



**ANTEX**

**American National Life Insurance Company of Texas**

One Moody Plaza • Galveston, Texas 77550

**BROKER'S CONTRACT**

for

**AMERICAN NATIONAL**

\_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_

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

Effective \_\_\_\_\_, 20\_\_\_\_, the American National Life Insurance Company of Texas (hereinafter designated as "Company") appoints you, the Broker named above, as its Broker with the authority and obligations set forth in this Contract, and you accept your appointment subject to the terms and conditions of this Contract and all Schedules and Supplements related to it.

**IN WITNESS WHEREOF**, the parties have duly executed this Contract on this face page and the attached Schedules and Supplements in the places where signatures are required.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Broker** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Managing General Agent or General Agent

**American National Life Insurance Company of Texas**

**By** \_\_\_\_\_  
Authorized Officer at Galveston, Texas

**Title** \_\_\_\_\_



## **1. AUTHORITY**

The Company hereby authorizes you to solicit applications for individual major medical insurance to be issued by the Company, provided that you are properly licensed as required by any governmental authority applicable to you.

## **2. TERRITORY**

You may exercise your authority within any territory in which you and the Company are properly licensed and the Company offers the products shown in Appendix A, but that territory is not assigned exclusively to you.

## **3. RELATIONSHIP**

Your relationship with the Company shall be that of an independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between the Company and you.

## **4. YOUR RESPONSIBILITIES**

You agree to comply with the Company's rules and regulations pertaining to the Company's business covered by this Contract.

### **A. RECORDS**

You shall keep correct and accurate accounts and records of all business transactions and monies which you collect for the Company, and these accounts and records shall be open at all times to inspection and examination by the Company's authorized representatives.

### **B. TRADE SECRETS**

All accounts, policyholder lists, application forms, and all other records in your possession pertaining to the Company's business are trade secrets wholly owned by the Company and shall be returned to the Company upon demand.

### **C. REPRESENTATION, SERVICE AND TRAINING**

You agree to become fully informed as to the provisions and benefits of each product offered by the Company for which you solicit applications and to present these products accurately and fairly to prospects. You further agree to use your best efforts to provide services to customers and to maintain in force any business which you place with the Company or its affiliates.

### **D. PROMPT TRANSMITTAL**

You shall hold all cash, checks, and funds in any other form which you receive for or on behalf of the Company in trust for the Company. You agree to transmit to the Company, immediately upon receipt, all applications solicited and money received for the Company. If any citation or other paper shall at any time be served upon or received by you concerning any claim, or any other lawsuit, or any legal proceedings by or against the Company, within twenty-four (24) hours after receipt, you shall transmit it by certified mail to the Home Office of the Company in Galveston, Texas. If you neglect, refuse, or fail to do so, you agree to pay the Company, upon demand, the amount of any loss, damage, cost, attorney's fees, or expenses which may have been incurred by your failure to transmit the document within the 24 hour time period.

### **E. HOLD HARMLESS**

You agree to indemnify and hold harmless the Company from all losses, expenses, costs, and damages resulting from any acts by you which breach any terms of this Contract.

## **5. LIMITATION ON AUTHORITY**

You have only the power or authority which this Contract specifically grants to you, and you will not assume that any power or authority is implied. In general, you are denied all power or authority not specifically granted, including, but not limited to, the following:

You agree that you will not do or attempt to

**A.** Enter into any agreement or incur any obligation on behalf of the Company, except with its written permission, or

(1) bind the Company in its dealings with any agent or Company employee, or

(2) commit the Company to

a. pay any money to any agent or employee, or

b. a date that a payment will be made.

**B.** Assign this Contract or any compensation payable under it without the prior written consent of the Company, which shall not be unreasonably withheld.

**C.** Solicit applications for the Company in any manner prohibited or inconsistent with the provisions of this Contract, the rate book or the rules and regulations of the Company, now or hereafter in force.

**D.** With respect to any policy:

(1) make any alterations, modifications or endorsements or otherwise alter the Company's obligations as stated in the policy;

(2) change special rates or extend the time for paying premiums;

(3) waive forfeitures;

- (4) deliver or allow the delivery of any policy or contract unless:
  - a. the health of the person or persons proposed for insurance is in accordance with the Company's requirements, if any, and,
  - b. where required, the first policy premium, or purchase payment, or first installment, is paid in full.
- E. Initiate any civil or criminal action or proceeding, whether or not brought in the name of the Company, which may in any way involve or affect the Company, its affiliates, their business, operations, or any policy issued by them.
- F. Use or authorize the use of any written, oral or visual communication, circular, advertisement or other publication:
  - (1) bearing the Company's name, as advertising matter or otherwise, except with the prior written approval of the Company; or
  - (2) referring to any insurance company tending to bring it into disrepute.
- G. Violate the insurance laws or the regulations of the Insurance Department of any State or any other jurisdiction in which you represent the Company.
- H. Either directly or indirectly, by or through any partner, agent, employer, or firm on your behalf:
  - (1) induce any Company employee or sales representative to terminate a contract with the Company or any affiliate of the Company or otherwise interfere with any employee or agent's relationship with the Company or any affiliate of the Company, or;
  - (2) induce or influence any policyholder or annuitant to lapse, cancel or replace any insurance policy or annuity of the Company.
- I. Misapply or embezzle funds of the Company or any other person or entity.
- J. Perpetrate any fraud against the Company or any other person or entity.

## 6. COMPENSATION FOR PERSONAL PRODUCTION

During the existence of this Contract, the Company will pay you First Year Commissions and Renewal Commissions at the rates and for the policy years shown in the attached Compensation Schedule, when the respective premiums on policies you personally produce under this Contract are actually due and paid to the Company, subject to the following provisions:

- A. If a policy you personally produce is lapsed for non-payment of premiums and is subsequently reinstated except through your direct efforts, the payment of future compensation shall thereafter be governed by the Company's rules and practices.
- B. Should the Company for any reason refund or waive any premium on any policy you produced, any commission or fee you received on the premium shall be refunded to the Company upon demand and no commission or fee will be paid on any premium thereafter waived.
- C. Compensation on any policy or contract issued on an application written by you and one or more other representatives of the Company, where permitted by the Company's rules, shall be apportioned among the writing representatives based on the respective compensation schedules as if the credit for the premium were shared equally, unless otherwise agreed upon in writing filed with and approved by the Company.

## 7. TERMINATION

You or the Company may terminate this Contract at any time by giving written notice to the other party at least thirty (30) days prior to the date fixed for termination. The notice shall be delivered personally or mailed to the other party's last known address.

You acknowledge that the Company has not expressly or by implication agreed to continue the term of this Contract for any definite period of time. The Company may terminate the contract at any time upon the occurrence of any of the following events:

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

## 8. COMPENSATION AFTER TERMINATION

The following provisions relating to compensation shall apply after termination of this Contract:

- A. If this Contract is terminated for any cause other than your acting to prejudice materially the interest of the Company or its affiliates, or your violation of any of its provisions, you or your beneficiary shall receive:
  - (1) the First Year Commissions as provided in paragraph 6;
  - (2) the Renewal Commissions as provided in paragraph 6.

Unless otherwise designated in writing, your beneficiary shall be your spouse, if then living, otherwise, your estate.

**B.** If you have violated any of the provisions of this Contract or acted to prejudice materially the interest of the Company or its affiliates, at, before or after the termination of this Contract, you shall forfeit all commissions and all other compensation due or to accrue under this or any previous contract between you and the Company.

**C.** In the event your commissions and other compensation total less than \$200.00 during any year after termination of this Contract, no further commissions or other compensation shall be paid to you or to your beneficiary.

**D.** No commissions, fees or other compensation shall be payable to you or to your beneficiary after termination of this Contract, except as provided in this paragraph 8, and all commissions, fees and other compensation otherwise payable hereunder shall be subject to the lien established in paragraph 9 and to any assignments which you have made.

#### **9. LIEN TO SECURE INDEBTEDNESS**

If you owe the Company any money while you are under contract with the Company or after termination of this Contract, the Company may deduct the total amount owed from any compensation due you under the terms of this Contract. The Company shall have, and is hereby given a valid first lien on and right of offset against all commissions, fees and any other compensation payable under this or any prior contract with the Company as security for the payment of any and all debts or claims due or to become due to it from you, and you hereby agree to pay interest on any outstanding indebtedness at the prevailing rate established by the Company. Whether or not there has been a default on any debt or claim due or to become due to the Company from you, the Company is authorized, at any time without notice and without any judicial action, to foreclose its lien by offsetting or otherwise collecting any or all of your commissions, fees or other compensation, accrued or to accrue, against the reduction of the debt or claim. This lien shall not be extinguished by termination of this Contract.

#### **10. RESERVED RIGHTS OF THE COMPANY**

The Company reserves the following rights.

**A.** To unilaterally adopt rules and practices from time to time establishing:

- (1) compensation on policies not listed in the attached Compensation Schedule, and altering the rules and schedules on policies to be issued in the future, provided only that this action shall be general among all Brokers of the Company or shall be required by law or by the rulings of a state insurance department.
- (2) commissions on any new policy which, in the judgment of the Company, is a "changed policy" taking the place of or modifying a policy previously issued by the Company;
- (3) commissions on conversions;
- (4) commissions on reinstated policies.

**B.** To withdraw the availability of any policy;

**C.** To withdraw from any territory;

**D.** To modify or change its premium rates;

**E.** To refuse to issue a policy to any applicant without stating any reason for refusal; and

**F.** To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract.

#### **11. ENFORCEMENT**

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

#### **12. RESTRICTIONS AFTER TERMINATION**

If this Contract is terminated, whether by you or by the Company, for any reason, you agree that you will not, for a period of two (2) years after termination, either directly or indirectly, by or through any partner, agent, employer or firm on your behalf, induce or try to induce any policyholder to lapse, cancel or replace any insurance policy or annuity of the Company or of its affiliates, or interfere with any employee or agent's relationship with the Company or any affiliate of the Company. The Company's affiliates include American National Insurance Company, Standard Life and Accident Insurance Company and Commonwealth Life and Accident Insurance Company. These prohibitions shall be effective throughout the territory covered by this Contract.

#### **13. WAIVER**

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

#### **14. MODIFICATION OR AMENDMENT**

Any modification or amendment of this Contract must be in writing and duly executed by both you and the Company; provided, however, that the Company may by written notice unilaterally amend any Schedule or Supplement to this Contract to affect policies to be issued after the date of the amendment.

#### **15. SOLE AGREEMENT**

This Contract, with the attached Schedule and Supplements, constitutes the sole agreement and supersedes all prior contracts between you and the Company, but this Contract shall not impair your right to commissions or fees, if any, earned under a prior contract or contracts with the Company.

# American National Life Insurance Company of Texas

Post Office Box 1996 • Galveston, Texas 77553-1996

HLAC@ANICO.com

## CONFIDENTIAL HISTORY QUESTIONNAIRE

PLEASE TYPE OR PRINT

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Corporate Name \_\_\_\_\_ Corporate IRS No. \_\_\_\_\_

(All principals of the corporation must complete a personal history form, if agreement is to be in corporate name)

Mail to: Business  Residence  Do not abbreviate address \_\_\_\_\_  
AC Fax No. \_\_\_\_\_

Business address: \_\_\_\_\_  
Street or P. O. Box City State Zip AC Phone No.

Residence address: \_\_\_\_\_  
Street or P. O. Box City State Zip AC Phone No.

Street address required \_\_\_\_\_  
for supply shipments Street City State Zip Email address

### LICENSE INFORMATION:

In what States are you currently licensed?

STATE

LIFE

A&H

LICENSE NO.

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

Do you wish to apply for non-resident appointment? \_\_\_\_\_ If "yes", attach state appointment fee(s) and Non-Resident State License(s). We will contact you further regarding any other required forms.

### PERSONAL DATA

Has your license ever been revoked? \_\_\_\_\_ (If "yes", please give details) \_\_\_\_\_

Are you currently representing American National? \_\_\_\_\_ Have you ever represented American National? \_\_\_\_\_

If yes, when, what division and in what capacity? \_\_\_\_\_

Do you carry E & O Insurance? Yes  No  If yes, give name of Insurer, Policy Number, Effective Date, and Amount.

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

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

Have you ever filed or been declared bankrupt? Yes  No  If "Yes," attach documentation of final disposition.

Have you ever been disciplined by a state insurance department? \_\_\_\_\_ If "Yes," please give specifics.

Are you presently indebted to any insurance company? Yes  No  Amount \_\_\_\_\_

What Insurance Carriers are you currently representing? \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Have you sold insurance under another name within the past five years? Yes  No  Explain: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_ Married  Single  Spouse Name: \_\_\_\_\_

## AUTHORIZATION TO OBTAIN INFORMATION

I hereby authorize any Insurance Company, Agency, or other organization or any individuals to give to American National Life Insurance Company of Texas (herein referred to as the Company) or its designated representative any and all information which they may have about me, whether or not in their records. I release any individual or organization issuing information from all liabilities for any damage whatsoever for giving information.

I understand that the Company may, as part of its normal procedure, request that an investigative consumer report be made whereby information is obtained through third parties such as past business associates, employers, financial sources, and others with whom the applicant may be acquainted and hereby authorize such an investigation be made. I also authorize the Company, through designated representatives or any third parties to conduct investigations into my background and to ascertain whether or not have engaged in any past criminal activity.

I have read, on the date shown below, the above statements and understand that in signing this form, I authorize the Company to make or have made any such investigations. I have the right to make a written request to the Company's home office within a reasonable period of time for additional, detailed information concerning the nature and scope of any investigations.

In addition, the undersigned specifically attest that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with the Company.

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



## PRODUCER'S CODE OF CONDUCT

As a representative of American National Life Insurance Company of Texas (ANTEX), I recognize my responsibility to:

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

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

*Fully understand* and accurately represent the Company's products and services;

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

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

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

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

*Determine that any replacement* of a life or health insurance or a financial product I am proposing is in the best interest of the client;

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

*Meet all continuing education requirements.*

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

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

To the best of my knowledge, all of my statements in the *Confidential History Questionnaire* are correct and my appointment with American National Life Insurance Company of Texas would not constitute a breach of any of my contracts with other companies.

I have read, understand and agree to comply with the contents of the Producer's Code of Conduct and the Advertising Guidelines adopted by the Company.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **STATEMENT OF POLICY ON ADVERTISING**

American National Life Insurance Company of Texas (ANTEX)

### **General Advertising Guidelines**

Agents, Brokers, Independent Marketing Organizations, and other producers appointed with American National Life Insurance Company of Texas "ANTEX" are required to secure written Home Office approval prior to the use of all advertising or other promotional materials not furnished by the company. These materials include any advertisement that is targeted to clients, potential clients, current agents and prospective agents.

### **American National Life Insurance Company of Texas must review and approve any advertisement which:**

- Refers to American National Life Insurance Company of Texas.
- Refers to American National's industry ratings and/or financials.
- Refers to any ANTEX product.
- Refers to policy or operational/administrative procedures of American National Life Insurance Company of Texas.
- Describes features of an ANTEX product, or the features of any product, in such detail that it can be identified as an ANTEX product.
- Targets current or potential agents (recruiting ads), if it has any of the features listed above.

### **WHERE TO SUBMIT ADVERTISING**

Agents, brokers and other producers should submit advertisements to Moody Insurance Group, Incorporated located at 2302 Postoffice Street, Galveston, Texas 77550-1936 for review and approval.

### **Approval**

An advertisement is not approved by American National Life Insurance Company of Texas unless final, written approval from Moody Insurance Group, Incorporated and the Home Office of the company has been received by Agent or the Broker submitting the ad. An advertisement which is returned to the Agent or Broker for correction(s) to the format or text of the ad is not considered approved until all corrections have been made as indicated by American National and/or Moody Insurance Group. Once all corrections have been made and the advertisement has been re-submitted to Moody Insurance Group, Incorporated, final, written notification will be sent to the Agent or Broker.

### **Advertising Violations**

Failure to comply with the above indicated procedures, as defined above, is a direct violation of the contract or selling agreement of such producer with the company and state laws and regulations. It is American National Life Insurance Company of Texas' policy, upon discovery of the first violation, to impose a penalty ranging from a formal warning of termination, depending upon the nature of the infraction. The penalty for repeat violations could result in the termination of the appointment, contract or selling agreement of the agent, broker or producer.

**HIPAA BUSINESS ASSOCIATE CONTRACT**  
**WITH**  
**AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS**

This Contract is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between American National Life Insurance Company of Texas (the “Covered Entity”) and \_\_\_\_\_ (the “Business Associate”). This Contract is effective as of the compliance date of the Privacy Rule and Security Rule as defined herein.

WHEREAS Business Associate and Covered Entity have entered into a contract through which Business Associate provides services related to health insurance products issued by or on behalf of the Covered Entity, and

WHEREAS the disclosure of certain individually identifiable health information will be regulated by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended from time to time, and the regulations promulgated thereunder, effective in April 2003, and

WHEREAS Covered Entity may from time to time disclose to Business Associate certain individually identifiable protected health information (“PHI”) that is subject to protection under HIPAA,

WHEREAS Business Associate and Covered Entity desire that their contract complies with the applicable provisions of HIPAA and the Privacy Rule, including, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”).

NOW THEREFORE, for and in good consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto that the terms listed below are made a part of their contract and provide a full statement of their responsibilities.

## **Definitions**

- (1) “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (2) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E. Additionally, any references herein to the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (3) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.
- (4) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information received from or created/received by the Business Associate on behalf of the Covered Entity.
- (5) “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- (6) “Secretary” shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

## **General**

Business Associate shall take all necessary actions consistent with HIPAA’s requirements to safeguard the PHI that Covered Entity discloses to Business Associate in connection with Business Associate’s duties under the Contract. Business Associate may not use or further disclose PHI in a manner that would violate HIPAA’s requirements if done by the Covered Entity.

## **Permitted Uses and Disclosures**

Business Associate is permitted to use and disclose PHI from the Covered Entity as follows:

## **Duties of Business Associate**

Business Associate shall:

- (1) Not use or further disclose the information other than as permitted or required by this contract or as required by law.

- (2) Use appropriate safeguards to prevent use or disclosure of PHI disclosed by the Covered Entity or Business Associate other than as provided for by this Contract.
- (3) Have appropriate procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of PHI in a manner contrary to this Contract or the Privacy Regulations.
- (4) As soon as reasonably practical, report to the Covered Entity any use or disclosure of the information not provided for by its contract of which it becomes aware.
- (5) Ensure that any agents or subcontractors to whom it provides PHI received from or created/received by the Business Associate on behalf of the Covered Entity agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI.
- (6) Make available PHI in accordance with rules regarding access of individuals to information under HIPAA.
- (7) Make available PHI for amendment and incorporate any amendments to PHI in accordance with HIPAA.
- (8) Make available the information required to provide an accounting of disclosures in accordance with HIPAA.
- (9) Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created/received by Business Associate on behalf of Covered Entity available to the HHS Secretary for the purposes of determining Covered Entity's compliance with HIPAA. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

## **Security of Electronic PHI**

If applicable, Business Associate shall take reasonable and necessary measures to comply with the Security Rule as set forth in HIPAA, including but not limited to:

- (1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (2) Ensure that any agents or subcontractors who will have access to electronic PHI will also implement reasonable and appropriate safeguards to protect the information.
- (3) Report any security incident of which it becomes aware to the Covered Entity including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## **Uses and Disclosures for the Proper Management or Legal Responsibilities of the Business Associate**

Business Associate may, if necessary, use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, in order to disclose PHI:

- (1) The disclosure must be required by law; or
- (2) The Business Associate must obtain reasonable assurances from the person to whom the information is disclosed that it will be held in a strict and confidential manner and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person must notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## **Data Aggregation Services**

Business Associate will provide data aggregation services as set forth in 45 CFR §164.501, relating to the health care operations of Covered Entity.

## **Right to Audit**

Covered Entity and its representatives shall be entitled, with ten (10) business days prior written notice to the Business Associate, to audit the Business Associate from time to time to verify Business Associate's compliance with the terms of this Contract. The Covered Entity shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Contract. Covered Entity shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with such entity's normal operations.

## **Termination**

Covered Entity may terminate the Contract without penalty or recourse to Covered Entity if Covered Entity determines that the Business Associate has violated a material term of the contract.

At termination of the Contract, the Business Associate shall return or destroy all PHI received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the Business Associate must continue to protect such PHI in accordance with this Contract and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. This provision shall apply to PHI that is in the possession of agents or subcontractors of Business Associate.

## **Further Assurances**

In order to ensure that this Contract is consistent with HIPAA, the Business Associate agrees that this Contract may be modified from time to time upon written notice from Covered Entity to Business Associate as to the revisions required, to make this Contract consistent with HIPAA.

Nothing expressed or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Both Business Associate and Covered Entity agree that the individuals' signatures appearing below have both the legal capacity and authority to enter into a binding contract on behalf of the entities they represent.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

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

Print Agent Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

American National Life Insurance Company of Texas \_\_\_\_\_ Date \_\_\_\_\_

## AGENT ADVANCE AMENDMENT

This Amendment is entered into between \_\_\_\_\_ (hereinafter referred to as "Agent"), American National Life Insurance Company of Texas (hereinafter referred to as the "Company") and \_\_\_\_\_ the recommending and supervisory MGA of the agent (collectively referred to as the "parties"). This Amendment will be effective as of \_\_\_\_\_, 2006.

In consideration of the mutual covenants and promises contained herein, the parties agree to the following terms, conditions and limitations:

*I. Section 6 of the underlying Agent/Broker Contract is amended to include the following language:*

### **Agent Advances:**

The Company agrees to advance commissions to the Agent on the products listed in Exhibit 1 attached hereto. The advances will be paid at the rate and manner shown on Exhibit 2 attached hereto. Advances will be paid on a weekly basis for products submitted to and accepted by the Company. Chargebacks will be made to the Agent's advance account if a sold product terminates for any reason and causes any portion of the advance commission to become unearned.

To qualify for advances the Agent must be recommended by their MGA and be properly licensed in the state or states in which the Agent intends to do business.

### **Advance Charged to Agent Account:**

Each advance made to the Agent, if any, will be charged to the Agent's account with the Company. The Agent grants to the Company a first lien and security interest in all compensation to secure any indebtedness that accrues under this advance Amendment.

### **Agent Repayment Obligation:**

Any advances taken by the Agent under this Amendment must be paid back in full by the Agent, as well as any other charges that may apply, with interest in accordance with Section 9 of the underlying Agent/Broker Contract.

### **Earned Commissions Credit:**

The Company will credit commissions earned in accordance with the terms of the underlying Agent/Broker Contract. No commissions other than the advances described above will be paid to the Agent until the Agent's account with the Company generates an aggregate credit balance.

*II. Section 5 of the underlying Agent/Broker Contract is amended to include the following language:*

**Assignment:**

The Agent agrees not to assign the Agent's account with the Company to a third party as long as the account is in a debit balance position.

*III. Section 9 of the underlying Agent/Broker Contract is amended to include the following language:*

**Offsets:**

The Agent agrees that the Company may use any of the Agent's other accounts with the Company to offset the debit balance in the accounts to which the advances are being charged should the Company determine that earned commissions will not produce a credit balance within a twelve (12) month period of time.

Should the Company determine that action under this section will be insufficient to place the advance accounts in a credit balance position, the Company retains the right to recover such amounts from the MGA whose signature appears below.

**Personal Guarantee:**

The Agent does hereby unconditionally guarantee payment of any and all advances and interest paid in accordance with this Amendment. The MGA unconditionally guarantees payment of any and all advances and interest should The Company fail to recover sufficient amounts from the Agent in satisfaction of the Agent's debit balance.

*IV. Sections 7 and 10 of the underlying Agent/Broker Contract is amended to include the following language:*

**General Provisions:**

The Company reserves the right to discontinue the Advance Program in total or as to any Agent at any time. Furthermore, the Company reserves the right to modify the terms of this Amendment including Exhibits 1 and 2.

*V. Section 11 of the underlying Agent/Broker Contract is amended to include the following language:*

**Legal Action:**

The Company reserves the right to bring legal action to collect the outstanding debit balance, the Company will be entitled to recover additional amounts including attorney

fees, court costs and interest at the rate of 10% per annum from the responsible parties including the Agent and MGA.

**Choice of Law:**

The terms of this Amendment will be interpreted in accordance with the laws of the State of Texas and any actions arising out of this Amendment, or to collect amounts due under this Amendment, or to enforce the terms of this Amendment shall be brought in Galveston County, Texas.

Execution of this Amendment in no way changes, modifies or alters in any manner the provisions of the underlying Agent/Broker Contract to which this Amendment is made a part.

**Agreed to and Approved by:**

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Agent

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Sponsoring MGA

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American National Life Insurance Company  
Of Texas

## **EXHIBIT 1**

The following products are eligible for the Advance program:

CAT ANL-C06-C

CAT H.S.A. ANL-C06H-C

## **EXHIBIT 2**

Advances for the products listed in Exhibit 1 will be paid out as follows:

CAT ANL-C06-C:

CAT H.S.A. ANL-C06H-C:

Advance would be 10 months at the agent level (25%) and would be 237% of the first month's premium to account for present value of future dollars.

## BROKER'S COMPENSATION SCHEDULE

This Compensation Schedule is attached to and made a part of the Broker's Contract with American National Life Insurance Company of Texas as described below. 'Years' are measured from the effective date of any policy listed in this schedule.

First year commissions, renewal commissions and service fees on policies personally produced by You will be paid, as a percentage of premiums actually paid to the Company, as follows:

	First year		Renewal
	Issue Ages 18-58	Issue Ages 59-63	
<b>Catastrophic Complete (all states except DE, NV &amp; UT)</b> (Group Association,ANL-C06-P & ANL-C06H-P) Other Policy Riders	25%	25%	6%
	Same as Basic Policy		
<b>Catastrophic Complete (DE, NV &amp; UT only)</b> (Group Association,ANL-C06-P & ANL-C06H-P) Other Policy Riders	20%	15%	5%
	Same as Basic Policy		
<b>HSA Complete</b> (Group Association,ANL-2004-P)	20%	15%	5%
<b>Major Med Light</b> (Group Association,ANL-2003-PN) Other Policy Riders	20%	15%	5%
	Same as Basic Policy		

\*Amounts payable in the 11th and subsequent years are service fees and are not vested. You must be contracted with the Company at the time service fees become payable in order to receive them.

No commissions or service fees are payable on premium increases due to policy ratings or flat extra premiums.

These commission rates will be applied only to the premium derived from the rate table in effect on the date a policy is issued. Subsequent rate increases **will not** be included as "premium" in renewal years. If at any time the premium decreases as the result of the rate being less than the rate in the rate table in effect on the date the policy is issued, the commission rate will be applied to the decreased premium.



**ANTEX**

American National Life Insurance Company of Texas  
Galveston, Texas

**BROKER'S COMPENSATION SCHEDULE  
MISSISSIPPI ONLY**

This Compensation Schedule is attached to and made a part of the Broker's Contract with American National Life Insurance Company of Texas as described below. 'Years' are measured from the effective date of any policy listed in this schedule.

First year commissions, renewal commissions and service fees on policies personally produced by You will be paid, as a percentage of premiums actually paid to the Company, as follows:

	First year	Renewal
	Issue Ages 18-58	Issue Ages 59-63
<b>Major Med Light</b> (Group Association,ANL-2003-PN)	5%	3%
Other Policy Riders	Same as Basic Policy	1%

\*Amounts payable in the 11th and subsequent years are service fees and are not vested. You must be contracted with the Company at the time service fees become payable in order to receive them.

No commissions or service fees are payable on premium increases due to policy ratings or flat extra premiums.

These commission rates will be applied only to the premium derived from the rate table in effect on the date a policy is issued. Subsequent rate increases **will not** be included as "premium" in renewal years. If at any time the premium decreases as the result of the rate being less than the rate in the rate table in effect on the date the policy is issued, the commission rate will be applied to the decreased premium.



**ANTEX**

American National Life Insurance Company of Texas  
Galveston, Texas

