes, please elaborate.

The person signing this form as "Applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employer's or employees.

I have received, read, understand and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines and the Notice of Privacy Policy adopted by American National Insurance Company.

Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers in the pages of this application and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with American National Insurance Company.

I, the Applicant, have read, on the date shown below, a copy of the above statements as required by law. I have also read, understood, and signed a copy of Authorization Form #4708. I understand that in signing this form and form 4708, I hereby authorize the Company, at any time, to investigate my background, including my credit history.

Applicant has the right to make a written request to Company's Home Office within a reasonable period of time for additional, detailed information concerning the nature and scope of the investigation.

Date

Applicant

# AUTHORIZATION

Required by The Fair Credit Reporting Act

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the *written instructions of the consumer to whom it relates*.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to American National Insurance Company or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that American National Insurance Company may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to American National Insurance Company or its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances loans, and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes American National Insurance Company or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not American National Insurance Company will make an offer of a contract to the Applicant.

\_\_\_\_\_  
(Applicant's Printed Name)

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Social Security Number)





# AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

I authorize

\_\_\_\_\_ American National Insurance Company (ANICO)  
\_\_\_\_\_ American National Property and Casualty Company (ANPAC) (Be sure to send copy to ANPAC)  
\_\_\_\_\_ American National General Insurance Company (ANGIC) (Be sure to send copy to ANPAC)  
\_\_\_\_\_ Standard Life and Accident Insurance Company (SLAICO)

and the bank listed to deposit my commissions to the account named below. This authority will remain in effect until I have a new authorization or cancellation. The company reserves the right to initiate debit entries for recovery of sums due to credit entries processed in error, if determined within the week of the credit entry.

## PLEASE CHECK ALL APPLICABLE COMPANIES

AGENT NAME \_\_\_\_\_

PC# and SSN # \_\_\_\_\_

AGENCY # \_\_\_\_\_

DEPOSITORY (BANK) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CHECKING \_\_\_\_\_ SAVINGS \_\_\_\_\_

CREDIT UNION \_\_\_\_\_ MONEY MARKET ACCT. \_\_\_\_\_

NEW \_\_\_\_\_ CHANGE \_\_\_\_\_ CANCEL \_\_\_\_\_





## EFT PROCEDURES

Once you have signed up, your check will be automatically deposited in to your checking and/or savings account approximately 3 — 4 weeks from the day the Home Office received the request. You will receive a "DEPOSIT ADVICE" form which will replace your check stub. This form will show your gross and net pay for the month and year-to-date. It will also show your other deductions.

Your check will be deposited even though you are out of the office or out of town. And

**REMEMBER . . . NO MORE LATE OR LOST CHECKS**

Please complete the authorization form in its entirety with your signature, social security number, and personal code number. **Return the form with a voided check to the Licensing/Appointments Department at ANICO and/or the Agency Support Department at ANPAC.**

**PLEASE STAPLE YOUR VOIDED CHECK BELOW**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: New Routing Number and Official Signature if bank name has changed.

Signature \_\_\_\_\_ New Routing # \_\_\_\_\_



## Producer's Code of Conduct

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As a representative of the American National family of companies I recognize my responsibility to:

Conduct myself in the highest character with *honesty, integrity, and fairness* at all times.

Provide information to clients in a professional manner which is *honest, relevant, and designed to meet the client's needs*.

*Understand* and accurately represent the Company's products and services.

Ensure my *personal interests do not conflict* with those of clients or the Company.

Render *prompt* and *quality service* both before and after the sale to clients and their beneficiaries.

*Learn* and *follow* all Company policies and procedures related to my role as a producer.

*Keep informed* with respect to applicable laws and regulations and to observe them in the practice of my profession.

*Replace* a life insurance, health insurance, or a financial product of a client, only when it is in the client's interest.

Foster *good will, courtesy, and consideration* in the treatment of policyowners and the general public, while maintaining *respect* for the Company.

*Meet* all continuing education requirements.

Endorse and support the Insurance Marketplace Standards Association's (IMSA's) Principles of Ethical Market Conduct.

- Conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would demand for itself.;
- Provide competent and customer-focused sales and service;
- Engage in active and fair competition
- Provide advertising and sales materials that are clear as to purpose and honest and fair as to content;
- Provide for fair and expeditious handling of customer complaints and disputes;
- Maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

# **NOTICE OF PRIVACY POLICY**

## **American National Insurance Company**

**One Moody Plaza  
Galveston, Texas 77550**

American National Insurance Company is committed to providing insurance and annuity products and services designed to meet your needs. We are equally committed to respecting your privacy and protecting the information about you that we may receive. We have prepared this notice to advise you what information we collect, how we use it and how we protect it.

### **What Information We Collect**

As an essential part of our business, we obtain certain personal information about you in order to provide a financial product or service to you. Some of the information we receive comes directly from you on applications or other forms, and may include information you provide during visits to our Web site. We may also receive information from physicians, testing laboratories and other health providers, and from consumer reporting agencies. The types of information we receive may include addresses, social security numbers, family information, current and past medical history and financial information, including information about transactions with other financial institutions.

### **What Information We Disclose**

We do not disclose nonpublic personal information about our current or former customers to any non-affiliated entity, except as permitted by law. Examples of the disclosures which we are permitted by law to make include: disclosures necessary to service or administer an insurance or annuity product that you requested or authorized; disclosures made with your consent or at your direction; disclosures made to your legal representative; disclosures made in response to a subpoena or an inquiry from an insurance or other regulatory authority; disclosures made to comply with federal, state or local laws and to protect against fraud.

### **Our Privacy Protection Procedures**

We protect information about you from unauthorized access. Our employees and agents receive training regarding our privacy policies, and access to information about you is restricted to those individuals that need such information in order to provide products and services to you. Examples of activities requiring access to personal information include: underwriting; claims processing; reinsurance and policyholder service. Finally, we employ secure technologies in order to safeguard transmission of information about you through our web sites, and we have established and maintain procedures to comply with all state and federal laws and regulations regarding the security of personal information.

**STATEMENT OF POLICY ON PRODUCER DEVELOPED ADVERTISING  
AMERICAN NATIONAL INSURANCE COMPANY (Company)  
INDEPENDENT MARKETING GROUP (IMG)**

**GENERAL ADVERTISING GUIDELINES**

Agents, Brokers, Marketing Organizations, Broker-Dealers, Registered Representatives of Broker-Dealers and other Producers appointed with the Company through IMG are required to secure written Home Office approval prior to the use of all advertising or promotional materials not furnished by the company. These materials include any advertisement that is targeted to clients, potential clients, current agents and prospective agents. Detailed Advertising Guidelines are available on IMG's web site [www.imo.ancioweb.com](http://www.imo.ancioweb.com), Compliance Issues, Field Reference Manual, Compliance Section.

The Company must review and approve any advertisement that:

- Refers to the Company
- Refers to the Company's industry ratings and/or financials
- Refers to any Company product
- Refers to policy or operational/administrative procedures of the Company
- Describes features of a Company product, or the features of any product, in such detail that it can be identified as a Company product
- Targets current or potential agents (recruiting ads) if the advertisement has any of the features listed above
- Is attached to or a part of any mailing or distribution of an approved Company ad
- Is used on any web site
- Is used in the State of Florida that could result in the sale of ANICO products whether or not the Company name or its products are mentioned.

**WHERE TO SUBMIT ADVERTISING**

Agents, Brokers and other Producers should submit advertisements to their Marketing Organization for review, approval and forwarding to the appropriate IMG marketing representative. Registered Representatives of Broker-Dealers should submit advertisements to their Broker-Dealer. The Broker-Dealer should forward such advertisements, including any developed by the Broker-Dealer, to the NASD for review if applicable. Once reviewed by the NASD, the Broker-Dealer should forward such advertisements to the appropriate IMG marketing representative, along with the NASD comment letter.

**APPROVAL PROCESS**

An advertisement is **not** approved by the Company unless the Marketing Organization or the Broker-Dealer has received final, written approval from IMG. An advertisement that is returned to the Marketing Organization or Broker-Dealer for correction(s)/changes is **not** considered approved until all correction(s)/changes have been made as indicated by American National. Once all correction(s)/changes have been made and the advertisement has been re-submitted to IMG final, written notification will be sent to the Marketing Organization or Broker-Dealer who should notify the Agent, Broker, Producer, or Registered Representative that the advertisement has been approved by the Company. A final copy of the advertisement in the form it is to be used must be provided to IMG.

**ADVERTISING VIOLATIONS**

Failure to comply with the procedures as defined above and detailed in IMG's published guidelines is a direct violation of the contract or selling agreement of such agent with the company and state laws and regulations. It is the Company's policy upon discovery of the first violation to impose a penalty ranging from a formal warning to termination, depending upon the nature of the infraction. The penalty for repeat violations could result in the termination of the appointment, contract or selling agreement of the Agent, Broker, Producer, Marketing Organization or Broker-Dealer.

**AMERICAN NATIONAL INSURANCE COMPANY  
GALVESTON, TEXAS  
GENERAL AGENT'S AGREEMENT**

American National Insurance Company (hereinafter designated as "Company") hereby appoints \_\_\_\_\_ its **GENERAL AGENT** ("GA" or "you") with the authority and obligations set forth in this Agreement, and you accept your appointment subject to the terms and conditions of this Agreement and all related Schedules and Supplements related to it.

**Effective Date** - This Agreement shall become effective on \_\_\_\_\_, \_\_\_\_\_. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

GENERAL AGENT:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name Here)

AMERICAN NATIONAL INSURANCE COMPANY:

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

**EXECUTIVE VICE PRESIDENT  
INDEPENDENT MARKETING**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Indicate Appropriate Compensation Schedule)

RECRUITING ORGANIZATION:

By: \_\_\_\_\_  
(Signature of Organization Representative)

Submitted by: \_\_\_\_\_  
(Print or Type Name of Organization)

Recruiter's Personal Code #: \_\_\_\_\_

**BENEFICIARY TO RECEIVE COMMISSIONS  
PAYABLE AFTER DEATH (LIMITED TO ONE  
INDIVIDUAL):**

Name of Beneficiary (Print or Type)  
\_\_\_\_\_

Relationship: \_\_\_\_\_

**Authority** - You are hereby authorized to develop and supervise the company's business in conformity with the rules and regulations of the Company. You shall recruit and recommend for appointment by the Company individuals and agencies qualified and experienced in life insurance sales and service as agents. You shall train and supervise such agents in accordance with the standards of the company and the requirements of the state or states in which they function for the Company. You acknowledge that all agents in your hierarchy are independent contractors of the company and, at a subagent's election or at the sole discretion of the Company can be transferred by the Company in accordance with the Company's transfer rules.

You shall solicit applications for ordinary life insurance and annuities to be issued by the Company and submit such applications received to the Company, provided that you are properly licensed as required by any governmental authority applicable to you. You shall deliver policies issued by the company, collect the first premium therefor, transmit all collections immediately to the Company, and make every effort to maintain in force all policies issued by the Company.

You shall at all times comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct of the Company's business. The relationship between the Company and you created by this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Company and you. Neither you nor your employees nor agents shall be deemed to be the employee or servant of the company. You shall not be a fulltime insurance agent as defined by the Federal Social Security Law. None of the benefits provided by the Company to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance are available to you, your employees or agents. If training courses, sales methods and material or similar aids and services are extended or made available to you, it is agreed that their purpose and effect shall not be to give the Company control over your time or direction, but only to assist you in your business.

Licensing of agents shall be in compliance with the statutory and regulatory requirements of the Departments of

Insurance or other regulatory agencies and in accordance with the standards and procedures established by the Company. Neither you nor any of your agents shall solicit business for the Company until your or their insurance license is in your or their possession or until the Company notifies you in writing that you or they are qualified to write business for the Company.

You shall assume full responsibility for, and indemnify the Company against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

In addition to the requirement that you comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risk, delivery of policies, and all other areas of the Company's business, you are required to:

- (1) Comply with the Company's policies and procedures concerning the replacement of life insurance policies and annuity policies. A replacement occurs whenever an existing life insurance policy or annuity is terminated, converted, or otherwise exchanged in value. For any transaction involving a replacement, the Company requires you to:
  - (a) recommend the replacement of an existing policy only when replacement is in the best interest of the customer.
  - (b) fully disclose all relevant information to the customer, which information includes;
    - (1) comparison of old and new premiums, expenses, and surrender charges, cash values, and death benefits;
    - (2) any loss of cash value or policy value by surrendering the existing policy;
    - (3) all guaranteed and maximum values of both policies;
    - (4) the fact that a new contestability and suicide period starts under the new policy; and
    - (5) the requirement that the customer must be re-underwritten for the new policy.
  - (c) provide the customer with all applicable required state and Company forms if replacement is involved.
  - (d) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application the transaction involves the full or partial replacement of an existing policy. never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- (2) Adhere to the Company's rules and regulations concerning ethical market conduct, which require that you:
  - (a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs.

- (b) maintain a current license and valid appointment in all states in which you promote the sale of the Company products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters that the Company provides.
- (c) comply with Company replacement policies, refrain from making disparaging remarks or providing false or misleading information about a competitor or competing product.
- (d) submit all advertising materials intended to promote the sale of any Company product to the home office for approval prior to use.
- (e) immediately report to the Company any customer complaints, whether written or oral, and assist the Company in resolving the complaint to the satisfaction of all parties.
- (f) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

During the term of this Agreement, you shall have and maintain errors and omissions issuance coverage in an amount satisfactory to the Company underwritten by an insurer satisfactory to the Company insuring against negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You must provide proof of such coverage upon application for appointment with the Company and further provide proof on an annual basis or as requested by the Company.

**Territory** - You may exercise your authority within any territory in which you are properly licensed, but that territory is not assigned exclusively to you.

**Records** - You shall keep correct and accurate accounts and records of all business transactions and monies which you or your agents collect for the Company. Such accounts and records shall be open at all times to inspection and examination by the Company's authorized representatives or by the Department of Insurance (as required by law) at all times.

**Expenses** - You shall pay all expenses of every nature incurred in connection with the performance of this Agreement, and the Company shall not be liable in any way therefore.

**Trade Secrets** - All accounts, policyholder files and records (including any names, addresses, and ages of policyholders or records of policy expiration or renewal date), application forms, rate books, software, and all other records in your possession pertaining to the Company business are trade secrets wholly owned by the Company and shall be returned to the company upon demand.

**Prompt Transmittal** - You shall immediately transmit to the Company all applications solicited and money received for the Company by you or your agents. All such funds shall be segregated by you and held by you in trust. You shall not use such funds for any purpose. If any citation or other paper shall at any time be served upon or received by you concerning any claim, or any other lawsuit, or any legal proceedings by or against the Company, within twenty-four (24) hours after receipt, you shall transmit it by certified mail to the Home Office of the Company in Galveston, Texas. If you neglect, refuse, or fail to do so, you agree to pay the Company, upon demand, the amount of any loss, damage, cost, attorney's fees, or expenses which may have been incurred by your failure to transmit the document within the 24-hour time period.

**Hold Harmless** - You agree to indemnify and hold harmless the Company from all losses, expenses, costs (including reasonable attorneys' fees whether in defending claims or enforcing this provision), and damages resulting from any acts by you which breach any terms of this Agreement.

**Repayment of Commissions and Service Fees** - You agree to repay to the Company, on demand, any unearned commissions and service fees and all other compensation received by you for or with respect to premiums or payments returned to policy or contract owners by the Company for any reason. You understand that it is sometimes necessary for the Company to refund premiums in order to settle disputes with policyholders. This decision is made solely at the discretion of the Company, and you will still be liable for the return of unearned commissions.

**Limitation of Authority** - You shall not possess or exercise any authority on behalf of the Company other than the power or authority expressly conferred by this Agreement and you shall not assume that any power or authority is implied. Specifically, but not in limitation to the foregoing, you shall have no authority on behalf of the Company to:

- (1) make, alter, or discharge any contract.
- (2) assign this Agreement or any compensation payable under it without the prior written consent of the Company.
- (3) solicit applications for the Company in any manner prohibited by or inconsistent with the provisions of this Agreement or the rules and regulations of the Company.
- (4) induce any Company employee or sales representative to terminate any agreement with the Company or any affiliate of the Company or otherwise interfere with any employee or agent's relationship with the Company of any affiliate of the Company.
- (5) incur any indebtedness or liability, expend, or contract for the expenditure of any funds of the Company.
- (6) extend the time for payment of any premium, bind the Company to the reinstatement of any terminated policy, or accept notes for payment of premiums.
- (7) waive or modify any terms, conditions, or limitations of any policy.
- (8) adjust or settle any claim or commit the Company with respect thereto.
- (9) issue or circulate any advertisement or literature unless the same shall have been first approved in writing by the compliance officer of the Company.
- (10) enter into any legal proceedings in connection with any matters pertaining to the Company, which may in any

way involve or affect the Company, its affiliates, their business, operations, or any policy issued by them.

- (11) deliver any policy issued by the Company until the applicant has made settlement for the first premium.
- (12) deliver any policy if you or your agents have knowledge of any impairment of the applicant's health not disclosed on the application or occurring subsequent to the securing of the application or if more than thirty (30) days have elapsed from the date of mailing of the policy by the Company, unless authorized in writing by an officer of the Company.

**Compensation** - For the purpose of determining compensation, your compensation shall include not only your personal production, but also the production of all agents assigned to you. You shall be compensated according to the related Compensation Schedule, based on premiums received on policies issued by the Company for applications secured under this Agreement. Payment of commissions and service fees shall be made at such times and in the manner the Company considers appropriate for the efficient administration of this Agreement. The Compensation Schedule is subject to change by the Company, but any change shall not apply to business written prior to the effective date of the change. The agent's statements rendered by the Company concerning commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive, unless, within thirty (30) days following receipt of the statement, you notify the Company in writing of a dispute regarding any transactions reported since the last preceding report. If a policy on which you are receiving commission or service fees shall lapse for any reason, no further commission or service fees will be paid unless the policy is reinstated solely by the efforts of you. If, for any reason, the Company refunds any premium on which you received a commission or service fee, you shall immediately repay to the Company the commission or service fee received on such premium.

**Compensation After Termination** - If this Agreement is terminated by your death or by your total and permanent disability, you or your beneficiary shall receive compensation as provide in the Compensation Section of this Agreement on business written prior to termination. Unless otherwise designated in writing on the face page of this Agreement, your beneficiary shall be your spouse, if then living, otherwise, your estate. If this agreement is terminated for any cause other than your death or disability, or your acting to prejudice materially the interests of the Company or its affiliates, or your violation of any of its provisions, you shall receive Compensation as provided in the Compensation Section of this Agreement less a collection fee of 1% on the premiums paid. If you have materially violated any of the provisions of this Agreement or acted to prejudice materially the interests of the Company or its affiliates, at, before, or after termination of this Agreement, you shall forfeit all commissions and all other compensation due or to accrue under this or any previous Agreement between you and the Company or any of its affiliates or subsidiaries. In the event your total compensation after termination of this Agreement totals less

than \$300.00 during any year after termination no further compensation shall be paid to you or to your beneficiary. All compensation payable after termination of this Agreement shall be subject to the right of recoupment lien established in the Indebtedness Section of this Agreement.

**Beneficiary** - You may name a beneficiary to receive any commissions payable after your death. The Company reserves the right to require evidence that there are no conflicting claims before making payment to the named beneficiary.

**Indebtedness** - You shall be responsible to the Company for the acts and collections of you or your agents and employees and for the indebtedness of your agents to the Company. The Company shall have and is hereby given a right of recoupment on all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any and all debts or claims due or to become due to it from you. Without in any way limiting the Company's right to such recoupment, the Company shall have and is hereby given a valid first lien on and right of offset against all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any such debts or claims. This right of recoupment and lien shall not be extinguished by the termination of this Agreement. Following demand for repayment or termination of this Agreement, whichever first occurs, all indebtedness shall thereafter bear interest at the maximum lawful rate until paid. You shall be responsible to the Company for all costs and expenses, including legal fees, incurred by the Company as a part of its efforts to collect indebtedness.

**Termination** - You acknowledge that the Company has not expressly or by implication agreed to continue the term of this Agreement for any definite period of time. Either party may terminate this Agreement by giving thirty (30) days written notice prior to the date fixed for termination. Any notice may be mailed or delivered to the last known address of the other party. The Company may terminate this Agreement at any time upon the occurrence of any of the following events:

1. Your death or your total and permanent disability as defined under the Company's rules and practices then in effect.
2. The Company's written notice to you of its withdrawal from the territory in which you are licensed.
3. Upon written notice from the Company that your performance has been substandard under the Company's requirements applicable to you regarding production, persistency, or other matters, as they may be amended from time to time.
4. The Company's written notice to you that you have violated any of the provisions of this Agreement or that you have otherwise acted to prejudice materially the interest of the Company or its affiliates.

Upon termination, you shall in no manner thereafter act for the company and shall promptly account for and remit to the Company any monies then held for it. On demand, you shall turn over to the Company all undelivered policies, software, rate books, other records, materials, and properties pertaining to your agency business. Your right to any commissions or any other thing of value shall cease if you shall do any act which injures

the business or reputation of the Company or if you fail to account for and remit promptly any monies collected by you for the Company or shall withhold any policies, money, or other property belonging or returnable to the Company.

**Enforcement** - You agree that, in addition to all rights and remedies available to the Company to enforce the provisions of this Agreement, whether before or after its termination, whether by judicial action or otherwise, the Company may compel your compliance with this Agreement by injunction issued by any court of competent jurisdiction.

**Award Recognition and Incentive Programs** - The Company may, at its sole discretion, provide special award and incentive programs for its agents holding this Agreement. However, the Company is under no obligation to continue any such awards or programs and may discontinue them without notice.

**Waiver** - No act of forbearance on the part of the Company to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of either party to exercise any right or privilege granted in the Agreement be considered as a waiver of that right or privilege.

**Modification or Amendment** - Any modification or amendment of this Agreement must be in writing and must be signed by an officer of the Company; provided, however, that the Company may, by written notice, unilaterally amend any Compensation Schedule or Supplement to this Agreement to affect policies to be issued after the date of the amendment.

**Reserved Rights of the Company** - The Company reserves the following rights: to refuse to accept any individuals or entity recommended for appointment and to terminate, at its sole discretion anyone whom you recommend for appointment; to unilaterally adopt rules and practices from time to time establishing compensation on old or new policies, commissions on conversions, or commissions on reinstated policies; to withdraw the availability of any policy; to withdraw from any territory; to modify or change its premium rates; to refuse to issue a policy to any applicant without stating any reason for refusal; to adopt rules and practices from time to time relating to any matter not otherwise provided in this Agreement.

**Law Applicable** - The execution and performance of this Agreement involves transacting business in the State of Texas by you with the Company. This Agreement shall be governed by and construed according to the laws of the State of Texas. All actions with respect thereto shall be brought in a court of competent jurisdiction in the State of Texas.

**Arbitration** - Any dispute or controversy arising out of or relating to this Agreement, with the exception of any request for injunctive relief sought by the Company, will be resolved exclusively and finally by arbitration under the Commercial Arbitration Rules of the American Arbitration



Association ("AAA"). The arbitration may be filed at any AAA location in the United States upon the payment of \$100 of any applicable filing fee. If the parties cannot agree on a binding Arbitration Agreement, then the arbitration will be conducted before a single arbitrator; however, if the amount in controversy is greater than \$50,000, the arbitration shall be conducted before three arbitrators. In any event, the arbitrator shall not award punitive damages or attorney's fees, those damages hereby being waived, and arbitration will be limited solely to the dispute or controversy between you and the Company. The arbitration may be held in person, by telephone, or online as agreed by the parties. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The parties will share the cost of arbitration, (including the arbitrator's fees, if any), in the proportion that the final award bears to the amount of the initial claim.

**Sole Agreement** - This Agreement, with the related Compensation Schedule, constitutes the sole agreement and supersedes all prior agreements between you and the Company, but this Agreement shall not impair your right to commissions or fees, if any, earned under a prior agreement or agreements with the Company.

# AMERICAN NATIONAL INSURANCE COMPANY

## GENERAL AGENT COMPENSATION SCHEDULE

This compensation schedule shall cancel and supersede all previously effective Compensation Schedules and Paid Production requirements, but it shall not impair your rights to commissions or fees, if any, earned under the provisions of any prior schedules. Commissions and fees are expressed as a percentage of premiums paid unless otherwise noted.

Schedule consists of 4 pages total.

### Life Products

	Ages	1st Year Target Premium	Additional Deposits/Renewals				
			Yr. 2 - 3	Yr. 4 - 5	Yr. 6 - 7	Yr. 8 - 10	Yr. 11+ <sup>1</sup>
Pension UL & Pension Par	18-80	80	2	2	2	2	1
excess	18-80	2	2	2	2	2	1
20% reduction in commission for guaranteed issue. No excess on Pension Par.							
Passport Select UL & Passport Select UL II <sup>2</sup>	18-85	80	2	2	2	2	-
excess	18-85	2	2	2	2	2	-
Transitions UL	50-70	10	10	10	10	-	-
	71-80	9	9	9	9	-	-
	81-85	7	7	7	7	-	-
Payroll Deduction UL	0-60	65	2	2	2	2	1
excess	0-60	2	2	2	2	2	1
	61-65	60	2	2	2	2	1
excess	61-65	2	2	2	2	2	1
	66-70	55	2	2	2	2	1
excess	66-70	2	2	2	2	2	1
Passport Survivor UL <sup>2</sup>	25-85	80	2	2	2	2	-
excess	25-85	2	2	2	2	2	-
Passport Series UL <sup>2</sup>	0-80	80	2	2	2	2	-
excess	0-80	2	2	2	2	2	-
Passport Accumulator UL <sup>2</sup>	0-80	80	2	2	2	2	-
excess	0-80	-	-	-	-	-	-
Century Par Whole Life	0-80	80	2	2	2	2	-
Par Paid Up Additions Rider	0-80	4.5	-	-	-	-	-
<b>Term <sup>3</sup></b>							
20 Year Level Term to Age 95-20LT97 (Platinum & Gold)							
& 20 Year Level Term Rider		80	1	1	1	1	-
Spouse Level Term		55	1	1	1	1	-

\* See reverse side for Life Products Footnotes.

**AMERICAN NATIONAL INSURANCE COMPANY  
GENERAL AGENT COMPENSATION SCHEDULE**

Annuity Products									
Palladium MYG Annuity <sup>1</sup>	Ages	Guarantee Period							
		3 Yr.	4 Yr.	5 Yr.	6 Yr.	7 Yr.	8 Yr.	9 Yr.	10 Yr.
		0-79	2.5	3	4	2.5	2.5	2.5	3
	80-85	1.5	2	2	0.5	0.5	0.5	1	2
Palladium Immediate Annuity	Ages	Payout periods	All other		All other				
		5-9	payouts	payouts					
		0-90	0-84	85-90					
		1.5	3	1.5					
Group Unallocated Variable Annuity Non -Registered	Ages	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr. +		
	-	6	6	6	6	6	6	-	
Group Unallocated Annuity - Fixed	-	4	4	4	4	4	4	-	
Transitions Estate Annuity <sup>3,4</sup>	0-74	4	-	-	-	-	-	-	
All new 6 yr. renewals receive 2%.	75+	2.75	-	-	-	-	-	-	
Citadel Annuity <sup>5 1</sup>	0-80	5	-	-	-	-	-	-	
	81-85	4	-	-	-	-	-	-	
Citadel Annuity <sup>7 1</sup>	0-80	4	4	4	-	-	-	-	
	81-85	3	3	3	-	-	-	-	
FPDA/FPDA 1-3-5-7									
Palladium <sup>2</sup>	0-74	6	5	4	3	2	2	-	
	75+	3.5	2.5	1.5	0.5	-	-	-	
Palladium Plus 1 <sup>2</sup>	0-74	8	7	6	5	4	-	-	
	75+	5.5	4.5	3.5	2.5	1.5	-	-	
Palladium Plus 3 <sup>2</sup>	0-74	7	6	5	4	4	-	-	
	75+	4.5	3.5	2.5	1.5	1.5	-	-	
Palladium Ultra 5 <sup>2</sup>	0-74	6	5	4	4	4	-	-	
	75+	3.5	2.5	1.5	1.5	1.5	-	-	
Palladium Ultra 7 <sup>2</sup> - not offered to ages 71+	0-70	5	4	4	4	4	-	-	
The Conductor Annuity <sup>1</sup>	0-85	6	-	-	-	-	-	-	

**\* See reverse side for Annuity Products Footnotes.**

# AMERICAN NATIONAL INSURANCE COMPANY

## GENERAL AGENT COMPENSATION SCHEDULE

### \* Annuity Products Footnotes

1. There are commission chargebacks on the Palladium MYG, the Conductor Annuity and the Citadel 5 & 7-if during the first policy year a policy terminates due to a death claim or policy surrender (Palladium MYG and Conductor Annuity-all ages; Citadel 5 & 7-death claim, ages 80 and above, policy surrenders, all ages). The chargeback is 100% of commission paid in the first month grading down monthly to 1/12 of commission paid in the last month of the first policy year for the Conductor, and 100% all months for the first year for the MYG and Citadel 5 & 7. This chargeback processing applies to partial cash surrenders but only to the portion of a partial surrender that is subject to surrender charge.
2. There is a commission chargeback on FPDA/FPDA 1-3-5-7 if during the first two policy years a policy terminates due to a policy surrender. The chargeback is 100% of commissions paid when there is a first year policy termination and 50% of commissions paid if there is a second year policy termination. This chargeback processing applies also to partial cash surrenders but only to the portion of a first or second year partial cash surrender which incurs a surrender charge. The chargeback applies to all earned first and second year commissions including overwrites and trailers.
3. There is no commission chargeback on the Transitions Estate Annuity unless the policy is returned during the free-look period or the annuity premium is returned as a result of misrepresentation on the part of the agent.
4. There will be no commission payable on the Term Rider at any time, commission is paid on the total annuity premium.

# 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? \_\_\_\_\_

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\*\*\*\*\* 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.

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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