

Sign and Return this Page to Golden Rule

**INDEPENDENT BROKER'S CONTRACT
SIGNATURE PAGE**

I acknowledge and agree that:

- (a) I have received a copy of the Independent Broker's Contract (IBC-0410), consisting of this page and four (4) other pages, as well as the Rules and Regulations (Rules-0410), which are fully incorporated by reference and made a part of the *Contract*;
- (b) I have read, understood, and agreed to each and every term of this *Contract*; and
- (c) This *Contract* will not be in effect until such time as the *Company* has countersigned this Signature Page and attached the appropriate *Commission Schedule(s)*.

YOU: _____
Print or type *Your Name*

BY: _____
Print Name (and title if signing in a representative capacity)

X _____
Signature Date

BENEFICIARY DESIGNATIONS (See 3.9):

Name	Address	Relationship
Primary Beneficiary(ies):		

Contingent Beneficiary(ies):

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**FOR HOME OFFICE USE ONLY
EXECUTED ON BEHALF OF GOLDEN RULE INSURANCE COMPANY**

BY: _____
Name

X _____
Signature Date

This agreement shall take effect as of _____ Producer No. _____

GOLDEN RULE INSURANCE COMPANY of Lawrenceville, Illinois (herein called the "Company", "We", "Us", or "Our") and You do hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth below:

"*Broker of Record*" refers to the person shown as licensed broker on the relevant application for an *Insurance Product*. If more than one person is shown on the application, credit will be divided into a maximum of two equal shares. After the first year, the *Broker of Record* may be changed, but only upon receipt and acceptance by *Us* of a written request from the *Client*.

"*Contract*" refers to this Independent Broker's Contract, including the Rules and Regulations, which are incorporated by reference.

"*Clients*" refers to *Our Insureds*, policyholders, certificateholders, payors, MET employers, or applicants for whom *You* are *Broker of Record*.

"*Commission Schedule*" refers to the schedule as initially attached to this *Contract* or as modified by written notice from the *Company*.

"*Insured*" refers to any person covered under an *Insurance Product*.

"*Insurance Products*" refers to the insurance policies, certificates, contracts, plans, or other evidence of coverage available from *Us*, including annuity contracts.

"*PBA*" refers to the Prospective Broker Application.

"*You*" and "*Your*" refer to the party that has executed this *Contract*. If *You* are an agency or other entity, *You* act only through *Your* agents, employees, and representatives. Any provisions that could only apply to a natural person will not apply to *You*. All other provisions will apply to *You*.

"*Your Sub-Brokers*" refers to brokers: (1) who have designated *You* as the party to be paid on their *PBAs*; and (2) authorized by *Us* to submit applications.

PART I — YOUR AUTHORITY

1.1 General Authority. *You* have the authority, responsibility, and rights stated in this *Contract*. Subject to all terms of this *Contract* and any applicable state or federal laws, *You* are authorized to:

- (a) Obtain and submit applications for *Insurance Products* to *Us* for *Our* consideration on behalf of persons for whom *You* are acting as broker, but only if the *Insurance Product* is: (1) named in the *Commission Schedule*; (2) offered in those states in which *You* are authorized and/or appointed; and (3) one for which *You* understand the materials provided by *Us*, and have completed any required product training.
- (b) Collect initial premiums in exchange for official receipts furnished by *Us*. *You* do not have the exclusive right to submit applications on behalf of prospective *Clients* for any *Insurance Product*.
- (c) Submit *PBAs* for prospective sub-brokers. If *You* are a sub-broker, *You* may not have sub-brokers.

1.2 Independent Status. *You* are an independent contractor relative to the *Company*. Although this *Contract* entitles *You* to submit applications to the *Company* on behalf of prospective *Clients*, *You* shall not represent to anyone that *You* act on behalf of the *Company*, except as expressly set forth in this *Contract*.

Nothing contained in this *Contract*, or any written material or correspondence of the *Company*, shall be construed to create an employer-employee or principal-agent relationship between *You* and the *Company*. The parties recognize that:

- (a) Due to a particular state's licensing requirements, *You* may be appointed in that state as an "agent"; and
- (b) From time to time the *Company* or others may refer to *You* as an "agent." These references may occur because of the general use of these words in everyday vocabulary.

It is expressly intended and agreed that *You* are an independent contractor, acting as the agent of *Your Clients* and not as *Our* agent. *You* are free to exercise *Your* own judgment as to the time, place, and manner of dealing with *Your Clients* and potential *Clients*.

1.3 Unauthorized Acts. You are prohibited from engaging in any act not expressly authorized by Us. Unauthorized acts specifically set forth in the Rules and Regulations may result in termination of this *Contract* and forfeiture of future compensation. We may seek any other remedy We deem appropriate.

PART II — YOUR DUTIES

2.1 Compliance with Company Rules. You will comply with the Rules and Regulations incorporated by reference into this *Contract*, as well as any written changes provided to You.

2.2 Your Sub-Brokers. You are responsible for the acts and omissions of Your Sub-Brokers as though they were Your acts and omissions. Therefore, You must train and supervise Your Sub-Brokers. Your Sub-Brokers do not have any authority not granted to You. Whatever is required of You is also required of Your Sub-Brokers.

2.3 Licensing and Appointment. In order to submit applications for *Insurance Products*, You must be licensed as required by law, and authorized and/or appointed by Us. In states that send renewal license information directly to the licensee, it is Your responsibility to furnish Us with a copy of Your renewal licenses. Renewal appointment fees or other fees for You and Your Sub-Brokers may be withheld from compensation.

2.4 Errors and Omissions Coverage. We reserve the right, as a condition for submission of applications, to require that You obtain Errors and Omissions insurance coverage from a carrier satisfactory to Us of the type and in the amounts specified by the *Company*. You must notify Us of any changes in Your Errors and Omissions insurance coverage.

2.5 Trust Fund. All collections made by You shall be kept entirely separate and distinct from other funds. You shall pay these collections over to Us within three (3) business days. You shall not make use of any of these funds. If You withhold any funds, policies, receipts, or other property belonging to the *Company* or a *Client*, this *Contract* shall be immediately terminable by the *Company* without notice and all compensation accruing to You shall be forfeited in accordance with 3.6.

2.6 Product Delivery. You shall promptly deliver all *Insurance Products* in accordance with the Rules and Regulations. Without the specific written approval of the *Company*, You are expressly forbidden to deliver any *Insurance Products* to a *Client*:

- (a) Without securing the full first premium.
- (b) When, to Your knowledge, the *Client* has received medical treatment, consultation, or medication; has contracted any illness or disease; has suffered any injury or mental or physical impairment since making application for insurance; or there has been any other change in circumstances of the *Client* from the circumstances included in the application.

- (c) When, to Your knowledge, a misrepresentation has been made on the application.

2.7 Taxes. You are responsible for all occupational, income, and municipal taxes for You. All state premium taxes will be paid by Us.

2.8 Advertising Materials. All advertising material that uses or includes the name of the *Company* or that describes *Our Insurance Products* shall not be printed, circulated, or used without *Our* prior written approval. Refer to the Rules and Regulations for specific requirements.

2.9 Confidentiality and Privacy. We expect You and/or Your employees to comply with the confidentiality and privacy of information requirements, as specified in the Rules and Regulations. This 2.9 shall survive termination of the *Contract*.

2.10 Cooperation. If a *Client* notifies You of a complaint about You or the *Company*, You will immediately notify Us. If one of Your *Clients* files a complaint or lawsuit against You or the *Company*, You will cooperate fully with Us by:

- (a) Answering relevant questions under oath; and
- (b) Furnishing copies of relevant documents that pertain to the matter or other assistance reasonably required to resolve the matter.

PART III — COMPENSATION

3.1 Commissions. We pay commissions on *Insurance Products* for which you are the broker of record. The commissions will be based on the *Commission Schedule(s)* initially attached to this *Contract* by the *Company*, and periodically updated by Us for attachment thereafter. The commissions will be based on the *Commission Schedule* in effect on the date the *Insurance Product* was issued and the date the premium is received and credited by Us. In *Our* sole discretion, We may amend the *Commission Schedule(s)* at any time without advance notice; We may apply those changes for any new business and/or existing business issued or with effective date(s) prior to or after such amendment; and We may do so with or without taking any similar action(s) with regard to any other broker. You may designate another person or entity to receive Your commissions; upon Your request we will provide You an Assignment of Commission form for that purpose. If You make such an assignment, We may provide Your *Commission Schedule(s)* to Your assignee. We will consider any commission payment direction You provided Us on Your *PBA* to be an assignment; You can change that direction at any time, but only by giving Us an Assignment of Commission form.

3.2 Payment. Commissions will be paid to You unless You are a sub-broker. Commissions will accumulate until at least \$100 is payable. You may assign commissions only to a properly licensed broker appointed and/or authorized by Us. We will honor an appropriate court order or notice of levy in the event of garnishment or levy.

3.3 Your Sub-Brokers. You are solely responsible for the compensation of Your Sub-Brokers. You agree to indemnify and hold the Company harmless from any losses, costs, liabilities, or damages that are incurred by Us as a result of Your failure to promptly or properly compensate these persons.

3.4 Reservation of Rights. The Company reserves the right to determine:

- (a) Whether compensation will be paid and, if so, to whom it will be paid, on reinstated or converted Insurance Products and on Insurance Products that in Our judgment are replacements of existing Company Insurance Products.
- (b) The amount of compensation to be paid on Insurance Products not now covered in the Commission Schedule(s).
- (c) Whom to pay if there is a dispute between You and another broker over compensation, but not between You and Your Sub-Brokers.

3.5 Chargebacks, Setoffs, and Deficits. If We return premium for any reason, the commissions on that premium will be deducted from Your commissions. We may set off any debt owed by You to Us against any amount owed by Us to You. If You owe Us more than We owe You, You shall repay Us any deficit amount, within 30 days of demand.

3.6 Forfeiture of Future Compensation. No further compensation will be due or payable if You or Your Sub-Brokers commit any unauthorized acts under Part II of the Rules and Regulations. This 3.6 survives termination of this Contract.

3.7 Termination of Compensation. If this Contract is terminated for any reason other than pursuant to 4.1 (a) and subject to all other terms of this Contract, the Company will continue to pay any commissions owed to You until:

- (a) Your death and the death of all designated beneficiaries (or dissolution if You are a business entity);
- (b) These payments have been made for five (5) years; or
- (c) Commissions otherwise payable to You in any calendar year are \$1,000 or less.

3.8 Conclusive Accountings. If You are not a sub-broker, We will provide or make available to You a periodic statement of all compensation due and payable to You with each commission payment. Unless You file a written objection to the statement within sixty (60) days from the date of the mailing or posting of the statement, that statement shall be deemed conclusively correct and You waive any right to contest the statement.

3.9 Beneficiaries. Your primary and contingent beneficiary designations are shown on the Signature Page of this Contract. If no designations are shown, Your estate will be Your beneficiary. We will follow Our usual procedures concerning payments to beneficiaries and changes in beneficiary designations.

PART IV — GENERAL PROVISIONS

4.1 Termination of Contract.

- (a) **Termination for Cause.** We may effect an immediate termination of this Contract and revoke all Your rights and privileges by written notice to You, if You fail to:
 - (i) Comply with the terms and conditions of Your Contract, including a failure to abide by the Rules and Regulations.
 - (ii) Obtain or maintain any required insurance license in any state.
- (b) **Termination without Cause.** This Contract may also be terminated without cause by either party upon at least thirty (30) days written notice to the other party.
- (c) **Automatic Termination of Sub-Broker.** If You are a sub-broker, this Contract will terminate automatically and without notice if the contract between Us and the party designated by You on Your PBA is terminated.

4.2 Reservation of Rights. Without terminating this Contract, We reserve all Our rights not expressly in conflict with this Contract, including the right to:

- (a) Authorize or terminate authorization of some of Your Sub-Brokers and not others.
- (b) Refuse to accept business from any of Your Sub-Brokers.
- (c) Discontinue acceptance of applications for any Insurance Product.
- (d) Withdraw from doing business in any state or area.

4.3 Good Faith. The parties agree to perform all duties under this Contract in utmost good faith.

4.4 Indemnification. You agree to indemnify and hold the Company harmless from any and all “loss” incurred by Us as a result of any act or omission that is:

- (a) In violation of this Contract, or
- (b) Negligent or intentional misconduct; and
- (c) Committed by You, Your Sub-Brokers, and/or Your employees.

As used here, "loss" includes, but is not limited to, court costs, any claims or benefits paid pursuant to judgment or reasonable settlement, and all reasonable attorneys' fees and expenses incurred by *Us* in defending and/or settling any claim against *Us*, or in pursuing recovery from *You*, *Your Sub-Brokers*, and/or *Your* employees.

4.5 Modification of Contract. This *Contract* may only be modified in writing signed by a duly authorized representative of the *Company*. *You* will be deemed to have accepted any changes (other than those described in 2.1), unless *You* notify the *Company* in writing to the contrary within thirty (30) days of receipt of the *Contract*-change notice. In addition, *You* acknowledge there may be a federal, state or local law, rule, regulation, policy or legislative, regulatory or judicial action or an official interpretation thereof (a "Change of Law") that may have a material effect on the *Company* or the *Insurance Products*. As such, the *Company* may provide written notice to *You* of any amendment or modification to the *Contract* or any of its *Addendum(s)* or *Commission Schedule(s)* that *We* deem necessary in *Our* sole discretion as a result of the Change of Law.

4.6 Non-Waiver. Forbearance, neglect, or failure of the *Company* to enforce any or all of the provisions of this *Contract* or to insist on strict compliance by *You* or *Your Sub-Brokers*, shall not be construed as a waiver of any of *Our* rights or privileges.

4.7 Entire Agreement. This *Contract*, together with all amendments and attachments, including the Rules and Regulations and the *Commission Schedule(s)*, sets forth the entire understanding between *You* and *Us*. This *Contract* supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter.

4.8 Notices. Any notice required by this *Contract* shall be sufficient and effective upon deposit in the U.S. mail, postage prepaid, and addressed to *You* at *Your* last known address shown on the *Company's* records.

4.9 Choice of Law. This *Contract* will be construed in accordance with the laws of the state of Illinois without reference to Illinois conflicts-of-law provisions.

4.10 Headings and Titles. The headings and titles used in this *Contract* are non-substantive and for reference only.

4.11 Severability. If any provision of this *Contract* is held invalid for any reason, the remainder of this *Contract* shall not be affected.

Read and keep this document and all other notices where they can be referred to as questions or issues arise. Revisions, additions, or deletions to these Rules and Regulations will be deemed to be in *Your* possession seven days after they have been mailed to *You*.

DEFINITIONS

The following terms have the meanings set forth below:

"Broker of Record" refers to the person shown as licensed broker on the relevant application for an *Insurance Product*. If more than one person is shown on the application, credit will be divided into a maximum of two equal shares. After the first year, the *Broker of Record* may be changed, but only upon receipt and acceptance by *Us* of a written request from the *Client*.

"Company", *"We"*, *"Us"*, or *"Our"* refers to Golden Rule Insurance Company.

"Clients" refers to *Our Insureds*, policyholders, certificateholders, payors, MET employers, or applicants for whom *You* are *Broker of Record*.

"Insured" refers to any person covered under an *Insurance Product*.

"Insurance Products" refers to the insurance policies, certificates, contracts, plans, or other evidence of coverage available from *Us*, including annuity contracts.

"PBA" refers to the Prospective Broker Application.

"You" and *"Your"* refer to the party which has received this document. If *You* are an agency or other entity, *You* act only through *Your* agents, employees, and representatives. Any provisions that could only apply to a natural person will not apply to *You*. All other provisions will apply to *You*.

PART I — GENERAL RULES

1.1 To maintain *Our* good reputation and *Yours*, *You* must comply with all applicable statutes, ordinances, rules, and regulations of all federal, state, municipal, and other regulatory agencies or authorities.

1.2 While *You* are free to give *Your Clients* good, honest advice, *Your* authority to act on *Our* behalf is limited.

You may not, under any circumstances, obligate or bind the *Company* in any manner, such as:

- (a) Issuing binders;
- (b) Field underwriting or determining eligibility; or
- (c) Offering personal assurances concerning issues of underwriting, claim resolution, or coverage.

Your relationship with *Us* is that of an independent contractor. *You* should keep *Us* informed of the following information: *Your* address, telephone number, and states in which *You* are licensed. All materials furnished to *You*, including rate manuals (either in disk form or hard copy), must be returned upon request. Such material may also be considered *Our* proprietary information, and *Your* disclosure of such information is prohibited. If *You* are in doubt as to what material may be disclosed, please contact *Us*.

PART II — UNAUTHORIZED ACTS

You are prohibited from engaging in any act not expressly authorized by *Us*. No power or authority shall be implied from the grant or denial of powers specifically mentioned in this document. Unauthorized acts include:

- (a) Incurring any debt or obligation on behalf of *Us*, or waiving any forfeiture.
- (b) Making, altering, or discharging any application, policy, plan, or contract.
- (c) Extending the:
 - (i) Time for payment of any premium or accepting payment of any past-due premium; or
 - (ii) Grace period of any product or waiving any grace-period premium.
- (d) Waiving and/or excluding from any application any information including, but not limited to, information pertaining to the health, weight, height, age, residence, past or present physical, mental, or other medical conditions of a *Client*, or any other information that might be required to be disclosed by the *Client*, when that information is disclosed or otherwise known to *You*.
- (e) Receiving any money due or to become due to *Us*, except the first premium or first premium installment on applications submitted by *You*.
- (f) Representing the *Company* in any manner except as authorized by *Us*.
- (g) Signing as *Broker of Record* any application not directly solicited by *You*. *You* shall not sign any application that has been solicited by any other person. *You* may sign only applications solicited by *You*.

- (h) Completing any part of a health insurance application, except premium and broker information, unless otherwise mandated by state law.
- (i) Using any marketing materials that refer to *Our Insurance Products* without *Our* prior written approval.
- (j) Charging a service fee to the *Client* for services provided in soliciting and/or servicing one of *Our Insurance Products*.
- (k) Engaging in unfair and deceptive practices in violation of federal and/or state laws. These practices include misrepresentations, false information, defamation, boycott, coercion, intimidation, false statements, false entries, unfair discrimination, rebates, and unfair financial planning practices.
- (l) Engaging in unfair competition based on the elements of price, quality, and service under federal or state laws. This includes unsuitable placement, bashing, and making disparaging remarks regarding *Us* or another carrier.
- (m) Perpetrating any fraud or deceit upon a *Client* or *Us*.
- (n) Misapplying or embezzling funds belonging to a *Client* or *Us*. If no policy, plan, or contract is issued on an application, then the whole amount of monies collected by *You* shall be returned to the *Client* within three (3) working days after receipt of notice of non issue.
- (o) Withholding any funds, policies, receipts, supplies, or equipment belonging to *Us* after *We* have made a demand for them.
- (p) Improperly inducing or influencing *Clients* to relinquish their Insurance Products with *Us*.

If *You* engage in any unauthorized act, *We* may terminate *Your* relationship and declare *Your* future compensation forfeited. *We* may also seek any other remedy *We* deem appropriate. This Part II shall survive termination of any contractual relationship.

PART III — LICENSING

3.1 *We* require that *Your* licensing be complete before *You* submit any application to *Us*. *We* will notify *You* when *You* are authorized and/or appointed, and *You* may begin offering applications for *Our* products.

3.2 In states that send renewal license information directly to the licensee, it is very important that *You* furnish *Us* with a copy of *Your* renewal license. Unless *Your* current license is on file with *Us*, any application *You* submit will be returned to *You*.

3.3 *You* may verify *Your* appointment status and authorization to offer *Our* products by contacting *Our* Marketing Service Center.

PART IV — APPLICATIONS, PREMIUMS, AND UNDERWRITING

4.1 When submitting applications to *Us*, please ensure that the *Client* accurately completes all forms, unless the form is specifically designed to be completed by *You*. Either way, be sure the *Client* carefully reviews the completed application prior to signing and dating it. Never allow a *Client* to sign a blank or an incomplete application.

4.2 All applications must be submitted the earlier of: (a) three (3) business days after *You* receive the application from the *Client*; or (b) six (6) business days after the application is completed and signed by the *Client*.

4.3 Applications more than fifteen (15) days old when received by *Us* will be returned. The *Client* must date applications on the date the application is signed.

4.4 *We* do not accept COD health business or trial applications. Any submissions without the initial premium will be returned.

4.5 *We* will accept COD life business only in the following situations:

- (a) Cases of life insurance in which the aggregate amount of the life insurance in force or applied for with the *Company* will equal or exceed \$300,000.
- (b) Cases of life insurance in which any person to be covered has experienced stroke, heart attack, diabetes, or cancer (other than skin cancer).
- (c) If the insurance product will be funded via a Section 1035 Exchange (in which case the tax form must be submitted with the application).

4.6 Unless otherwise instructed by *Us* on the application, premium checks should be made payable to the *Company* and submitted with the application. Partial payments cannot be accepted unless specifically provided for in the product information.

4.7 Only initial premiums are to be collected and submitted with the application. Subsequent premiums will be billed directly by *Us*, and the *Client* will make all payments directly to the *Company*, unless otherwise instructed by *Us*.

If the first year's premium is payable in installments, *You* will collect only the first installment.

4.8 With regard to a health product for individuals and small groups, the earliest possible effective date is the date set forth in the Conditions Prior to Coverage provision for that product.

4.9 Do not submit altered applications.

4.10 Coverage restriction riders attached to any issued *Insurance Product* will be reviewed upon written request if:

- (a) Six months have elapsed for one-year riders; or
- (b) One year has elapsed for riders that have a duration of more than one year.

PART V — CONFIDENTIALITY AND PRIVACY OF INFORMATION

5.1 As used in this Part V, all references to *You* will include any of *Your* employees, sub-brokers, or other representatives.

5.2 Definitions. To the extent a term is defined in both the Agreement and in this Addendum, HIPAA or ARRA, the definition in this Addendum, HIPAA or ARRA shall govern. **“Breach”** shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402. **“Compliance Date”** shall mean, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the Amendment Effective Date, the Compliance Date shall mean the Amendment Effective Date. **“Affiliate”**, for purposes of this Amendment, shall mean any entity that is a subsidiary of UnitedHealth Group. **“Services”** shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Business Associate to Covered Entity under the Agreement, as amended by written agreement of the Parties from time to time. All references in this Amendment to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.

5.3 *You* may be provided with or have access to information which *We* consider confidential and proprietary (“Confidential Information”), including, but not limited to, pricing, rates, computer programs, and product information. *You* will hold in confidence and not use or disclose any Confidential Information. This shall not apply to the Confidential Information if it:

- (a) Is readily available to the public without restriction through no fault of *Yours*.
- (b) Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose this information.
- (c) Was rightfully in *Your* possession without restriction prior to its disclosure, or was independently developed by *You* without access to such Confidential Information.

5.4 *You* may be provided with or receive “Protected Information.” “Protected Information” shall be defined to include, but is not limited to, “nonpublic personal information” and “individually identifiable health information” as currently used in 15 U.S.C. § 6809 and 45 C.F.R. § 164.501 and as they are subsequently updated, amended, or revised.

5.5 Pursuant to this agreement, *You* will provide services for *Us* that involve the use and receipt of Protected Information. Except as other-wise specified herein, *You* may use the Protected Information as necessary to perform *Your* obligations under this agreement. All other uses not authorized by this agreement are prohibited. In the event *You* disclose Protected Information which is not authorized by this agreement, *You* agree to inform *Us* in writing of such disclosure as soon as *You* discover it.

5.6 Either party may terminate this agreement at any time with at least ten (10) days prior written notice for an uncorrected material breach of this Part V, provided the breaching party was allowed a reasonable opportunity to remedy the material breach, and it was not corrected during that time. Upon termination of this agreement, the breaching party shall:

- (a) Destroy or return, the Protected Information in the breaching party’s possession and retain no copies (which shall mean destroying all back-up tapes), if it is feasible to do so. If not feasible, provide notification to the other party in writing; and
- (b) Recover any Protected Information in the possession of employees. If it is infeasible for *Us* or *You* to obtain any Protected Information from any employee, *We*, or *You*, must provide a written explanation and require the employees to agree to extend any and all protections, limitations, and restrictions contained in this paragraph to any Protected Information retained after the termination.

5.7 Responsibilities of *You* and the *Company*. With regard to the use and/or disclosure of Protected Information, *You* and the *Company* hereby agree to do the following:

- (a) Use and/or disclose the Protected Information only as permitted or required by this agreement and/or by law.
- (b) Put into practice administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Information that *You* create, receive, maintain, or transmit on behalf of *Us*.
- (c) Require all employees that receive, use, or have access to Protected Information to agree in writing to adhere to the same restrictions and conditions contained in this Part V.
- (d) Make all records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Information available to regulatory authorities for purposes of determining compliance with the Privacy Laws, subject to attorney-client and other applicable legal privileges.
- (e) Upon request, agree to provide access to the Protected Information to the *Insured* to whom it relates (or his or her authorized representative).

- (f) Upon request, agree to make any amendment(s) to the Protected Information.
- (g) Upon request from *Us*, provide such information to respond to a request by an *Insured* for an accounting of the disclosures of the *Insured's* Protected Information.
- (h) Unless authorized in writing by *Your client*, *You* agree not to further disclose account numbers to conduct telemarketing, direct-mail marketing, or other electronic-mail marketing to *Your client*.

5.8 *You* and the *Company* shall not be obligated under this Part V, if the Protected Information:

- (a) Is or has become readily publicly available without restriction.
- (b) Is received without restriction from a third party lawfully in possession of and lawfully empowered to disclose such information.
- (c) Was rightfully in *Your* possession or *Ours* without restriction prior to its disclosure or was independently developed by *You* or *Us*.

5.9 Business Associate Obligations. With regard to *Your* use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Business Associate agrees to: (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; (b) without unreasonable delay, and in any event on or before 48 hours after its Discovery by Business Associate, notify Covered Entity of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Business Associate believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and supplement the notification on an ongoing basis with: (i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by Covered Entity to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart 0 with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, 0, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in Covered Entity's sole discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2(b) and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 2(b); (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Business Associate shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other

obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b). *Notwithstanding any other provision of the Agreement, Business Associate may use and disclose PHI only as necessary to perform Business Associate's obligations under the Agreement.*

5.10 Miscellaneous. Any other provision of the Agreement that is directly contradictory to one or more terms of this Addendum shall be superseded by the terms of this Addendum. The terms of this Addendum to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA and ARRA. This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

PART VI — COMMISSIONS

6.1 Commissions are paid on business actually issued through the last day of the preceding month. After *Your* first year as a broker, commission payments will be left to accumulate until at least \$100 in commissions is payable.

6.2 Commission is not paid on new applications until the *Insurance Product* has been issued and *We* have received the premium.

6.3 Please wait at least sixty (60) days following submission of an application to inquire about unpaid commissions. *Your* inquiry should be directed to *Our* Marketing Service Center.

PART VII — ADVERTISING

7.1 All advertising material used by *You* that uses or includes *Our* name or that describes *Insurance Products* offered by *Us* shall be submitted to *Us* prior to use and shall not be printed, circulated, or used without *Our* prior written approval. Advertising material includes, but is not limited to, materials provided to potential *Clients*, the general public, or existing *Clients* (when offering or promoting a change in existing coverage). Types of advertising material include, but are not limited to, brochures, fliers, cards, letters, television or radio scripts, booklets, illustrations, videos, computer-generated media (such as the Internet), prepared salestalks, presentations, telephone listings, signs, magazines, newsletters, and newspapers.

7.2 *You* may not change the format or content of *Our* advertising material, nor may *You* incorporate another company's advertising material into or with *Our* advertising material.

7.3 *Our* advertising material may not be reproduced or distributed on the Internet, through E-mail, or by any other electronic means without *Our* prior written approval.

7.4 Any advertising materials available to *You* through the *Company's* Broker Internet Service, including, but not limited to, brochures or other information, may not be distributed by *You* to any persons other than *Your* prospective *Clients*.

7.5 You may not use the *Company's* name, trademark, service mark, or product name or make reference to such trademark, service mark, or product name in any advertising materials, including, but not limited to, building directories, office doors, or signs. You are prohibited from using the *Company's* name or logo in any way that might imply a relationship between You and Us other than the relationship of an independent contractor.

PART VIII — CLAIMS

8.1 We make every effort to assure fast, accurate, and fair claims handling. You can best serve *Your Clients* by encouraging the claimants to cooperate in the collection of all medical records necessary for a complete and proper claim.

8.2 You shall not offer opinions about claims to *Insured's* or other persons. Decisions on all claims will be made by the Claims Department based on information submitted by the *Insured* and the providers of medical services.

INFORMATION SOURCES

Claims/Account Servicing: Should You receive a question from an *Insured* or a provider regarding a health claim, please refer him/her to *Our Client Services Division* at the location and telephone number shown on the back of the *Insurance Product* identification card.

Marketing Opportunities: Refer all marketing questions and issues to *Our Marketing Service Center*. Please stay within the designated communication channels so that duplication of efforts is avoided.