



# Licensing and Commissions Transmittal Form

**American General Life Insurance Company**  
**The United States Life Insurance Company in the City of New York**  
*A member of American International Group, Inc. (AIG)*

**Complete this section when Agent is also submitting New Business**

Insured Name: \_\_\_\_\_ Policy Number (if known): \_\_\_\_\_

Application Signed State: \_\_\_\_\_ Application Signed Date: \_\_\_\_\_

Date: \_\_\_\_\_ Submitted By: \_\_\_\_\_ Code #: \_\_\_\_\_

Corporation Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Number (if available): \_\_\_\_\_

## CONTACT INFORMATION

### FOR MISSING DOCUMENTS OR PAGES

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### FOR L&C FOLLOWUP

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## DOCUMENTS ATTACHED

### New Agent Contracting

#### **(Required Forms)**

- Appointment Application
  - Voided Check
  - W9
  - Agency Agreement
- OR
- Life Sales Solicitor's Agreement

### **(Optional Forms)**

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

### **Contract Maintenance**

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

### **Other**

- Outstanding Requirement
- State Correspondence
- Termination Request
- Other \_\_\_\_\_

### **SPECIAL INSTRUCTIONS:**

## SUBMISSION INSTRUCTIONS

### **FAX OR E MAIL**

**Toll Free Fax:** 877-484-3142  
**Email:** getappointed2@aig.com

### **IMPORTANT APPLICATION INSTRUCTIONS**

Recruiter/Manager should email or fax a complete application. An incomplete application will delay processing. All information requested must be supplied Pages 1-4 are to be completed by applicant only.



# Appointment Application Applicant Page

**American General Life Insurance Company**  
**The United States Life Insurance Company in the City of New York**  
P.O. Box 9978, Amarillo, TX 79105-5978 • Fax 1-877-484-3142

## Individual

SSN: \_\_\_\_\_  
Applicant Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Sex:  Male  Female  
Resident Address: \_\_\_\_\_  
\_\_\_\_\_  
If at above address for less than 1 year, indicate previous address:  
\_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Business Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Check the below box if you are the principal/officer of the Corporation:**

I am an officer of the Corporation.

## Corporation

TIN: \_\_\_\_\_  
Corporate Name: \_\_\_\_\_  
Corporation Type:  Corporation  Partnership  LLC  
Corporate Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Indicate below Additional Signers who are authorized to sign on behalf of the principal/officer of the corporation:**

Additional authorized signers for the corporation:  
\_\_\_\_\_

## Background Information Required on All Applicants

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

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

Agent Name: \_\_\_\_\_

SSN / FEIN: \_\_\_\_\_

**Licensing and State Appointment Request**

AGL Only: Please submit appropriate fees for nonresident appointments. Corporate License must be submitted. USL does not appoint outside the state of NY.

In which states do you want to be appointed? \_\_\_\_\_

FLORIDA residents must specify the Florida county where their business office is located: \_\_\_\_\_

NON-RESIDENT FLORIDA agents soliciting in Florida must list the county(s) in Florida in which they intend to personally solicit: \_\_\_\_\_

**Variable Licensing Section**

**Please complete the following ONLY when requesting variable appointment:**

Who is your Broker/Dealer: \_\_\_\_\_

CRD Number: \_\_\_\_\_

Circle all current FINRA 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 VUL products. In order for registered representatives to sell AGL's VUL products utilizing the services of a wholesaling firm, a wholesaling agreement must be in place and your broker-dealer must be informed that you will be working with the wholesaling firm's independent wholesaler (IW). If you wish to obtain support through an IW, please indicate your election below.

IW Election: I will be utilizing a third party IW for variable support.

Name of IW: \_\_\_\_\_  
*(Please confirm information from the BGA / IW office processing your life insurance business.)*

IW Code: \_\_\_\_\_

NOTE: You will be assigned a separate agent number for variable business.

**Direct Deposit (EFT) Authorization Section - REQUIRED**

**Electronic Funds Transfer (EFT):** Please complete the following section for Electronic Funds Transfer information. Does not apply to registered representatives (variable business), traditional fixed life agents on Life Sales Agreements or those with Collateral Assignments.)

Financial Institution \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Identification Number <i>*Cannot begin with the number 5</i> 	Account Number _____	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings <i>Please attach a copy of a VOIDED CHECK or Savings Account Deposit Slip</i>
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**AUTHORIZATION STATEMENT**

I authorize American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("US Life") 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 Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("US Life") 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 \_\_\_\_\_

For USL/NY fixed life business, GA signature authorizes Producer to receive compensation directly.

GA Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Agent Name: \_\_\_\_\_

SSN / FEIN: \_\_\_\_\_

### Signature and Authorization

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 American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL") (hereinafter collectively referred to as the "American General Affiliates") that I have requested appointments with 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 the Background Information Section change, I will notify American General Affiliates in writing within 10 days of the incident. 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 understand that my signed authorization is valid for an indefinite period of time.

I further authorize American General Affiliates to verify my previous employment and securities registration history, insurance licensing status, or regulatory review information (RIRS) through the CRD, FINRA/PDB and state insurance department systems. I hereby authorize American General Affiliates to share background, licensing and applicant data with their affiliates. I acknowledge that I will immediately review the "Compliance Manual" for American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL") 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.

By signing the authorization, I certify that my E&O policy extends coverage to the person or entity requesting contracting and/or appointment. I agree to provide a copy of the E&O policy, if requested. Further, I understand that I am responsible for maintaining at least \$1 million per act of Errors and Omissions coverage without interruption while my contract and appointment(s) is active with American General Affiliates. I further understand and acknowledge that this is a minimum level only, and if my E&O coverage needs are in excess of \$1 million, I agree to ensure that my E&O coverage needs are addressed appropriately.

The Department of Treasury's final rule for Anti-Money Laundering Programs for Insurance Companies requires that the company integrate their producers and/or brokers into an anti-money laundering program and to provide training. As a producer or broker appointed with one or more of American General Life Insurance Company ("American General") and The United States Life Insurance Company in the City of New York ("USL"), I am required to complete an approved AML training course available online through LIMRA.

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

Signature: \_\_\_\_\_

*Signature of Individual*

Print Name: \_\_\_\_\_

*Print Name of Individual –or– Principal of Corporation*

Agent Name: \_\_\_\_\_

SSN / FEIN: \_\_\_\_\_

## Fair Credit Reporting Act

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointment process, each company with which you have requested an appointment may request an investigative consumer report that may include information related to your character, general reputation, personal characteristics and mode of living, from First Advantage or another consumer reporting agency. First Advantage Background Services Corp. Consumer Center is located at P.O. Box 105292, Atlanta, GA 30348 or by calling 1-800-845-6004. 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.

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 below-described address directing that this information not be disclosed or shared with affiliates.

Send your request to:  
Licensing and Contracting Department  
P.O. Box 9978  
Amarillo, TX 79105-5978

### Additional State Law Notices

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

**Minnesota:** You have the right in most circumstances to submit a written request to the Consumer reporting agency for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within five business days after its receipt of your request or the report was requested by the Company, whichever date is later.

**New York:** If you contact the consumer reporting agency listed above, you have the right to know if the Company ordered a consumer report about you. You also have the right to contact the consumer reporting agency to inspect or receive a copy of any such report.

Agent Name: \_\_\_\_\_

SSN / FEIN: \_\_\_\_\_

**Recruiter Section – UPLINE ONLY**

**CHOOSE ONLY ONE BOX.**

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

- Use primary mailing address, phone contact, e-mail and faxes as given on page 1. (Corporate address if completed)
- Use Recruiter Business Address. Recruiter Agent Code: \_\_\_\_\_

**Optional for commission mailing:**

**Commission Information Only:**

Agency Name: \_\_\_\_\_ Agency Code: (TIN if pending) \_\_\_\_\_

OR

Business Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**LIFE BROKERAGE CHANNEL (Required for Life Brokerage Set-Ups)**

**Life Brokerage: AGL Contract Level**

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

**Life Brokerage: Commission Level**

AGL	USL
Recruiter/Upline Number: _____	USL Contract Level: <input type="checkbox"/> Solicitor <input type="checkbox"/> Agent/Producer
Life First Year Level _____	<input type="checkbox"/> GA 2 <input type="checkbox"/> GA 1 <input type="checkbox"/> GA
Life Renewal Level _____	Recruiter/Upline Number: _____
Specialty Products _____	GA = Set Compensation
AGL Annuity _____	GA1 = EAP _____% Override _____%
A & H First Year Level _____	GA2 = EAP _____%
A & H Renewal Level _____	Prod = Set Compensation

Will any New Business be submitted within the next 30 days? Y / N (circle one)  
 Policy Number: \_\_\_\_\_ Proposed Insured Name: \_\_\_\_\_

**Life Brokerage: Override / Productivity Bonus**

Prior Home Office Approval Required (must submit Organization Profile AGLC100809)  
 Override: \_\_\_\_\_ Productivity Bonus: \_\_\_\_\_

**PARTNERS GROUP CHANNEL (Required for Partners Group / Special Rep Set-Ups)**

Level	Index Annuity Commission Level	Agent Name	Agent ID

Agency Name and Number \_\_\_\_\_

**Signature of Recruiter**

The undersigned [recommending representative or BGA] by executing recommends the applicant to American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York ("US Life") as a suitable person to represent the companies. The recommending individual or BGA also agrees to supervise and assume responsibility for the applicant, if appointed by American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York ("US Life"), in accordance with the terms of his/her Contract.

Signature \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*Signature of Recruiting Agency*

Print Name: \_\_\_\_\_ Agency Code # \_\_\_\_\_ (TIN if pending)  
*Print name of Recruiting Agency*



**Life Insurance  
Solicitor Sales Agreement**

**American General Life Insurance Company  
The United States Life Insurance Company in the City of New York**  
*A member of American International Group, Inc. (AIG)*

You are requested to make application to the Department of Insurance in the State(s) indicated below, and additional States as may be requested in the future, for appointment or issuance of a life insurance agent or representative's license authorizing me to solicit applications on behalf of the American General Life Insurance Company ("American General") and/or The United States Life Insurance Company in the City of New York, ("US Life", "American General" and "US Life" each referenced individually as the "Insurer"). I \_\_\_\_\_ (Agent) of \_\_\_\_\_ (Agency) hereby agree that your consent to the issuance of such license or appointment is subject to, and I hereby agree to be bound by, each of the following conditions:

- (1) That the Insurer has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Insurer, it being expressly understood that I am under direct contract with the Agency who has personally agreed to compensate me for such services; and
- (2) That I have no other contractual relationship with the Insurer and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the Insurer; and
- (3) That I shall comply with the rules, regulations, compliance manuals and rate books of the Insurer, the laws of the State(s) in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and
- (4) That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Insurer, in any respect; and
- (5) That I shall promptly remit to the Agency or the Insurer any and all monies or securities received by me on behalf of the Insurer as full or partial payment of first year premiums, or any other item whatsoever; and
- (6) That I shall not obligate the Insurer nor incur expense in it behalf in any manner whatsoever; and
- (7) That the Insurer may, without liability to me whatsoever, upon request of the Agency or upon its own initiative, terminate my appointment or license at any time.

**IN WITNESS WHEREOF**, I have affixed my signature this date \_\_\_\_\_ 20 \_\_\_\_\_

I request a Life Insurance License for the State(s) of \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Applicant

Birthdate \_\_\_\_\_

Social Security # \_\_\_\_\_

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my Agency Agreement with the Insurer and this Agreement.

\_\_\_\_\_  
Recruiting Agency Name (Print)

\_\_\_\_\_  
Signature of Recruiting Agency

The Agency Code # is \_\_\_\_\_

Date \_\_\_\_\_

This contract has been assigned # \_\_\_\_\_ by American General Life Insurance Company and/or The United States Life Insurance Company in the City of New York.

**American General Life Insurance Company**

**The United States Life Insurance Company in  
the City of New York**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>		
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>	
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>OR</b>										
<b>Employer identification number</b>										

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# AMERICAN INTERNATIONAL GROUP, INC.

## THIRD PARTY CODE OF CONDUCT

### Introduction

American International Group, Inc., along with its subsidiaries and affiliates (collectively “AIG”), is committed to conducting its business in accordance with the highest ethical standards and in full compliance with all applicable laws and regulations in the United States and in other jurisdictions in which AIG operates or does business. As part of that commitment, AIG expects all companies and individuals with whom it does business to do the same. AIG counts on each of its business partners including, but not limited to, suppliers, vendors, distributors, subcontractors, agents, consultants and third parties acting on AIG’s behalf (collectively “Third Parties”), to adhere to the same core values and principles as AIG. This Third Party Code of Conduct summarizes AIG’s expectations for all Third Parties engaged by AIG.

### Scope

This Third Party Code of Conduct applies to all Third Parties engaged by AIG anywhere in the world. A copy of this Third Party Code of Conduct shall be provided to all Third Parties engaged by AIG at the time of the engagement or within a reasonable time thereafter.

### Standards and Expectations

**A. Legal and Regulatory Compliance:** AIG expects Third Parties to conduct business in full compliance with all applicable laws and regulations. In addition to the obligations that Third Parties assume in contractual agreements with AIG, AIG expects all Third Parties to meet the obligations described below. To the extent more specific terms and conditions are contained in a contractual agreement, the more specific terms and conditions govern. AIG reserves the right to seek information and documentation from Third Parties to assess compliance with this Third Party Code of Conduct.

#### **1. Economic Sanctions, Anti-boycott, Export Controls:**

- Comply with all applicable U.S. and international economic sanctions laws and regulations.
- Never conduct business on AIG’s behalf with individuals, entities, organizations or countries that are the targets of U.S. economic sanctions laws and regulations or other applicable economic sanctions laws and regulations.
- Never participate in any boycott or restrictive trade practice, unless sanctioned by the U.S. Government.
- Comply with all applicable U.S. and international export control, re-export and import restrictions.

#### **2. Antitrust and Competition Law:**

- Comply with all applicable U.S. and international antitrust and competition laws and regulations.
- Compete lawfully in all markets in which the Third Party operates.
- Obtain sensitive data about AIG competitors only from lawful and appropriate sources.

- Never discuss with any competitor prices, bids, customer sales, bid rigging, market allocation, or other competitively sensitive information.

### **3. Anti-Money Laundering:**

- Comply with all applicable U.S. and international laws and regulations pertaining to the detection, prevention, and reporting of potential money laundering and terrorist financing activities.

### **4. Anti-Corruption:**

- Comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act, and all other applicable laws that prohibit corruption, extortion, kickbacks, or bribery, including the U.K. Bribery Act 2010.
- Never pay bribes or provide other improper benefits to any person to obtain or retain business or secure a business advantage.
- Never promise, offer, or authorize the payment of money or anything else of value to a government official, including employees of government-owned or government-controlled entities in order to obtain or retain business or secure a business advantage.
- Maintain books and records that accurately reflect the true nature of transactions.

### **5. Data Privacy and Security:**

- Comply with all applicable U.S. and international privacy and data protection laws and regulations, including laws and regulations regarding the cross-border transfer of personal information.
- Maintain appropriate procedures, safeguards and controls to secure and protect the confidentiality and integrity of all personal information received from, or processed on behalf of, AIG.

### **6. Insider Trading:**

- Never transact in AIG securities or another company's securities (including companies unaffiliated with AIG) while in possession of material, non-public information relating to AIG or such other company obtained in the course of performing services for AIG.
- Never pass on ("tip") confidential or material non-public information to others or recommend to anyone the purchase or sale of the relevant securities if you are in receipt of material non-public information.

**B. Confidential Information:** AIG expects its Third Parties to keep all proprietary and sensitive information received from, or disclosed by, AIG as "Confidential" and to take precautions to safeguard such information. No disclosure of such Confidential Information is permitted except as required by law or with the express written consent of AIG, or in accordance with written agreements between Third Parties and AIG. Where more specific confidentiality terms are included in a Third Party agreement, the terms of the agreement govern.

**C. Conflicts of Interest:** AIG expects Third Parties to avoid actual or potential conflicts between their personal interests and the interests of AIG. Third Parties shall not knowingly deal directly with an AIG employee whose family member or relative, including spouse or domestic partner, has a financial interest in the Third Party.

**D. Intellectual Property:** AIG expects its Third Parties to protect the intellectual property of AIG and its business partners and suppliers (including other Third Parties), and to consult with AIG or the applicable IP owner in advance of using or disclosing AIG's or another party's intellectual property to other third parties without the express written consent of AIG or the applicable owner. AIG or the applicable owner shall remain the owner of such intellectual property and no rights or interests are transferred to Third Parties

**E. Records Retention and Management:** AIG expects Third Parties that create records that contain information relating to AIG operations and administration and/or are subject to legal and regulatory retention requirements ("AIG Records") to retain such AIG Records in accordance with all applicable legal and regulatory retention requirements. When more specific records retention and management provisions are included in a Third Party Agreement, the terms of the agreement govern.

## Failure to Comply

AIG will only do business with Third Parties that comply with all applicable U.S. and international laws. AIG may endeavor to terminate, without any liability to AIG, any pending purchase order or contract with any Third Party that does not comply with the standards set forth in this Third Party Code of Conduct.

## Reporting Violations

AIG expects Third Parties to report any violations of this Third Party Code of Conduct to the AIG Global Compliance Group at: [corporatelegalcompliance@aig.com](mailto:corporatelegalcompliance@aig.com). Third Parties can also report anonymously, if permitted by local law, through the AIG Compliance Help Line at 1-877-AIG-2210 or at [www.aigcompliancehelpline.com](http://www.aigcompliancehelpline.com).

## Revisions and Approvals

Date	Version
January 2012	1.0



## **HIPAA Business Associate Addendum**

This Addendum ("Addendum") is attached to and becomes a part of the insurance agent, agency, producer or other insurance distributor agreement (the "Agent Agreement") between the licensed insurance agent or agency (hereinafter referred to as "Business Associate") and the insurance company (hereinafter referred to as "Insurer"). Business Associate and Insurer are parties to the Agent Agreement. This Addendum is effective as of the attached Agent Agreement's effective date.

WHEREAS, the parties have entered into the Agent Agreement under which the Business Associate provides insurance agent, producer or distributor services for HIPAA covered insurance products on behalf of Insurer;

WHEREAS, in connection with these services, Insurer may disclose to the Business Associate or the Business Associate may have, create, maintain, transmit, or receive access to individually identifiable health information or Protected Health Information that is subject to protection under HIPAA; and

WHEREAS, the purpose of this Addendum is to satisfy and comply with the requirements of HIPAA and its regulations, as may be amended from time to time.

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

### **1. Definitions.**

"CFR" means the Code of Federal Regulations as currently in effect or as amended from time to time.

"Designated Record Set" shall have the meaning given to the term in the Privacy Rule, including but not limited to 45 CFR Sec. 164.501.

"Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term in 45 CFR Sec. 160.103 and is E PHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or any Business Associate.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 as amended and related regulations promulgated thereunder.

"HITECH" means the Health Information Technology for Economic and Clinical Health Act of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 and related regulations.

"Privacy Rule" means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164 subparts A, D and E.

"Protected Health Information" or "PHI" shall have the meaning as defined in 45 CFR Sec. 160.103 and is PHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or by Business Associate. All references to PHI also include references to E PHI.

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR Sec. 164.103.

"Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

"Security Incident" shall have the same meaning given such term in 45 CFR Sec. 164.304.

"Security Rule" shall mean the security standards at 45 CFR Parts 160 and 162 and Part 164, subparts A and C.

"Subcontractor" shall have the same meaning as "subcontractor" in 45 CFR Sec. 160.103.

Terms used but not otherwise defined in this Addendum shall have the same meaning as set forth in the Privacy Rule, the Security Rule, and HITECH which definitions are incorporated into this Addendum by reference.

2. **HITECH Compliance.** Business Associate agrees that the HITECH enactment amended certain provisions of HIPAA in ways that now directly regulate Business Associate under the Privacy and Security Rules. Any requirements applicable to Business Associate under the HITECH are incorporated into this Addendum. Business Associate agrees to comply with each of the requirements imposed under the HITECH, as of the applicable effective dates of each such requirement, including compliance with any guidance and regulations issued pursuant to the HITECH.

3. **Business Associate Obligations and Activities.**

Business Associate, and its officers, directors, employees, contractors and agents, shall:

- a. Maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the Agent Agreement and any addendum thereto and to fulfill the purpose of this Addendum, as Required by Law, and consistent with Insurer's notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate HIPAA, if done by Insurer.
- b. Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality and security of PHI and to prevent the unauthorized use or disclosure of PHI as Required by Law, and to comply with the security standards of HIPAA.
- c. Report to Insurer's Privacy Officer in writing immediately (if practicable, but no later than two (2) business days of Business Associate's discovery) any Security Incident or breach, or any use or disclosure of PHI that is not permitted by this Addendum of which Business Associate becomes aware. Business Associate's report shall identify: (i) the nature of the unauthorized use, disclosure or Security Incident, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or Security Incident, (v) what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use, disclosure, or Security Incident and (vi) any other information as reasonably requested by Insurer's Privacy Officer. Business Associate shall cooperate with Insurer to conduct any risk assessment necessary to determine whether breach notification is required. A Security Incident or breach shall be treated as discovered by Business Associate as of the first day on which such incident is known, or should reasonably have been known, to Business Associate. For purposes of this Section the knowledge of any person, other than the individual committing the breach, that is an employee, officer or other agent of Business Associate shall be imputed to Business Associate.
- d. Comply with any additional provisions of HITECH that relate to privacy and security and that are made applicable with respect to covered entities such as HITECH Sec. 13401.
- e. Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Addendum, and to implement administrative, physical and technical safeguards as required by 45 CFR Sec. 164.308, 164.310, 164.316 and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, in the same manner that such sections apply to Insurer.
- f. Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH Sec. 13401-13402.
- g. Enter into an agreement with each of its Subcontractors pursuant to 45 CFR Sec. 164.308(b)(1), 164.502(e)(1), and HITECH 13401 that is appropriate and sufficient to require each such Subcontractor that had access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this Addendum, including implementation of administrative, physical and technical safeguards and controls and policies, procedures, training and sanctions in compliance with HIPAA.
- h. Along with its agents and Subcontractors, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with HITECH Sec. 13405.
- i. Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary or Insurer within thirty (30) days of receipt of a request from Insurer or the Secretary, for purposes of determining Business Associate's and Insurer's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges.

- j. Within ten (10) days of receiving a written request from Insurer, provide to Insurer such information as is requested by Insurer, if any, to permit the Insurer to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 CFR Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Business Associate directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Business Associate will forward such request immediately to Insurer and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Business Associate shall make reasonable efforts to cooperate with Insurer in responding to any such requests and enabling Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
- k. Upon termination of this Addendum, return or destroy, if feasible, (with the permission of Insurer) all PHI that it maintains in any form pursuant to this Addendum, and retain no copies of such information. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. A senior officer of Business Associate shall certify in writing to Insurer within thirty (30) days after termination of this Addendum that all PHI has been returned or destroyed and Business Associate retains no PHI. However, if Insurer determines that such return or destruction is not feasible, Business Associate will continue to extend the protections of this Addendum to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of this Addendum.
- l. Notify Insurer immediately upon receipt of notice of an investigation or of a lawsuit filed against Business Associate related to or arising from the use or disclosure of PHI by Business Associate pursuant to this Addendum.
- m. If Business Associate maintains PHI in a Designated Record Set, i) make any amendments to PHI in the Designated Record Set that the Insurer directs or agrees to at the request of an individual within thirty (30) days of receipt of the direction or agreement from Insurer, and ii) provide within thirty (30) days at the request of Insurer access to PHI in a Designated Record Set to Insurer or, as directed by Insurer, to an individual in order to meet applicable HIPAA requirements.

#### 4. **Business Associate Permitted Uses and Disclosures.**

- a. Except as otherwise limited by this Addendum, Business Associate may use or disclosure PHI on behalf of, or to provide services to Insurer as long as such use or disclosure of PHI would not violate the Privacy Rule if done by Insurer or the minimum necessary policies and procedures of the Insurer.
- b. Except as otherwise limited by this Addendum, Business Associate may disclose PHI for the proper management and administration of Business Associate provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### 5. **Insurer's Obligations.**

- a. Insurer shall provide Business Associate a copy of its notice of privacy practices; Business Associate agrees that it will abide by the limitations of any such notice of privacy practices.
- b. Insurer shall notify Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Insurer shall notify Business Associate of any restriction to the use or disclosure of PHI the Insurer has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. **Termination.** In the event Business Associate breaches a material obligation under this Addendum, including the provisions governing the confidentiality and security of PHI, Insurer may require Business Associate to cure the breach within a specified time period of not less than twenty (20) days. If Business Associate does not cure the breach within this time, Insurer may terminate the Agent Agreement and this Addendum upon written notice.

7. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Addendum.

8. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

9. **Injunctive Relief.** Business Associate agrees that the remedies at law for any breach by it of the terms of this Addendum shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or a threatened breach by Business Associate of the terms of this Addendum, Insurer shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Insurer from pursuing any other remedies available to it for such breach, and Insurer's rights under this Addendum related to injunctive relief, if any, shall be cumulative.
10. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless and defend Insurer and its affiliates and its and their officers and directors, employees and agents from and against all claims, demands, liability, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including without limitation, attorney's fees, defense costs, and equitable relief) for any damage or loss incurred by Insurer arising out of, resulting from or attributable to any acts or omission of Business Associate in connection with the performance of Business Associate's duties under this Addendum.
11. **Interpretation.** This Addendum governs the obligations of Business Associate and Insurer with respect to privacy issues only, and the Agent Agreement shall govern as to all other issues. If there is any conflict between the Agent Agreement and this Addendum, this Addendum shall control. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Insurer and Business Associate to comply with HIPAA, the Privacy Rule, the Security Rule and HITECH.
12. **Changes in Laws.** Business Associate understands that (i) Insurer may amend Insurer's policies, rules, and procedures, in order to comply with changes in laws or regulations, or, as Insurer deems appropriate related to changes in laws or regulations, and communicate such changes to Business Associate. To the extent that new state or federal laws change a Business Associate's obligations under this Addendum, this Addendum shall automatically be amended to include such changes. (ii) For purposes of any changes, Insurer's communication to the Business Associate may include, but not be limited to, posting of the information on Insurer's websites or other means of making such information known or available to the Business Associate.
13. **Compliance With Laws.** Business Associate shall comply with all applicable laws, rules and regulations, including the Insurer's published policies, rules and procedures, at all time, and as may be adopted in the future. To the extent that state laws are more stringent than the HIPAA regulations, any use or disclosure of PHI by Business Associate shall be made in accordance with the law. Any provision or ambiguity of this Addendum which conflicts with an applicable state or federal law shall be interpreted so as to permit compliance with HIPAA or the minimum requirements of any such statute or regulation.

*Effective Date: March 23, 2019*

AIG COMPANIES

HIPAA NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**This Notice is provided to you for informational purposes only.**

**You are not required to call or take any action in response to this Notice.**

This Notice tells you about the ways in which AIG Companies<sup>1</sup> (referred to as “we,” “us,” “our”) may use and disclose your protected health information (PHI) and your rights concerning your PHI. PHI is information about you, including demographic information (like your name, address, or gender), whether oral or recorded in any form or medium, that can reasonably be used to identify you. This information may be collected from you or from members of the health care industry (like doctors or employee benefit plans) and relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to maintain the privacy of PHI, and to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your PHI. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

You are receiving this notice because you have insurance under an AIG Companies insurance policy from one of the subsidiaries or affiliates of American International Group, Inc. (collectively, the “AIG Companies” or “we”) listed on this notice.

If the insurance policy you have does not provide payment for the cost of medical care, then this HIPAA Notice does not apply to you. In that case, you will have also received a separate Privacy Notice from us that describes our privacy practices and your rights under state and federal laws related to personal health, financial and other personal information we may have collected about you in the course of conducting business with you.

**HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION**

We may use and disclose your PHI for different purposes. As may be appropriate for the particular insurance or plan, the examples below are provided to illustrate the types of uses and disclosures we may make without your authorization as permitted by law for claims payment, health care operations and treatment.

- **Claims Payment.** We use and disclose your PHI to health care providers (physicians), insurance carriers, the state or others for benefit verification and in order to pay for your covered health expenses. For example, we may share your PHI with a health care provider to assist with processing claims or to another health plan to coordinate and/or seek reimbursement for benefit payments. We will share the least amount of information so that payment can be made. Usually, this involves identifying you, your diagnosis and the treatment provided.
- **Health Care Operations.** We use and disclose your PHI in order to perform our health care activities including, but not limited to, quality assessment activities, underwriting, premium rating, premium collection, reinsurance, legal, compliance, actuarial, auditing, or other administrative activities, including data analysis and management or customer service. We may review your health information if it is time for us to reestablish your eligibility for coverage or to conduct reassessments for case review. HIPAA, however, prohibits any use or disclosure of PHI that is genetic information for underwriting purposes. Genetic information means information about (1) your or your family members’ genetic tests, (2) manifestation of a disease or disorder in your family members, or (3) your or your family members’ requests for, or receipt of, a genetic test, counseling or education, or participation in clinical research which includes such test, counseling or education.

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<sup>1</sup> For purposes of this Notice, the AIG Companies include and the pronouns “we,” “us,” “our” and “plan” refer to American General Life Insurance Company,\* The United States Life Insurance Company in the City of New York, and National Union Fire Insurance Company of Pittsburgh, Pa..

- **Treatment.** While we do not provide treatment, we may use and disclose your PHI to assist your health care providers (doctors, dentists, pharmacies, hospitals and others) in your diagnosis and treatment. For example, we may disclose your PHI to providers to provide information about alternative treatments.
- **Plan Sponsor.** We may disclose your PHI to the plan sponsor for purposes that are described in the document that governs the specific plan. However, prior to any such disclosure, the plan sponsor will be required to certify that it will use your PHI in accordance with regulations governing the privacy of your PHI.
- **Enrolled Dependents and Family Members.** We will mail explanation of benefits forms and other mailings containing PHI to the address we have on record for the person who is enrolled in the health plan.
- **Health Claim Vendors.** We may contract with individuals or vendors who are sometimes called “Business Associates” to perform various functions on our behalf or to provide certain types of services. In order to perform these functions on our behalf or to provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only after they agree in writing with us to implement appropriate safeguards and maintain the privacy of your PHI. For example, we may disclose your PHI to a Business Associate to administer claims or to provide support services, such as underwriting services, actuarial services, legal services, care coordination services, utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a written agreement with us.

### **OTHER USES OR DISCLOSURES PERMITTED WITHOUT YOUR AUTHORIZATION**

- **As Required by Law.** We may disclose PHI about you when required or allowed by law to do so.
- **To Persons Involved With Your Care, Your Child’s Care or Payment For That Care.** We may disclose PHI to a person involved with your care, your minor child’s care or payment for health care, such as a family member or your legal designee, when you are incapacitated, unavailable, facing an emergency medical situation, or when permitted by law. We may also disclose limited PHI to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you. You have the right to stop or limit these disclosures. Unless you inform us otherwise before your death, we may disclose PHI about you to your family members, other relatives or close personal friends to the extent relevant to such person’s involvement, prior to your death, in your care or payment for health care.
- **Public Health Activities.** We may disclose PHI to public health agencies that gather certain information for statistical purposes, for example, the Center for Disease Control, a state department of health, the Federal Food and Drug Administration, for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose PHI to government agencies authorized to receive such reports about abuse, neglect or domestic violence.
- **Health Oversight Activities.** We may disclose PHI to government oversight agencies for activities authorized by law, such as audits or inspections.
- **Judicial and Administrative Proceedings.** We may disclose PHI in response to a court or administrative order. We may also disclose PHI about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant, court order or similar process; to identify or locate a suspect, fugitive, material witness or missing person; or to provide information about the victim of a crime. We may also disclose PHI to a correctional institution if you are to become an inmate of a correctional institution.
- **Fraud/Misrepresentation.** We may disclose your PHI to non-affiliated organizations or persons such as other insurance institutions, agents, insurance support organizations, or law enforcement and governmental authorities as necessary to prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with your coverage or application for coverage.
- **Coroners, Funeral Directors, Organ Donation.** We may release PHI about death to coroners, funeral directors, medical examiners or the register of deeds as necessary to allow them to carry out their duties. We may also disclose PHI for procurement, banking or transplantation of organs, eyes or tissue. In the case of organ donation, information must be shared to get a match.

- **Research.** Under certain circumstances, we may disclose PHI about you for research purposes that we have approved, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose PHI about you, with some limitations, to the necessary authorities, when necessary to lessen or avoid a serious threat to your health or safety, or the health or safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security, intelligence activities and disaster relief purposes.
- **Workers' Compensation.** We may disclose PHI to the extent necessary to comply with state law for workers' compensation programs.
- **Military and Veterans.** If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release PHI about foreign military personnel to appropriate foreign military authority.
- **Government Audits.** We are required to disclose your PHI to the Secretary of the United States Department of Health and Human Services (HHS) when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.
- **Schools.** We may disclose proof of immunization to a school where the school is legally required to obtain proof of an individual's immunizations before admitting the individual as a student, but only with the parent's consent (or, if the student is old enough, the student's consent).

#### **USES OR DISCLOSURES REQUIRING AN AUTHORIZATION**

- **Psychotherapy Notes.** We must obtain your authorization for any use or disclosure of psychotherapy notes, except in cases of (1) use by the originator of the psychotherapy notes for treatment, (2) use or disclosure by us to defend ourselves in a legal action or other proceeding brought by you, (3) use or disclosure when required for government audits (see *Government Audits*) or when required by law (see *As Required by Law*), (4) use or disclosure for health oversight activities regarding the originator of the psychotherapy notes (see *Health Oversight Activities*), (5) disclosure to coroners or medical examiners (see *Coroners, Funeral Directors, Organ Donation*), or (6) use or disclosure to avert a serious threat to health or safety (see *To Avert a Serious Threat to Health or Safety*).
- **Marketing.** We must obtain your authorization for any use or disclosure of your PHI to make a communication promoting a product or service, except for communications in the form of (1) any face-to-face communication we have with you or (2) a promotional gift of nominal value that we provide. If marketing involves our receipt of any payment from or on behalf of a third party whose product or service is being described, the authorization will state that such payment is involved.
- **Sale of PHI.** We must obtain your authorization before any sale of PHI, and such an authorization will state that the disclosure will result in our receipt of remuneration. It is not considered a sale of PHI, however, if the disclosure is required by law or is for purposes of (1) a sale, transfer, merger or consolidation of all or part of us with or into another HIPAA-covered entity, (2) our subcontractors (or others on their behalf) performing legitimate services and receiving payment from us only for the performance of such services, or (3) for any other purpose permitted by the HIPAA privacy rule where the only remuneration we (or our business associates) receive is a reasonable cost-based fee for preparing and transmitting the PHI or such other fee expressly permitted by law.

All other uses or disclosures of your PHI not described in this Notice will be made only with your written authorization. You may revoke an authorization at any time in writing, but such revocation will not apply to the extent that we have already taken action in reliance on your authorization. To the extent the authorization was obtained as a condition of obtaining insurance coverage, other law may provide the insurer with the right to contest a claim under the policy or the policy itself.

#### **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION**

You have certain rights regarding your PHI that we maintain about you.

- **Right To Access Your PHI.** You have the right to review or obtain copies of your PHI, with some limited exceptions. Your request to review and/or obtain a copy of your PHI records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance. We may also deny such request. If you are denied access, you may ask that our denial be reviewed. You have a right to receive electronic copies of your PHI, but only to the extent it is electronically maintained.
- **Right to Amend Your PHI.** You have a right to amend your PHI with a written request specifying the reason you are seeking the amendment. We have the right to deny your request to amend your PHI records if (1) we did not create the record, unless you provide a reasonable basis for us to believe that the originator of the PHI is not available to act on the requested amendment, (2) you ask us to amend information that is not part of your record, (3) you ask us to amend information that is not available for inspection under HIPAA, or (4) you ask to amend a record that we determine to be accurate and complete. If we deny your request to amend, we will notify you in writing and include the reason for the denial. You then have the right to submit to us a written statement of disagreement with our decision which will be added to your records, and we have the right to rebut that statement. If we agree to amend the records as requested, we will inform you the amendment has been accepted. We will also make reasonable efforts to inform others, including specific parties named by you of the changes.
- **Right to an Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your PHI made by us during the six years prior to your request. The accounting will not include disclosures of information: (1) made more than 6 years prior to your request; (2) for treatment, payment and health care operations; (3) to you or pursuant to your authorization; (4) to correctional institutions or law enforcement officials; and (5) other disclosures that federal law does not require us to provide an accounting. The first accounting that you request within a 12-month period will be free. For additional accountings within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance. Your request must be made in writing and must state the period of time for which you are requesting an accounting.
- **Right To Request Restrictions on the Use and Disclosure of Your PHI.** You have the right to request that we restrict or limit how we use or disclose your PHI for treatment, payment or health care operations. We may not agree to your request, except where the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and the PHI pertains solely to a health care item or service that you (or others, other than the insurer, on your behalf) paid for in full out-of-pocket. If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must clearly state (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us in the usual manner could endanger you. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy. You may obtain a copy of this Notice by contacting our HIPAA Privacy Officer. See the end of this Notice for the contact information.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our HIPAA Privacy Officer. See the end of this Notice for the contact information.
- **Breach Notification Requirements.** AIG Companies will comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and its implementing regulations, including the final HIPAA Rules, to provide notification to affected individuals, HHS, and the media (when required) if we or one of our business associates discovers a breach of unsecured PHI. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.



## CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for PHI that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice and post a copy on our website. You may also use the contact information below to obtain a copy of this Notice.

## COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint, in writing, to the HIPAA Privacy Officer listed at the end of this Notice. Please include your policy number in any complaint. Alternatively, you may file a complaint with the Secretary of the HHS. *We will not retaliate against you or penalize you for filing a complaint.*

## CONTACTING THE HIPAA PRIVACY OFFICER

If you have any complaints or questions about this Notice or you want to submit a written request as required in any of the previous sections of this Notice, please contact:

Address: HIPAA Privacy Officer  
2919 Allen Parkway L3-20  
Houston, TX 77019

Email: [hipaaquestions@aig.com](mailto:hipaaquestions@aig.com)

Telephone:

<b>American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)</b>	1800-888-2452
<b>AIG's Group Benefits</b>	1-800-346-7692 please follow prompt for claims
<b>Long Term Care</b>	1-888-565-3769
<b>National Union Fire Insurance Company of Pittsburgh, Pa.</b>	1-866-244-4786

**American General Life Insurance Company**

A member of American International Group, Inc. (AIG)

This Supplement is made, entered into, and effective the date hereinafter specified by and between American General Life Insurance Company, a Texas-domiciled, stock life insurance company (hereinafter called the Company) and the Representative signing this agreement (hereinafter called the Representative).

It is agreed by and between the parties as follows:

1. This Supplement shall be an endorsement to the Appointment Application and Agency Agreement entered into between the Representative and the Company.
2. This Supplement supersedes and cancels all previous annualization agreements and/or supplemental agreements.
3. The Company will prepay seventy-five percent (75%) of first year commissions due on life policies, issued after the effective date of this supplement. The twenty-five percent (25%) remaining first year commission will be paid on an earned basis upon receipt of the tenth month premium.
4. Annualization of first year commissions (hereinafter "Annualization") is available on individual life insurance, excluding annuities, single premium life insurance, controlled business (all family members and business partners) and additional deposits received in conjunction with the sale of individual life insurance and annuity policies (hereinafter called "New Business"), payable on premiums paid under a monthly preauthorized check plan, a monthly salary savings plan or monthly government allotment modes of payment. All advances will be made upon full payment of the first modal premium and the cash payment of said advance will become a loan to the Representative to the extent of the amount advanced.
5. Annualization on Universal Life policies is limited to seventy-five percent (75%) of the premium collected, but will in no event exceed seventy-five percent (75%) of the Benchmark premium. The twenty-five percent (25%) remaining first year commission will be paid on an earned basis upon receipt of the tenth month premium.
6. List Bill premiums are not eligible for Annualization.
7. Annualization payment is limited to \$7,500 for any one case, and the total unearned amount outstanding under this supplement can not exceed \$50,000 at any time.
8. It is understood that any prepayment of monies or commissions advanced by Annualization shall create indebtedness by the Representative to the Company. If payment in full is demanded, or if a repayment schedule is implemented under any provision above, the Representative agrees to pay interest on the unpaid balance of the loan at a rate of prime plus two percent (2%) annually, calculated from the date the funds were originally advanced to the date the balance is repaid, provided repayment shall not exceed a duration of twelve (12) months, with a minimum repayment of \$250 per month.
  - (A) It is understood that any unearned advance balance will be charged back if the policy lapses or surrenders in policy duration year 1. In addition, if an unearned advance balance exists in policy duration month 13, this unearned advance balance will be charged back. Repayment will be expected immediately.
9. If repayment is not made as provided in Paragraph No. 8 of this Supplement, the Representative acknowledges that the Company can accelerate the debt owed without notice and authorizes an attorney, selected at the Company's discretion, to appear before any court of record in the United States, which has subject matter and personal jurisdiction over this matter, and confess judgment against said Representative in favor of the Company for the unpaid balance due under this loan agreement, including interest, costs and attorney's fees.
10. The Representative specifically recognizes that the confession of judgment provision in the Paragraph No. 9 of this Supplement will constitute an assignment against his personal assets and earnings from any source whatsoever.
11. The Company shall have the right, with or without cause, to terminate this Supplement at any time by written notice to the last known address of the Representative. Should this Supplement or the Agreement to which it is endorsed be cancelled, then an amount equal to any and all unearned prepaid commissions will be immediately, and on demand, payable to the Company.
12. Only policies paid after the date of Home Office approval of this Supplement are eligible for Annualization payments.
13. The Representative, by this Supplement, agrees that the Company shall have first lien on the Representative's commission account and that the Company has prior right of offset to the extent of any and all unearned prepaid commissions.
14. The Company retains the right to modify this Supplement and its procedures from time to time, by written or electronic

notice to the Representative. Both the Representative and the undersigned Sponsor/Recruiter agree to comply with the modifications.

- 15. Termination of this Supplement does not of itself terminate the Agreement to which it supplements. However, termination of the Agreement terminates this Supplement and notice is specifically not required, provided that Paragraph Nos. 8 and 9 of this Supplement shall survive such termination of this Supplement.
- 16. This Supplement replaces the vesting provisions of the Agreement to which it supplements. The new vesting provisions are as follows:
  - (A) If the Agreement is terminated by death, and subject to the provisions and rules of the Company, all first year and renewal commissions shall be paid as they accrue.
  - (B) All such payments shall be made to the surviving spouse, and at the date of 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 Appointment Application was signed on behalf of a corporation, a partnership or other legal entity then all such payments will be paid to said legal entity.
  - (C) If this Supplement, or the Agreement to which it is a supplement, shall be terminated for any reason other

than death of the Representative, then continuation of first year and renewal commissions shall depend upon in force policy count.

- 17. An annualization fee equal to four percent (4.0%) of the commission paid under this Supplement will be automatically deducted, and recorded on your commission statements. Should the policy lapse or if it is not taken causing the advance commission to chargeback, the annualization fee is non – refundable.
- 18. Policies for which the Company receives insufficient payment and reissued policies are not eligible for annualization and any commissions will be credited on an earned basis.
- 19. This Supplement shall not be effective until it is approved, signed and dated in the Home Office of the Company.
- 20. Forbearance or failure of the Company to insist upon performance of this supplement 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.
- 21. This Supplement shall be governed by and construed in accordance with the laws of the State of Texas.

**Representative**

\_\_\_\_\_ Code # \_\_\_\_\_  
 Print name of Representative                      Signature of Representative

**Sponsor/Recruiter**

The Sponsor agrees to assume any and all responsibility for its request to place Representative on this Supplement, including all financial responsibility with respect to any annualization repayment pursuant to Paragraph No. 8 of this Supplement which is not made by the Representative. This Supplement is in addition to, but is not intended to supercede or replace, any obligations contained in the Sponsor’s Agency Agreement with the Company.

\_\_\_\_\_ Code # \_\_\_\_\_  
 Print name of Sponsor/Recruiter                      Signature of Sponsor/Recruiter

**American General Life Insurance Company**  
*A member of American International Group, Inc (AIG)*

Effective Date (to be completed by Home Office) \_\_\_\_\_

Home Office Authorized Signature \_\_\_\_\_



**American General Life Insurance Company**

A member of American International Group, Inc. (AIG)

This Supplement is made, entered into, and effective the date hereinafter specified by and between American General Life Insurance Company, a Texas-domiciled, stock life insurance company (hereinafter called the Company) and the Agent signing this agreement (hereinafter called the Agent), and the Agency signing this agreement (hereinafter called the Agency).

It is agreed by and between the parties as follows:

1. This Supplement shall be an endorsement to the Appointment Application and Agency Agreement entered into between the Agent, Agency and the Company.
2. This Supplement supersedes and cancels all previous annualization agreements and/or supplemental agreements.
3. Subject to the limitations outlined in Paragraph No. 6, the Company will prepay up to seventy-five percent (75%) of first year commissions due on life policies, with the exception of Universal Life policies, issued after the effective date of this Supplement. Annualization on Universal Life policies is limited to seventy-five (75%) of the annualized plan premium collected, but will in no event exceed seventy-five percent (75%) of target premium. The remainder of the first year commission will be paid on an as-earned basis upon receipt of the tenth month premium.
4. Excluding any replacement contracts, Annualization of first year commissions (hereinafter "Annualization") is available on individual life insurance, single premium life insurance, controlled business (all family members and business partners) and additional deposits received in conjunction with the sale of individual life insurance policies (hereinafter called "New Business"), payable on premiums paid under a monthly/quarterly preauthorized check plan. All advances will be made upon full payment of the first modal premium.
5. List Bill premiums are not eligible for Annualization.
6. Annualization payment is limited to \$5,000 per New Business policy, up to a monthly maximum of \$25,000 per Agent, and the total unearned balance paid under the Supplement shall not exceed \$50,000 per Agent at any time.
7. It is understood that any prepayment of monies or commissions advanced by Annualization shall create indebtedness by the Agent to the Company. If payment in full is demanded, or if a repayment schedule is implemented under any provision above, the Agent agrees to pay interest on the unpaid balance of the advance at a rate of two percent (2%) annually, calculated from the date the funds were originally advanced to the date the balance is repaid, provided repayment shall not exceed duration of twelve (12) months, with a minimum repayment of \$250 per month.
  - (A) It is understood that any unearned advance balance will be charged back at 100% if the policy lapses or is surrendered within the first 12 months of the contract issue date. Repayment will be expected immediately.
8. If repayment is not made as provided in Paragraph No. 7 of this Supplement, the Agent acknowledges that the Company can accelerate the debt owed without notice and authorizes an attorney, selected at the Company's discretion, to appear before any court of record in the United States, which has subject matter and personal jurisdiction over this matter, and confess judgment against said Agent in favor of the Company for the unpaid balance due under this Supplement and the underlying Agency Agreement, including interest, costs and attorney's fees.
9. The Agent specifically recognizes that the confession of judgment provision in the Paragraph No. 8 of this Supplement will constitute an assignment against his personal assets and earnings from any source whatsoever.
10. The Company shall have the right, with or without cause, to terminate this Supplement at any time by written notice to the last known address of the Agent. Should this Supplement or the Agreement to which it is endorsed be cancelled, and then an amount equal to any and all unearned prepaid commissions will be immediately, and on demand, payable to the Company.

