

American National Insurance Company of Texas

Licensed Only Agent Contracting Checklist

Complete and sign the following items.

- ❑ Complete & Sign Agent Agreement (1 pg)
- ❑ Personal History Form (1 pg)
- ❑ Producer's Code of Conduct (1 pg)
- ❑ HIPPA Business Associate Amendment (2 pg)
- ❑ Authorization Form (1 pg)
- ❑ Copy of Your Insurance License
- ❑ Copy of Your E&O

Fax Completed Signature Pages to: (417) 877-1336

Any Questions? Please call us at... (800) 647-0724

Osborn & Associates
3444G S. Campbell Avenue
Springfield MO 65807-5102

*Please read and fill out the entire contract and make personal copies.
Thank You for your business!*

Health | Life | Group | Medicare | Long Term Care | Annuities



American National Life Insurance Company of Texas
Marketing Office:
2450 South Shore Blvd., Suite 500, League City, TX 77573
Phone: 888.290.1085 Fax: 281.538.3393

AGENT AGREEMENT

The AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS ("Company") is hereby requested to make application to the Department of Insurance of the State of _____ for the issuance of a _____ insurance agent's license/appointment authorizing me to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license/appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. that I shall be an agent assigned to the agency of _____;
2. that the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expense incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with _____ who has agreed to compensate me for such services;
3. that I shall comply with the rules, regulations and rate books of the Company, the laws of the State of _____ and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance;
4. that I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect;
5. that I shall promptly remit to _____ or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first-year or renewal premiums, or any other item whatsoever;
6. that I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever;
7. that I shall not attempt systematically to rewrite or replace customers of the Company with other carriers. Should I do so I will forfeit all compensation I would have otherwise been entitled to from the undersigned manager, and my license/appointment with the Company, if still active, shall be revoked immediately; and
8. that the Company may, without liability to me whatsoever upon request of _____ or upon its own initiative, cancel my license/appointment at any time.

IN WITNESS WHEREOF, I have affixed my signature this _____ day of _____, 20_____

Agent's Signature

I, the undersigned, certify that I have made a thorough and diligent investigation which has shown that the Applicant is of good moral and business character. I understand that I am responsible for the training and supervision of the Applicant while engaged in the business of insurance.

Agency

Signature of Agency Representative

Date

Agency Code

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS

Name _____	Social Security Number _____
Date of Birth _____	Maiden or Other Name Used _____
Mailing Address _____	Business Phone Number _____
Home Address _____	Phone Number _____
Former Address _____	FAX Number _____
Spouse's Name _____	Email Address _____

PERSONAL HISTORY: Please answer all questions Yes or No.

If more space needed - Attach a separate page.

- | | YES or NO |
|--|-----------|
| 1. Are you now licensed? _____ State(s) _____ (Submit Copy)
License Number _____ Type of License/Lines _____ | _____ |
| 2. Has any state ever taken administrative action against your license?
If Yes, name state and provide details: _____ | _____ |
| 3. Have you ever been refused bond?
If Yes, please give the reason: _____ | _____ |
| 4. Do you have an open Bankruptcy?
If Yes, give details: _____ | _____ |
| 5. The Violent Crime and Control Act of 1994 makes it a criminal offense for anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust to willfully engage in the business of insurance. Have you ever been convicted of a felony?
If Yes, give specifics as to charge, date, jurisdiction and outcome on a separate sheet of paper. | _____ |
| 6. Do you now have any tax liens, judgments or garnishments?
If Yes, give details: _____ | _____ |
| 7. Are you presently indebted to any insurance company or agency?
If Yes, give details: _____ | _____ |
| 8. a. Are you currently covered by errors and omissions insurance? (Submit Copy)
E & O Carrier _____ Limits _____
Policy Number _____ Effective Date _____ Expiration Date _____ | _____ |
| b. Have you ever filed an errors and omissions claim? | _____ |

WORK HISTORY: May we contact you at your present place of business? YES or NO

Present Employer _____	Company Name _____	Supervisor _____	Phone Number _____
Address _____	City, State, Zip _____	Employment Dates _____	
Most Recent Employer _____	Company Name _____	Supervisor _____	Phone Number _____
Address _____	City, State, Zip _____	Employment Dates _____	

REFERENCES: Please give name, address and phone number of two businesses.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____

I certify that my answers to the above questions are true and that I authorize the State Insurance Department to release to American National Life Insurance Company of Texas information within their records concerning me. I hereby authorize an investigative and credit report whereby information is obtained through personal interview; the inquiry usually concerns information on character, general reputation and mode of living. I understand that any information obtained by the Company will be available to me upon my written request. I certify that I have read and agree to comply with the Company's Privacy Policy and Code of Conduct. If accepted, I will comply with all regulations of this state and the Company.

Signature _____

Date _____



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Producer's Code of Conduct

As a representative of American National Life Insurance Company of Texas, 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, and appropriate to their circumstances.
- fully understand and accurately represent the Company's products and services.
- ensure my personal interests do not conflict with those of clients or the Company.
- render prompt and quality service, both before and after the sale to clients and their beneficiaries.
- learn and follow all Company policies and procedures related to my role as a producer.
- keep informed with respect to applicable laws and regulations and observe them in the practice of my profession.
- determine that any replacement of life or health insurance or a financial product I am proposing is in the best interest of my client.
- foster goodwill, courtesy and consideration in the treatment of policyholders and the general public, while maintaining loyalty and respect for the Company.
- meet all Continuing Education requirements.
- Endorse and support the Insurance Marketplace Standards Association's (IMSA's) Principles of Ethical Market Conduct:
 - Conduct business according to high standards of honesty and fairness and to render that service to my customers which, in the same circumstances, I would demand for myself;
 - Provide competent and customer-focused sales and service;
 - Engage in active and fair competition;
 - Use 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; and
 - Maintain a system of supervision that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

Representative

Marketing General Agent

Please sign this acknowledgement and return it with your Application for Appointment.

**HIPAA BUSINESS ASSOCIATE AMENDMENT
WITH
AMERICAN NATIONAL INSURANCE COMPANY OF TEXAS**

This Amendment is entered into on this _____ day of _____, 20___, by and between American National Insurance Company of Texas ("Covered Entity") and _____ ("Business Associate") to amend the Contract between Covered Entity and Business Associate. This Amendment is effective as of the compliance date of the Privacy Rule and Security Rule as defined herein.

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

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

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

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

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

Definitions

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

General

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

Permitted Uses and Disclosures

Business Associate is permitted to use and disclose PHI from the Covered Entity in the course and scope of their ordinary business to carry out the obligations pursuant to the Contract which this Amendment modifies.

Duties of Business Associate

Business Associate shall:

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

Security of Electronic PHI

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

- (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (2) ensure that any agents or subcontractors who will have access to electronic PHI will also implement reasonable and appropriate safeguards to protect the information.
- (3) report any security incident of which it becomes aware to the Covered Entity including any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

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

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

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

Data Aggregation Services

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

Right to Audit

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

Termination

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

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

Further Assurances

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

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

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

Survival

The provisions of this Amendment shall survive termination of the Contract between Covered Entity and Business Associate.

Other Terms

With the exception of the terms and conditions set forth in this Amendment, all other terms and conditions of the Contract shall remain unaltered and in full force and effect.

Conflict

If there is any conflict between the terms of this Amendment and the Contract, this Amendment shall govern.

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

Agent Signature

Date

Agent Name (print)

Social Security Number

American National Life Insurance Company of Texas

Date



American National Life Insurance Company of Texas
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Phone: 888.290.1085 Fax: 281.538.3393

RESPONSIBLE BUSINESS PRACTICES GUIDELINES

PLEASE REVIEW THE ENCLOSED GUIDELINES AND PRODUCER'S CODE OF CONDUCT AS PART OF YOUR APPLICATION FOR APPOINTMENT WITH AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS. THEY EXPLAIN OUR EXPECTATIONS ABOUT THE WAY WE WILL CONDUCT OUR BUSINESS WITH EACH OTHER AND WITH OUR POLICYHOLDERS. SIGN AND RETURN A COPY OF THE PRODUCER'S CODE OF CONDUCT WITH THE OTHER FORMS YOU COMPLETE IN THE APPLICATION PROCESS.

American National Life Insurance
Company of Texas