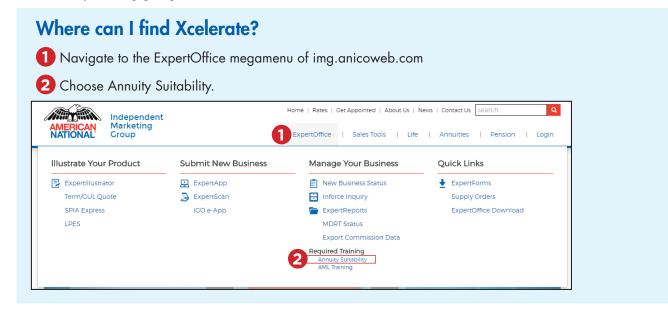
# **Xcelerate Suitability Course Guide**



#### What is Xcelerate?

Xcelerate is product training software that American National will be using to replace RegEd for required annuity suitability training going forward.

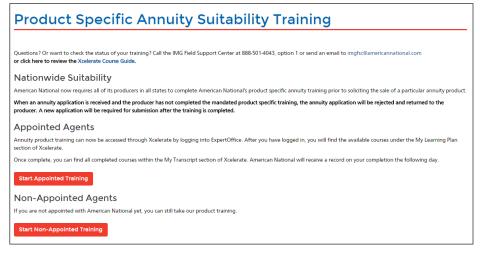


#### How do I login to Xcelerate?

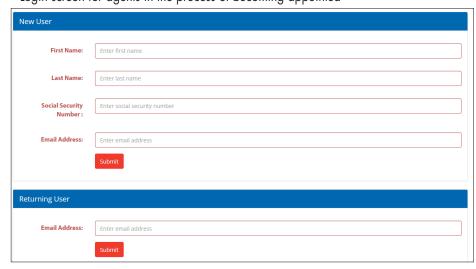
**Appointed agents:** Your ExpertOffice portal login credentials will log you into Xcelerate automatically. There will be no need for a special login for Xcelerate. Click the **Start Appointed Training** button to login and get started.

Agents that are in the process of becoming appointed: You can get started on your product training. Click the **Start Non-Appointed Training** button to login as a new user.

Remember the email address you used to do your training. If you do not complete your training and need to return, you can enter your email address into the Returning User section of Xcelerate to log back in.



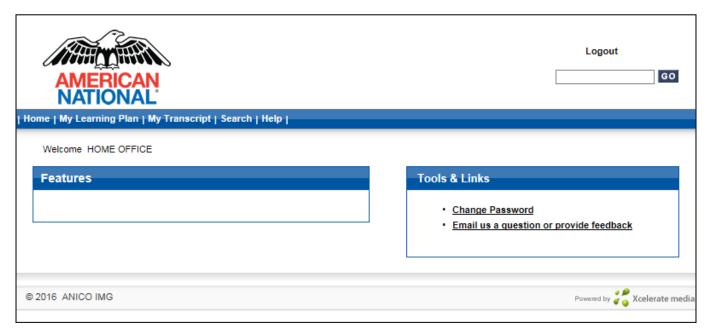
Login screen for agents in the process of becoming appointed



#### What will I see when I login to Xcelerate?

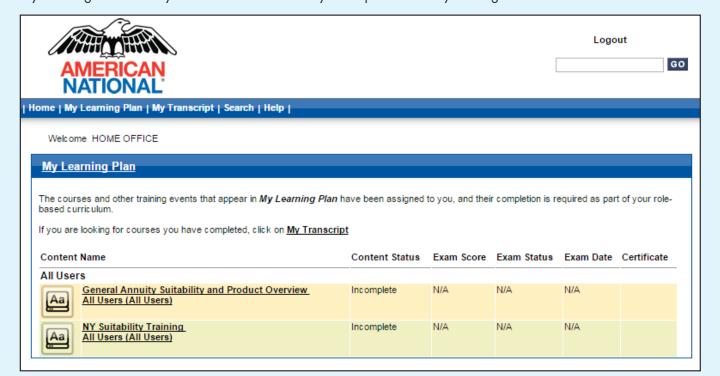
After you login, you will see a variety of options in the top navigation bar, including:

- My Learning Plan Any courses you have not completed will be available here.
- My Transcripts The status of completed courses will be listed here.



#### What is My Learning Plan?

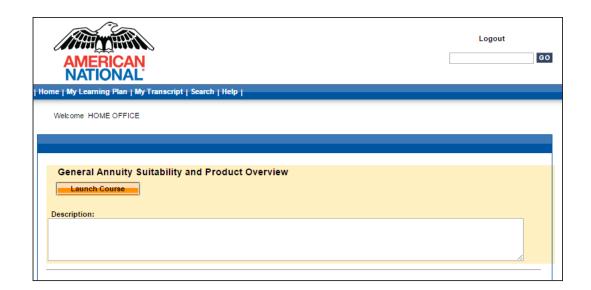
My Learning Plan allows you to view and launch any incomplete suitability training course.



# How do I launch a course?

You can choose a course from the "My Learning Plan" page.

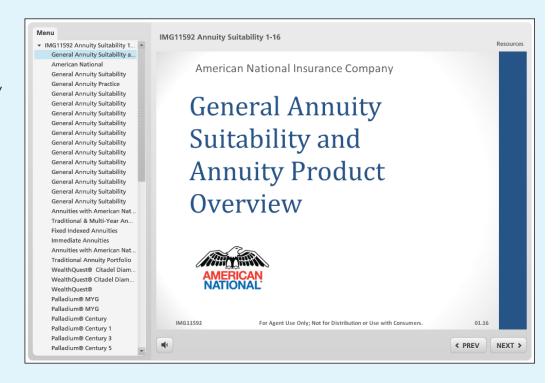
Once you choose your course, you will see the screen below. Click the "Launch Course" button to begin your suitability course.



# How do I navigate a course?

Once the course launches, navigate through the course by clicking the next button on the bottom right of the page.

You must complete the presentation in its entirety in order to receive credit.



# For more information, contact the IMG Field Support Center at 888-501-4043, option 1.

American National Insurance Company, headquartered in Galveston, Texas is licensed to conduct business in all states except New York. Business is conducted in New York by American National Life Insurance Company of New York, headquartered in Glenmont, New York.

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



# APPLICATION TO REPRESENT AMERICAN NATIONAL INSURANCE COMPANY Independent Marketing Group

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 Addre	ss
Send all mail to Residence Street A		Business Street Address	Business P.O. Box
• Is the contract to be in the name of a	corporation or partnership? Yes	No If Yes, submit corporate I	icense.
If Yes Name		City & State	
Tax ID No		Partnership Corpor	ration
List all non-resident states you wish to	be appointed with through Independent Mar	rketing	
If being appointed non-resident	in Florida, please provide all counties so	oliciting business.	
Have you sold insurance through a	another name or agency in the past five y	years? Yes No If	Yes, provide details.
	f 1994 makes it a criminal offense for any willfully engage in the business of insura		l of any criminal felony involving
Have you ever been indicted Have you been arrested for	I or convicted of any such felony? any other crime?	<ul><li>☐ Yes ☐ No</li><li>☐ Yes ☐ No</li></ul>	
-	as to charge, date, jurisdiction and outco	ome	

<ul> <li>Have you ever filed or be</li> </ul>	een declared bankrupt? Yes	No	
Are you presently indebte	ed to any insurance company or age	ncy? Yes No If Yes, p	rovide details.
To Whom	Nature of Debt	Amount	Payment Terms
Have you ever had, or no	ow have, any federal, IRS, state tax	liens or garnishments?	′es
-	d by errors and omissions insurance required. Submit copy of declaration		r).
Have you ever filed an e	errors and omissions claim?	s No	
Have you ever been disc	ciplined by a state insurance depart	tment? Yes No	
-	ationed or disciplined for violating a pelled or disciplined by a profession		
Anti-Money Laundering	(AML) Certification (Required to	o issue business)	
Have you completed AMI	L training within the last 12 months?	Yes No	
If Yes, check one box.	LIMRA Other If Other, atta	ch a copy of your certification of	completion.
Was AML training complete	eted through a Broker/Dealer?	Yes No	
If Yes, Broker/Dealer nar	ne	Broker/	Dealer CRD
See Form #1770 for Am	erican National Insurance Compan	y AML Compliance Requirement	S.
	ny for the sole purpose or intentio		a license/appointment with American nsurance on the applicant's own life
			s Code of Conduct, the Advertising ogram adopted by American National
of this application and any sundersigned specifically atte	supplements to it are full, complete	, and true to the best of his/her ler or Tax Identification Number or	es, that all of the answers in the pages knowledge and belief. In addition, the the application is the correct number
and signed a copy of Author		that in signing this application	l by law. I have also read, understand, and Form4708, I hereby authorize
	ake a written request to Company's nature and scope of the investiga		period of time for additional, detailed
	Date	Ар	plicant



# American National Insurance Company Company Guide to Anti-Money Laundering

As an insurance producer, your skills and services help our clients achieve financial success and security. Since you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve our clients, but also to serve this country by helping prevent money laundering and the financing of terrorist activities.

To comply with new federal anti-money laundering regulations for insurance companies, our family of companies is implementing a detailed anti-money laundering program. You have an important role to play in that program. You may often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products we sell, and the customer's reasons for purchasing an insurance product.

That in selling individual annuities and life insurance, the Company's anti-money laundering program requires you must:

- Ensure that all information requested on the product application and associated documents is accurate and complete, including the USA PATRIOT Act Notification and Customer Identification Verification form for all non-variable business.
- Contact the appropriate Anti-Money Laundering (AML) compliance officer if a customer resists providing information. (See contact information further in this document.)
  - Records of this information must be retained as long as the contract remains in force and for five years thereafter.
- Notify the appropriate AML compliance officer if you detect any money laundering red flags, so that the Company can determine whether a suspicious activity report (SAR) must be filed with the U. S. Department of the Treasury or any agency thereof.

Possible Red Flag Activity (for a comprehensive list of red flag activity, contact the AML officer at American National)

- The purchase of a product that appears to be inconsistent with a customer's needs
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth
- Any attempted unusual method of payment, particularly by cash or cash equivalents, such as money orders or cashier checks
- Payment of a large amount broken into several smaller amounts
- Little or no concern by a customer for the performance of an insurance product, but much concern about the early termination features of the product
- The reluctance by a customer to provide identifying information, or the provision of information that seems fictitious
- Any other activity which you think is suspicious

#### **AML Contact Information**

#### Report Suspicious Activity To

Contact: Judith L. Regini (Judy), Assistant Vice President, Corporate Compliance, Chief Compliance Officer for Anti-Money

Laundering

Mail: P.O. Box 1896, Galveston, Texas 77553-9902

**Phone:** (800) 933-5975 **Fax:** (409) 621-3885

Email: AMLCompliance@anico.com

---Continued on Reverse Side---

Please cut at dotted line and return completed Receipt and Acknowledgment section to the AML Contact Listed above.

### AMERICAN NATIONAL INSURANCE COMPANY COMPANY GUIDE TO ANTI-MONEY LAUNDERING

#### RECEIPT AND ACKNOWLEDGMENT

I have received, read and understand American National's Company Guide to Anti-Money Laundering. I agree to comply with the requirements of such policies and understand that failure to do so will lead to disciplinary action, up to and including termination and appropriate legal sanctions.

ermination and appropriate legal sanctions.
Print Name:
ignature:
Personal Code:
Date:

Revised 05/2007 Form 4475



## American National Insurance Company Company Guide to Anti-Money Laundering

#### **Types of Payments Accepted**

Advise customers that only the following types of payment may be accepted:

- Personal checks and pre-authorized check payments.
- Cash (currency or coin) in amounts less than \$1,000. (Cannot accept cash for variable contracts.)
- Cash equivalents (money orders, cashier's checks, traveler's checks, bank drafts).
  - Cash and cash equivalents must be reported to the IRS and FinCEN on Form 8300 when payments received by the Company in a single transaction or in two or more related transactions total more \$10,000. Related transactions occurring within any 12-month period would be aggregated for reporting purposes even if individually they are less than \$10,000. [Agents may have independent reporting obligations and should check their Company's website for additional information.]
  - Limited to \$500 for variable contracts.

• If a customer provides a form of payment that is not permitted, do not accept the payment and notify the appropriate AML compliance officer if it is in an amount greater than \$1.000.

NOTE: An employee, agent or broker must not, under any circumstances, disclose that he has reported suspicious activity or red flags to the Company. It is the sole responsibility of the Company's AML officer to determine whether a SAR is filed with the Dept. of Treasury. The AML officer and the Company are prohibited from disclosing to the agent and any other person that a SAR has been filed.

The Company and its producers share an important responsibility to comply with the Company's program and all applicable anti-money laundering laws. A failure to do so will constitute grounds for discipline, up to and including termination. In addition, violation of anti-money laundering laws may expose those responsible to substantial penalties under federal law.

For more details on each of these requirements, contact the AML officer of American National or of SM&R, for broker/dealer questions involving variable contracts.

Revised 05/2007 Form 4475



#### **Certification of Completion -- Anti-Money Laundering Training**

#### AGENTS - COMPLETE SECTIONS ONE THROUGH THREE

<b>Section One: Agent Information</b>		
Agent's Name:	Social Security No:	
Address:		
City:	State	Zip Code
Phone: (daytime)	(evening)	
Section Two: Training Information		
Title of training program		
Date training program completed		
<i>Training was delivered by: (Check all that</i> Insurance company: ☐ (please specify full		
Broker Dealer: ☐ (please specify full name	e and contact information)	
Bank: ☐ (please specify full name and con	ntact information)	
Vendor: (please specify full name and cont	tact information)	
Other  (please specify full name and co	ntact information and attach outline of training	g program if available)
I am a duly licensed insurance agent and at knowledge satisfies requirements imposed CFR 103.137). I acknowledge that the insu approve the training program and its currie	ci-Money Laundering Training Program Confirm that I have completed the above-reference on insurance companies by regulations issued arrance company to which this certification has culum before accepting this certification. I at that I am knowledgeable about my obligations	ted training program, which to the best of my l under USA Patriot Act Section 352 (US 31 been provided retains the right to review and ffirm (i) that I have read and understand the
Signature of Agent	Date:	
SECTION FOUR IS FOR B	BROKER-DEALERS, BANKS, AND INSUR	RANCE COMPANIES ONLY
Section Four: Attach a certificate docum (please check all that apply).	enting the contents of the training program	or complete and execute the items below
☐ Training program covers the ACLI Core	Elements for an AML Course	
☐ Training program is in compliance with Rule 3011)	regulations issued under USA Patriot Act Sect	ion 352 (US 31 CFR 103.137 and/or NASD
	mpleted the above referenced training program regulations issued under USA Patriot Act Sec	
Entity Delivering Training:		
Name	Title	
Signature:	Phone number:	
Email Address:		

Form CA-2006-1

#### **Instructions for Certification of Completion Anti-Money Laundering Training**

Effective May 2, 2006, Insurance Companies are required to establish and maintain Anti-Money Laundering programs for covered products, in accordance with USA PATRIOT Section 352 (US 31 CFR 103.137). Agents and brokers must be integrated into these programs and receive anti-money laundering training. This form was developed to provide you with a convenient means to verify, to the various companies with whom you do business, that you have completed this training.

Agent or Broker: You should complete Sections One and Two and execute the affirmation in Section Three. If your training was provided by an insurance company, broker-dealer or bank, that entity must either provide a certificate including an outline of the training program or complete and execute Section Four.

#### **Section One – Agent Information**

Please complete this section in its entirety. Make sure that you include at least one telephone number where you can be contacted to verify the information you have submitted.

#### **Section Two - Training Information**

Please provide the name of the training program, the date you completed it, and the name of the entity providing the training, including a contact person. If you received training from an entity other than an insurance company, broker-dealer, bank, or vendor, you must attach an outline of the training program.

#### **Section Three – Agent Affirmation**

You must complete and sign this form before you submit it to an insurance company as proof that you have completed training.

### Section Four – Training program Content and Affirmation (Insurance Companies, Banks, and Broker-Dealers Only)

If the training was delivered by an insurance company, bank, or broker-dealer, that entity must either provide a certificate (including an outline of the training program) or complete Section Four, certifying that the training program covers the ACLI's "Recommended Core Elements for an AML Training Program for Life Insurance Agents and Brokers" and/or that the training program is in Compliance with regulations issued under the USA PATRIOT Act.

The ACLI Core Elements are posted on the internet at the following site: <a href="http://www.acli.com/ACLI/Issues+nonmembers/AML+Resources%3a+Integrating+Agents+and+Brokers.htm">http://www.acli.com/ACLI/Issues+nonmembers/AML+Resources%3a+Integrating+Agents+and+Brokers.htm</a>

If the training was delivered by an insurance company, broker-dealer, or bank, this form will not be accepted unless the firm performing the training provides a certificate of completion or executes this affirmation.

Insurance companies, broker-dealers and banks are subject to AML requirements imposed by regulations issued under Section 352 of the USA Patriot Act (31 CFR 103.137 and/or NASD Rule 3011). If your training was provided by a vendor or an entity not subject to these regulations, the insurance company you represent will need to verify the content of the training.

#### **Contact Information**

If you have any questions, please contact your AML Officer.



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.

*Not replace* a life or health insurance or a financial product of a client unless it is in their best 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.

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

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

#### AMERICAN NATIONAL INSURANCE COMPANY

#### Why Direct Deposit?

Direct Deposit is the recommended method of payment of commissions to compensate our producers. 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 Why wait for the mail? No more lost checks, delays, etc. 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 1-800-899-6504 for your commission amount 24 hours a day (can start 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 back accounts in our systems. This will eliminate the need for special checks and delays in receiving your future direct deposits.

Please note that if you choose not to use Direct Deposit as your method of payment, that the procedure for replacing lost checks is a lengthy process. A "stop payment" has to be applied **and confirmed** before the lost or existing check can be reissued. This process takes approximately 2 weeks.

Direct Deposit is one of the steps in ANICO'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 (ANICO) and the bank listed to deposit my commissions to the account name below. This authority will remain in effect until I have 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	SSN #
AGENCY#	
ADDRESS	CITY, STATE, ZIP
CHECKING ACCOUNT #	SAVINGS ACCOUNT#
9 DIGIT ROUTING #	9 DIGIT ROUTING #
CREDITUNION	MONEY MARKET ACCT
% TO CHECKING ACCT.	% TO SAVING ACCT.
(Name as it appears on checking account)	(Name as it appears on savings account)

If contract file is submitted electronically through nomoreforms, a voided check should be scanned and submitted as an attachment to the file or you may fax a copy to 409-621-3032. If submitting voided check by fax, please include a cover sheet indicating original file was submitted through nomoreforms 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.

Form 4589 Rev. 02/05

For Agent Use Only



page 1 of 1

### Authorization Issued by American National Insurance Company One Monday Plaza, Columbia, TX 77550, 7000

NATIONAL One Moody Plaza, Galveston, TX 77550-7999



#### Required by The Fair Credit Reporting Act

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to American National Insurance Company or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant's credit worthiness, 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 the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that American National Insurance Company may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to American National Insurance Company or its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances loans, and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes American National Insurance Company or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not American National Insurance Company will make an offer of a contract to the Applicant.

For California, Minnesota or Oklahoma applicants only, if you would like box.	to receive a copy of the consumer report, if one is obtained, please check this
For California applicants only, if public record information is obtained wipublic record information unless you check this box waiving your right to	ithout using a consumer reporting agency, you will be supplied a copy of the obtain a copy of the report. $\square$
(Applicant's Printed Name)	(Applicant's Signature)
(Date)	(Social Security Number)

#### AMERICAN NATIONAL INSURANCE COMPANY GALVESTON, TEXAS GENERAL AGENT'S AGREEMENT

American National Insurance Company (hereinafter designa	ted as "Company") hereby appoints
	y and obligations set forth in this Agreement, and you accept
your appointment subject to the terms and conditions of this Agreement and all re	lated Schedules and Supplements related to it.
Effective Date - This Agreement shall become effective on _	,, If any provision of the my applicable law or any valid Department of Insurance ruling or
	ance. This Agreement shall supersede all previous agreements
petween the parties.	ince. This Agreement shall supersede an previous agreements
setween the parties.	
GENERAL AGENT:	RECRUITING ORGANIZATION:
By:	By: Jeff Affronti
(Signature)	(Signature of Organization Representative)
	Cultural trade by ESD Insurance Complete
(Print or Type Name Here)	Submitted by: FSD Insurance Services (Print or Type Name of Organization)
(1 till of Type Name Here)	(11th of Type Name of Organization)
AMERICAN NATIONAL INSURANCE COMPANY:	Recruiter's Personal Code #: G6946
	BENEFICIARY TO RECEIVE COMMISSIONS
By:	PAYABLE AFTER DEATH (LIMITED TO ONE
Title:	INDIVIDUAL):
<b>EXECUTIVE VICE PRESIDENT</b>	
INDEPENDENT MARKETING	Name of Beneficiary (Print or Type)
Date:	
	Relationship:
	-
(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 author ity 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.

all times comply with the rules and You shall at 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 fulltime 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 Co mpany 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

Form 4737 - 1 - 05/01

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 unde rwriting practices, acceptance of risk, delivery of policies, and all other areas of the Company's business, you are required to:

- (1) Comply with the Company's policies and procedures concerning the replacement of life insurance policies and annuity polici es. 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 reunderwritten 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. never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that thenew 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 re,6ewing -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 o r 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 which you 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 transacti ons 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 an y 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.

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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 unearnedcommissions 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 refun d 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 of 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.
- 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 a ny 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 extinguishe d 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:

- 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 withdra wal 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, rate books, 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 writte n 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 indviduals 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 mater 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 ofor 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

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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.

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This compensation schedule shall cancel and supersede all previously effective Compensation Schedules and Paid Production requirements, but it shall not impair your rights to commissions or fees, if any, earned under the provisions of any prior schedules. Commissions and fees are expressed as a percentage of premiums paid unless otherwise noted.

Schedule consists of 4 pages total.

Life Products		1st Year		Additional Deposits/Renewals					
	Ages	Target Premium	Yr. 2 - 3	Yr. 4 - 5	Yr. 6 - 7	Yr. 8 - 10	Yr. 11+ ¹		
Signature Performance IUL <sup>2</sup>	0-69	80	2	2	2	2	0.6		
excess	0-69	2	2	2	2	2	0.6		
	70-85	75	2	2	2	2	0.6		
excess	70-85	2	2	2	2	2	0.6		
Signature Guaranteed UL <sup>2</sup>	18-69	80	2	2	2	2	0.6		
excess	18-69	2	2	2	2	2	0.6		
	70-80	75	2	2	2	2	0.6		
excess	70-80	2	2	2	2	2	0.6		
ANICO Executive UL <sup>2</sup>	0-69	80	2	2	2	2	2		
excess	0-69	2	2	2	2	2	2		
	70-85	75	2	2	2	2	2		
excess	70-85	2	2	2	2	2	2		
Signature Whole Life	0-69	80	2	2	2	2	0.7		
	70-79	60	2	2	2	2	0.7		
	80-85	30	2	2	2	2	0.7		
Limited Pay Whole Life	18-44	80	2	2	2	2	-		
	45-49	80	1.2	1.2	1.2	1.2	-		
	50-54	60	0.8	0.8	0.8	0.8	-		
	55-70	40	0.4	0.4	0.4	0.4	-		
Paid Up Additions Rider	0-85	2	2	2	2	2	2		
	Ages	Yr. 1	Yrs. 2-5	Yrs. 6-10					
ANICO Signature Term (Annual policy for	ee is non-comm	issionable)							
ART	18-65	80	-	-	-	-	-		
10 year term <sup>3</sup>	18-70	80	-	-	-	-	-		
15 year term	18-65	85	-	-	-	-	-		
20 year term	18-60	90	-	-	-	-	-		
30 year term	18-50	90	-	-	-	-	-		

Commission chargeback is 100% on all life products if during the first six months a policy terminates due to a surrender or lapse.

Commissions on riders originally issued with the policy are paid at the same rates as the base policy unless otherwise shown, except for the Level Term Rider on ANICO Executive UL. Any additional premium paid because of this rider will be commissioned at the policy's rate for excess premium. Commissions for policy increases and riders added after the policy is issued are paid at the same first year and renewal rates as the policy for the amount of the increase unless otherwise shown. Commissions on increases and on riders added after the policy is issued will be paid to the agent who writes and submits the application for the increase or addition.

#### **Universal Life Products:**

Full First-Year Commissions will be paid at the First-Year rates up to the Premium Target. Flat Extras, Temporary Extras, or Service Fees may increase the Premium Target and thus be paid at the First-Year rate. First-Year Premiums in excess of the Premium Target will be paid at excess rates and all Premiums paid after the first year will be paid at renewal rates. Note, if the product has a rolling target First-Year rates will be paid for the first two years until the Target Premium is met.

#### Whole/Term Life (Traditional) Products:

Full First-Year Commission, Renewal Commission, and Service Fees are paid on the entire premiums of a policy issued with a table rating of 6 or less, permanent flat extra premium, or temporary extra rating of 6 years or longer. If a policy is issued with a temporary extra rating of 5 years or less, then no First-Year Commission, Renewal Commission, or Service Fees are paid on the premium charged for the temporary extra rating. Whole/Term Life products do not pay commissions for premium allocated to cover table rating in excess of Table 6.

#### **New Money Premium Payments:**

Commissions are only payable on new money premium payments made by the policy owner and received by the Company at its home office. Monthly deductions from cash value made by the Company to continue coverage are not premium payments and are not commissionable.

#### Term Conversions:

- 1. First-year commission rates apply to only the excess of the new permanent plan commissionable premium over the conversion credit.
- 2. Production credit will be earned only to the extent that the production credit on the new permanent plan exceeds the production credit received on the term plan.

#### Production Credit for Policies on Producers' Relatives:

Life insurance insuring a relative of any producing agent in the hierarchy associated with the policy, as well as life insurance covering the life of any producer in the hierarchy, will be <u>ineligible</u> for production credit until two full annual premiums have been paid on the policy. For the purpose of this Schedule, relative is defined as the agent's spouse (including common law), mother, father, mother-in-law, father-in-law, and grandparent. Relative is further defined as the following and their spouses: children, grandchildren, siblings, children of siblings, and grandparents of the agent's spouse.

#### **Life Products Footnotes**

- 1. Service Fees are not vested. They are payable only while you are actively under contract with American National Insurance Company.
- 2. First-year target commission rate will be paid on all premiums collected until an amount equal to the target premium has been paid regardless of when it is paid.
- 3. Issue ages for the SI version are 18-64.

Annuity Products										
			Guarante	e Period						
Palladium MYG Annuity <sup>1, 2</sup>	Ages	3 Yr.	4 Yr.	5 Yr.	6 Yr.	7 Yr.	8 Yr.	9 Yr.	10 Yr.	
	0-79	1.5	2	2.5	2.5	2.5	2.5	2.5	2.5	
	80-85	0.5	1	0.5	0.5	0.5	0.5	0.5	0.5	
		Payout periods		All other		All other				
Palladium Immediate Annuity <sup>1</sup>		<u>5-9</u>		<u>payouts</u>		<u>payouts</u>				
	Ages	0-90		0-84		85-90				
		1.5		3		1.5				
Non-Registered Group Variable Annuity <sup>1, 3, 6</sup>	0-500k	501k-1m	1.01m-3m	3.01m-5m	5.01m +					
Target % Years 1-3	4	3	2	0.7	0					
Trail Years 4+	0.5	0.5	0.5	0.5	0.5					
	Ages	1 Yr.	2 Yr.							
Century Plus Annuity <sup>1, 2, 6</sup>	0-75	5	-							
	76-80	3	-							
	Ages	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6+ Yrs.	Trails 4		
Group Unallocated Annuity - Fixed <sup>1, 6</sup>	-	4	4	4	4	4	4	-		
Owner	Ages	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6+ Yrs.			
WealthQuest Citadel Diamond Annuity 5 1, 2	0-80	3	-	-	-	-	-			
	81-85	2	-	-	-	-	-			
WealthQuest Citadel Diamond Annuity 7 1,2	0-80	3.5	3.5	3.5	-	-	-			
	81-85	2.5	2.5	2.5	-	-	-			
Owner	Ages	1 Yr.	2 Yr.	3-4 Yrs.	5 Yr.	6 Yr.	7 Yr.	8+ Yrs.	Trail <sup>4</sup>	
ANICO Strategy Indexed Annuity Plus 7 Year <sup>1, 2</sup>	0-75	5	3	3	2	1	0.5	0	-	
	76-80	4	1	0	0	0	0	0	-	
ANICO Strategy Indexed Annuity Plus 7 Year <sup>1, 2, 5</sup>	0-75	0.5	-	-	-	-	_	-	0.5	
Trail Option	76-80	0.5	-	-	-	-	-	-	0.38	
Owner	Ages	1 Yr.	2 Yr.	3-5 Yrs.	6 Yr.	7 Yr.	8 Yr.	9 Yr.	10 Yr.	11+ Yrs.
ANICO Strategy Indexed Annuity Plus 10 Year <sup>1, 2</sup>	0-75	7	5	5	4	3	2	1	0.5	0
	76-80	5.5	2.5	0	0	0	0	0	0.0	0
Owner		1 Yr.	2 Yr.	3+ Yrs.	Trail <sup>4</sup>	-		<u> </u>		-
ANICO Strategy Indexed Annuity Plus 10 Year <sup>1, 2, 5</sup>	0-75	1	0.5	0	0.6					
Trail Option	76-80	0.5	0.25	0	0.5					

#### **Internal Replacements:**

Commissions are limited on internal replacements. Please see <a href="https://img.anicoweb.com">https://img.anicoweb.com</a> for details on current internal exchange programs.

#### **Annuity Products Footnotes**

1. Commission chargeback is 100% on the following products if during the **first policy year** a policy terminates due to a **death claim or full policy surrender** for Palladium MYG (all issue ages), Citadel 5 & 7 (applies to issue ages 80+ for death claims and all issue ages for surrenders) and Century Plus Annuity (all issue ages). Commission chargeback of 50% applies to the **second policy year** for Century Plus Annuity (all issue ages) **death claim or full policy surrender**. Commission chargeback is 100% in first year for full surrender for ANICO Strategy Indexed Annuity Plus 7 & 10, (no chargebacks on death in the first contract year).

Commission chargebacks for partial surrenders are as follows:

First Year - All issue ages - 100% of the portion of a partial surrender which incurs a surrender charge for Palladium MYG, Citadel 5 & 7, ANICO Strategy Indexed Annuity Plus 7 & 10 and Century Plus Annuity.

Second Year - All issue ages - 50% of the portion of a partial surrender which incurs a surrender charge for Century Plus Annuity.

Commission chargebacks will apply to the Palladium Immediate Annuity if the contract is rescinded in the first year.

Commission chargebacks will apply to the Non-Registered Group Variable Annuity and the Group Unallocated Fixed Annuity if the contract is rescinded in the first year. In addition, any rollover/takeover funds totaling \$50,000 or more will be subjected to a 100% commission chargeback if the funds do not remain in the group contract for a minimum of 12 months. This rule will apply to any rollover/take over contribution, regardless of the policy duration.

2. Chargeback and issue age is based on age of Annuitant for Palladium MYG.

Chargeback and issue age is based on age of Oldest Owner for Century Plus Annuity, Citadel 5 & 7 and ANICO Strategy Indexed Annuity Plus 7 & 10.

- 3. Trail commissions start in the 37th month for the Non-Registered Group Variable Annuity.
- 4. Trail commissions start in the 13th month.
- 5. Renewal Asset Based Commission: Beginning policy year two and for as long as the policy is in force, you shall receive a percentage of Policy Account Values (as valued on the last day of each month) less outstanding policy loans if any. These commissions will be paid monthly based upon a formula that pays one-twelfth (1/12) of the trail commission rate on the ANICO Strategy Indexed Annuity Plus 7&10.
- 6. After 10th policy anniversary, commission rate is payable only while you are actively under contract with American National Insurance Company.