

Solicitor Without Per Diem Compensation

AGREEMENT



Products underwritten by:

AIG Life Insurance Company

Wilmington, DE

**American International Life Assurance
Company of New York**

New York, NY

American General Assurance Company

Schaumburg, IL

American General Life Insurance Company

Houston, Texas

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

New York, NY

Subsidiaries of American International Group, Inc. (AIG)

www.aigeb.com

The underwriting risks, financial obligations and support functions associated with the products issued by the above listed companies are the responsibility of each individual company. Each of the above listed companies is responsible for its own individual financial condition and contractual obligations.

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Solicitor Contract - Without Per Diem Compensation
(“Contract”)

between

AIG Life Insurance Company
and each Affiliated Insurer made a party to this Contract

and

Last Name	First Name	Middle Initial
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Social Security Number:	
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Solicitor: _____
Signature

Solicitor’s Producer/Broker/MGA, (hereinafter ”Producer”): _____
Print Name

Solicitor’s Producer: _____ Title: _____
Signature

(If Solicitor’s Producer is a corporation, an authorized corporate officer must sign and indicate officer’s title.)

AIG LIFE INSURANCE COMPANY

By: _____ Title: _____

TO BE COMPLETED BY AIG LIFE INSURANCE COMPANY

Contract Date: _____

1. DEFINITIONS

For purposes of this Contract, the following terms and phrases will have the respective meanings assigned to them in this Section 1:

- a. “Affiliated Insurer” means each insurance company subsidiary of American International Group, Inc., other than the Primary Company, which: (i) appoints Solicitor to transact business with such Affiliated Insurer, and (ii) is made a party to this Contract as reflected by the addition of one or more addenda to this Contract.
- b. “Company” refers, jointly and severally, to the Primary Company and each Affiliated Insurer.
- c. “Company Rules and Procedures” means Company's current rules, procedures, methods, practices, requirements, and standards, as reflected in Company's Compliance Manual and guidelines and all other written publications, bulletins, directives, and instructions issued by Company and reasonably communicated to Solicitor, as each of the same may from time to time be revised or changed by Company in its sole discretion.
- d. “Law” whether singular or plural, means all applicable statutes, rules, ordinances or regulations (including codes, plans, judgments, injunctions, administrative interpretations or orders thereunder, or charges, judgments, orders, decrees, rulings, or other restrictions) of any federal, state, local, or foreign government or any department, division, agency or instrumentality thereof.
- e. “Primary Company” means the insurance company identified on the first page of this Contract. Primary Company executes this Contract on its own behalf, and on behalf of each Affiliated Insurer.
- f. “Products” means the life, health and accident policies, annuity contracts and other insurance products issued by Company. The term “product” (not capitalized), means any and all life, health and accident policies, annuity contracts and other insurance products issued by Company, whether or not reflected on an addendum to this Contract. The products of Primary Company and each Affiliated Insurer are separately underwritten and independently supported by each respective insurer.

2. PURPOSE OF CONTRACT

Solicitor desires, with the consent of Producer (“Producer”) identified on page 1 of this Contract, to solicit insurance sales for Company.

3. EFFECTIVE DATE

This Contract is dated effective (the “Effective Date”) as of the later of (a) the Contract Date indicated on the first page of this Contract, or (b) the date Solicitor is appropriately contracted and appointed with Company in accordance with applicable Law. This Contract applies to all Products sold by Solicitor on or after the Effective Date.

4. APPOINTMENT AND AUTHORITY OF SOLICITOR

Solicitor is hereby appointed by Company for the purpose and with the authority only of soliciting or securing applications for insurance and forwarding the same to Company for approval or disapproval, in accordance with Company’s procedures.

5. LIMITATIONS AND PROHIBITIONS

- a. **Limitation of Authority.** Solicitor is authorized to act on behalf of Company only to the extent expressly provided in this Contract. Solicitor has no authority to alter, modify, waive or change any of the terms, rates or conditions of Company’s policies or contracts. Solicitor shall have no authority to (i) collect or deposit any cash or negotiable instrument representing payment of premiums, including the first, (ii) endorse checks payable to Company, (iii) advertise without the

permission of Company, (iv) do or perform any act or thing other than those expressly stated in this Contract, or (v) do or perform any act or thing in contravention of Company's Rules and Procedures or Laws or adverse to the interest of Company.

- b. **Territory.** Solicitor shall conduct business only in those states in which Solicitor has been licensed by appropriate regulatory authorities, appointed by Company in accordance with applicable law, and Company is admitted to do business. The right to solicit in such states shall be nonexclusive.

6. **RELATIONSHIP**

It is mutually agreed that this Contract, and the Company Rules and Procedures shall not be deemed to create the relationship of partnership, franchise, joint venture, or employer and employee for any purposes whatsoever, including tax purposes. Solicitor agrees to be responsible for all taxes as a self-employed independent contractor. Adherence to the Company's Rules and Procedures does not negate the parties' intent that the relationship between Company and Solicitor shall be that of principal and independent contractor.

7. **COMPENSATION**

- a. For consideration agreed upon by the parties, Solicitor assigns all compensation of any kind, present and future to Producer. Solicitor hereby waives Solicitor's interest in any and all compensation from Company, now and hereafter, on all sales of Products, whether in the form of first year commissions, renewal commissions, service fees, or bonuses, and assigns all such compensation to Producer as fully as though the business had been written by Producer in Producer's own name.
- b. Company consents to Solicitor's assignment of all compensation present and future to Producer, and acknowledges that the compensation which Producer may grant to Solicitor for Solicitor's production of business for Company shall be properly a matter to be negotiated between Producer and Solicitor.
- c. Assigned commissions and compensation shall be paid at the rates and on the terms and conditions set forth in the contract or contracts between Producer and Company.

8. **SOLICITOR RESPONSIBILITIES**

- a. **Compliance with Laws.** Solicitor agrees to keep informed of and to comply with the Laws of each state, territory and jurisdiction where Solicitor conducts business.
- b. **Company Rules and Procedures.** Solicitor agrees to comply with Company Rules and Procedures and any system of review and control of Solicitor's activities relative to this Contract, including, any method of sanctions as may be used by Company.
- c. **Confidential Information and Privacy Obligations**
 - (i) Solicitor agrees to use Confidential Information (defined below) solely for the purposes of this Contract and not to disclose such Confidential Information to any third party in any form without the prior written consent of Company, or as may be allowed by applicable Law. Solicitor will advise and cause its respective employees, directors, officers, accountants, attorneys, Solicitors, and representatives (collectively "Representatives"), as applicable, who will have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Contract, or as required by Law, and any such use or disclosure shall be at all times and in all events on the terms of and in compliance with the restrictions of this Contract. "Confidential Information" includes all information and data provided by Company to Solicitor, or acquired or used by Solicitor pursuant to this Contract, including Company's business and proprietary information, actual or potential customers, customer lists, strategic alliances, plans, reports, analyses, studies, models, sales data, marketing materials (including, without limitation,

illustrations, disclosures and consumer advertising), or any other secret or confidential work, knowledge, know-how, trade secret or business information of Company or its respective affiliates, any information relative to any products, business procedures, coverage, or underwriting rates or pricing. "Confidential Information" also includes all records, files, input materials, reports, books or records, forms and other data or information, whether in written, electronic, or oral form, received, collected, processed, used or stored by, or provided to, Solicitor, pursuant to this Contract, including, without limitation, customer, applicant, contract or policy owner information, such as names, addresses, e-mail addresses, account numbers, and financial and health information. Confidential Information does not include information which is or becomes: (A) generally available to the public at the time of disclosure; or (B) was independently developed by Solicitor.

- (ii) Solicitor agrees to indemnify and hold harmless Company and Company's affiliates, and their respective shareholders, officers, directors, employees and affiliates, from all claims, losses, liabilities, suits, actions, demands, settlements, losses, judgments, fines, costs, damages, fees and expenses, including, without limitation, reasonable attorney fees and expenses, incurred as a result of the failure of Solicitor or its Representatives to perform its confidentiality obligations hereunder.
- (iii) In the event that Solicitor becomes legally compelled to disclose any of the Confidential Information or take any other action prohibited by this Contract, Solicitor will provide Company with prompt written notice for the purpose of enabling Company to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Contract. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within thirty (30) days of such written notice to Company, Solicitor so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of Solicitor's counsel, legally required, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- (iv) Solicitor shall maintain security procedures to protect against improper disclosure or use of Confidential Information, and shall comply in full with the privacy and security requirements of the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be applicable, and any rules and regulations promulgated thereunder. To the extent that any applicable state or regulatory authority's requirements are more stringent than GLBA or HIPAA, Solicitor's use and/or disclosure of Confidential Information shall be in accordance with such requirements. Except to the extent otherwise required or specifically permitted by Law, Solicitor's use and/or disclosure of Confidential Information shall be limited solely to the purposes for which such information is disclosed to Solicitor to perform its obligations under this Contract.
- (v) Solicitor shall maintain appropriate administrative, technical and physical safeguards to assure that Confidential Information is not used or disclosed other than as provided by this Contract or as allowed by Law. Solicitor expressly warrants that all Solicitor personnel with access to the Confidential Information: (A) will be advised of, and appropriately trained regarding the confidentiality and privacy obligations required under this Contract and by Law; and (B) will comply in all respects with such obligations.
- (vi) Solicitor agrees to report to Company in writing within forty-eight (48) hours of discovering the same, any use or disclosure of Confidential Information not provided for in this Contract or for a purpose not expressly permitted by Law. To the extent such unauthorized use or disclosure occurs, Solicitor agrees to immediately mitigate, to the greatest extent possible, any harmful effect thereof.

- (vii) Solicitor agrees that it will abide by the limitations of Company and its affiliates' current privacy policies as published by Company and its affiliates and as reasonably communicated to Solicitor from time to time.
 - (viii) Solicitor agrees that Solicitor will, prior to or simultaneously with the execution of this Contract, execute a HIPAA Business Associate Addendum to this Contract satisfactory to Company. A copy of the executed HIPAA Business Associate Addendum shall be attached to this Contract as addendum B.
 - (ix) Solicitor's obligations under this Section 8.c. shall continue after termination of this Contract.
- d. Insurance.** Solicitor agrees to maintain errors and omissions insurance covering the acts and omissions of Solicitor in connection with Solicitor's performance of this Contract and its representation of Company. Such coverage shall be with a carrier and for amounts and deductibles acceptable to Company. Solicitor must provide evidence of such coverage satisfactory to Company prior to the execution of this Contract by Solicitor, and thereafter, upon the request of Company. Failure to provide satisfactory evidence of the required insurance coverage will result in action by Company, including, but not limited to, a hold on compensation due Solicitor, which compensation will be released only when Company receives acceptable evidence of insurance coverage, or the immediate termination of this Contract by Company.
- e. Product Familiarity.** Solicitor agrees to become fully informed as to the provisions and benefits of each Product offered by Company for which Solicitor solicits applications and to represent such Products accurately and fairly to prospective purchasers of Products.
- f. Indemnity and Hold Harmless.** Solicitor agrees to indemnify and hold harmless Company and Company's affiliates, and their respective shareholders, officers, directors, employees and affiliates, from all claims, losses, liabilities, suits, actions, demands, settlements, judgments, fines, costs, damages, fees and expenses, including, without limitation, reasonable attorney fees and expenses, resulting from any acts or omissions of Solicitor or Solicitor's employees. In the event Company asserts any rights under this or any other hold harmless and indemnification provision under this Contract, or any other contract between Company and Solicitor, Company shall have the right to withhold all compensation then due or to become due to Solicitor under this Contract, or any predecessor agreements, or any contract between Company and Producer, and to apply the same against the hold harmless and indemnification obligations of Solicitor to the extent determined by Company. This Section 8.f. shall survive the termination of this Contract.

9. FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION

- a.** By execution of this Contract, Solicitor represents and warrants that Solicitor has not been convicted of any criminal felony involving dishonesty or breach of trust, or has obtained the required written authorization or written consent from each Department of Insurance in the states, territories and jurisdictions in which Solicitor transacts insurance business, in which case, Solicitor shall advise Company of such conviction and furnish such authorization or consent for Company's examination.
- b.** Should Solicitor at any time while this Contract is in effect be convicted of a criminal felony involving dishonesty or breach of trust, Solicitor agrees to immediately notify Company in writing of the felony conviction. Solicitor understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 (18 U.S.C.S. Sec. 1033, 1034) may result in disciplinary action up to and including termination for cause by Company.

10. NOTICE AND GOVERNING LAW

- a.** All notices required under this Contract must be in writing. Such notices may be sent by U.S. mail, certified, return receipt requested, or air courier service with return receipt. Notice will be deemed completed to Solicitor upon deposit, postage prepaid, in the U.S. mail or by air courier service, addressed to Solicitor at Solicitor's address according to Company's records, or to Company, upon actual receipt by Company, at its home office, whichever applies.
- b.** The terms of this Contract shall be governed by and constructed in accordance with the Laws of the State of Texas, without regard to its conflicts of law principles.
- c.** This Section 10 shall survive the termination of this Contract.

11. INVESTIGATION NOTICE

Solicitor authorizes Company to obtain an investigative consumer report from a consumer reporting agency or similar source, at any time Company deems it advisable to evaluate the financial condition, character, credit, reputation and personal traits of Solicitor and all signatories of this Contract. Solicitor and all signatories of this Contract release those contacted and Company and Company's affiliates, and their respective shareholders, officers, directors, employees and affiliates, from any liability with respect to the content of the information provided and any resulting action by Company. In furtherance of this provision, Solicitor and all signatories of this Contract agree to immediately execute, upon the request of Company, any authorization or other document or instrument as may be required to obtain such reports or information.

12. TERMINATION

This Contract may be terminated, with or without cause, by either party giving written notice to the other party at the last known address.

13. SOLICITOR REPRESENTATIONS

By executing this Contract, Solicitor makes the following representations:

- a.** Solicitor has read, understands, and will abide by the terms of this Contract.
- b.** Solicitor has reviewed this Contract with counsel or has voluntarily chosen not to do so.
- c.** Solicitor will abide by Company Rules and Procedures, whenever Solicitor is acting as a Solicitor of Company.
- d.** If Solicitor is a corporation, partnership or other legal entity, each and every individual who signs this Contract for Solicitor jointly and severally guarantees the performance of all the obligations hereunder.

14. PARAGRAPH HEADINGS

The captions contained herein shall not be considered a portion of this Contract nor a limitation thereon, but are inserted for reference only.

15. ENTIRE AGREEMENT

This Contract, including all applicable addenda and all supplements thereto, and all other written agreements between Company and Solicitor which are expressly made a part of this Contract, constitutes the entire Contract between the parties. However, Solicitor's right to compensation from premiums on products issued by Company under a previous agreement is not affected except as provided in the Indebtedness and Previous Contracts Sections hereof.

16. MODIFICATIONS

This Contract cannot be modified or changed by any oral promise or statement by whomsoever made. No written modification of this Contract will bind Company unless it is signed by an authorized officer of Company and specifically expresses an intention to modify or change this Contract.

17. EXONERATION CLAUSE

Should any legislation, court decision or ruling of any state insurance department or other applicable Law render any provision of this Contract unlawful, it is mutually agreed that any changes in this Contract as may be necessary shall be made without loss, damage or other expense to Company. Any provision of this Contract which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, enforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

IN WITNESS WHEREOF, Company has caused this Contract to be signed by its duly authorized officer, and Solicitor has caused the same to be signed, the date and year first written above.

ADDENDUM A

PRIVACY (HIPAA) BUSINESS ASSOCIATE ADDENDUM

This addendum (“Addendum”) effective as of _____, 200__ is between _____ (for purposes of this Addendum, hereinafter referred to as “Solicitor”) and AIG Life Insurance Company and each Affiliated Insurer made a party to the agreement to which this Addendum is attached. AIG Life Insurance Company and such Affiliated Insurers shall be hereinafter collectively referred to as “Company”.

WHEREAS, Company is an insurance company licensed to sell insurance or financial services products (the “Products”) in a variety of jurisdictions;

WHEREAS, Solicitor entered or is entering into an agreement (the “Agreement”), such as an agent’s or a solicitor’s contract, whereby Solicitor will solicit applications for Company’s Products;

WHEREAS, through performing services pursuant to the Agreement, Solicitor may receive or have access to individually identifiable health information (“Protected Health Information” or “PHI”) or other information about a customer, such as financial or health information, that is not publicly available (“Nonpublic Personal Information” or “NPI”). PHI and NPI shall be collectively called the “Information”; and

WHEREAS, the parties wish to amend the Agreement: (i) to include additional terms and requirements concerning Information privacy, (ii) to satisfy the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and, any applicable rules and regulations, as may be amended from time to time, and, (iii) to include additional terms.

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

I. Privacy.

1. The terms “Protected Health Information” and “PHI” shall have the meaning set forth in 45 C.F.R. Sec. 164.501 as may be amended. Other terms shall have the same meanings as set forth in the applicable definition of the HIPAA Privacy Rule or other regulations.
2. Solicitor shall maintain the confidentiality, and use and disclose Information solely for the purposes specified in the Agreement and any addendum thereto and to fulfill the purposes of the Agreement and any addendum thereto, consistent with Company’s notices of privacy practices, policies and procedures, provided that such use or disclosure would not violate any applicable, laws, rules or regulations if done by Company.
3. Solicitor shall:
 - a. Not use or further disclose PHI other than as permitted or required by the Agreement or any addendum thereto or as required by law.
 - b. Use commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality, and security of PHI and to prevent the unauthorized use or disclosure of PHI and to comply with the security standards or the HIPAA security regulations. Upon Company request Solicitor will provide to Company access to and documentation regarding any safeguards.
 - c. Report promptly within forty-eight (48) hours to Company’s Privacy Officer in writing any use or disclosure of PHI that is not permitted by the Agreement or any addendum, of which Solicitor becomes aware. Solicitor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Solicitor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action Solicitor has taken or shall take to prevent

future similar unauthorized use or disclosure, and (vi) any other information as reasonably requested by Company's Privacy Officer.

- d. Require all of its employees, representatives, subcontractors or agents that receive or have access to PHI to agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply herein, including the obligation to return or destroy the PHI as provided for below.
 - e. Make Solicitor's internal practices, books, and records relating to the use and disclosure of PHI available to the Department of Health and Human Services for purposes of determining Solicitor's and Company's compliance with the HIPAA requirements; provided that, Solicitor shall immediately notify Company upon receipt by Solicitor of any such request.
 - f. Within ten (10) days of receiving a written request from Company, provide to Company such information as is requested by Company, if any, to permit Company to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Secs. 164.524, 164.526, and 164.528. If an individual contacts the Solicitor directly about access to, amendment of, or an accounting of disclosures of his/her PHI, the Solicitor will forward such request immediately to Company and not provide such access, amendment, or disclosure. Notwithstanding anything herein to the contrary, Solicitor shall make reasonable efforts to cooperate with Company in responding to any such requests and enabling Company to comply with federal laws and regulations regarding the timing of response to such requests.
 - g. Upon termination of the Agreement and subject to applicable law and the Company's file and record maintenance requirements in the Compliance Manual, return or destroy (with Company's written permission) all PHI that Solicitor maintains in any form pursuant to the Agreement, and retain no copies of such information. However, if Company determines that such return or destruction is not feasible, Solicitor will continue to extend the protections of this Addendum to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of the Agreement.
- 4. In the event Solicitor breaches a material obligation under this Addendum, Company may at its option: (i) require Solicitor to cure the breach within forty-eight (48) hours of Company notice to Solicitor, and/or (ii) immediately terminate the Agreement.
 - 5. Solicitor agrees to abide by the limitations of any notices of privacy practices published by the Company.
 - 6. **Restrictions On Use.** Company shall notify Solicitor of any restriction to the use or disclosure of PHI Company has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Solicitor's use or disclosure of PHI.
- II. To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Solicitor 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.
 - III. The terms and conditions of this Addendum and Solicitor's obligations hereunder shall survive any termination or expiration of this Addendum or the Agreement for any reason whatsoever.
 - IV. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
 - V. If there is any conflict between the Agreement and this Addendum, this Addendum shall control. If any other Agreement or Company policy or procedure concerning the use or disclosure of PHI is more restrictive than the provisions of this Addendum, then the more restrictive provisions shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date below.

SOLICITOR

AIG LIFE INSURANCE COMPANY

By: _____
Signature

By: _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM B

List of affiliates of Primary Company

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

American General Assurance Company

American General Life Insurance Company

American International Life Assurance Company of New York

Note: Solicitor must also be properly appointed for each affiliate for whom Solicitor is selling Products in order for the affiliate to be an Affiliated Insurer under the terms of this Contract.