



AIG Life Brokerage

A division of the American International Companies.®

Part 1 Change Request

Type of Change Request

- Compensation Change
- Contract Level Change
- Second Contract
- Transfer
- Other
- USL

Comments: _____

Part 2 Individual and Principal of Corporation. This is Required Information.

Please Print Clearly

Social Security Number: _____ - _____ - _____ Agent Number: _____

Name: _____
Last Name First Name Middle Initial

Date of Birth: _____ month _____ day _____ year Sex: Male Female

Resident/Home: _____
Physical Address

_____ City _____ State _____ Zip

Resident/Home Phone Number: _____ E-Mail _____

Business Address: _____
Physical Address City State Zip

Business Phone Number: _____ Fax Number _____

I am an officer of the below corporation.

Part 3 Corporate Applicants Required Information.

Please Print Clearly

Individual Applicants Do Not Complete This Section

Tax ID Number _____

Corporate Name: _____

Corporate Address: _____

_____ City _____ State _____ Zip

Corporate Phone Number: _____ State Incorporated: _____

Fax Number: _____ E-Mail: _____

Primary Officer for Corporate Records: _____

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

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Part 4 Recruiter Section - IMO/BGA Only. Complete ONLY when address used is NOT the above business address

Social Security Number: _____ - _____ - _____

Primary mailing address, phone contact, e-mail and faxes will be communicated to the following:

All Home Office Mail and other Communication will be directed to **other than the above**. Please direct to:

Agency Name: _____ Agency Code Number: _____

Business Address: _____ Commission Address: _____

_____ City State ZIP

_____ City State ZIP

Fax Number: _____ Phone Number: _____

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

Part 5 Licensing and State Appointment Request

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

Applicant Name: _____

Licensed for: Life Health Contracted as: Individual Agency

Resident State: _____ Resident License Number: _____

Nonresident Appointment State(s): _____

Attach applicable fees and licenses for states listed above.

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:

Part 6 Variable Licensing - Complete ONLY when variable appointment is requested.

Please complete the following ONLY when requesting variable appointment.

Who is your Broker/Dealer? _____

CRD Number: _____

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

Independent Wholesaler Election

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

IW Election: _____

(Name of IW Firms and Code Number)

AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [_____] is between BHC Marketing, Ltd. ("BHC"), with its offices located at 25227 Grogan's Mill Rd Ste. 102, The Woodlands, Texas 77380 and [_____] , an individual (the "Agent") who resides at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

1. **Definitions.**

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

2. **Recitals.**

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

BHC:
BHC Marketing, Inc.

By: _____
Lee R. Howard, President

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____