



Statement Of Policy On Producer Developed Advertising American National Insurance Company

General Advertising Guidelines

Agents, Brokers, Marketing Organizations, Broker-Dealers, Registered Representatives of Broker-Dealers and other Producers appointed with the Company through Life and Annuity Distribution are required to secure written Home Office approval prior to the use of all advertising or promotional materials not furnished by the company. These materials include any advertisement that is targeted to clients, potential clients, current agents and prospective agents.

The Company must review and approve any advertisement that:

- Refers to the Company
- Refers to the Company's industry ratings and/or financials
- Refers to any Company product
- Refers to policy or operational/administrative procedures of the Company
- Describes features of a Company product, or the features of any product, in such detail that it can be identified as a Company product
- Targets current or potential agents (recruiting ads) if the advertisement has any of the features listed above
- Is attached to or a part of any mailing or distribution of an approved Company ad
- Is used on any Web site
- Is used in the State of Florida that could result in the sale of ANICO products whether or not the Company name or its products are mentioned.

WHERE TO SUBMIT ADVERTISING

Agents, Brokers and other Producers should submit advertisements to their Marketing Organization for review, approval and forwarding to the appropriate Life and Annuity Distribution marketing representative. Registered Representatives of Broker-Dealers should submit advertisements to their Broker-Dealer. After such review, advertisements should be submitted to Life and Annuity Distribution for review.

APPROVAL PROCESS

An advertisement is **not** approved by the Company unless the Marketing Organization or the Broker-Dealer has received final, written approval from Life and Annuity Distribution. An advertisement that is returned to the Marketing Organization or Broker-Dealer for correction(s)/changes is **not** considered approved until all correction(s)/changes have been made as indicated by the Company. Once all correction(s)/changes have been made and the advertisement has been re-submitted to Life and Annuity Distribution final, written notification will be sent to the Marketing Organization or Broker-Dealer who should notify the Agent, Broker, Producer, or Registered Representative that the advertisement has been approved by the Company. A final copy of the advertisement in the form it is to be used must be provided to Life and Annuity Distribution.

ADVERTISING VIOLATIONS

Failure to comply with the procedures as defined above and detailed in Life and Annuity Distribution's published guidelines is a direct violation of the contract or selling agreement of such agent with the company and state laws and regulations. It is the Company's policy upon discovery of the first violation to impose a penalty ranging from a formal warning to termination, depending upon the nature of the infraction. The penalty for repeat violations could result in the termination of the appointment, contract or selling agreement of the Agent, Broker, Producer, Marketing Organization or Broker-Dealer.

**AMERICAN NATIONAL INSURANCE COMPANY
GALVESTON, TEXAS
APPLICATION FOR ADVANCES AGAINST
DEFERRED FIRST YEAR COMMISSIONS
Life and Annuity Distribution**



I _____, hereby make application to American National Insurance Company (herein after referred to as the "Company") for advances against my eligible deferred first year commissions to be paid as scheduled under the Company's advance plan. Until they have been earned and repaid as provided for herein, such advances shall be an indebtedness to the Company. In requesting these advances, I understand and agree to the following conditions:

1. The administration of the advance plan will be in accordance with the Company's published rules and practices. I am aware that the Company reserves the right to amend or alter such practices at any time. In the event such advances are not repaid as provided herein, the Company is authorized to bring suit for collection of any unpaid balance, any attorney's fees incurred in any collection efforts, including suit, and, beginning the first day of the fifteenth month following the termination of my contract with the Company for any reason, interest on the unpaid balance at the rate of 10% per annum.
2. The sums advanced to me will be charged to my ledger account with the Company. The Company will credit to this account first year commissions on all policies on which I receive an advance and, in the event that no remaining first year commissions are available, renewable commissions on any policy on which I am receiving compensation. If and when my commission credits exceed the debit balance created by such advances or other indebtedness, if any, I may elect to discontinue the advance plan and thereafter receive my commissions as they accrue. If I do not elect, I will continue under the terms of this agreement and the Company will hold commissions for application against debit balances created by future advances.
3. The company, its affiliates and subsidiaries shall have a first lien on all of my compensation in any form to secure payment of all indebtedness I may have to the Company in accordance with the term's of my contract with the Company.
4. Should the Company approve this application for advances, it does not thereby become obligated to continue to make advances and, on the contrary, it may cancel this agreement or change the amounts of any advances at any time without notice.
5. I understand that in the event the Company approves my request for advances, my status as an independent contractor under the provisions of my contract shall not be effected in any manner. I further understand that any advances that may be paid to me are not wages or salary paid to an employee and that in no event will I be eligible for any unemployment compensation payments or other employee benefits based on advances paid to me by the Company or otherwise based on my relationship with the Company.
6. Except as expressly modified hereby, all provisions of my contract with Company shall remain in full force and effect.
7. **I understand that this application for advances shall not be deemed to be effective until approved by proper authority at the Company's home office.**

- ☐ PERSONAL ADVANCE (Q)
☐ OVERWRITE ADVANCE (Y)
☐ BOTH

HOME OFFICE USE ONLY	
APPROVED BY: _____	
PERSONAL ADVANCE PERCENTAGE SUB _____ PD _____	
OVERWRITE ADVANCE PERCENTAGE SUB _____ PD _____	
ADVANCE PER APP \$ _____	
ADVANCE PER DAY \$ _____	
EFFECTIVE DATE _____	

AGENCY NAME

AGENCY PERSONAL CODE

AGENCY TAX ID

AGENT NAME

AGENT PERSONAL CODE

AGENT TAX ID

DATE

AGENT/NATIONAL MARKETING DIRECTOR



Application to Represent American National Insurance Company
Life and Annuity Distribution
Galveston, Texas

Full Name First Middle Last

Mr. ☐ Mrs. ☐ Ms. ☐ Social Security # Date of Birth Military Status

Residence Street Address City State 9-Digit ZIPCode

Residence P/O Box or Mail Address City State 9-Digit ZIPCode

Residence Telephone Cell Phone

Business Street Address City State 9-Digit ZIPCode

Business P/O Box or Mail Address City State 9-Digit ZIPCode

Business Telephone Business FAX E-mail Address

Send all mail to ☐ Residence Street Address ☐ Residence P.O. Box ☐ Business Street Address ☐ Business P.O. Box
☐ Other _____

• Is the contract to be in the name of a **corporation or partnership**? ☐ Yes ☐ No If Yes, submit corporate license.

If Yes Name _____ City & State _____

Tax ID No. _____ ☐ Partnership ☐ Corporation

• List all non-resident states you wish to be appointed with through Life and Annuity Distribution. _____

• If being appointed non-resident in Florida, please provide all counties soliciting business. _____

• Have you sold insurance through another name or agency in the past five years? ☐ Yes ☐ No If Yes, provide details.

• The Violent Crime & Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance.

Have you ever been indicted or convicted of any such felony? ☐ Yes ☐ No

Have you been arrested for any other crime? ☐ Yes ☐ No

If Yes, please give specifics as to charge, date, jurisdiction and outcome. _____

- Have you ever filed or been declared bankrupt? ☐ Yes ☐ No
- Are you presently indebted to any insurance company or agency? ☐ Yes ☐ No If Yes, provide details.

To Whom

Nature of Debt

Amount

Payment Terms

-
- Have you ever had, or now have, any federal, IRS, state tax liens or garnishments? ☐ Yes ☐ No
 - Are you currently covered by errors and omissions insurance? ☐ Yes ☐ No
Proof of E&O coverage required. Submit copy of declaration page (not required for solicitor).
 - Have you ever filed an errors and omissions claim? ☐ Yes ☐ No
 - Have you ever been disciplined by a state insurance department? ☐ Yes ☐ No
 - Have you ever been cautioned or disciplined for violating a professional code of ethics in any organization? ☐ Yes ☐ No
 - Have you ever been expelled or disciplined by a professional organization such as the NALU? ☐ Yes ☐ No
-

Anti-Money Laundering (AML) Certification (Required to issue business)

- Have you completed AML training within the last 12 months? ☐ Yes ☐ No
If Yes, check one box. ☐ LIMRA ☐ Other If Other, attach a copy of your certification of completion.

- Was AML training completed through a Broker/Dealer? ☐ Yes ☐ No

If Yes, Broker/Dealer name _____ Broker/Dealer CRD _____

See Form 1770 Rev. 07/23 for American National Insurance Company AML Compliance Requirements.

The person signing this form as "Applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employers or employees.

I have received, read, understand, and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines, the Notice of Privacy Policy, and the Company Guide to Anti-Money Laundering Program adopted by American National Insurance Company.

Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers in the pages of this application and any supplements to it are full, complete, and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with American National Insurance Company.

I, the Applicant, have read, on the date shown below, a copy of the above statements as required by law. I have also read, understand, and signed a copy of Authorization Form 11145-NM. I understand that in signing this application and Form 11145-NM, I hereby authorize the Company, at any time, to investigate my background, including my credit history.

Applicant has the right to make a written request to Company's Home Office within a reasonable period of time for additional, detailed information concerning the nature and scope of the investigation.

Date

Applicant Signature

ABSOLUTE ASSIGNMENT OF COMMISSIONS

CITY OF _____

COUNTY OF _____

STATE OF _____

For good and valuable consideration, receipt of which is hereby acknowledged, I hereby sell, assign and transfer unto _____ (Assignee), absolutely and irrevocably, all my right, title and interest in and to any and all first year and renewal commissions now due or which may in the future become due to me, under the terms and provisions of a certain Agency Contract entered into between American National Insurance Company and me, dated _____, and any and all prior and supplemental contracts, if any.

American National Insurance Company is hereby irrevocably authorized and empowered to pay over to the said _____ (Assignee) any and all first year or renewal commissions which are now due or which may become due under said contracts.

It is expressly agreed by and between the undersigned and the said assignee that this agreement is made subject to and shall be subordinated to any and all indebtedness by me to the said American National Insurance Company, previously or hereafter incurred. And it shall be subject to all terms and provisions of said written Agency Contracts and other contracts which are hereby referred to and made a part hereof; and said assignee evidences his (its) agreement thereto by acceptance of this assignment.

It is understood and agreed that by giving its consent to the making of this assignment, American National Insurance Company does not thereby guarantee its validity.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____.

WITNESS

(Agent)

PC # / Social Security # _____

ACCEPTANCE OF ASSIGNMENT:

(Assignee)

Social Security # (Assignee)

CONSENT TO THE ASSIGNMENT

AMERICAN NATIONAL INSURANCE COMPANY

BY: _____

FOR YOUR OWN PROTECTION ALL PARTIES MUST SIGN EACH COPY OF THIS FORM AS AN ORIGINAL

Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, is required with submission of Absolute Assignment of Commissions form.



American National Insurance Company

Direct Deposit - Mandatory

There are a number of benefits to having your commissions paid by Direct Deposit.

- **SECURITY** – Transfer is done electronically – no extra trip to the bank to stand in line.
- **CONVENIENT** – Your commissions will be deposited even though you may be out of the office or out of town.
- **GUARANTEED** – In your account by Friday of the pay week.
- **HOW MUCH PAID FOR THE WEEK** – Call 1-888-801-8845 for your commission amount (can begin calling after 12:00 P.M. on Tuesday of the pay week).

If you change banks while on Direct Deposit, we encourage you to continue to maintain your existing account until we can change bank accounts in our systems. This should eliminate delays in receiving direct deposits.

Direct Deposit is one of the steps in American National Insurance Company's automation process that will make it easier for you to access information regarding your payment of commissions.

Authorization Agreement For Automatic Deposit

I authorize American National Insurance Company and/or any of its subsidiaries and the bank listed to deposit my commissions to the account name below. This authority will remain in effect until I provide a new authorization or cancellation. The company reserves the right to initiate debit entries for recovery of sums due to credit entries processed in error, if determined within the week of the credit entry.

A Voided Check must be submitted with your request for Direct Deposit.

AGENT NAME _____
AGENCY # _____
ADDRESS _____
CHECKING ACCOUNT # _____
9 DIGIT ROUTING # _____
CREDIT UNION _____
% TO CHECKING ACCT. _____

SSN # _____
DEPOSITORY (BANK) NAME _____
CITY, STATE, ZIP _____
SAVINGS ACCOUNT # _____
9 DIGIT ROUTING # _____
MONEY MARKET ACCT. _____
% TO SAVING ACCT. _____

(Name as it appears on checking account)

(Name as it appears on savings account)

If contract file is submitted electronically a voided check should be scanned and submitted as an attachment to the file or you may fax a copy to 1-866-568-0449. If submitting voided check by fax, please include a cover sheet indicating original file was submitted and list applicant's name.

EFT PROCEDURES

Once you have signed up, your check will be automatically deposited into your checking and/or savings account approximately 3-4 weeks from the day the Home Office received the request. You will receive a "DEPOSIT ADVICE" form which will replace your check stub. This form will show your gross and net pay for the month and year-to-date. It will also show other deductions.

For Agent Use Only; Not for Distribution or Use with Consumers.



Producer's Code of Conduct

As a representative of the American National family of companies I recognize my responsibility to:

- Conduct myself in the highest character with honesty, integrity, and fairness at all times.
- Provide information to clients in a professional manner which is honest, relevant, and designed to meet the client's needs.
- Understand and accurately represent the Company's products and services.
- Ensure my personal interests do not conflict with those of clients or the Company.
- Render prompt and quality service both before and after the sale to clients and their beneficiaries.
- Learn and follow all Company policies and procedures related to my role as a producer.
- Keep informed with respect to applicable laws and regulations and to observe them in the practice of my profession.
- Replace a life insurance, health insurance, or a financial product of a client, only when it is in the client's interest.
- Foster good will, courtesy, and consideration in the treatment of policyowners and the general public, while maintaining respect for the Company.
- Meet all continuing education requirements.



**American National Insurance Company
Life and Annuity Distribution**

**Contracting Procedures
Fixed Contract Only
(Does not apply to Variable Contract)**

This information is also available with appropriate forms at our Web site lad.americannational.com, Training & Appointments, Appointments, Appointment Forms.

The following documents are required for contracting/appointment:

1. **File Requirement Contract Checklist**, Form 4980 (Rev. 07/23). Be sure to include both Life and Annuity Contact Codes and your immediate upline information at the bottom of the Checklist.
2. **Applicable Producer Agreement** (Agent) Return signature page only and provide all information requested on signature page.
3. **For Solicitor** - Solicitor Appointment, Form 9035 (Rev. 07/23).
4. **Application to Represent American National**, Form 3779 (Rev. 07/23).
5. **Proof of Errors & Omission Coverage** - copy of declaration page (not required for Solicitor).
6. **Fair Credit Reporting Act Disclosure**, Form 11145-NM (09/20) (required by The Fair Credit Reporting Act).
7. **Applicable Compensation Schedule** - 1 copy.
8. **For Florida appointment** a list of all counties in which applicant will solicit business (non-resident appointments only).
9. **For Virginia Appointment** a copy of signed Insurance Activities Requiring Persons to Be Licensed in Virginia (939-A-M 0723).
10. **Anti-Money Laundering** - Applicant must complete required AML training or provide proof of completion of a company approved training course. See Checklist, Form 4980 (Rev. 07/23) and Form 1770 (Rev. 07/23).
11. **Product Specific Annuity Suitability Training** – Required training prior to submitting an application for any annuity business with ANICO. Go to lad.americannational.com/training/index.htm

12. **New Business** - If contract is for Simultaneous Submission State and New Business is included list the New Business Application Date on the Checklist. If New Business is submitted with contract, file must be mailed. A postage paid return envelope, Form 4713, is available for this purpose. **Do not Fax New Business.**

Contracts may be mailed or faxed to the Life Producer Services Department (See Checklist, Form 4980 Rev 07/23).

The Following documents must be given to the applicant at the time of contracting:

Producer's Code of Conduct, Form 4516 (Rev. 07/23)
Advertising Guidelines, Form 4512 (Rev. 07/23)
Notice of Privacy Policy, Form 4977
Company Guide to Anti-Money Laundering, Form 4475_IMG (Rev. 07/23)
Direct Deposit information, Form 4589 (Rev. 07/23) (not required for solicitor)
Anti-Money Laundering Compliance, Form 1770 (Rev. 07/23)

Remember to have all documents signed by the appropriate parties before submitting to American National.

All forms listed above may be ordered from the **e-Resources** tab at our Web site LAD.AmericanNational.com or our Field Support Center, 1-888-501-4043, option 1.

If you have questions about these contracting procedures, contact your Marketing Organization or call Life and Annuity Distribution's Field Support Center at 1-888-501-4043, Option 1.

Effective The Date Paperwork is Submitted to the State

- The agent appointments are submitted electronically. The appointments are effective the date American National submits the electronic appointment and American National backdates per each states guideline the number of days.

***California - 14 days**

* Effective date signed by the insurer or forwarded to state, but insurer can accept business as long as it is dated within 14 days from the date the appointment is submitted to the Department of Insurance.

****Puerto Rico**

**Producer may solicit immediately upon contracting w/ insurer. When an insurer enters into a contract with a producer, the effective date of the appt is the same as effective date of contract.

****Pennsylvania**

**Producer may solicit immediately upon contracting w/ insurer. When an insurer enters into a contract with a producer, the effective date of the appt is the same as effective date of contract.

***Washington - 15 days**

* Effective date signed by the insurer or forwarded to state, but insurer can accept business as long as it is dated within 15 days from the date the appointment is submitted to the Department of Insurance.

- In the following states the appointment for a licensed agent **must be received by the Department of Insurance within a specified number of days** from the date the Policy Application was signed, in order to be in compliance with solicitation and signing requirements:

Alabama	15 days	Montana	15 days
Alaska	30 days	Nebraska	15 days
Arizona	*	Nevada	15 days
Arkansas	15 days	New Hampshire	15 days
Colorado	*	New Jersey	15 days
Connecticut	15 days	New Mexico	15 days
Delaware	15 days	New York	15 days
District of Columbia	30 days	North Carolina	15 days
Florida	*** 45 days	North Dakota	30 days
Georgia	15 days	Ohio	30 days
Hawaii	15 days	Oklahoma	15 days
Idaho	15 days	Oregon	*
Illinois	*	Rhode Island	*
Indiana	*	South Carolina	15 days
Iowa	30 days	South Dakota	15 days
Kansas	30 days	Tennessee	15 days
Kentucky	15 days	Texas	30 days
Louisiana	15 days	Utah	15 days
Maine	15 days	Vermont	15 days
Maryland	*	Virginia	30 days
Massachusetts	15 days	West Virginia	15 days
Michigan	15 days	Wisconsin	15 days
Minnesota	15 days	Wyoming	15 days
Mississippi	15 days		
Missouri	*		

If policy application is submitted to the Home Office with an applicant's file, indicate at the bottom of the Checklist, Form 4980, that policy application is included.

- * Indicates this is a producer state where no company appointment is required. Business may be submitted with the contracting and licensing paperwork directly to the Home Office. The agent's current, active producer license **must** accompany the application for business.
- ** Producer may solicit immediately upon contracting with insurer. When an insurer enters into a contract with a producer, the effective date of the appointment is the same as effective date of contract.
- *** Can submit application prior to appointment being processed by insurer, but no commissions shall be paid by insurer until appointment has been received by DOI.

Note:

- Commissions cannot be paid to agents until they become appointed. This is applicable to all states.
- Particular attention should be paid to the regulations for each state that an agent and his/her sub-producers are writing business. American National is not obligated to accept any business that is not in compliance with state regulations.

States	The agent's appointment is effective the date the paperwork is Submitted to the State	Simultaneous Submission States
ALABAMA		X
ALASKA		X
ARIZONA		X
ARKANSAS		X
CALIFORNIA	X	
COLORADO		X
CONNECTICUT		X
DISTRICT OF COLUMBIA		X
DELAWARE		X
FLORIDA		X
GEORGIA		X
HAWAII		X
IDAHO		X
ILLINOIS		X
INDIANA		X
IOWA		X
KANSAS		X
KENTUCKY		X
LOUISIANA		X
MAINE		X
MARYLAND		X
MASSACHUSETTS		X
MICHIGAN		X
MISSISSIPPI		X
MINNESOTA		X
MISSOURI		X
MONTANA		X
NEBRASKA		X
NEVADA		X
NEW HAMPSHIRE		X
NEW JERSEY		X
NEW MEXICO		X
NEW YORK		x
NORTH CAROLINA		X
NORTH DAKOTA		X
OHIO		X
OKLAHOMA		X
OREGON		X
PENNSYLVANIA	X	
PUERTO RICO	X	
RHODE ISLAND		X
SOUTH CAROLINA		X
SOUTH DAKOTA		X
TENNESSEE		X
TEXAS		X
UTAH		X
VERMONT		X
VIRGINIA		X
WASHINGTON	X	
WEST VIRGINIA		X
WISCONSIN		X
WYOMING		X



American National Insurance Company
Life and Annuity Distribution
Puerto Rico

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2. **Applicable Producer Agreement** (Agent) Return signature page only and provide all information requested on signature page.
3. **For Solicitor** - Solicitor Appointment, Form 9035 (Rev. 07/23).
4. **Application to Represent American National**, Form 3779 (Rev. 07/23).
5. **Proof of Errors & Omission Coverage** - copy of declaration page (not required for Solicitor).
6. **Fair Credit Reporting Act Disclosure**, Form 11145-NM (09/20) (required by The Fair Credit Reporting Act).
7. **Applicable Compensation Schedule** - 1 copy.
8. **Copy of Puerto Rico Insurance License**.
9. **Copy of Driver's License or Passport**.
10. **Anti-Money Laundering** - Applicant must complete required AML training or provide proof of completion of a company approved training course. (See Checklist, Form 4980 (Rev. 07/23) and Form 1770 (Rev. 07/23).
11. **Product Specific Annuity Suitability Training** – Required training prior to submitting an application for any annuity business with ANICO. Go to lad.americannational.com/training/index.htm

Contracts may be mailed or faxed to the Life Producer Services Department (See Checklist, Form 4980 Rev 07/23).

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Advertising Guidelines, Form 4512 (Rev. 07/23)
Notice of Privacy Policy, Form 4977
Company Guide to Anti-Money Laundering, Form 4475_IMG (Rev. 07/23)
Direct Deposit information, Form 4589 (Rev. 07/23) (not required for solicitor)
Anti-Money Laundering Compliance, Form 1770 (Rev. 07/23)

Remember to have all documents signed by the appropriate parties before submitting to American National.

All forms listed above may be ordered from the **e-Resources** tab at our Web site lad.americannational.com or our Field Support Center, 1-888-501-4043, option 1.

If you have questions about these contracting procedures, contact your Marketing Organization or call Life and Annuity Distribution's Field Support Center at 1-888-501-4043, Option 1.

Effective The Date Paperwork is Submitted to the State

- The agent appointments are submitted electronically. The appointments are effective the date American National submits the electronic appointment and American National backdates per each states guideline the number of days.

*California - 14 days

* Effective date signed by the insurer or forwarded to state, but insurer can accept business as long as it is dated within 14 days from the date the appointment is submitted to the Department of Insurance.

**Puerto Rico

**Producer may solicit immediately upon contracting w/ insurer. When an insurer enters into a contract with a producer, the effective date of the appt is the same as effective date of contract.

**Pennsylvania

**Producer may solicit immediately upon contracting w/ insurer. When an insurer enters into a contract with a producer, the effective date of the appt is the same as effective date of contract.

*Washington - 15 days

* Effective date signed by the insurer or forwarded to state, but insurer can accept business as long as it is dated within 15 days from the date the appointment is submitted to the Department of Insurance.

- In the following states the appointment for a licensed agent **must be received by the Department of Insurance within a specified number of days** from the date the Policy Application was signed, in order to be in compliance with solicitation and signing requirements:

Alabama	15 days	Montana	15 days
Alaska	30 days	Nebraska	15 days
Arizona	*	Nevada	15 days
Arkansas	15 days	New Hampshire	15 days
Colorado	*	New Jersey	15 days
Connecticut	15 days	New Mexico	15 days
Delaware	15 days	New York	15 days
District of Columbia	30 days	North Carolina	15 days
Florida	*** 45 days	North Dakota	30 days
Georgia	15 days	Ohio	30 days
Hawaii	15 days	Oklahoma	15 days
Idaho	15 days	Oregon	*
Illinois	*	Rhode Island	*
Indiana	*	South Carolina	15 days
Iowa	30 days	South Dakota	15 days
Kansas	30 days	Tennessee	15 days
Kentucky	15 days	Texas	30 days
Louisiana	15 days	Utah	15 days
Maine	15 days	Vermont	15 days
Maryland	*	Virginia	30 days
Massachusetts	15 days	West Virginia	15 days
Michigan	15 days	Wisconsin	15 days
Minnesota	15 days	Wyoming	15 days
Mississippi	15 days		

If policy application is submitted to the Home Office with an applicant's file, indicate at the bottom of the Checklist, Form 4980, that policy application is included.

- * Indicates this is a producer state where no company appointment is required. Business may be submitted with the contracting and licensing paperwork directly to the Home Office. The agent's current, active producer license **must** accompany the application for business.
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- *** **Can** submit application prior to appointment being processed by insurer, but no commissions shall be paid by insurer until appointment has been received by DOI.

Note:

- Commissions cannot be paid to agents until they become appointed. This is applicable to all states.
- Particular attention should be paid to the regulations for each state that an agent and his/her sub-producers are writing business. American National is not obligated to accept any business that is not in compliance with state regulations.

States	The agent's appointment is effective the date the paperwork is Submitted to the State	Simultaneous Submission States
ALABAMA		X
ALASKA		X
ARIZONA		X
ARKANSAS		X
CALIFORNIA	X	
COLORADO		X
CONNECTICUT		X
DISTRICT OF COLUMBIA		X
DELAWARE		X
FLORIDA		X
GEORGIA		X
HAWAII		X
IDAHO		X
ILLINOIS		X
INDIANA		X
IOWA		X
KANSAS		X
KENTUCKY		X
LOUISIANA		X
MAINE		X
MARYLAND		X
MASSACHUSETTS		X
MICHIGAN		X
MISSISSIPPI		X
MINNESOTA		X
MISSOURI		X
MONTANA		X
NEBRASKA		X
NEVADA		X
NEW HAMPSHIRE		X
NEW JERSEY		X
NEW MEXICO		X
NEW YORK		x
NORTH CAROLINA		X
NORTH DAKOTA		X
OHIO		X
OKLAHOMA		X
OREGON		X
PENNSYLVANIA	X	
PUERTO RICO	X	
RHODE ISLAND		X
SOUTH CAROLINA		X
SOUTH DAKOTA		X
TENNESSEE		X
TEXAS		X
UTAH		X
VERMONT		X
VIRGINIA		X
WASHINGTON	X	
WEST VIRGINIA		X
WISCONSIN		X
WYOMING		X



**DISCLOSURE REGARDING CONSUMER REPORTS
AND INVESTIGATIVE CONSUMER REPORTS UNDER THE FCRA**

The Federal Fair Credit Reporting Act (the "Act"), as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with certain permissible purposes, including the written instructions of the consumer to whom it relates and/or for employment or contracting purposes.

In accordance with those provisions, American National Insurance Company and its subsidiaries and affiliates (together "the Company"), or their designated representatives, may obtain – in writing, orally, or in any other form – any motor vehicle records, public records, or information gathered or maintained by a consumer reporting agency bearing on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for credit, employment, or any other permissible purpose authorized under Section 604 of the Act.

The Company may obtain information on your credit history, as permitted by law, at any time after you sign the authorization and throughout the term of your appointment. The Company may obtain information about other aspects of your background (such as criminal history and motor vehicle information), as permitted by law.

Further, the Company may request that an investigative consumer report be made whereby information on your character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors, and others with whom you may be acquainted or who may have knowledge concerning any such items of information. You have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation. Should you choose to exercise this right, please direct your written request to MLAdisclosures@americannational.com. You also have a right to a written summary of your rights under the Act.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

DISCLOSURES REGARDING CONSUMER AND INVESTIGATIVE CONSUMER REPORTS UNDER STATE LAW

The consumer reporting agency (CRA) providing the report is:

Interstate Background Research, Inc.
PO Box 7
Elfers FL 34680
Phone: 800-994-1100
Fax: 727-944-5828
Email: compliance@ibrinc.com

If you live or are applying for appointment in any of the states listed below, please note the following:

Massachusetts applicants or employees only: You have the right to know if the Company requested an investigative consumer report about you, and you have the right to request a copy of such report by contacting the CRA identified above.

Minnesota applicants or employees only: You have the right, upon written request to the CRA, to receive a complete and accurate disclosure of the nature and scope of any consumer report. The CRA must make this disclosure within five days of receipt of your request or of Company's request for the report, whichever is later.

New Hampshire applicants or employees subject to state driving record requests: Your authorization for the release of your driving record is limited to no more than two years from the date of the execution of this document. As it relates to your driving record, you have the right to revoke this authorization at any time.

New Jersey applicants or employees only: You have the right to inspect and promptly receive a copy of any investigative consumer report requested by the Company by contacting the CRA identified above directly.

New York applicants or employees only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the CRA identified above directly. You may also contact the Company to request the name, address and telephone number of the nearest unit of the CRA designated to handle inquiries, which the Company shall provide within 5 days. Additionally, upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the CRA that furnished the report.

Oregon applicants or employees only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

Washington State applicants or employees only: You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law by contacting the CRA identified above.

**ACKNOWLEDGMENT AND AUTHORIZATION
REGARDING CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORTS**

I hereby authorize American National Insurance Company and its subsidiaries and affiliates (together "the Company"), or their designated representatives, to obtain consumer reports and/or investigative consumer reports at any time after I sign this authorization and throughout the term of my appointment, to the extent permitted by law, and to use the reports furnished in accordance with this authorization in any deliberations which the Company or its designated representatives may undertake to determine whether or not the Company will make any offer of a contract and other related decisions for the duration of my appointment with the Company.

I understand that Reports may include information about my prior employment or military record, education, credit worthiness and history, character, general reputation, personal characteristics, criminal record (including the state of Georgia) and mode of living. I understand that this information may be obtained through a variety of sources, including, but not limited to, public records, educational institutions, financial institutions, credit bureaus, and personal interviews with my current and former employers, friends, neighbors and associates.

In accordance with this authorization, I hereby authorize any consumer reporting agency, law enforcement agency, administrator, state or federal agency, institution, school, university (public or private), information service bureau, employer, or insurance company to furnish consumer reports, investigative consumer reports, and/or any and all background information requested by Interstate Background Research Inc, other designated representatives, and/or the Company in accordance with certain permissible purposes, including the written instructions of the consumer to whom it relates and/or for employment or contracting purposes.

By signing below, I also acknowledge receipt of the (1) Disclosure Regarding Consumer Reports and Investigative Consumer Reports Under the FCRA, (2) the Disclosure Regarding Consumer Reports and Investigative Consumer Reports Under State Law, and (3) the Summary of Your Rights Under the Fair Credit Reporting Act.

New York applicants or employees only: By signing below, you also acknowledge receipt of ARTICLE 23-A of the New York Correction Law

California applicants or employees only:

☐ Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW.

Minnesota applicants or employees only:

☐ Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

Oklahoma applicants or employees only:

☐ Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

First Name: _____

Middle Name: _____

☐ I do not have a middle name

Last Name: _____

Date of Birth: _____

Signature: _____

Date Signed: _____

I understand that entering my name above constitutes my electronic signature and is intended by me to have legally binding effect. I acknowledge and agree that any misstatements or omissions in this application will be grounds for termination of the application process or revocation of appointment. I understand that in signing this form I hereby authorize the Company to investigate my background, including, but not limited to, my credit history, criminal records and any public records, including motor vehicle records, prior to and up to, termination of my contract/employment with American National Insurance Company and its affiliates.

Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and American National Insurance Company and its affiliates and authorized third parties (collectively the "Company") and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The Company is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

By signing Application to Represent American National Insurance Company (Form 3779):

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand and authorize that in the event of termination or expiration of my appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed. I authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company. I authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**American National Insurance Company
Galveston, Texas
National Marketing Director's Agreement**



American National Insurance Company (hereinafter designated as "Company") hereby appoints _____ its **NATIONAL MARKETING DIRECTOR ("NMD" or "you")** with the authority and obligations set forth in this Agreement, and you accept your appointment subject to the terms and conditions of this Agreement and all related Schedules and Supplements related to it.

Effective Date - This Agreement shall become effective on _____, _____. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

NATIONAL MARKETING DIRECTOR:

By: _____
(Signature)

(Print or Type Name Here)

AMERICAN NATIONAL INSURANCE COMPANY:

By: 
Title: Senior Vice President, Chief of
Life and Annuity Distribution

Date: _____

(Indicate Appropriate Compensation Schedule)

RECRUITING ORGANIZATION:

By: _____
(Signature of Organization Representative)

Submitted by: _____
(Print or Type Name of Organization)

Recruiter's Personal Code #: _____

**BENEFICIARY TO RECEIVE COMMISSIONS PAYABLE
AFTER DEATH (LIMITED TO ONE INDIVIDUAL):**

Name of Beneficiary (Print or Type)

Relationship: _____

Authority - You are hereby authorized to develop and supervise the company's business in conformity with the rules and regulations of the Company. You shall recruit and recommend for appointment by the Company individuals and agencies qualified and experienced in life insurance sales and service as agents. You shall train and supervise such agents in accordance with the standards of the company and the requirements of the state or states in which they function for the Company. You acknowledge that all agents in your hierarchy are independent contractors of the company and, at a subagent's election or at the sole discretion of the Company can be transferred by the Company in accordance with the Company's transfer rules.

You shall solicit applications for ordinary life insurance and annuities to be issued by the Company and submit such applications received to the Company, provided that you are properly licensed as required by any governmental authority applicable to you. You shall deliver policies issued by the company, collect the first premium therefor, transmit all collections immediately to the Company, and make every effort to maintain in force all policies issued by the Company.

You shall at all times comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct of the Company's business. The relationship between the Company and you created by this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Company and you. Neither you nor your employees nor agents shall be deemed to be the employee or servant of the company. You shall not be a full-time insurance agent as defined by the Federal Social Security Law. None of the benefits provided by the Company to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance are available to you, your employees or agents. If training courses, sales methods and material or similar aids and services are extended or made available to you, it is agreed that their purpose and effect shall not be to give the Company control over your time or direction, but only to assist you in your business.

Licensing of agents shall be in compliance with the statutory and regulatory requirements of the Departments of Insurance

or other regulatory agencies and in accordance with the standards and procedures established by the Company. Neither you nor any of your agents shall solicit business for the Company until your or their insurance license is in your or their possession or until the Company notifies you in writing that you or they are qualified to write business for the Company.

You shall assume full responsibility for, and indemnify the Company against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

In addition to the requirement that you comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risk, delivery of policies, and all other areas of the Company's business, you are required to: required to:

1. Comply with the Company's policies and procedures concerning the replacement of life insurance policies and annuity policies. A replacement occurs whenever an existing life insurance policy or annuity is terminated, converted, or otherwise exchanged in value. For any transaction involving a replacement, the Company requires you to:
 - (a) recommend the replacement of an existing policy only when replacement is in the best interest of the customer.
 - (b) fully disclose all relevant information to the customer, which information includes: (1) comparison of old and new premiums, expenses, and surrender charges, cash values, and death benefits; (2) any loss of cash value or policy value by surrendering the existing policy; (3) all guaranteed and maximum values of both policies; (4) the fact that a new contestability and suicide period starts under the new policy; and (5) the requirement that the customer must be re-underwritten for the new policy.
 - (c) provide the customer with all applicable required state and Company forms if replacement is involved.
 - (d) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application the transaction involves the full or partial replacement of an existing policy.
 - (e) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
2. Adhere to the Company's rules and regulations concerning ethical market conduct, which require that you:
 - (a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs.

- (b) maintain a current license and valid appointment in all states in which you promote the sale of the Company products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters that the Company provides.
- (c) comply with Company replacement policies, refrain from making disparaging remarks or providing false or misleading information about a competitor or competing product.
- (d) submit all advertising materials intended to promote the sale of any Company product to the home office for approval prior to use.
- (e) immediately report to the Company any customer complaints, whether written or oral, and assist the Company in resolving the complaint to the satisfaction of all parties.
- (f) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

During the term of this Agreement, you shall have and maintain errors and omissions issuance coverage in an amount satisfactory to the Company underwritten by an insurer satisfactory to the Company insuring against negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You must provide proof of such coverage upon application for appointment with the Company and further provide proof on an annual basis or as requested by the Company.

Territory – You may exercise your authority within any territory in the state of New York in which you and the Company are properly licensed, but that territory is not assigned exclusively to you.

Records – You shall keep correct and accurate accounts and records of all business transactions and monies which you or your agents collect for the Company. Such accounts and records shall be open at all times to inspection and examination by the Company's authorized representatives or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the performance of this Agreement, and the Company shall not be liable in any way therefore.

Trade Secrets – All accounts, policyholder files and records (including any names, addresses, and ages of policyholders or records of policy expiration or renewal date), application forms, rate books, software, and all other records in your possession pertaining to the Company business are trade secrets wholly owned by the Company and shall be returned to the company upon demand.

Prompt Transmittal – You shall immediately transmit to the Company all applications solicited and money received for the Company by you or your agents. All such funds shall be segregated by you and held by you in trust. You shall not use

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

Hold Harmless – You agree to indemnify and hold harmless the Company from all losses, expenses, costs (including reasonable attorneys' fees whether in defending claims or enforcing this provision), and damages resulting from any acts by you which breach any terms of this Agreement.

Repayment of Commissions and Service Fees – You agree to repay to the Company, on demand, any unearned commissions and service fees and all other compensation received by you for or with respect to premiums or payments returned to policy or contract owners by the Company for any reason. You understand that it is sometimes necessary for the Company to refund premiums in order to settle disputes with policyholders. This decision is made solely at the discretion of the Company, and you will still be liable for the return of unearned commissions.

Limitation of Authority – You shall not possess or exercise any authority on behalf of the Company other than the power or authority expressly conferred by this Agreement and you shall not assume that any power or authority is implied. Specifically, but not in limitation to the foregoing, you shall have no authority on behalf of the Company to:

- (1) make, alter, or discharge any contract.
- (2) assign this Agreement or any compensation payable under it without the prior written consent of the Company.
- (3) solicit applications for the Company in any manner prohibited by or inconsistent with the provisions of this Agreement or the rules and regulations of the Company.
- (4) induce any Company employee or sales representative to terminate any agreement with the Company or any affiliate of the Company or otherwise interfere with any employee or agent's relationship with the Company or any affiliate of the Company.
- (5) incur any indebtedness or liability, expend, or contract for the expenditure of any funds of the Company.
- (6) extend the time for payment of any premium, bind the Company to the reinstatement of any terminated policy, or accept notes for payment of premiums.
- (7) waive or modify any terms, conditions, or limitations of any policy.
- (8) adjust or settle any claim or commit the Company with respect thereto.
- (9) issue or circulate any advertisement or literature unless the same shall have been first approved in writing by the compliance officer of the Company.
- (10) enter into any legal proceedings in connection with any matters pertaining to the Company, which may in any way involve or affect the Company, its affiliates, their business, operations, or any policy issued by them.

- (11) deliver any policy issued by the Company until the applicant has made settlement for the first premium.
- (12) deliver any policy if you or your agents have knowledge of any impairment of the applicant's health not disclosed on the application or occurring subsequent to the securing of the application or if more than thirty (30) days have elapsed from the date of mailing of the policy by the Company, unless authorized in writing by an officer of the Company.

Compensation – For the purpose of determining compensation, your compensation shall include not only your personal production, but also the production of all agents assigned to you. You shall be compensated according to the related Compensation Schedule, based on premiums received on policies issued by the Company for applications secured under this Agreement. Payment of commissions and service fees shall be made at such times and in the manner the Company considers appropriate for the efficient administration of this Agreement. The Compensation Schedule is subject to change by the Company, but any change shall not apply to business written prior to the effective date of the change. The agent's statements rendered by the Company concerning commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive, unless, within thirty (30) days following receipt of the statement, you notify the Company in writing of a dispute regarding any transactions reported since the last preceding report. If a policy on which you are receiving commission or service fees shall lapse for any reason, no further commission or service fees will be paid unless the policy is reinstated solely by the efforts of you. If, for any reason, the Company refunds any premium on which you received a commission or service fee, you shall immediately repay to the Company the commission or service fee received on such premium.

Compensation After Termination – If this Agreement is terminated by your death or by your total and permanent disability, you or your beneficiary shall receive compensation as provide in the Compensation Section of this Agreement on business written prior to termination. Unless otherwise designated in writing on the face page of this Agreement, your beneficiary shall be your spouse, if then living, otherwise, your estate. If this agreement is terminated for any cause other than your death or disability, or your acting to prejudice materially the interests of the Company or its affiliates, or your violation of any of its provisions, you shall receive Compensation as provided in the Compensation Section of this Agreement less a collection fee of 1% on the premiums paid. If you have materially violated any of the provisions of this Agreement or acted to prejudice materially the interests of the Company or its affiliates, at, before, or after termination of this Agreement, you shall forfeit all commissions and all other compensation due or to accrue under this or any previous Agreement between you and the Company or any of its affiliates or subsidiaries. In the event your total compensation after termination of this Agreement totals less than \$300.00 during any year after termination no further compensation shall be paid to you or to your beneficiary. All compensation payable after termination of this Agreement shall be subject to the right of recoupment lien established in the Indebtedness Section of this Agreement.

Beneficiary – You may name a beneficiary to receive any commissions payable after your death. The Company reserves the right to require evidence that there are no conflicting claims before making payment to the named beneficiary.

Indebtedness – You shall be responsible to the Company for the acts and collections of you or your agents and employees and for the indebtedness of your agents to the Company. The Company shall have and is hereby given a right of recoupment on all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any and all debts or claims due or to become due to it from you. Without in any way limiting the Company's right to such recoupment, the Company shall have and is hereby given a valid first lien on and right of offset against all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any such debts or claims. This right of recoupment and lien shall not be extinguished by the termination of this Agreement. Following demand for repayment or termination of this Agreement, whichever first occurs, all indebtedness shall thereafter bear interest at the maximum lawful rate until paid. You shall be responsible to the Company for all costs and expenses, including legal fees, incurred by the Company as a part of its efforts to collect indebtedness.

Termination – You acknowledge that the Company has not expressly or by implication agreed to continue the term of this Agreement for any definite period of time. Either party may terminate this Agreement by giving thirty (30) days written notice prior to the date fixed for termination. Any notice may be mailed or delivered to the last known address of the other party. The Company may terminate this Agreement at any time upon the occurrence of any of the following events:

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

Upon termination, you shall in no manner thereafter act for the company and shall promptly account for and remit to the Company any monies then held for it. On demand, you shall turn over to the Company all undelivered policies, software, ratebooks, other records, materials, and properties pertaining to your agency business. Your right to any commissions or any other thing of value shall cease if you shall do any act which injures the business or reputation of the Company or if you fail to account for and remit promptly any monies collected by you for the Company or shall withhold any

policies, money, or other property belonging or returnable to the Company.

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

Award Recognition and Incentive Programs – The Company may, at its sole discretion, provide special award and incentive programs for its agents holding this Agreement. However, the Company is under no obligation to continue any such awards or programs and may discontinue them without notice.

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

Modification or Amendment – Any modification or amendment of this Agreement must be in writing and must be signed by an officer of the Company; provided, however, that the Company may, by written notice, unilaterally amend any Compensation Schedule or Supplement to this Agreement to affect policies to be issued after the date of the amendment.

Reserved Rights of the Company – The Company reserves the following rights: to refuse to accept any individuals or entity recommended for appointment and to terminate, at its sole discretion anyone whom you recommend for appointment; to unilaterally adopt rules and practices from time to time establishing compensation on old or new policies, commissions on conversions, or commissions on reinstated policies; to withdraw the availability of any policy; to withdraw from any territory; to modify or change its premium rates; to refuse to issue a policy to any applicant without stating any reason for refusal; to adopt rules and practices from time to time relating to any matter not otherwise provided in this Agreement.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Texas by you with the Company. This Agreement shall be governed by and construed according to the laws of the State of Texas. All actions with respect thereto shall be brought in a court of competent jurisdiction in the State of Texas.

Arbitration – Any dispute or controversy arising out of or relating to this Agreement, with the exception of any request for injunctive relief sought by the Company, will be resolved exclusively and finally by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration may be filed at any AAA location in the United States upon the payment of \$100 of any applicable filing fee. If the parties cannot agree on a binding Arbitration

Agreement, then the arbitration will be conducted before a single arbitrator; however, if the amount in controversy is greater than \$50,000, the arbitration shall be conducted before three arbitrators. In any event, the arbitrator shall not award punitive damages or attorney's fees, those damages hereby being waived, and arbitration will be limited solely to the dispute or controversy between you and the Company. The arbitration may be held in person, by telephone, or online as agreed by the parties. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The parties will share the cost of arbitration, (including the arbitrator's fees, if any), in the proportion that the final award bears to the amount of the initial claim.

Sole Agreement – This Agreement, with the related Compensation Schedule, constitutes the sole agreement and supersedes all prior agreements between you and the Company, but this Agreement shall not impair your right to commissions or fees, if any, earned under a prior agreement or agreements with the Company.

**American National Insurance Company
Galveston, Texas
National Marketing Director's Agreement**



American National Insurance Company (hereinafter designated as "Company") hereby appoints _____ its **NATIONAL MARKETING DIRECTOR ("NMD" or "you")** with the authority and obligations set forth in this Agreement, and you accept your appointment subject to the terms and conditions of this Agreement and all related Schedules and Supplements related to it.

Effective Date - This Agreement shall become effective on _____, _____. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

NATIONAL MARKETING DIRECTOR:

By: _____
(Signature)

(Print or Type Name Here)

RECRUITING ORGANIZATION:

By: _____
(Signature of Organization Representative)

Submitted by: _____
(Print or Type Name of Organization)

Recruiter's Personal Code #: _____

**BENEFICIARY TO RECEIVE COMMISSIONS PAYABLE
AFTER DEATH (LIMITED TO ONE INDIVIDUAL):**

Name of Beneficiary (Print or Type)

Relationship: _____

AMERICAN NATIONAL INSURANCE COMPANY:

By: 
Title: Senior Vice President, Chief of
Life and Annuity Distribution

Date: _____

(Indicate Appropriate Compensation Schedule)

Authority – You are hereby authorized to develop and supervise the company's business in conformity with the rules and regulations of the Company. You shall recruit and recommend for appointment by the Company individuals and agencies qualified and experienced in life insurance sales and service as agents. You shall train and supervise such agents in accordance with the standards of the company and the requirements of the state or states in which they function for the Company. You acknowledge that all agents in your hierarchy are independent contractors of the company and, at a subagent's election or at the sole discretion of the Company can be transferred by the Company in accordance with the Company's transfer rules.

You shall solicit applications for ordinary life insurance and annuities to be issued by the Company and submit such applications received to the Company, provided that you are properly licensed as required by any governmental authority applicable to you. You shall deliver policies issued by the company, collect the first premium therefor, transmit all collections immediately to the Company, and make every effort to maintain in force all policies issued by the Company.

You shall at all times comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct of the Company's business. The relationship between the Company and you created by this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Company and you. Neither you nor your employees nor agents shall be deemed to be the employee or servant of the company. You shall not be a full-time insurance agent as defined by the Federal Social Security Law. None of the benefits provided by the Company to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance are available to you, your employees or agents. If training courses, sales methods and material or similar aids and services are extended or made available to you, it is agreed that their purpose and effect shall not be to give the Company control over your time or direction, but only to assist you in your business.

Licensing of agents shall be in compliance with the statutory and regulatory requirements of the Departments of Insurance

or other regulatory agencies and in accordance with the standards and procedures established by the Company. Neither you nor any of your agents shall solicit business for the Company until your or their insurance license is in your or their possession or until the Company notifies you in writing that you or they are qualified to write business for the Company.

You shall assume full responsibility for, and indemnify the Company against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

In addition to the requirement that you comply with the rules and regulations of the Company pertaining to underwriting practices, acceptance of risk, delivery of policies, and all other areas of the Company's business, you are required to: required to:

1. Comply with the Company's policies and procedures concerning the replacement of life insurance policies and annuity policies. A replacement occurs whenever an existing life insurance policy or annuity is terminated, converted, or otherwise exchanged in value. For any transaction involving a replacement, the Company requires you to:

- (a) recommend the replacement of an existing policy only when replacement is in the best interest of the customer.
- (b) fully disclose all relevant information to the customer, which information includes: (1) comparison of old and new premiums, expenses, and surrender charges, cash values, and death benefits; (2) any loss of cash value or policy value by surrendering the existing policy; (3) all guaranteed and maximum values of both policies; (4) the fact that a new contestability and suicide period starts under the new policy; and (5) the requirement that the customer must be re-underwritten for the new policy.
- (c) provide the customer with all applicable required state and Company forms if replacement is involved.
- (d) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application the transaction involves the full or partial replacement of an existing policy.
- (e) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.

2. Adhere to the Company's rules and regulations concerning ethical market conduct, which require that you:

- (a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs.

- (b) maintain a current license and valid appointment in all states in which you promote the sale of the Company products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters that the Company provides.
- (c) comply with Company replacement policies, refrain from making disparaging remarks or providing false or misleading information about a competitor or competing product.
- (d) submit all advertising materials intended to promote the sale of any Company product to the home office for approval prior to use.
- (e) immediately report to the Company any customer complaints, whether written or oral, and assist the Company in resolving the complaint to the satisfaction of all parties.
- (f) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

During the term of this Agreement, you shall have and maintain errors and omissions issuance coverage in an amount satisfactory to the Company underwritten by an insurer satisfactory to the Company insuring against negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You must provide proof of such coverage upon application for appointment with the Company and further provide proof on an annual basis or as requested by the Company.

Territory – You may exercise your authority within any territory in the state of New York in which you and the Company are properly licensed, but that territory is not assigned exclusively to you.

Records – You shall keep correct and accurate accounts and records of all business transactions and monies which you or your agents collect for the Company. Such accounts and records shall be open at all times to inspection and examination by the Company's authorized representatives or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the performance of this Agreement, and the Company shall not be liable in any way therefore.

Trade Secrets – All accounts, policyholder files and records (including any names, addresses, and ages of policyholders or records of policy expiration or renewal date), application forms, rate books, software, and all other records in your possession pertaining to the Company business are trade secrets wholly owned by the Company and shall be returned to the company upon demand.

Prompt Transmittal – You shall immediately transmit to the Company all applications solicited and money received for the Company by you or your agents. All such funds shall be segregated by you and held by you in trust. You shall not use

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

Hold Harmless – You agree to indemnify and hold harmless the Company from all losses, expenses, costs (including reasonable attorneys' fees whether in defending claims or enforcing this provision), and damages resulting from any acts by you which breach any terms of this Agreement.

Repayment of Commissions and Service Fees – You agree to repay to the Company, on demand, any unearned commissions and service fees and all other compensation received by you for or with respect to premiums or payments returned to policy or contract owners by the Company for any reason. You understand that it is sometimes necessary for the Company to refund premiums in order to settle disputes with policyholders. This decision is made solely at the discretion of the Company, and you will still be liable for the return of unearned commissions.

Limitation of Authority – You shall not possess or exercise any authority on behalf of the Company other than the power or authority expressly conferred by this Agreement and you shall not assume that any power or authority is implied. Specifically, but not in limitation to the foregoing, you shall have no authority on behalf of the Company to:

- (1) make, alter, or discharge any contract.
- (2) assign this Agreement or any compensation payable under it without the prior written consent of the Company.
- (3) solicit applications for the Company in any manner prohibited by or inconsistent with the provisions of this Agreement or the rules and regulations of the Company.
- (4) induce any Company employee or sales representative to terminate any agreement with the Company or any affiliate of the Company or otherwise interfere with any employee or agent's relationship with the Company or any affiliate of the Company.
- (5) incur any indebtedness or liability, expend, or contract for the expenditure of any funds of the Company.
- (6) extend the time for payment of any premium, bind the Company to the reinstatement of any terminated policy, or accept notes for payment of premiums.
- (7) waive or modify any terms, conditions, or limitations of any policy.
- (8) adjust or settle any claim or commit the Company with respect thereto.
- (9) issue or circulate any advertisement or literature unless the same shall have been first approved in writing by the compliance officer of the Company.
- (10) enter into any legal proceedings in connection with any matters pertaining to the Company, which may in any way involve or affect the Company, its affiliates, their business, operations, or any policy issued by them.

- (11) deliver any policy issued by the Company until the applicant has made settlement for the first premium.
- (12) deliver any policy if you or your agents have knowledge of any impairment of the applicant's health not disclosed on the application or occurring subsequent to the securing of the application or if more than thirty (30) days have elapsed from the date of mailing of the policy by the Company, unless authorized in writing by an officer of the Company.

Compensation – For the purpose of determining compensation, your compensation shall include not only your personal production, but also the production of all agents assigned to you. You shall be compensated according to the related Compensation Schedule, based on premiums received on policies issued by the Company for applications secured under this Agreement. Payment of commissions and service fees shall be made at such times and in the manner the Company considers appropriate for the efficient administration of this Agreement. The Compensation Schedule is subject to change by the Company, but any change shall not apply to business written prior to the effective date of the change. The agent's statements rendered by the Company concerning commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive, unless, within thirty (30) days following receipt of the statement, you notify the Company in writing of a dispute regarding any transactions reported since the last preceding report. If a policy on which you are receiving commission or service fees shall lapse for any reason, no further commission or service fees will be paid unless the policy is reinstated solely by the efforts of you. If, for any reason, the Company refunds any premium on which you received a commission or service fee, you shall immediately repay to the Company the commission or service fee received on such premium.

Compensation After Termination – If this Agreement is terminated by your death or by your total and permanent disability, you or your beneficiary shall receive compensation as provided in the Compensation Section of this Agreement on business written prior to termination. Unless otherwise designated in writing on the face page of this Agreement, your beneficiary shall be your spouse, if then living, otherwise, your estate. If this agreement is terminated for any cause other than your death or disability, or your acting to prejudice materially the interests of the Company or its affiliates, or your violation of any of its provisions, you shall receive Compensation as provided in the Compensation Section of this Agreement less a collection fee of 1% on the premiums paid. If you have materially violated any of the provisions of this Agreement or acted to prejudice materially the interests of the Company or its affiliates, at, before, or after termination of this Agreement, you shall forfeit all commissions and all other compensation due or to accrue under this or any previous Agreement between you and the Company or any of its affiliates or subsidiaries. In the event your total compensation after termination of this Agreement totals less than \$300.00 during any year after termination no further compensation shall be paid to you or to your beneficiary. All compensation payable after termination of this Agreement shall be subject to the right of recoupment lien established in the Indebtedness Section of this Agreement.

Beneficiary – You may name a beneficiary to receive any commissions payable after your death. The Company reserves the right to require evidence that there are no conflicting claims before making payment to the named beneficiary.

Indebtedness – You shall be responsible to the Company for the acts and collections of you or your agents and employees and for the indebtedness of your agents to the Company. The Company shall have and is hereby given a right of recoupment on all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any and all debts or claims due or to become due to it from you. Without in any way limiting the Company's right to such recoupment, the Company shall have and is hereby given a valid first lien on and right of offset against all commissions, fees, and any other compensation payable under this or any other contract with the Company and its affiliates for the payment of any such debts or claims. This right of recoupment and lien shall not be extinguished by the termination of this Agreement. Following demand for repayment or termination of this Agreement, whichever first occurs, all indebtedness shall thereafter bear interest at the maximum lawful rate until paid. You shall be responsible to the Company for all costs and expenses, including legal fees, incurred by the Company as a part of its efforts to collect indebtedness.

Termination - You acknowledge that the Company has not expressly or by implication agreed to continue the term of this Agreement for any definite period of time. Either party may terminate this Agreement by giving thirty (30) days written notice prior to the date fixed for termination. Any notice may be mailed or delivered to the last known address of the other party. The Company may terminate this Agreement at any time upon the occurrence of any of the following events:

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

Upon termination, you shall in no manner thereafter act for the company and shall promptly account for and remit to the Company any monies then held for it. On demand, you shall turn over to the Company all undelivered policies, software, ratebooks, other records, materials, and properties pertaining to your agency business. Your right to any commissions or any other thing of value shall cease if you shall do any act which injures the business or reputation of the Company or if you fail to account for and remit promptly any monies collected by you for the Company or shall withhold any

policies, money, or other property belonging or returnable to the Company.

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

Award Recognition and Incentive Programs – The Company may, at its sole discretion, provide special award and incentive programs for its agents holding this Agreement. However, the Company is under no obligation to continue any such awards or programs and may discontinue them without notice.

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

Modification or Amendment – Any modification or amendment of this Agreement must be in writing and must be signed by an officer of the Company; provided, however, that the Company may, by written notice, unilaterally amend any Compensation Schedule or Supplement to this Agreement to affect policies to be issued after the date of the amendment.

Reserved Rights of the Company – The Company reserves the following rights: to refuse to accept any individuals or entity recommended for appointment and to terminate, at its sole discretion anyone whom you recommend for appointment; to unilaterally adopt rules and practices from time to time establishing compensation on old or new policies, commissions on conversions, or commissions on reinstated policies; to withdraw the availability of any policy; to withdraw from any territory; to modify or change its premium rates; to refuse to issue a policy to any applicant without stating any reason for refusal; to adopt rules and practices from time to time relating to any matter not otherwise provided in this Agreement.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Texas by you with the Company. This Agreement shall be governed by and construed according to the laws of the State of Texas. All actions with respect thereto shall be brought in a court of competent jurisdiction in the State of Texas.

Arbitration – Any dispute or controversy arising out of or relating to this Agreement, with the exception of any request for injunctive relief sought by the Company, will be resolved exclusively and finally by arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration may be filed at any AAA location in the United States upon the payment of \$100 of any applicable filing fee. If the parties cannot agree on a binding Arbitration

Agreement, then the arbitration will be conducted before a single arbitrator; however, if the amount in controversy is greater than \$50,000, the arbitration shall be conducted before three arbitrators. In any event, the arbitrator shall not award punitive damages or attorney's fees, those damages hereby being waived, and arbitration will be limited solely to the dispute or controversy between you and the Company. The arbitration may be held in person, by telephone, or online as agreed by the parties. Any decision rendered in such arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The parties will share the cost of arbitration, (including the arbitrator's fees, if any), in the proportion that the final award bears to the amount of the initial claim.

Sole Agreement – This Agreement, with the related Compensation Schedule, constitutes the sole agreement and supersedes all prior agreements between you and the Company, but this Agreement shall not impair your right to commissions or fees, if any, earned under a prior agreement or agreements with the Company.



NOTICE OF PRIVACY POLICY

American National Insurance Company

**One Moody Plaza
Galveston, Texas 77550**

American National Insurance Company is committed to providing insurance and annuity products and services designed to meet your needs. We are equally committed to respecting your privacy and protecting the information about you that we may receive. We have prepared this notice to advise you what information we collect, how we use it and how we protect it.

What Information We Collect

As an essential part of our business, we obtain certain personal information about you in order to provide a financial product or service to you. Some of the information we receive comes directly from you on applications or other forms, and may include information you provide during visits to our Web site. We may also receive information from physicians, testing laboratories and other health providers, and from consumer reporting agencies. The types of information we receive may include addresses, social security numbers, family information, current and past medical history and financial information, including information about transactions with other financial institutions.

What Information We Disclose

We do not disclose nonpublic personal information about our current or former customers to any non-affiliated entity, except as permitted by law. Examples of the disclosures which we are permitted by law to make include: disclosures necessary to service or administer an insurance or annuity product that you requested or authorized; disclosures made with your consent or at your direction; disclosures made to your legal representative; disclosures made in response to a subpoena or an inquiry from an insurance or other regulatory authority; disclosures made to comply with federal, state or local laws and to protect against fraud.

Our Privacy Protection Procedures

We protect information about you from unauthorized access. Our employees and agents receive training regarding our privacy policies, and access to information about you is restricted to those individuals that need such information in order to provide products and services to you. Examples of activities requiring access to personal information include: underwriting; claims processing; reinsurance and policyholder service. Finally, we employ secure technologies in order to safeguard transmission of information about you through our web sites, and we have established and maintain procedures to comply with all state and federal laws and regulations regarding the security of personal information.



INDEPENDENT MARKETING SOLICITOR APPOINTMENT



In consideration of my appointment by American National Insurance company ("American National") to solicit applications for American National, I hereby agree:

1. That my contract is with _____
(hereafter referred to as Recruiting Organization); and
2. That American National has no obligation to me for commissions, expense allowances, or any other form of compensation whatsoever; and
3. That I shall comply with the rules and regulations of American National and all applicable state laws and regulations; and
4. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisement, receipt, policy, or contracts of American National; and
5. That I shall promptly remit to Recruiting Organization or American National any and all monies received by me on behalf of American National; and
6. That I shall hold harmless and indemnify American National for any liability that it may incur as a result of any actions taken by me; and
7. That American National may, upon request of Recruiting Organization or upon its own initiative, cancel this appointment at any time; and
8. That I will forfeit all compensation, if any, to which I would otherwise be entitled after termination, in the event I shall attempt to influence any policyholder or agent to terminate their contract with American National and I also agree that since neither American National nor Recruiting Organization has an adequate remedy at law for such use of influence, either may institute proceedings to enjoin me from further such attempted use of influence.
9. I have received, read, understand and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines, the Notice of Privacy Policy and the Company Guide to Anti-Money Laundering adopted by American National Insurance Company. Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers on this appointment and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, I specifically attest that the Social Security Number or Tax Identification Number on this appointment is the correct number for the entity applying for appointment with American National Insurance Company.
10. I understand that in signing this form, I hereby authorize American National Insurance Company to investigate my background including my credit history at any time. (See Form 11145-NM.)
11. The person signing this form as "Applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employers or employees.
12. I understand that the Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who is engaged in the business of insurance to willfully permit anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to participate in the business of insurance.

Agreed to this _____ day of _____, _____.

Applicant (Please Print)

X

Applicant (Signature)

I hereby recommend the appointment of this applicant, subject to the terms of my contract with American National.

Recruiting Organization (Please Print)

X

Recruiting Organization's (Signature)

Date

Office Code

Personal Code

For Home Office Use Only

Chad Ferrell, SVP Chief of
Life and Annuity Distribution

Effective Date

American National Insurance Company One Moody Plaza Galveston, Texas 77550-7999



American National Insurance Company - Life and Annuity Distribution Contract Checklist - Must be submitted with Contract

Failure to submit Checklist, required documentation, or appropriate Upline will delay appointment.

Applicant Name: _____ Region Number: _____

Marketing Organization: _____ Telephone: _____

REQUIRED DOCUMENTS FOR CONTRACTING

- ☐ Applicable Producer Agreement - Return Signature Page Only
- ☐ For Solicitor - Solicitor Appointment, Form 9035 (Rev. 07/23)
 - ☐ Signature Page Signed & Dated
 - ☐ Full Name Printed or Typed
- ☐ Application to Represent American National, Form 3779 (Rev. 07/23)
- ☐ Proof of Errors & Omission Coverage - copy of declaration page (not required for Solicitor)
- ☐ Fair Credit Reporting Act Disclosure, Form 11145-NM (09/20) (required by The Fair Credit Reporting Act)
- ☐ Applicable Compensation Schedule
- ☐ For Florida appointment a list of all counties in which applicant will solicit business (non-resident appointments only)
- ☐ For Virginia appointment a copy of signed Insurance Activities Requiring Persons to Be Licensed in Virginia, Form 939-A-M Rev 07/23
- ☐ Anti-Money Laundering - If applicant has taken an AML basic training course through a vendor other than LIMRA, applicant should submit a copy of certification of completion. If applicant **has not** taken a basic training course, upon appointment, ANICO will register the applicant with LIMRA and applicant must access LIMRA's Web site (aml.limra.com) to complete the basic training course. (Financial Institutions - submission of completed Form FIM 001 will satisfy AML basic training course requirement.) See Anti-Money Laundering Compliance, Form 1770 (Rev.07/23)
- ☐ Product Specific Annuity Suitability Training - Required training prior to submitting an application for any annuity business with ANICO. Go to lad.americannational.com, Annuities, Sales Support, select Annuity Suitability
- ☐ New Business - If contract is for Simultaneous Submission State and New Business is included, list the New Business Application Date: _____. If New Business is submitted with contract, file must be mailed. **Do Not Fax New Business**

Please sign
and date all
applicable
Forms.

THE FOLLOWING DOCUMENTS MUST BE GIVEN TO EVERY APPLICANT

- ☐ Producer's Code of Conduct, Form 4516 (Rev. 07/23)
- ☐ Notice of Privacy Policy, Form 4977
- ☐ Direct Deposit, Form 4589 (Rev. 07/23) (n/a for Solicitor)
- ☐ Advertising Guidelines, Form 4512 (Rev. 07/23)
- ☐ Company Guide to AML, Form 4475_LAD (Rev. 07/23)
- ☐ AML Compliance, Form 1770 (Rev. 07/23)

APPLICANT CONTRACT CODE AND UPLINE INFORMATION (Must be listed)

Applicant Info:

Name: _____

SSN/TaxID: _____

Life Contract Code: _____

Annuity Contract Code: _____

Applicant's Immediate Upline Information:

Name: _____

Personal Code: _____

Fax or mail contract to Life and Annuity Distribution Contract Clerk, Life Producer Services Department:

Fax: 1-866-568-0449; Mail: American National Insurance Company, LPS Department, P.O. Box 1762, Galveston, TX 77553-1762

Home Office Use Only: Business Segment: _____

Responsibility Code: _____



American National Insurance Company - Life and Annuity Distribution - PUERTO RICO AGENTS
Contract Checklist - Must be submitted with Contract

Failure to submit Checklist, required documentation, or appropriate Upline will delay appointment.

Applicant Name: _____ Region Number: _____
Driver's License Number or Passport Number _____
Mother's Maiden Name: _____ Mothers Date of Birth: _____
Applicant's Place of Birth: _____
Marketing Organization: _____ Telephone: _____

REQUIRED DOCUMENTS FOR CONTRACTING

- ☐ Applicable Producer Agreement - Return Signature Page Only
- ☐ For Solicitor - Solicitor Appointment, Form 9035 (Rev. 07/23)
 - ☐ Signature Page Signed & Dated
 - ☐ Full Name Printed or Typed
- ☐ Application to Represent American National, Form 3779 (Rev. 07/23)
- ☐ Proof of Errors & Omission Coverage - copy of declaration page (not required for Solicitor)
- ☐ Fair Credit Reporting Act Disclosure, Form 11145-NM (09/20) (required by The Fair Credit Reporting Act)
- ☐ Applicable Compensation Schedule
- ☐ Copy of Puerto Rico Insurance License
- ☐ Copy of the Driver's License or Passport
- ☐ **Anti-Money Laundering** - If applicant has taken an AML basic training course through a vendor other than LIMRA, applicant should submit a copy of certification of completion. If applicant has not taken a basic training course, upon appointment, ANICO will register the applicant with LIMRA and applicant must access LIMRA's Web site (aml.limra.com) to complete the basic training course. (Financial Institutions - submission of completed Form FIM 001 will satisfy AML basic training course requirement.) See Anti-Money Laundering Compliance, Form 1770 (Rev. 07/23)
- ☐ **Product Specific Annuity Suitability Training** - Required training prior to submitting an application for any annuity business with ANICO. Go to lad.americannational.com, Annuities, Sales Support, select Annuity Suitability

**Please sign
and date all
applicable
Forms.**

THE FOLLOWING DOCUMENTS MUST BE GIVEN TO EVERY APPLICANT

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- ☐ Advertising Guidelines, Form 4512 (Rev. 07/23)
- ☐ Company Guide to AML, Form 4475_LAD (Rev. 07/23)
- ☐ AML Compliance, Form 1770 (Rev. 01/23)

APPLICANT CONTRACT CODE AND UPLINE INFORMATION (Must be listed)

Applicant Info:

Name: _____ Life Contract Code: _____ Annuity Contract Code: _____

Applicant's Immediate Upline Information:

Name: _____ Personal Code: _____

Fax or mail contract to Life and Annuity Distribution Contract Clerk, Life Producer Services Department:

Fax: 1-866-568-0449; **Mail:** American National Insurance Company, LPS Department, P.O. Box 1762, Galveston, TX 77553-1762

Home Office Use Only: Business Segment: _____ Responsibility Code: _____



American National Insurance Company

One Moody Plaza, Galveston, Texas 77550-7999

INSURANCE ACTIVITIES REQUIRING PERSONS TO BE LICENSED IN VIRGINIA

Per the request of the Virginia Bureau of Insurance, I hereby certify, under penalty of perjury under the laws of the State of Virginia, that I have received, read, and understand the information provided to me in reference to the Administrative Letter 2002-8 (discusses the many changes in Virginia laws governing the licensing and other activities of insurance agents, consultants, and other licensees) and Administrative Letter 2002-9 (discusses what activities require agents/agencies to be licensed and what activities are and are not permitted for those who are not licensed as insurance agents), and Administrative Letter 2008-03 (Rules Governing Military Sales Practices) found in the Virginia Bureau Insurance Code. All Administrative Letters may be located via the Bureau of Insurance web site at:

<https://www.scc.virginia.gov/boi/laws.aspx>

Date _____
mm/dd/yyyy

By _____
(Signature)

Print Name _____

Personal Code/National Producer Number _____

Branch Office Number (if known) _____

E-mail form to LicenseContracts@AmericanNational.com or Fax to 409-766-2988.



**AMERICAN NATIONAL INSURANCE COMPANY
LICENSE/APPOINTMENT DATA SHEET**

Please attach a copy of your NASD CRD
Statu report and a copy of your state variable
license(s)

To sell American National variable products an agent/broker must first be properly licensed and then be appointed by American National in the state in which the business will be written. This form is designed to expedite this process.

PERSONAL DATE

Name _____ Social Security Number _____
Birth Date _____ Fax No. _____
Residence Address _____ Mailing Address _____
City, State, ZIP _____ City, State, ZIP _____
Phone _____ Phone _____
E-mail address _____

Have you ever been indicted or convicted of a felony involving dishonesty, breach of trust, or been arrested for any crime other than a traffi offense? ☐ Yes ☐ No If "Yes," give specifics _____

CURRENT LICENSE STATUS

	Yes	No
Are you currently life licensed?	☐	☐
Are you currently variable products licensed?	☐	☐

Please indicate the state(s) in which you wish to sell variable products. **Attach current copies of license(s) for each state in which you wish to sell.**

BROKER DEALER DATA

I am an NASD registered representative with _____ Broker Dealer
Tax ID. # _____ located at:
Address _____ City _____ State _____ ZIP _____

X _____
Broker Dealer Signature Date

Note: This application for Licensing/Appointment will only be processed if the Broker Dealer with whom you are affiliated has executed a Selling Agreement with SM&R.

PLEASE NOTE THAT WE WILL NOT ACCEPT ANY BUSINESS UNLESS LICENSING PROCEDURES HAVE BEEN COMPLETED AND APPROVED BY AMERICAN NATIONAL'S LICENSING DEPARTMENT.

In consideration of my appointment by American National Insurance Company ("American National") to solicit variable products for American National, I hereby agree:

1. That my contract is with the Broker Dealer representing American National; and
2. That American National has no obligation to me for commissions, expense allowances, or any other form of compensation whatsoever; and
3. That I shall comply with the rules and regulations of American National and all applicable state laws and regulations; and
4. That I shall not alter, modify, waive, or change any of the terms, rates or conditions of any advertisement, receipt, policy, or contracts of American National; and
5. That I shall promptly remit to my Broker Dealer or American National any and all monies received by me on behalf of American National; and
6. That I shall hold harmless and indemnify American National for any liability that they may incur as a result of any actions taken by me; and
7. That American National may, upon request of my Broker Dealer or upon its own initiative, cancel this appointment at any time; and
8. That I will forfeit all compensation, if any, to which I would otherwise be entitled after termination, in the event I shall attempt to influence any policyholder or agent to terminate his contract with American National and I also agree that since neither American National nor _____ has an adequate remedy at law for such use of influence, either may institute proceedings to enjoin me from further such attempted use of influence.
9. That I have received, read, understand and agree to comply with the contents of the Producer's Code of Conduct, the Advertising Guidelines, the Notice of Privacy Policy and the Company Guide to Anti-Money Laundering adopted by American National Insurance Company. Furthermore, each of the undersigned declares for himself/herself, and all other interested parties, that all of the answers in this application and any supplements to it are full, complete and true to the best of his/her knowledge and belief. In addition, the undersigned specifically attests that the Social Security Number or Tax Identification Number on the application is the correct number for the entity applying for appointment with American National Insurance Company.
10. I have read, understood, and signed a copy of Authorization Form #4708. I understand that in signing Form #4708, I hereby authorize the Company, at any time, to investigate my background, including my credit history.
11. The person signing this form as "applicant" hereby acknowledges that they are not obtaining a license/appointment with American National Insurance Company for the sole purpose or intention principally to solicit or place insurance on the applicant's own life or that of relatives, employer's or employees.

Agreed to this _____ day of _____, X _____
Licensed NASD Representative Signature Date

I understand that the Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who is engaged in the business of insurance to willfully permit anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to participate in the business of insurance and I recommend this applicant be contracted with the company.

Approved by American National _____ Date _____ Personal Code _____

MAILING INSTRUCTIONS (Be sure to attach NASD CRD status report and copy of current state license.)

1. Representative signs forms and mails to Broker/Dealer.
2. Broker/Dealer signs form and mails to:
American National Insurance Company
Broker/Dealer Marketing, 9th Floor
One Moody Plaza
Galveston TX 77550-7999

FOR HOME OFFICE USE ONLY

Office Code _____

Agent Code _____



AMERICAN NATIONAL
INSURANCE

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) _____	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.)
	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 _____ ☐	
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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
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General Instructions

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

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

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