Licensing and Commissions Transmittal Form

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

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@Corebridgefinancial.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 box if you are the principal/officer of the Corporation: ☐ I am an officer of the Corporation.

Trusted Contact Information

Contact Name & Details: _____

_____

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?	☐	☐
b. Any Misdemeanor?	☐	☐
c. A violation of federal or state securities or investment related regulation?	☐	☐
2. Are you currently under investigation by any legal or regulatory authority?	☐	☐
3. Do you now owe money to any life or health insurance company?	☐	☐
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	☐	☐
b. have you had a salary garnished or had liens or judgments against you?	☐	☐
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?	☐	☐
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?	☐	☐
7. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?	☐	☐
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?	☐	☐
9. Have any of American General Affiliates ever declined to appoint you, refuse to contract you or terminated your contract?	☐	☐
10. Has a bonding company ever denied, paid out on or revoked a bond for you?	☐	☐
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?	☐	☐
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	☐	

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

Corporate License must be submitted. USL does not appoint outside the state of NY.

Please indicate the states in which you want to be appointed. State appointments will be filed on an as needed basis which will be determined by American General. _____

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: _____

Check 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 ***Cannot begin with the number 5** | | | | | | | | | |	Account Number _____	Type of Account ☐ Checking ☐ Savings

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.

I (we) authorize the Company to obtain information and/or reports from a consumer reporting agency or other company(ies) in order to verify, validate and/or authenticate the information and answers presented on this form.

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.

I hereby authorize, consent, and direct American General Affiliates to disclose my name and social security number to Vector One for the purpose of conducting initial and/or periodic commission related debit balance screening(s) through Vector One's Debit-Check service and obtain results concerning existing debit balances, as allowed by state or federal law. I understand American General Affiliates may consider the results of the screening to determine eligibility for appointment and/or advancement of commissions. I further authorize, consent, and direct, upon termination or expiration of my engagement, American General Affiliates to submit information concerning any commission related debit balance owed to American General Affiliates to the Vector One Debit-Check service. I hereby authorize, consent, and direct Vector One to intentionally disclose such information upon a debit commission related debit screening to authorized Debit-Check subscribers who submit an inquiry.

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

Will any New Business be submitted within the next 30 days? ☐ Y ☐ N (check one)

Policy Number: _____ Proposed Insured Name: _____

LIFE BROKERAGE CHANNEL (Required for Set-ups)

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

LIfe Brokerage AGL Commission Level	LIfe Brokerage USL Commission Level
Recruiter/Upline Number: _____ Life First Year Level _____ Life Renewal Level _____ Specialty Products _____ **Override/Productivity Bonus** *Prior Home Office Approval Required (must submit Organization Profile AGLC100809) Level _____	USL Contract Level: ☐ Solicitor ☐ Agent/Producer ☐ GA 2 ☐ GA 1 ☐ GA Recruiter/Upline Number: _____ GA = Set Compensation GA1 = EAP _____% Override _____ % GA2 = EAP _____% Prod = Set Compensation

TRANSACTIONAL MARKETS GROUP (TMG) CHANNEL (Required for Set-ups)

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

Transactional Markets Group AGL Commission Level	
Recruiter/Upline Number: _____ (GIWL) Specialty Products _____ (Other) TMG First Year Level _____ (Other) TMG Renewal Level _____	**Above Street Request** *Prior Home Office Approval Required (must submit TMG Business Plan AGLC111529)

PARTNERS GROUP CHANNEL (Required for Set-ups)

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 # _____

Print name of Recruiting Agency (TIN if pending)

COREBRIDGE FINANCIAL

American General Life Insurance Company
The United States Life Insurance Company in the City of New York
2727-A Allen Parkway
Houston TX 77019
United States

Agency Agreement

RESET

AGENCY AGREEMENT

This Agency Agreement together with all of its annexes, addenda and schedules ("Agreement") is made as of the Effective Date shown on the signature page by and among American General Life Insurance Company ("American General"), an insurance company domiciled in the State of Texas, The United States Life Insurance Company in the City of New York ("US Life" which is collectively referred to with American General as "Insurer"), an insurance company domiciled in the State of New York, and _____ **("Agency**"). Insurer and Agency are together referred to herein as "Parties" and each is individually referred to as a "Party." The representations, warranties, duties and obligations of each of American General and US Life hereunder are several, not joint. For purposes of this Agreement, references to Insurer shall mean each Insurer, i.e. American General and US Life, on an individual basis. No Insurer shall be responsible for the actions (or inactions) of the other Insurer.

This Agreement is for the purpose of arranging for the distribution of certain fixed life insurance products identified on the "Compensation Schedules" attached hereto (collectively "Products") that are issued by Insurer through Agency and/or its Agents (as defined below) who are appointed under applicable state insurance law with Insurer. If Agency is a partnership or corporation, then principal(s) of the corporation must be licensed individually as required pursuant to appropriate state laws.

In consideration of the mutual promises and covenants contained in this Agreement, and subject to the terms and conditions of this Agreement, Insurer appoints Agency and its Agents, to market, wholesale, solicit, and procure applications for the Products and Agency accepts such authorization. This appointment and authorization is not deemed to be exclusive in any manner and only extends to those jurisdictions where the Products have been approved for sale and in which Insurer and Agency (and, if appropriate, its Agents) are licensed as required by applicable regulatory requirements. All provisions herein related to the solicitation and procurement of Product applications shall apply to Agency or its Agents only to the extent of Agency's or its Agents' solicitation and procurement activities, as applicable, and not to marketing and/or wholesaling activities in support of a downline Agency or Agent, which shall expressly exclude any direct Product solicitation, Product recommendation or procurement of Product application.

I. Applicable Rules

A. By executing this Agreement each Party represents that it is in compliance and will remain in compliance with all applicable state and federal laws, regulations, and interpretive guidance of governmental agencies or other regulatory bodies including self-regulatory organizations ("SRO") which are applicable to their respective businesses (collectively "Applicable Rules"), or any cases of noncompliance would have no adverse effect upon the Party's ability to execute, deliver and perform its obligations hereunder or result in liability of any kind to the other Parties or their affiliates. In addition, Agency and its Agents shall comply with Insurer's policies and procedures, which are provided to Agency, including any manuals, agency updates, instructions, and directions communicated to Agency. The policies and procedures may be amended or modified by Insurer at any time, in any manner, and without prior notice.

B. [RESERVED]

II. Solicitation; Marketing; and Agency Licensing/Appointment and Supervision

A. Licensing and Appointment.

1. Agency shall be appointed to solicit Product applications and may recruit and recommend for appointment insurance salespeople or other general agents that may recruit insurance salespeople (collectively, "Agents"). Agency shall ensure all Agents are licensed, qualified, and suitable for appointment and may represent Insurer in connection with the marketing, solicitation, and sale of Products. Insurer reserves the sole right to not appoint or contract a particular Agent, or to terminate such appointment or

contract at any time. Agency represents that the information contained in each Agency and Agent application for appointment shall be true and accurate, to the best of Agency's knowledge, as of the date that such application is submitted to Insurer. Agency shall notify Insurer within twenty (20) business days of any: (1) material changes in the information set forth in an Agency's or Agent's application for appointment; (2) inquiries or disciplinary actions initiated against Agency or any Agent by regulatory bodies or SROs in relation to this Agreement; (3) cancellation, material modification or non-renewal of Agency's liability insurance coverages; or (4) any insurance regulatory inquiries, investigations or complaints relating to the sale of the Products.

2. Agency and its Agents shall conduct business only in those jurisdictions in which Agency and its Agents are licensed by the appropriate regulatory authorities in accordance with Applicable Rules. Agency and its Agents will also be appointed with Insurer in accordance with Applicable Rules. If Agency is operating a call center and utilizes an insurance licensed principal to supervise sales and sign applications, Agency must notify Insurer of the actual soliciting Agent and represent that such soliciting Agent is insurance licensed and appointed with Insurer prior to any representation of Products. Agency agrees to immediately notify Insurer in the event any license of Agency and/or Agent is terminated or not renewed for any reason.

3. [RESERVED]

B. Background Check.

1. Insurer will conduct a background check for Agency and/or Agents appointed by it. By submitting itself or an Agent for appointment, Agency represents and warrants that it and its Agents are trustworthy and qualified to act as an insurance agent for Insurer. Agency also represents and warrants that Agency and/or its Agents have not been (or is not aware that its Agents have been) convicted of any felonies or misdemeanor arising out of conduct involving embezzlement, fraudulent conversion or misappropriation of funds or securities, or involving violations of the Federal Violent Crime Control and Law Enforcement Act of 1994 (Sections 1033 or 1034 of Title 18 of the United States Code or any subsequent amendments thereto). Should Agency at any time, while this Agreement is in effect, be (or become aware that its Agents have been) convicted of a criminal felony involving dishonesty or breach of trust, Agency agrees to immediately notify Insurer in writing of the felony conviction. Agency understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 may result in disciplinary action up to and including termination for cause by Insurer.

2. [RESERVED]

C. Solicitation.

1. Agency and/or its Agents shall actively solicit and present to Insurer for acceptance applicants for Products. Requests to purchase a Product shall be taken only on preprinted application forms supplied by or through data entry systems approved by Insurer. The contract forms, applications and supporting documentation are the sole property of Insurer. Agency and/or its Agents will ensure that all application information will be accurate to the best of its knowledge and can be relied upon by Insurer. All applications are subject to acceptance by Insurer at its sole discretion.

2. Agency will ensure that it and its Agents accurately represent the Product, though Agency and its Agents may rely on the accuracy of Product information provided by Insurer. Agency and its Agents shall not misrepresent, provide incomplete comparison, omit material information, or use other methods that will result in an inaccurate representation of the Product. Agency and its Agents will not induce Product owners or owners of other companies' insurance products to convert, lapse, forfeit or replace his or her Product unless such recommendation is suitable and in the particular owner's best interest.

D. Premium. Agency or its Agents shall take Product premium only in forms acceptable to Insurer. The Parties further acknowledge that any premium received by Agency or any Agent shall at all times be the property of Insurer. Agency acknowledges that if any premium is held at any time by it or its Agents:

(i) Agency or its Agents shall segregate such premium from its own funds and will provide upon reasonable request an accurate and verifiable accounting of all such premium to Insurer, and (ii) Agency or Agent shall promptly remit such premium to the lock box or other place designated by Insurer for receipt of premium.

Agency or its Agent shall not: (1) collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments other than initial premium pursuant to Insurer's policies and procedures; (2) deposit any cash or negotiable instruments representing payment of any premium including the initial premium except as otherwise instructed by Insurer; or (3) directly or indirectly provide as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy.

E. Contract Delivery.

1. Unless otherwise agreed to in writing, upon issuance of a Product contract, policy, or certificate of insurance ("Contract") by Insurer, it shall be the obligation of Agency and/or its Agent to, upon its receipt of such Contract, promptly deliver such Contract to its owner. For purposes of this provision, "promptly" shall be deemed to mean not later than five business days or such shorter period as is reasonable under the circumstances, from the time of receipt of the Contract from Insurer.

2. Agency and/or Agent will not deliver or cause to be delivered any Contract if Agency and/or its Agents, know the applicant to be in poor health in accordance with Insurer's underwriting rules. Insurer's underwriting rules include a prohibition against delivery of a policy if there has been a change in the applicant's health unless delivery is approved by Insurer's Underwriting Department.

F. Sales Documents and Names/Logos.

1. Sales Documents and Premium. All applications and forms, Marketing Materials (as defined below), books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by Agency or Agent in any transaction involving Insurer and any other personal property furnished by Insurer ("Sales Documents") shall remain property of Insurer, shall be open to inspection by Insurer at all times, and shall be returned to Insurer at termination of this Agreement along with all uncollected premium receipts and undelivered Contracts sent to Agency or Agent for delivery and collection. Agency and Agents shall not modify, amend, or alter the Sales Documents and other documents supplied by Insurer regarding the Products. Agency and Agent shall only utilize Sales Documents and/or other documents approved by Insurer in connection with the solicitation of Products.

2. Marketing Materials. Agency and/or Agent warrants that it shall not use any written, electronic (including illustrations or software programs) or audiovisual material (including prepared scripts for oral presentations) to create interest in Insurer or the Products ("Marketing Materials"), unless such Marketing Material has been provided by, or approved in writing in advance of such use by, the Insurer. Insurer shall ensure that the Marketing Materials are materially accurate. Marketing Materials shall only be provided to a downline Agency, Agent, prospective insured, and/or prospective contract owner in identical form to that which has been previously approved by Insurer and may not be altered in any manner prior to dissemination or distribution. In addition, Agency or its Agents acknowledges that it is obligated not to distribute or make available to customers any information furnished to Agency or Agent that Insurer marked "For Agency Use Only" or that otherwise indicates that it is confidential or not intended to be distributed to customer.

3. Use of Names and Logos. Subject to the provisions in this Subsection F, Agency and its Agents are authorized to use Corebridge Financial names, trademarks, service marks, logos or identifications and/or company names only in connection with the solicitation, sales, and servicing of Products and only after having obtained prior written approval for each such use ("Corebridge Financial Marks"). Corebridge Financial Marks refers to company, marketing and product names and/or other symbols or logos that contain the term "American General Life Insurance Company," "American General," "The United States Life Insurance Company in the City of New York," "US Life," "Corebridge," "Corebridge Financial Annuity," "Corebridge Financial" or similar names. Agency's authority to use Corebridge Financial Marks shall

automatically terminate upon termination of this Agreement. By using the Corebridge Financial Marks, Agency and its agents agrees to Insurer's Co-Brand Guidelines, and provide Insurer with samples of trademark use, upon request from Insurer. Further, Agency and its agents will obtain Insurer's approval to engage in external advertising or additional rights using Corebridge Financial Marks.

All goodwill associated with use of the Corebridge Financial Marks by Agency or its agents shall inure solely to the benefit of Insurer. Agency and its agents agree to (i) not register any of the Corebridge Financial Marks as domain names, social media handles or trademarks; (ii) not to make any changes to the style, font, size, design, or other features of the Corebridge Financial Marks, except as set forth in the Corebridge Financial Co-Brand Guidelines or approved in writing in advance by Insurer; and (iii) not to challenge the title or validity, or oppose or cancel, the Corebridge Financial Marks.

Agency acknowledges that Insurer may terminate this trademark license for any reason immediately upon notice, in Insurer's sole discretion. Upon termination, Agency agrees to remove the Corebridge Financial Marks from Agency's operating system, within five (5) business days after receiving the termination notice. Additionally, this trademark license shall immediately terminate upon the termination of all selling or agency agreements between the parties.

Neither Party may use the names, trademarks, service marks, logos or identifications ("Marks") of the other Party or its parent, affiliate or subsidiaries except as otherwise consented to by the other Party in writing. The Parties further acknowledge and agree that they shall not acquire any ownership rights whatsoever in any Marks of the other Party.

Insurer may assign any of its rights or delegate any of its obligations under this trademark license, without Agency's consent. Agency or its agents shall not assign any of its rights or delegate any of its obligations under this trademark license, without the prior written consent of Insurer. Any purported assignment by Agency or its agents shall be null and void.

G. Authority of Insurer.

No person other than Insurer has the authority to (i) waive or modify any provision with respect to any Product or Product Contract; (ii) extend the time for payment of any premiums; (iii) accept notes for payment of premium; (iv) contract or incur any debt obligation or other liability in the name or on behalf of Insurer, or otherwise bind Insurer in any way; (v) reinstate any terminated Products or Product policies, contracts or certificates; (vi) make, alter or discharge any policy form and/or administrative form of Insurer; (vii) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Insurer; (viii) institute or file any response to any legal proceeding in connection with any matter pertaining to the Products on behalf of Insurer without its prior written consent; or, (ix) act as Insurer's agent for service of process without written consent of Insurer.

H. Suitability; Standard of Care.

Neither Agency nor its Agent shall make a recommendation to purchase or related to in-force management of Products unless the purchase or transaction is suitable for (or, where applicable, in the best interest of) the customer in accordance with Applicable Rules ("Applicable Standard of Care"). Additionally, Agency shall not engage in practices that create conflicts of interest for downline independent agents that are inconsistent with the independent agent's obligation to comply with the Applicable Standard of Care.

I. Agents Supervision and Relationships. Agency is responsible for ensuring that Agents: (i) are fully informed as to the provisions and benefits of the Products, (ii) represent Products adequately and fairly to customers and prospective customers, (iii) comply with Applicable Rules, (iv) comply with all policies and procedures of Insurer, and (v) abide by all the terms and provisions of the Products and only solicit Products covered under a Compensation Schedule hereto.

Agency hereby agrees to promptly notify Insurer in writing: (i) if Agency's relationship with Agent is terminated; (ii) of any known or alleged misappropriation of funds by Agency or Agent regardless of whether such known or alleged misappropriation is with respect to funds of Insurer or any other person or company; (iii) if Agency's or an Agent's insurance licensing status lapses or is under any investigation or is terminated by any state.

Upon request, Agency shall furnish to Insurer such appropriate records or documents that evidence compliance with this provision, including verification certificates in a form satisfactory to Insurer.

J. Expenses. Agency is responsible for its own expenses under this Agreement, including but not limited to (i) rentals, office facilities, postage, advertising, and travel expenses; (ii) transportation; (iii) employee and clerical salaries, benefits, and expenses; and (iv) Agency and/or Agent's fees, countersignature fees, state and local license fees, and other licensing expenses (other than appointment fees). The Parties agree that Insurer is not responsible for Agents' expenses.

III. Records, Audit, and Investigations

A. Accurate Records & Audit.

1. Agency and its Agents shall keep accurate and complete records and accounts of all business and transactions completed pursuant to this Agreement (including but not limited to relevant customer information, such as any suitability or standard of care information requested and received from applicants, and copies of any Marketing Materials, including any illustrations in identical form as delivered to the prospective contract owner, and the manner and extent of distribution of Marketing Materials). If Agency and its Agents are licensed and appointed to solicit Products in the State of New York, the records relating to Products issued in New York shall be maintained in accordance with New York Insurance Regulation 152.

2. For such time as may be required under Applicable Rules, but in no event less than the term of this Agreement and for ten years thereafter, Insurer has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to visit, inspect, examine, audit and verify, at Agency's offices or elsewhere, by any person designated by Insurer, any of the properties, accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of Agency relating to the business covered by this Agreement and to make copies thereof and extracts there from.

B. Complaints, Investigations and Examinations. Agency shall promptly notify Insurer of (i) any complaint related to Insurer or its Products, (ii) any violation by Agency or its Agents of any law, regulation or rule in connection with soliciting or servicing any Product, (iii) any disciplinary proceedings that have been threatened or instituted against any of its Agents soliciting sales of any Product, or (iv) notice of any regulatory inquiry, investigation or proceeding or any lawsuit or claim received by Agency or any Agent relating to, in each case, any Product or any activity undertaken in connection with this Agreement. Agency shall transmit to Insurer by certified mail or overnight delivery, within twenty-four (24) business hours after receipt, any documents served upon Agency or Agency's employees in connection with any legal proceedings against Insurer. Insurer and Agency shall each cooperate fully in any inquiry, investigation or proceeding arising out of or in connection with transactions contemplated by this Agreement, including any regulatory inquiry, investigation or proceeding or judicial proceeding arising out of or in connection with the Products.

IV. Products and Commission

A. Agency shall receive compensation based upon the relevant Compensation Schedule(s) (also called Commission Schedules) for Products that is in effect at the date the first full premium is received by Insurer. All Compensation Schedules and amendments thereto are hereby made part of this Agreement. Compensation Schedules are subject to change at any time in Insurer's sole discretion, but no such change shall affect commission on any policy or contract prior to the effective date of the change.

To receive compensation related to solicitation by an Agent, the Agent must be included in Agency's downline in Insurer's records and the Agent must be listed as the agent of record on the Contract. Disputes respecting commission shall be subject to decision and settlement by Insurer and Insurer's decision shall be final and binding upon the parties involved.

All compensation shall be paid as it accrues, except that all compensation payments are subject to Insurer's policies and procedures on minimum payments; no payments will be made once commissions owed to Agency fall below the required minimum.

B. In no event shall Insurer be liable for the payment of any commissions or other compensation with respect to any solicitation made, in whole or in part, by any person not in compliance with applicable licensing and appointment requirements. Under no circumstances shall Insurer be liable for the payment of any commissions or other compensation with respect to any solicitation which occurred, in whole or in part, in a jurisdiction where the Product was not approved for sale.

C. Insurer shall not be obligated for the payment of commissions or other compensation for a Product if it is determined by Insurer, that Product would not have been issued except for a misrepresentation or omission by Agency or any Agent, even if such Product is not rescinded. In this instance, 100% of the commission or other compensation paid on that Product will be considered unearned and will be returned to Insurer upon demand or, in the absence of such demand, charged back to the recipient of the commission or other compensation.

D. In no event shall Insurer incur obligations under this Agreement to issue any Products, provide benefits under any features offered by any such Products or pay any commission or other compensation in connection therewith if the Product contract owner has exceeded any specified maximum age limitations when the Product application was accepted. With respect to such Products where there has been a misstatement of age and/or inadvertent issuance to an over age owner, the full commission or other compensation paid by Insurer will be unearned and shall be returned to Insurer upon demand or, in the absence of such demand, charged back to the recipient of the commission or other compensation.

E. Initial and/or subsequent premium that exceed, or that cause all Product(s) owned by the same contract owner to exceed the dollar amount(s) specified in Insurer's policies and procedures ("Large Case Purchase Payment") require pre-approval by Insurer. Insurer reserves the right to reject any such initial or subsequent premium or may accept such premium under terms communicated to Agency but decided in Insurer's sole discretion.

F. Compensation for the sale of any Product issued by Insurer that is a renewal, exchange, replacement or otherwise converted from any other Product previously issued by Insurer or any affiliate shall be paid according to Insurer's policies, in its sole discretion.

G. Indebtedness.

1. Agency shall pay Insurer in full for any indebtedness to Insurer arising under this Agreement. To secure any and all present and future indebtedness of Agency to Insurer, Agency hereby pledges, assigns, and grants to Insurer a security interest in, a first lien upon, and rights of set-off and recoupment against all compensation due to Agency from Insurer. In the event that Agency is indebted to Insurer, Insurer shall have the right, at any time, to deduct such indebtedness from any and all compensation due to Agency from Insurer, at the sole option of Insurer. In addition, Agency hereby gives Insurer the right to perfect the security interest granted in this provision against compensation due Agency from Insurer and agrees that it shall not pledge, hypothecate, or otherwise grant to a third-party the right to place a lien on any compensation due Agency from Insurer without Insurer's prior written consent.

2. Agency shall be responsible for any indebtedness owed to Insurer by Agency and its Agents. Except as otherwise agreed to in writing between Insurer and Agency, any indebtedness owed to Insurer by Agents will be immediately due and payable without demand and be offset against any compensation due Agency from Insurer.

3. The indebtedness of either Agency or its Agents to Insurer shall include, but shall not be limited to, unearned commissions and overrides, any and all chargebacks related to commissions or overrides, or other compensation paid or credited to or received by either Agency or its Agents for policies or contracts of Insurer that lapse or for which the full premium is not paid for any reason or returned pursuant to a freelook. The term indebtedness also includes, but is not limited to, financing arrangements and any other debts to Insurer of Agency or its Agents in connection with this Agreement if the same are not repaid in accordance with Agency's contract with Insurer regarding the same.

V. Indemnity

A. Insurer shall indemnify, defend and hold harmless Agency, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all losses, expenses, claims, lawsuits, proceedings, damages and liabilities, joint or several, as incurred (including any costs of investigation and legal expenses and any amounts paid in settlement of any action, suit or proceeding of any claim asserted) (each a "Claim" or collectively "Claims") to a third-party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by Insurer or its employees or representatives, including but not limited to independent contractors engaged by Insurer to perform any of its duties under this Agreement, (ii) any breach by Insurer of any of its representations, or obligations under this Agreement, and (iii) any violation of Applicable Rules by Insurer.

B. Agency shall indemnify, defend and hold harmless Insurer, and its affiliates including, but not limited to, its directors, officers, partners, associates, agents, employees, attorneys and representative of any of the foregoing, from and against any and all Claims to a third-party which result from, arise out of or are based upon any allegation in connection with this Agreement or the Products or services provided hereunder involving: (i) any negligence, error, omission, misconduct or other unauthorized act by Agency or its Agents, employees or representatives, including but not limited to independent contractors engaged by Agency to perform any of its duties under this Agreement, (ii) any breach by Agency or its Agents of any of its representations, or obligations under this Agreement, (iii) any breach by Agency or its Agents of Corebridge Financial Marks, Co-Brand Guidelines or Marketing Materials; and (iv) any violation of Applicable Rules by Agency or its Agents and (iv) compensation or commissions payable to a Solicitor in Agency's hierarchy.

C. If any claim for indemnification under this Section V is made and the party seeking indemnification ("Indemnitee") shall provide prompt written request for indemnification (the "Claims Notice") to the party that owes indemnification obligation ("Indemnitor"),''and the Indemnitor shall provide a written acceptance or rejection of such request within ten (10) business days after its receipt of the Claims Notice. If the Indemnitor fails to respond to the Claims Notice within such ten-day period or refuses to defend the claim as required by this Section V, the Indemnitee may resist the claim and/or settle or otherwise pay the claim; provided, however, that the Indemnitee shall advise the Indemnitor of its intent to settle or pay the claim prior to doing so. The Indemnitor shall pay all fees and costs incurred by the Indemnitee arising out of or relating to such settlement or payment.

VI. Termination

A. This Agreement shall continue for an indefinite term, subject to the termination by any Party hereto upon 30 days prior written notice (a "Termination Notice") to the other Parties hereto. The Termination Notice shall state the effective date of termination (the "Termination Date"), which shall be a date no earlier than 30 days after the date on which the Termination Notice was delivered to the non-terminating Parties.

B. This Agreement shall automatically terminate upon death or dissolution of Agency. In the event this Agreement is terminated by death or dissolution, all compensation related to life insurance Products shall continue to be paid as it accrues subject to the terms of the Compensation Schedule and this Agreement.

If Agency is an individual, in the absence of a properly executed beneficiary designation on file with Insurer, all such payments, if any, shall be made to the surviving spouse or, if there is no surviving spouse, to Agency's estate. Should payments be made to the surviving spouse who dies subsequently, remaining payments will be made to the surviving spouse's estate. If a partnership or corporation, all such payments will continue to be made to the partnership or corporation until a principal officer or partner give written directions to make payments elsewhere.

C. Insurer may terminate this Agreement effective immediately when Agency or its Agents: (a) materially breach a provision of this Agreement or (b) fail to timely and fully comply with Insurer's rules, manuals, and/or directives, including but not limited to circumstances where Agency or its Agents (1) misapplies, misdirects or misappropriates premium or funds received under the Agreement, (2) fails to remit promptly funds due to Insurer, contract owners, or applicants; (3) endeavors to induce agents of Insurer to leave its services or Agency and/or its Agent systematically induces contract owners of Insurer to relinquish their policies; or (4) materially prejudices the interest of Insurer or commits a fraud on Insurer.

D. This Agreement shall terminate without further action on the part of any Party hereto under the following circumstances:

1. Agency's required insurance or securities licensing is suspended, revoked, or not renewed;

2. Upon the filing of a petition in bankruptcy or for reorganization by another Party; or

3. Agency or any of its principal officers are convicted of a felony or of violation of the securities or insurance laws or regulations of any jurisdiction or of any law which violation reflects adversely upon the honesty and integrity of Agency or any of its principal officers.

E. If this Agreement is terminated pursuant to Section VI(C) or VI(D), Agency's right to receive compensation that is due and payable on or after the termination date pursuant to any Compensation Schedule shall immediately cease.

F. Insurer shall have the right to establish minimum production and persistency standards as a requisite to Agency maintaining this Agreement or its Agents maintaining their appointments with Insurer. Insurer shall be free to amend such standards at its sole discretion.

G. If an Agent's compensation is paid through Agency and Agency is terminated for any reason, Insurer is authorized to pay directly to such Agent any compensation due in accordance with the terms of such Agent's contract with Insurer. Agency agrees to release, indemnify, and hold harmless Insurer and Insurer'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 payments of compensation made by Insurer to Agents pursuant to this Section.

VII. Survival of Provisions Post-Termination

Upon termination of this Agreement, all authorizations, rights and obligations under this Agreement shall terminate and cease to be in effect, except for the following provisions: Section II (Solicitation; Marketing; and Agency Licensing/Appointment and Supervision) with respect to any Product contract, policy or Contract issued or sold hereunder prior to termination, Section III (Records, Audit, Investigations), Section IV(G) (Indebtedness), Section V (Indemnity), Section VI (Termination), Section IX (Confidentiality), Section X (C) (Insurance), and Section X(G) (Choice of Law/Venue).

VIII. Anti-Money Laundering

A. Each Party represents and warrants that it has developed and implemented a written anti-money laundering program ("AML Program") reasonably designed to achieve and monitor compliance with the Applicable Rules, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act and applicable

regulations thereunder, as well as regulations administered by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"), as further described below.

B. Agency's AML Program must include the following elements: (1) policies, procedures, and controls that are tailored to Agency's business; (2) designation of a compliance officer to administer and oversee the AML Program; (3) employee and Agent training, in compliance with the USA Patriot Act and the Bank Secrecy Act; (4) an independent audit function to test the effectiveness of the AML Program; (5) a Customer Identification Program adopted pursuant to Section 326 of the USA Patriot Act; (6) provisions for the filing of all necessary anti-money laundering reports, including currency transaction reports and suspicious activity reports; (7) provisions for screening of all new and existing customers against the OFAC list and any other government list that is or becomes required under the Bank Secrecy Act; and (8) provisions to allow appropriate examiners and regulators to examine information, books, and records maintained by Agency in connection with its AML Program.

C. The Parties acknowledge that Insurer has established an AML Program. As permitted by applicable AML regulations, the Parties acknowledge that Insurer will rely on Agency to, and Agency agrees to, (1) verify and identify each customer's identity and the source(s) of funds to be used to purchase Products and (2) provide appropriate AML training to the Agents involved in the solicitation, sale, and/or servicing of the Products. Agency agrees to provide to Insurer, upon request, written verification of the AML training. If written verification is not timely provided, Insurer may suspend payment of compensation until such verification is received. If Agency fails to comply with any directives received from Insurer regarding AML compliance, Insurer reserves the right to refuse to process business submitted by Agency until Agency complies with the directives.

IX. Confidentiality, Privacy, and Information Security

A. Definitions.

1. "Information Systems" means any computer, computer network, computer application, imaging device, storage device or media, mobile computing device, or any other device, application, program, or other information technology that contains or accesses Confidential Information.

2. "Personal Information" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly with a particular individual or household accessed by a Party in connection with the performance of its obligations under the Agreement, including, but not limited to, (a) an individual's name, address, e-mail address, IP address, telephone number, (b) the fact that an individual has a relationship with Insurer and/or its parent, affiliated or subsidiary companies, (c) an individual's account information, and (d) any other information protected by Privacy and Security Laws.

3. "Privacy and Security Laws" mean all applicable laws and regulations, as amended or re-enacted from time to time, applicable to Agency or Insurer, pertaining to the security of Confidential Information and Information Systems and the protection or privacy of Personal Information.

4. "Representatives" means any of Insurer's Affiliates, Agency's Affiliates, or consultants, third party service providers, attorneys, actuaries and auditors that assist Insurer or Agency or any of Insurer's Affiliates or Agency's Affiliates in the Purpose.

B. Confidential Information. All terms and conditions of this Agreement and any materials or other information, including any Personal Information, provided in connection herewith (including, without limitation, any renewal information and any materials or other information provided during an inspection of Insurer's books and records), together with all analyses, compilations, data, studies or other documents or records prepared by or on behalf of Insurer (or its Affiliates) or Agency (or its Affiliates) that contain, otherwise reflect or are generated or derived from such materials or other information (collectively, the "Confidential Information"), shall be kept confidential by the parties as against third parties.

C. Permitted Use. Each Party and their Representatives shall be permitted to access, use, transmit, store, and otherwise process, as applicable, the Confidential Information and, provided access is specifically granted by the other Party, any Information Systems of the other Party only for purposes relating directly to a Party's rights and obligations under this Agreement, including the Party's own internal administration, risk management, regulatory compliance and accounting purposes (the "Purpose"). Agency and its Representatives shall not disclose, transfer, or otherwise make available Confidential Information to any third party in exchange for monetary or other valuable consideration. Each Party is an independent business or data controller and nothing in this Agreement is intended to create a business-services provider or joint controller relationship.

D. Third Party Providers. Subject to the foregoing Paragraph, each Party shall be permitted to disclose any Confidential Information to its Representatives, and to government and regulatory authorities having jurisdiction over it, provided the Party advises such parties of the confidential nature of the Confidential Information, including the sensitive nature of any Personal Information to be provided, and the obligations of such parties to maintain confidentiality, privacy, and information security in accordance with the terms hereof. Each Party shall be responsible for any breach of these obligations by any of its Representatives.

E. Excluded Information. The Parties shall also be permitted to disclose Confidential Information, other than Personal Information and data pertaining to the information security of the other Party, that: (1) is properly in the possession of the Party at the time of disclosure without any obligation of confidentiality attaching thereto; (2) is or becomes available to the general public without breach of this Agreement; (3) is disclosed to the receiving Party on a non-confidential basis by another source without breach of any contractual, legal, fiduciary or other obligation with or to the disclosing Party that is known or should have been known to the receiving Party; or (4) is independently developed by the receiving Party without use of or reliance upon the Confidential Information. Information obtained, derived or available from sources known to include illicit data, such as the "dark web," do not meet the requirements of the exceptions in (1)-(4) above.

F. Required Governmental Disclosures. Nothing herein shall prohibit either Party from disclosing this Agreement and any Confidential Information provided in connection herewith pursuant to, a self-regulatory authority, a valid court order or a governmental directive requiring disclosure (each a "Governmental Directive"), or from making any other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. You do not need the Company's prior authorization and you are not required to notify the Company. With respect to any disclosure made pursuant to this Paragraph, the disclosing Party (or any of its Representatives) agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is necessary under applicable law.

G. Compliance with Laws. Each Party shall comply with its obligations under Privacy and Security Laws and shall cooperate with the efforts of the other Party to comply with such laws.

H. Disclosures. Each Party agrees that, to the extent it discloses Personal Information to the other Party, such disclosure shall be in accordance with Privacy and Security Laws. Each Party also agrees that it shall not disclose such Personal Information received by or on behalf of the other Party for monetary or other valuable consideration.

I. Comprehensive Security Program. Each Party shall maintain a comprehensive information security program designed to protect the confidentiality, integrity and availability of Information Systems and to protect all Confidential Information from unauthorized use, alteration, access, acquisition, processing, disclosure or loss. The information security program shall, at a minimum, comply with the requirements of Privacy and Security Laws and, in particular, shall include: (i) written policies and procedures, which shall be periodically assessed and revised to address changes in risks and the effectiveness of controls; and (ii) technical, administrative, physical, organizational and operational controls that are appropriate to the information security risk and consistent with industry best practices as they evolve over time, including, as appropriate, encryption of Confidential Information at rest and in transit, controls to limit unauthorized access to Information Systems and Confidential Information, and the use of multi-factor authentication when accessing any Information Systems from outside such Information System's network.

J. Security Incident. Agency shall promptly, and at least within forty-eight (48) hours of becoming aware of any actual or reasonably suspected unauthorized or unlawful use, processing, alteration, access, disclosure, loss or unavailability of Confidential Information or Information Systems ("Security Incident") (to the extent that Insurer's Information could reasonably be expected to be impacted thereby), notify Insurer of such Security Incident in writing and shall cooperate with Insurer, as applicable, to investigate and respond to such events. Agency shall reimburse Insurer, as applicable, for reasonable costs incurred by Insurer to the extent the Security Incident results from Agency's breach of this Article IX or of Privacy and Security Laws.

K. No License. The receiving Party agrees that any written Confidential Information provided by or on behalf of the disclosing Party in connection herewith shall at all times remain the sole property of the disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in such material disclosed to the receiving Party.

L. Equitable Relief. Agency hereby acknowledges and agrees that money damages may be both incalculable and an insufficient remedy for any breach of this Article by Agency or its Representatives and that any such breach may cause Insurer irreparable harm. Accordingly, Insurer shall be entitled to seek equitable relief, including, without limitation, injunctive relief and specific performance, in the event of any breach of the provisions of this Article by Agency or its Representatives, in addition to all other remedies available at law or in equity.

M. Audit. For the term of this Agreement and for two years thereafter, Insurer has a right, with prior notice and as it reasonably considers necessary to protect its interests and property, to conduct a security assessment of Selling Entities cybersecurity practices and Information Systems.

N. Information Received in Error. If Confidential Information, which is not necessary for the purposes of this Agreement, is received by one Party from the other Party in error, the other Party shall promptly return or destroy the original and all copies of the same and certify in writing to the requesting Party that the Confidential Information has been returned or destroyed.

O. Return or Destruction of Confidential Information. At the earlier of the termination of this Agreement or upon a Party's written request for the return, deletion, or destruction of its Confidential Information, the other Party or Parties, as the case may be, will promptly return the original and all copies of the Confidential Information or delete or destroy such Confidential Information and certify in writing to the requesting Party that the Confidential Information has been deleted or destroyed; provided however, that each Party may retain Confidential Information in its possession necessary to service its customers or as required by applicable law. Upon termination of this Agreement, this Section (Confidentiality, Privacy, and Information Security) shall survive.

X. General Provisions

A. Amendment. Except as expressly provided herein, no amendment to this Agreement shall be effective unless set forth in writing and signed by all the Parties hereto. Notwithstanding the foregoing:

1. Compensation Schedules hereto adopted pursuant to Section V may be amended or modified by Insurer through communications of any such amendment to Agency.

2. In the event of a change in state or federal law or applicable regulation, Insurer may amend this Agreement as necessary to comply with such change in the law or regulation. The Parties agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date. Any such communication concerning amendments under Section X(A)(1) and X(A)(2) above may include, but is not limited to, posting of amendment information on Insurer's websites or other means of making such information known or available to Agency and its Agents.

B. Addresses for Notice. Any communication or notice pursuant to this Agreement shall be in the form of a written or facsimile message and be delivered to the addresses set forth on the signature pages hereto or such address as communicated by a Party in writing to the other Parties subsequent to the Effective Date of this Agreement, and shall be deemed delivered and treated as effective (i) when delivered, if delivered in person (by hand or by messenger) (ii) on the fifth (5th) day after mailing, if mailed pursuant to United States first-class mail (or any express mail service), postage prepaid, or (iii) upon transmittal if in the form of an email or facsimile (if confirmed by transmittal).

C. Insurance.

1. For as long as this Agreement is in force, Agency and each of its Agents will also maintain Errors & Omission ("E&O") coverage of at least $1,000,000 per incident and with a deductible of not more than $50,000. E&O coverage shall be maintained at Agency and/or Agent's expense and shall be placed with an insurer with an A minus or better rating from A.M. Best. This is a minimum requirement only and does not diminish any of Agency's indemnification obligations under Section V.

2. Agency acknowledges that Insurer may require evidence that E&O coverage is in force and Agency shall promptly give notice to Insurer of any notice of cancellation or change of coverage. Agency shall assign any proceeds received from the E&O companies to Insurer to the extent of Insurer's loss due to activities covered upon resolution of the matter. If there is any deficiency, Agency will promptly pay Insurer that amount on demand to satisfy any deficiency and the costs of collection.

D. Independent Contractor. Agency and Agents and representative are independent contractors for Insurer.

E. Assignment. No assignment of this Agreement (whether by operation of law or otherwise) or of commissions or other payments under this Agreement by Agency shall be valid without the prior written consent of Insurer. If Agency delegates or subcontracts with another third-party to perform any of Agency's obligations under this Agreement, Agency shall remain fully responsible and liable for all obligations performed by such third-party to the same extent as if such obligations were performed by Agency. Upon written notice to Agency, Insurer may transfer the Agreement to an affiliate via assignment and/or novation and such affiliate shall assume the rights and obligations of Insurer, as applicable, upon the date specified in such notice.

F. Severability/Entire Agreement. To the extent this Agreement may be in conflict with Applicable Rules, this Agreement shall be construed in a manner not inconsistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement. This Agreement, together with the annexes and schedules hereto, constitutes the entire agreement of the Parties hereto, and supersedes all prior agreements and undertakings, both written and oral, among the Parties hereto with respect to the subject matter hereof and thereof.

G. Choice of Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Venue for any action between the Parties shall be Houston, Texas.

H. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, constitute an agreement binding on all Parties notwithstanding that not all Parties are signatories to the same counterpart.

I. Waiver. The failure of a Party to insist on strict compliance, or to exercise any right or remedy under this Agreement shall not constitute a waiver of any rights contained herein or stop the Parties from thereafter demanding full and complete compliance or prevent the Parties from exercising such remedy in the future.

J. Contacting of Contract Owners and Others. The Parties agree that any Party may contact by mail or otherwise, any customer, or agent, account executive or employee of a Party or other individual acting in a similar capacity if deemed appropriate by that Party, in the course of normal customer service for existing

Contracts and accounts or as required by law. The term "customer" shall include certificate holders under a group Contract.

K. Headings. The captions or headings of this Agreement are for convenience and ease of reference only. They will have no effect on the meaning or interpretation of any provision of this Agreement.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, this Agreement, dated _____ ("Effective Date"), has been executed by duly authorized representatives of each Party as follows:

Instructions: If Agency is an entity, write the legal name of the entity on the Entity Name line for Agency below. In this case, the signatory for Agency is signing as an individual insurance agent and on behalf of the entity as an authorized representative and principal insurance agent of the entity. Include both the Tax Identification Number (TIN) of the entity and the Social Security Number of the authorized representative below.

"AGENCY/AGENT": Send mail to:

Entity/Agent Name**:** _____ _____

Tax ID/SSN of Entity/Agent : _____ _____

Agent Signature: _____ _____

For Entity:

Authorized Representative Name: _____

Authorized Representative Signature: _____

Authorized Representative's SSN:_____

Date: _____

"INSURER":

AMERICAN GENERAL LIFE INSURANCE COMPANY Send mail to:
Chief Distribution Officer
Corebridge Financial

By: _____

NAME: _____

TITLE: _____

DATE: _____

2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

With a copy to (which shall not constitute notice):
General Counsel
Corebridge Financial
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997

"INSURER":

THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK

By: _____

NAME: _____

TITLE: _____

DATE: _____

Send mail to:
Chief Distribution Officer
Corebridge Financial
2929 Allen Parkway, 35th Floor
Houston, TX 77019-2128

With a copy to (which shall not constitute notice):
General Counsel
Corebridge Financial
21650 Oxnard Avenue, Suite 750
Woodland Hills, CA 91367-4997

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

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.

Sign Here	**Signature of U.S. person**	**Date**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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*. You may also get this form by calling 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/EIN*. Go to *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* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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), ABLE 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[1]
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[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Corebridge Financial Third Party Code of Conduct

Introduction

Corebridge Financial, Inc., along with its subsidiaries and affiliates (collectively "Corebridge"), 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 Corebridge operates or does business. As part of that commitment, Corebridge expects all companies and individuals with whom it does business to act in accordance with applicable law. Accordingly, Corebridge counts on each of its business partners including, but not limited to, suppliers, vendors, distributors, subcontractors, brokers, agents, wholesalers, consultants, third party administrators and any other third parties acting on Corebridge's behalf (collectively "Third Parties"), to adhere to the same core values and principles as Corebridge. This Third Party Code of Conduct summarizes Corebridge's expectations for all Third Parties engaged by Corebridge.

Scope

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

Standards and Expectations

1. **Legal and Regulatory Compliance:** Corebridge expects Third Parties to conduct business in full compliance with all applicable laws and regulations. In addition to the obligations that Third Parties assume when acting on behalf of Corebridge in contractual agreements with Corebridge, Corebridge 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. Corebridge reserves the right to seek information and documentation from Third Parties to assess compliance with this Third Party Code of Conduct and with applicable laws and regulations.

1.1 Economic Sanctions, Anti-boycott, Export Controls:

- Comply with all applicable U.S. and international economic sanctions laws and regulations.
- Never conduct business 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 such boycott is endorsed by the U.S. Government.
- Comply with all applicable U.S. and international export control, re-export and import restrictions.

1.2 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 Corebridge 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.

1.3 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.

1.4 Anti-Corruption:

- Comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act (FCPA), U.S. Foreign Extortion Prevention Act ("FEPA"), 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.

1.5 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, Corebridge.
- Notify Corebridge promptly if any personal information received from, or processed on behalf of, Corebridge is compromised.
- Notify Corebridge promptly of any complaints or requests received from individuals relating to personal information received from, or processed on behalf of, Corebridge.

1.6 Insider Trading:

- Never transact in Corebridge securities, including common stock, debt securities or any other type of securities that Corebridge may issue, while in possession of material, non-public information relating to Corebridge.
- Never transact in another company's securities (including companies unaffiliated with Corebridge) if you are in possession of material, non-public information about that company obtained in the course of performing services for Corebridge.
- Never pass on (or "tip") confidential or material non-public information about Corebridge or any other entity to others or recommend to anyone the purchase or sale of securities of Corebridge or any other entity if you are in possession of material non-public information about that entity learned in the course of your engagement with Corebridge.

2. Confidential Information: Corebridge expects its Third Parties to keep all proprietary and sensitive information, including non-public personal information, received from, processed on behalf of, or disclosed by, Corebridge as "Confidential" and to take precautions to safeguard such information including by ensuring that employees of Third Parties are under an appropriate confidentiality obligation and adequately trained. No disclosure of such Confidential Information is permitted except as required by law or with the express written consent of Corebridge, or in accordance with written agreements between Third Parties and Corebridge. Where more specific confidentiality terms are included in a Third Party agreement, the terms of the agreement govern.

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

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

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

Failure to Comply

Corebridge will only do business with Third Parties that comply with all applicable U.S. and international laws when acting on Corebridge's behalf. Corebridge may endeavor to terminate, without any liability to Corebridge, 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

Corebridge expects Third Parties to raise concerns or report instances of potential non-compliance with the Third Party Code of Conduct by contacting any of the following:

Corebridge Corporate Compliance Team at CorebridgeComplianceInquiries@corebridgefinancial.com

Corebridge Compliance Help Line at 800-461-9330 or online at CorebridgeFinancial.com/ComplianceHelpLine, or scan the QR code below, subject to local laws. The Compliance Help Line is staffed by an independent third party that provides written reports to Corebridge's Corporate Compliance Team or its delegate. Communications to the Help Line may be made anonymously, subject to local laws, and may be made in all major languages.

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 "EPHI" shall have the same meaning as the term in 45 CFR Sec. 160.103 and is EPHI 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 EPHI.

"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 is 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: January 31, 2025

COREBRIDGE FINANCIAL, INC.

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 Corebridge Financial, Inc.[1] (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 a Corebridge Financial, Inc. insurance policy from one of the subsidiaries or affiliates of Corebridge Financial, Inc. (collectively, "Corebridge " 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.

[1] For purposes of this Notice, Corebridge Financial, Inc. include and the pronouns "we," "us," "our" and "plan" refer to American General Life Insurance Company,* and The United States Life Insurance Company in the City of New York.

- **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.** Corebridge 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:

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

Email: **hipaaquestions@corebridgefinancial.com**

Telephone:

American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769