



CareScout Insurance Company
P.O. Box 40008
Lynchburg, VA 24506
Tel: 833 799.8030
LC@carescout.com

Producer Information and Appointment Form (PIF) and Execution of Producer Agreement

from **CareScout Insurance Company**

Page 1 of 8

Application for contracting with CareScout Insurance Company.
Any corrections to this form will need to be initialed.

Individual/Officer Applicant

If using P.O. Box for a Residential address, a physical address is required for the Mailing address.

Name First, Middle, Last, Suffix (As it appears on your Resident License)

.

Social Security Number (SSN) **Required**

National Producer Number (NPN)

.

Date of birth

.

Residential address

.

City

State

Zip code

.

Mailing address

.

City

State

Zip code

.

Business phone

Cell phone

.

Email **Required**

.

Entity Applicant

Select one

☐ Partnership

☐ LLC

☐ Incorporated Entity

☐ Other

Entity name (As it appears on your Domicile State License)

Tax Identification Number (TIN) **Required**

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Mailing address

.

City

State

Zip code

.

Entity phone

.

Email **Required**

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Appointment States Requested

Appointments will only be processed for pre-appointment states. View pre-appointment state information at www.carescout.com/lc.

Resident license state

Non-resident state(s) where appointment is requested

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- Where required, provide certification or evidence of training for long-term care insurance or partnership. (See training matrix at www.carescout.com/lc for state specific requirements.)

Electronic Funds Transfer (EFT) Complete this section to authorize automatic electronic transfer of commission payments

EFT is required for commission payments. Your signature is required to authorize and receive payments via EFT.

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

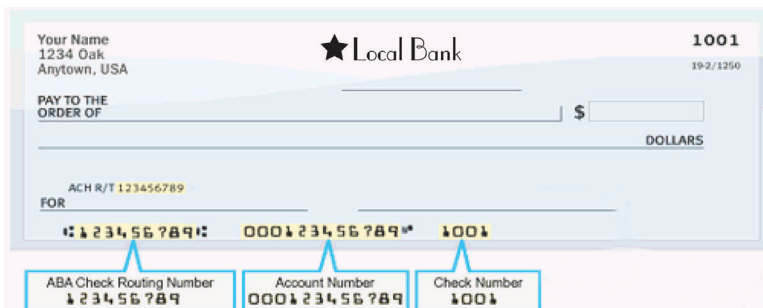
You may either attach a voided bank check or complete this section with the required information - as it appears on your check.

This is an example of a personal check. A business check may be different.

EFT to savings accounts is NOT available.

All payments will be reported to the IRS using the Producer or Agency's Tax ID.

Payee Name
Institution name
Routing number
Account number



This authorization applies to all representative codes with CareScout Insurance Company.

Business Practices Questions If the answer to all questions is “No,” you do not need to complete pages 3 through 6

If you answer “Yes” to any of these questions (whether as an Individual, Officer, or Entity), provide details in the corresponding fields of the **Business practices details section** on pages 3 through 6.

If the answer to all questions is “No,” you do not need to complete pages 3 through 6, so please proceed to page 7.

Please provide official documentation (e.g. FINRA, state DOI, or court records) for yes answers for questions 1, 2, 3, 5, 10, 11, and 12.

	Individual/Officer		Entity	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
1. Have you ever had an insurance license or securities registration denied, suspended, cancelled or revoked?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
2. Has any state, federal, or self-regulatory agency ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
4. Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
9. Are you in debt to any insurance company?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
12. Have you ever been denied appointment or terminated for cause by another insurance company, broker dealer or insurance agency?	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No

Business Practices Details If the answer to all questions is "No," do not complete pages 3 through 6

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 1: Insurance license or securities registration denied, suspended, cancelled or revoked

Month and year

Attach a separate sheet with question number and details if more space is required for additional information for questions 1 - 12.

Action taken and reasons

•

•

•

Your account of the circumstances leading to the situation

•

•

Question 2: Sanction, censure, penalty or other disciplinary action against you by state, federal or self-regulatory agency

Month and year

Action taken and reasons

•

•

Nature of the activity resulting in the fine or disciplinary action

•

•

Your account of the circumstances leading to the situation

•

•

Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes

Month and year

Amount of the fine and/or specific disciplinary action taken

•

•

Nature of the activity resulting in the fine or disciplinary action

•

•

Your account of the circumstances leading to the situation

•

•

Question 4: Bond denied, paid on or revoked for you by bonding or surety company

Month and year

Reason for denial, revocation or payment

•

•

Your account of the circumstances leading to the situation

•

•

Amount of the payment

\$

Business Practices Details If the answer to all questions is "No," do not complete pages 3 through 6

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier ever

Month and year

Nature of the circumstances resulting in the claim

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Disposition of the claim

.

Amount claimed

Amount paid by E&O carrier If any

\$

\$

Your account of the circumstances leading to the situation

.

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Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years

Date of discharge mm/dd/yyyy

For Chapter 7, 11 and 12

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)*

.

.

If resulting from business failure, provide type of business and role in/relationship to the business

.

Dollar amount discharged

Average annual income for the last two years

\$

\$

For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:

Dollar amount

Explanation of obligation

\$

.

Payment schedule amount

Frequency (i.e., weekly, monthly, etc.)

\$

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For Chapter 13

Date of filing mm/dd/yyyy

Date of discharge* mm/dd/yyyy

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Reason for filing (i.e., divorce, loss of employment, business failure, etc.)*

.

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If resulting from business failure, provide type of business and role in/relationship to the business

.

.

***If payments are still being made please provide:**

Amount

Frequency (i.e., weekly, monthly, etc.)

\$

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Projected completion date mm/dd/yyyy

Current balance

.

\$

Average annual income for the last two years

\$

Business Practices Details If the answer to all questions is "No," do not complete pages 3 through 6

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)

Approximate filing date mm/dd/yyyy Your position with company

•

If you are/were an officer of the company or directly involved with circumstances leading to filing, please provide:

Reasons

•

•

Nature of your specific involvement

•

Question 8: Unsatisfied judgments, garnishments or liens against you

Month and year

Judgments/garnishments

Reason the judgment/garnishment was obtained and your specific involvement

•

Payment schedule amount

\$

Frequency (i.e., weekly, monthly, etc.)

•

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

Liens

Name of company placing lien

Month and year

•

•

Reason for the lien and your specific involvement

•

Original amount of the debt

\$

Current balance

\$

Payment schedule amount

\$

Frequency (i.e., weekly, monthly, etc.)

•

Projected completion date mm/dd/yyyy

•

Average annual income for the last two years

\$

Question 9: Debt to any insurance company

Month and year debt began

Name of insurance company

•

Reason for the debt and your account of the situation

•

Original amount of the debt

\$

Current balance

\$

Payment schedule amount

\$

Frequency (i.e., weekly, monthly, etc.)

•

Projected completion date mm/dd/yyyy

•

Average annual income for the last two years

\$

Business Practices Details If the answer to all questions is "No," do not complete pages 3 through 6

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

•

•

Type of conviction Misdemeanor or felony*

•

Final disposition Fine, probation, jail, etc.

Have all requirements been satisfied?

☐ Yes

☐ No

***If a felony, provide exact statute(s) violated**

•

***If a felony, provide city/county and state where violation occurred**

•

Question 11: Party to any litigation or a subject of any investigation(s)

Month and year litigation began

Litigation

Circumstances surrounding the litigation Including your account of the situation

•

•

How are you involved in the litigation?

•

•

Amount of damages claimed

\$

Current status of the litigation

•

Investigation

Month and year investigation began

Name and jurisdiction of investigating entity

•

Circumstances surrounding the investigation Including your account of the situation

•

•

Current status of the investigation

•

•

Question 12: Appointment with any insurance company, broker dealer, or insurance agency denied or terminated for cause

Description of the denial/termination and your account of circumstances leading to the situation

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•

•

•

Acknowledgment and Signature Signature and Date are required below

CareScout Insurance Company listed at the top of page 1 is referred to as “us,” “our” and “we” in this section.

The applicant is referred to as “you” and “your” in this section.

When submitting for an officer and an entity, this Acknowledgment applies for both.

The Producer Agreement, Disclosure of Intent to Obtain Consumer Reports, & Producer Guide to Ethical Market Conduct are available at www.carescout.com/lc or by calling 833 799.8030.

By signing below, you

- Certify that you have read, understood and agree to comply with all provisions contained in the **Producer Agreement**. By signing this PIF you have also signed the **Producer Agreement**.
- Agree to accept official correspondence from the Company electronically, using your last email address known to the Company. You further agree to notify the Company if you change your email address or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the **Disclosure of Intent to Obtain Consumer Reports** (“Disclosure”) (available on www.carescout.com/lc) and consent and authorize CareScout Insurance Company to obtain one or more consumer reports (“Consumer Reports”). By signing this PIF, you have also signed the Disclosure. If you reside in a state with a legal requirement to provide a free copy of the consumer report upon your request and CareScout Insurance Company has obtained a report from National Insurance Producer Registry (“NIPR”), you must submit a copy of the Disclosure with that option checked for CareScout Insurance Company to request a free copy from NIPR. Please note that anyone can download a free report from NIPR at any time by visiting: <https://nipr.com/products-and-services/producer-database/get-report>.
- Authorize us to share the information contained in this PIF or any other background information that we may obtain, including Consumer Reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as making any other disclosure required or allowed by law.
- Authorize your employers and other insurance companies you are or have been contracted with or appointed by to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing that information.
- Understand and agree that your contracting and/or appointment will, in part, be based upon this PIF and background information, including Consumer Reports; any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment and/or termination of the **Producer Agreement** between you and us.
- Acknowledge that you have read, understood and agree to comply with the **Producer Guide to Ethical Market Conduct**.
- If applicable, authorize CareScout Insurance Company to automatically transfer funds to your checking account. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10-days written notice of our intention to terminate EFT.
- **After signing the PIF, notify us within 10 days of a change in your answer to any business practice question. If you fail to do so, we may terminate the Producer Agreement and your appointments.**

A Title is required when signing on behalf of an Entity. For a list of acceptable titles, please visit www.carescout.com/lc



You certify under penalty of perjury that the information provided herein is accurate and complete.

Signature	Title Required if signing for an entity	Date Required
X	.	.
Print name		
.		

This page is to be completed by the Top Level (Brokerage General agent (BGA)/Managing General Agent (MGA) only.

Provided the producer is properly licensed, he/she may sell only those products for which your firm or agency is contracted.

Provide the producer/agency numbers, and commission plan and schedules for each of the CareScout companies you are requesting to be contracted with.

Please provide information if completing this page only or if preferred, submit an email to LC@carescout.com

This acknowledgment and authorization replaces any previous commission arrangement between the Top Level (BGA/MGA), the Company, and the Producer for all applications submitted after the receipt of this request by the home office.

Producer name	Code Number	Last 4 of SSN
.	.	.

Top Level (BGA/MGA) Name

.

Top Level Code Number

Long-Term Care Code
.

Producer's Commission Schedule Please enter the commission schedule number in the line below.

Long-Term Care
.

You may use this section to provide this producer's hierarchy or if preferred, in lieu of this form, you may submit an email to LC@carescout.com or use a cover letter.

Please list all members of this producer's hierarchy beginning with the highest level.

Producer/Agency Name & Last 4 digits of SSN (XXX-XX-____)	Producer/Agency Code Long-Term Care	Commission Schedule Long-Term Care
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Top Level (BGA/MGA) acknowledgment and authorization of compensation please sign here. Emails, in lieu of this form, are welcomed: send to LC@carescout.com

If any insurance coverage is placed by the Producer, the undersigned Top Level (BGA/MGA) authorizes the Company to pay commissions to the Producer in accordance with the Commission Schedule(s) above or as subsequently changed by written notification. Payment of commissions could be subject to existing assignments on file with the Company. Any assignment of commission shall not be binding on the Company without its prior consent.



X	.	.
Authorized Employee of Top Level Signature	Title	Date

Print name
.



CareScout Insurance Company

Administrative Office:
3100 Albert Lankford Drive
Lynchburg, VA 24501

PRODUCER AGREEMENT

This Producer Agreement and any schedules and addenda hereto, including the Multipurpose Confidentiality Addendum and Producer Conduct Rule (collectively, this "**Agreement**") is made by and between CareScout Insurance Company ("**Company**," "**Us**" or "**Our**") and the above-named Producer ("**Producer**," "**You**" or "**Your**"), effective as of the later date shown on the signature page of this Agreement ("**Effective Date**"). You and the Company are each a "**Party**" and shall be referred to collectively as the "**Parties**."

****Your signature on the Producer Information and Appointment Form (PIF) constitutes Your signature on this Agreement.****

WITNESSETH:

In consideration of the provisions set forth below, the Parties hereby agree to the following:

SECTION I – DEFINITIONS

1. When used in this Agreement, the terms listed below have the following meanings:
 - a. "**Action**" means any civil, criminal, administrative or other claim, action, suit, litigation, arbitration hearing, charge, complaint, demand, notice or other similar proceeding, in each case by or before any Governmental Body or arbitral body.
 - b. "**Affiliate**" of a Person means any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person.
 - c. "**Agent**" means any insurance producer, agent, sales organization, or other insurance intermediary holding Permits.
 - d. "**Applicable Law**" means any federal, state, local, or foreign law, statute, regulation, rule, code, or ordinance that is enacted, adopted, promulgated, or issued by any legislature, court, agency, or other Governmental Body or any Government Order, in each case, to the extent applicable to or binding upon a Party.
 - e. "**Applications**" has the meaning given in Section II.1.a.
 - f. "**Broker General Agent**" or "**BGA**" means a Person contracted with Us as a broker general agent and through whom You submit business to Us. Broker General Agents include one or more of the following: brokerage general agents, producer marketing groups, independent marketing organizations, and similar Persons.

- g. **"Client"** has the meaning given in Section II.4.
- h. **"Company Policies and Procedures"** has the meaning given in Section II.1.c.
- i. **"Compensation"** has the meaning given in Section IV.1.
- j. **"Complaint"** has the meaning given in Section II.2.h.
- k. **"Confidential Information"** has the meaning given in the Multipurpose Confidentiality Addendum.
- l. **"Consumer Information"** has the meaning given in the Multipurpose Confidentiality Addendum.
- m. **"Control"** shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- n. **"Government Order"** shall mean any order, writ, judgment, injunction, decree, stipulation, determination, or award entered into, by or with any Governmental Body.
- o. **"Governmental Body"** shall mean any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Applicable Law), or any arbitrator, court, or tribunal of competent jurisdiction.
- p. **"Intellectual Property"** means all intellectual property and proprietary rights, including patents (or applications in respect thereof), trademarks, service marks, trade dress, logos, icons, designs, emblems, slogans, signs, insignias, internet domain names, software, copyrightable works or other works of authorship, copyrights, moral rights, rights of attribution and integrity, trade secrets, scientific, technical, economic, insurance underwriting methodology or engineering information or know-how (including algorithms, apparatuses, patterns and patents, plans, compilations, program devices, formulae, designs, prototypes, methods, techniques, processes, inventions, procedures, programs or codes), and all other intellectual property of any kind in any jurisdiction, together with all registrations and applications for registration for any of the foregoing, all reissues, divisionals, continuations, continuations in part, renewals, extensions and reexaminations of any of the foregoing and all rights in or to any of the foregoing provided by Applicable Law.
- q. **"Multipurpose Confidentiality Addendum"** means that certain addendum entitled Multipurpose Confidentiality Addendum and Producer Conduct Rule attached hereto and made a part hereof that governs the conduct of the Parties in connection with Confidential Information and Consumer Information.
- r. **"Permits"** shall mean any and all licenses, permits, orders from a Governmental Body, approvals, consents, registrations, memberships, authorizations, or qualifications under any Applicable Law or with any Governmental Body or under any industry or non-governmental self-regulatory organization that are required to sell, solicit, or negotiate insurance or otherwise perform the services described herein.
- s. **"Person"** means an individual, a partnership, a limited partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Body.

- t. **"Producer Personnel"** means Your employees or any independent contractors who provide administrative assistance to You in the performance of Your services provided hereunder.
- u. **"Products"** has the meaning given in Section II.1.a.
- v. **"Records and Materials"** means all records, files, manuals, policy, application and other forms, literature, training materials, marketing materials, or seminar materials that the Company or an Affiliate furnishes to You for use or created by You, in connection with Your performance under this Agreement or with the Products.
- w. **"Subagents"** shall mean Agents acting on Your behalf, and, to the extent required by Applicable Law, appointed by the Company at Your recommendation and assigned to Your hierarchy by Us.
- x. **"Territory"** shall mean those states, territories, and possessions of the United States of America in which (i) the Company is authorized to conduct business and to issue the Products and (ii) You and Your Subagents have Permits to sell such Products.
- y. **"Third-Party Claim"** shall mean any claim, Action, Government Order, suit, or proceeding made or brought by any Person that is not a Party and not an Affiliate of such Party.
- z. **"Training Requirements"** means training that Applicable Laws, Company Policies and Procedures, or Governmental Bodies require before You and Your Subagents may sell, solicit, or negotiate Products, or provide services on Our behalf.

SECTION II – APPOINTMENT AND AUTHORITY

1. On and subject to the terms and conditions of this Agreement, the Company hereby appoints and authorizes You as follows:
 - a. To solicit, procure, and transmit applications for certain insurance products (**"Applications"**) as and where made available for sale by the Company in the Territory from time to time (**"Products"**) on a non-exclusive basis. The Company makes no commitment that all policies or products offered by the Company will be deemed authorized Products hereunder, and the Company reserves the right to contract with other Agents and Broker General Agents to solicit such Products. All Applications that You or Your Subagents submit for Products are subject to acceptance or rejection by the Company in its sole discretion. You shall not submit Applications to Us unless the writing Agent has all Permits and appointments required by Applicable Law and has completed all Training Requirements.
 - b. To the extent permitted by the Company Policies and Procedures, to collect, receive, report and remit any initial premium payments that You receive originating from Applications that You obtain or for Products produced by You and Your Subagents, but only through checks payable to the Company or by electronic fund transfers. All premiums collected by You and Your Subagents shall be the property of the Company, held by You in a fiduciary capacity, and remitted immediately to the Company's designated office. You shall inform the payer and writing Subagent that all future premium payments should be made directly to Us.
 - c. To recruit, train, supervise, service and support Your Producer Personnel and Subagents at Your own expense and in accordance with Company rules, policies, guidelines, bulletins, procedures and standards communicated to You by Company or Your BGA, including the Multipurpose Confidentiality Addendum, as may be modified from time to time by the Company in its sole discretion (collectively, the **"Company Policies and Procedures"**). You

shall promptly provide a copy of the Company Policies and Procedures, including any amendments thereto, to such Producer Personnel and Subagents.

2. In accepting this authority, You agree:

- a. To obtain and maintain all Permits in full force and effect for the services provided hereunder as required by Applicable Law or by the Company.
- b. To ensure that all of Your Subagents also hold and maintain Permits in each jurisdiction within the Territory in which they solicit Applications for the Products. Upon Our request, You shall provide written proof of all such Permits for You and Your Subagents.
- c. To ensure that sales, marketing, and other activities involving the Company or any of the Products that are conducted by You and Your Subagents, including any Products sold through a financial institution, comply with Applicable Law, this Agreement, and the Company Policies and Procedures, including any trademark or branding guidelines.
- d. To undertake Your obligations under this Agreement utilizing the degree of skill, care, diligence, prudence, timeliness, efficiency and foresight of an experienced, professionally managed insurance intermediary fulfilling obligations and performing services. Without prejudice to the generality of the foregoing, You shall, and shall use best efforts to cause Your Subagents to:
 - i. Fully explain the terms of any Product, make no untrue or misleading statements with respect to any Product, and state all relevant facts with respect thereto; and
 - ii. Ensure that Applications are accurately completed, fully disclosing to the Company all material facts, and are signed in the presence of one of Your authorized representatives or by other means approved by the Company in writing. Producer and its Subagents are solely responsible for the selection and placement of the appropriate types of insurance, limits, coverage options, terms and conditions on behalf of its Clients.
- e. To maintain and safeguard accurate and complete books, records, accounts, correspondence or other data (including Confidential Information and Consumer Information) relating to the transactions pertaining to this Agreement in accordance with Applicable Law, this Agreement, and the Company Policies and Procedures, but in no event for less than seven (7) years after each policy issued pursuant to this Agreement is no longer in force; provided, that Producer and its Producer Personnel and Subagents must continue to maintain and safeguard any Consumer Information in its possession until such information is returned to the Company, deleted, or destroyed. The Company will have access to all documents and records during such period and You shall, and shall use best efforts to cause Your Subagents to, provide Us with a copy of any record requested by the Company within seven (7) calendar days of such a request.
- f. To pay any indebtedness and/or debit balance (including Compensation paid on premiums that are refunded or not otherwise payable to You and/or advances) owed by You to the Company when due, and any indebtedness and/or debit balance(s) of any of Your Subagents remaining after completion of any debt collection the Company may undertake against You and/or Your Subagents. You grant the Company a first priority security interest in all Compensation payable to You by the Company and also by any of the Company's Affiliates to the extent of any indebtedness or other obligation of Yours or any of Your Subagents to the Company and any of its Affiliates, and the Company and its Affiliates shall have the right

of set-off against any such Compensation or any other monies payable or owed to You. Any amount not fully paid within thirty (30) calendar days of demand will bear interest at the rate equal to one-hundred and fifty percent (150%) of the U.S. Prime Rate published by The Wall Street Journal (or successor reference rate), compounded on a daily basis. The right of set-off described in this Section shall also apply to any Compensation payable to You after termination of this Agreement with or without cause.

- g. To the extent permitted by Company Policies and Procedures, to promptly deliver premium receipts or temporary insurance agreements approved by the Company for Products issued on Applications obtained by You or Your Subagents, but in no event later than two (2) business days after issuance, when the applicant appears to be in insurable condition as stated on the Application and the initial premium (if required) has been duly paid.
- h. To cooperate at all times with the Company or any of its representatives in any regulatory inquiry, proceeding, or Complaint as it may relate to the business of the Company, including, but not limited to, any within the context of an administrative, regulatory, or judicial proceeding, including immediately notifying the Company upon receipt of any Complaint. For these purposes, "**Complaint**" is defined as any communication, written or oral, that primarily expresses a grievance relating to You, Your Producer Personnel, Your Subagents, the Company, any Product, Policy, or Application.
- i. To promptly notify Us in the event of any of the following: (i) You or any of Your Producer Personnel or Subagents are the subject of or otherwise become aware of any regulatory query, inquiry or investigation related to any of the Products or the solicitation or sale of any of the Products, (ii) You or any of Your Producer Personnel or Subagents become the subject of a Complaint related to the solicitation or sale of any of the Products, (iii) any Permit of Yours or of any of Your Subagents to solicit and sell the Products expires, is suspended or is revoked in any jurisdiction in which such Products are sold by You or such Subagents, or (iv) You or any of Your Subagents are fined, censured, or otherwise are subject to an action involving Your or their Permits to sell and solicit insurance.
- j. To be responsible for and pay all expenses and fees You and Producer Personnel incur while carrying out the terms of this Agreement including any and all taxes on any Compensation received by You in accordance with this Section IV hereof
- k. To be responsible to the Company for all business produced by You and Your Subagents and for the acts of Your Producer Personnel and Subagents. You further agree and acknowledge that You are responsible to the Company for: (i) all money received by Your Producer Personnel or Subagents on behalf of the Company; (ii) any and all indebtedness of any of Your Subagents to the Company; and (iii) reimbursement of the Company for all costs and expenses incurred in collecting such debt.
- l. To deliver to the Company evidence of any claim for benefits under the Products immediately upon receipt.
- m. To answer policyholder questions directed to You or Your Subagents about the Products and their insurance needs, and to transmit to Us any correspondence directed to Us that You or Your Subagents receive from policyholders, including signed forms relating to the administration and servicing of a policyholder's policy.

- n. To provide the Company advance written notice of no less than thirty (30) days of all changes in Your direct or indirect management or ownership. The Company reserves the right to terminate this Agreement if it does not approve of the change in management or ownership.
3. Your right, power, or authority on the Company's behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. Without limiting the foregoing general restriction on Your authority, You understand and agree that You and Your Producer Personnel and Subagents have no authority to:
- a. Alter, waive, discharge or change any policy of insurance, or any provision thereof, including any provisions relating to payment of premiums or forfeitures;
 - b. Attempt to administer claims or otherwise engage in any third party administrator activities with regard to the Products;
 - c. Incur any liability, indebtedness or expense on behalf of the Company;
 - d. Endorse any checks payable to the Company;
 - e. Extend the time for the payment of premium or other monies due to the Company under any Product;
 - f. Quote rates other than as provided by the Company;
 - g. Accept payment for any Product in cash, except as may be otherwise authorized by this Agreement, or by the Company in writing, from time to time;
 - h. Offer or give, in connection with the sale, solicitation or negotiation of Products or at any other time, any rebate of premiums or any other valuable inducement not specified in a Product, except as may be expressly allowed by the Company and in compliance with Applicable Law and except as expressly meets de minimis value exceptions in Applicable Law;
 - i. Divulge or disclose the names of the Company's policyholders and accounts to any other Person unless expressly permitted to do so in writing in advance by the Company;
 - j. Create or distribute any literature, promotional materials, or sales aids without the Company's prior written consent in each instance;
 - k. Make any representations that are misleading or that contain misrepresentations about any Product(s) or that mischaracterize the relationship between You and the Company;
 - l. Make any public or written reference to the Company or a Product without the Company's prior written consent in each instance, except as specifically permitted by this Agreement;
 - m. Engage in any systematic effort to induce the replacement, non-renewal or cancellation of Products covered under this Agreement, directly or indirectly, or to encourage any of Your Subagents or other persons to do so, either during or after termination of this Agreement. Nothing in this subsection shall prevent You or Your Subagents from recommending the replacement of a Product after conducting a one-on-one meeting with any Person for the

purpose of assessing that applicant's financial position and needs to determine whether they are best met by continuing an existing Product or another alternative.

- n. Induce, promote or encourage any policyholders to surrender, lapse or forfeit any Product sold pursuant to this Agreement except to replace it with another Product of the Company in accordance with the Company's underwriting guidelines, except in the event the Company does not offer a suitable replacement based on Your evaluation of the policyholders' financial situation, insurance needs and financial objectives; and
 - o. Take any action that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Company.
4. At any time, You or Your Subagents may request to be removed as the agent or agency of record from any specific Product(s) You sold by providing the Company a copy of Your notification of such removal to the purchaser of such Product ("**Client**"). Upon receipt, the Company will revise its records to reflect the change. In the event You are unsuccessful in notifying the Client, You or Your Subagent, as applicable, must provide an affirmation that You have made good faith attempts to contact the Client or Client's legal representative with respect to Your or any of Your Subagents' removal as the agent or agency of record and were unsuccessful in doing so. Upon implementing such change requested by You or Your Subagent, all of Yours and Your respective Subagent's rights or interest in any Compensation related to such Product shall cease. All changes implemented by the Company at Your request are permanent and irrevocable.
5. The Company may, in its sole and exclusive discretion:
- a. Modify or amend any Product, including the premium rates charged and the benefits provided therein;
 - b. Set maximum and minimum limits on the amount for which any insurance contract may be issued under any Product;
 - c. Modify the conditions under which any Product may be sold;
 - d. Discontinue or withdraw any Product from Your state(s) of operation;
 - e. Provide Clients with options to reduce their benefits and/or premiums, including nonforfeiture options providing limited coverage and no further premiums due and/or options to reduce both coverage and premium;
 - f. Cease doing business in Your state(s) of operation;
 - g. Contact a Client for the purpose of offering or providing products and/or services (including "wellness" or other "value-added" services/products) related to the Product(s) they purchased, which may include products and/or services made available through an Affiliate or a third party;
 - h. Establish rules governing Compensation to be paid on any Product which has been reinstated, converted or has replaced an existing Product;
 - i. Determine the amount of Compensation to be paid on insurance contracts not described within this Agreement; and

- j. Make changes for rejected, undelivered, or reissued Products.

SECTION III – INDEPENDENT CONTRACTOR

1. You are an independent contractor with respect to the Company and not an employee, for all purposes including but not limited to state or federal income tax, Social Security, worker's compensation and unemployment compensation. Nothing in this Agreement shall be interpreted as creating an employer/employee, partner or joint venture relationship between You and the Company. You agree to accept any responsibilities placed on an independent contractor by Applicable Law.
2. Notwithstanding operating within all applicable rules and regulations issued by a Governmental Body, You are free to exercise independent judgment as to the time and manner in which You perform the services authorized to be performed under this Agreement, subject to the Companies Policies and Procedures, which rules You will conform to and observe. You decide whom to choose as business prospects.

SECTION IV – COMPENSATION

1. The Company or its duly authorized representative will pay commissions ("**Compensation**") to Your BGA, to You, or to both You and Your BGA as directed by writing by Your BGA and in accordance with this Agreement and any amendment(s) thereto. If Your BGA directs the Company to pay Compensation to a Person other than You, You hereby release the Company from all obligations for payment of Compensation to You. If You are not assigned to a Broker General Agent, the Company will pay Compensation to You.
 - a. If You are a natural person, any Compensation due and payable to You at the time of Your death or thereafter under this Agreement shall be paid to the beneficiary or beneficiaries that You have designated in writing as of the date of Your death or, in the absence of such designation, to the executor or administrator of Your estate or to any validly established trust. Each such designation will revoke all prior designations, shall be written in a form prescribed by the Company and will be effective only when received by the Company during Your lifetime.
 - b. This is a conditionally vested Agreement subject to the following:
 - i. If this Agreement terminates for Cause (as defined below) or is deemed (pursuant to Section IX.2) to terminate for Cause, any Compensation due or payable on or after the date of termination shall be forfeited at the Company's sole option.
 - ii. If this Agreement terminates because of Your dissolution, insolvency or bankruptcy, no Compensation shall be payable hereunder on or after the date of dissolution, insolvency or bankruptcy unless the prior consent of the Company has first been obtained, which consent shall not be unreasonably withheld.
 - iii. If a Client requests that You or Your Subagent be removed as agency/agent of record, no Compensation due or payable to You or Your Subagent hereunder with respect to such Client's Product(s) shall be payable on or after the effective date of removal.
2. The Company shall pay all Compensation earned by Your Subagents either directly to the Subagents, or indirectly pay such Compensation to You, as You and the Company shall mutually agree. In the event the Company and You agree that such Compensation is to be paid by You, You are hereby authorized to pay all Compensation earned by Your Subagents directly. In such event, You shall become responsible for and shall undertake and accept full responsibility and

liability for prompt and full payment of all such Compensation, keeping appropriate commission accounting records, and sending commission reports to such Subagents.

3. By acceptance of any Compensation payable hereunder, You agree to be responsible for repayment to the Company, by chargeback or direct payment, any Compensation paid to You or Your Subagents when Your or such Subagent's compensation account reflects a debit balance due the Company and You or Your Subagent has failed or refused to repay the Compensation to the Company pursuant to the applicable agreement with the Company. The Company has the right to deduct or set off such amounts from any Compensation due to You.
4. Any Compensation to which You and Your Subagents may be entitled hereunder shall be payable to You and Your Subagents only after the due date of the premium on which it is based and after receipt of the gross premium by the Company at its designated office. No Compensation will be payable on account of: (i) waived premiums or premiums refunded for any reason, (ii) the increased portion of a Client's premium due to the Company's rate action(s), (iii) on Products for which You and/or Your Subagents have requested to be removed as agent/agency of record and which request Company has implemented pursuant to Section II.4), or (iv) on Products for which a Client requested that You and/or Your Subagent be removed as agent/agency of record. Any Compensation received on account of any such premiums shall be promptly returned in full to the Company by You and Your Subagents and shall constitute an indebtedness to the Company until returned.
5. We may set, in Company Policies and Procedures, a minimum threshold that We will pay for a certain period. For example, We may set a threshold of \$250, or another amount We choose. If Your Compensation is less than such threshold amount, We may hold Your Compensation, without interest, until the next regularly scheduled payment date when the amount of Compensation then due to You is more than the threshold amount.
6. If any of the events listed below should occur while this Agreement remains in full force and effect or thereafter, the Company may withhold any Compensation that You would otherwise have been entitled to receive or may have become entitled to receive under this Agreement (including that portion onward owed by You to Your Subagents):
 - a. Your suspension or that of any of Your Subagents while the Company investigates whether Cause for terminating this Agreement exists;
 - b. Your or any of Your Subagent's encouragement of any Person, directly or indirectly, to terminate a producer agreement with the Company or an Affiliate, without the prior consent of the Company;
 - c. Your or any of Your Subagent's disclosure or use of any trade secret, other proprietary information, Confidential Information of the Company or an Affiliate in competition with or in a manner adverse to the interests of the Company or an Affiliate; or
 - d. Your or any of Your Subagent's disclosure or use of any Consumer Information or Confidential Information in violation of this Agreement, including the Multipurpose Confidentiality Addendum, or Applicable Law.

Such withholding may continue until the violation has been corrected or the situation has been resolved to the satisfaction of the Company. No interest shall be payable on any amounts withheld hereunder. If You or any of Your Subagents are found by the Company in its sole discretion to be guilty of any such wrongdoing, the Company may retain, or charge You for, the following, as damages: the amount of its loss plus expenses it incurred in connection with the loss, including costs of investigation. In addition to other appropriate legal remedies, the Company has the right to apply any Compensation payable to You by the Company against any

debt You owe the Company or an Affiliate. You hereby grant the Company a first security interest in any and all such Compensation.

7. The Company may recover any amounts advanced to You or any amounts paid on Your behalf by the Company or an Affiliate, or any amounts charged to You under this Agreement, from any Compensation due to You hereunder but not yet paid. Upon termination of this Agreement, You must promptly pay, on demand, any debt You owe the Company, including any chargebacks payable and remaining due to the Company. Repayment is required even for chargebacks made on or after termination of this Agreement.
8. Except for clerical errors and/or other errors resulting from Your or any of Your Subagent's failure to disclose material facts to the Company, the commission statements the Company issues to You shall be deemed to be an accurate and complete record accepted by and satisfactory to You of (i) all the Compensation the Company owes You, and (ii) all commission accounts between You and the Company purporting to be covered by that statement. Acceptance by You of these commission statements constitutes full satisfaction and agreement by You as to the amounts and accounts referred to above. Questions or discrepancies must be brought to the attention of the Company, in writing, within sixty (60) days from the date of the commission statement. If the question or discrepancy is not resolved to Your satisfaction, You have six (6) months from the date of the commission statement to object and request a formal review by the Company, otherwise the information on the commission statement will be deemed accepted.
9. We may require that You and any assignee accept payment by electronic funds transfer or by another method. If we make a payment to You by an electronic method (including electronic funds transfer or other virtual payment types), You authorize the Company to deposit (credit) payments to Your account. You authorize the Company to charge (debit) Your account for payments deposited in error and for amounts You owe the Company.

SECTION V – RECORDS AND MATERIALS

1. With respect to the Records and Materials, You agree that:
 - a. All Records and Materials furnished to You and/or any of Your Subagents by the Company or created by You and/or any of Your Subagents in the performance of Your services or those of any of Your Subagents under this Agreement are the property of the Company or an Affiliate. Except to the extent required for back-up or disaster recovery purposes, You agree that You will not, and shall cause Your Producer Personnel and Your Subagents not to, (i) reproduce or use, (ii) allow the reproduction, distribution or use of, (iii) update or make modifications to, or (iv) transfer, rent, license or sell the Records and Materials in any manner whatsoever, except pursuant to Company Policies and Procedures or with the prior written consent of the Company. You shall, and shall cause Your Producer Personnel and Subagents to, only use Records and Materials furnished to You by the Company for purposes of providing Your services under this Agreement.
 - b. You and your respective Subagents may publish or distribute Records and Materials created by the Company that are marked for use with consumers without the prior written consent of the Company; provided, that the Company may require changes to Records and Materials at any time upon notice to You. You shall not, and shall not permit Producer Personnel or Subagents to, publish, distribute or circulate advertising of any kind with reference to the Company or its Affiliates that has not been provided by Company or Your Broker General Agent.

- c. All Records and Materials provided to consumers by You and any of your respective Subagents shall indicate appropriate information in accordance with Applicable Law regarding (i) Your status as a licensed insurance agent/agency with respect to the Products, and (ii) the role of the Company as the issuer of the Products.
- d. You are responsible for the safekeeping of Records and Materials, which shall be open for audit and inspection by the Company at any time during Your normal business hours. Upon termination of this Agreement, all Records and Materials remain the Company's property and must be returned to the Company immediately, or, with the consent of the Company, securely destroyed unless You are required by Applicable Law to maintain copies of such Records and Materials in Your files for a minimum period of time, which time period has not passed.
- e. You will abide by the terms and provisions of the Multipurpose Confidentiality Addendum attached to this Agreement and incorporated herein by this reference. The Company may amend the Multipurpose Confidentiality Addendum from time to time at its sole discretion, with such amended version to be considered attached to this Agreement and incorporated herein by reference upon the Company's delivery of such amended version to You.

SECTION VI – INTELLECTUAL PROPERTY

As between the Parties, the Company shall be and remain the sole and exclusive owner of: (i) all Intellectual Property owned or licensed by the Company or its Affiliates as of or after the Effective Date, including all Intellectual Property embodied in any Records or Materials furnished to You by the Company and (ii) all enhancements, modifications, amendments, updates and derivative works to or of such Intellectual Property, Records and Materials. The Company does not license or grant any right in any Intellectual Property to You hereunder.

SECTION VII – RIGHTS OF INSPECTION; AUDIT

At any time while this Agreement is in effect, and for a period of seven (7) years following expiration or termination hereof, the Company may, at its option: (i) review and audit Your processes, practices, books and records generated by You, Your Producer Personnel and/or Your Subagents and (ii) review and audit Your records that pertain to Your internal controls that are reasonably related to Your obligations under this Agreement, including Your and Your Subagent's sales and marketing business practices, which may include onsite audits.

SECTION VIII – INSURANCE COVERAGE

You hereby agree to maintain errors and omissions insurance covering acts, errors, omissions, breach of security or privacy, including notification expenses, and machine malfunctions arising out of Your operations or services with a minimum in coverage for any one act or occurrence of one million dollars (USD \$1,000,000) per claim and in the annual aggregate, issued by an insurance carrier rated either B++ or better by A.M. Best or A or higher by Demotech, during the term of this Agreement and during any period thereafter for which You are providing services or receiving Compensation under this Agreement and in no event for less than seven (7) years after termination of this Agreement. Proof of such insurance coverage shall be furnished to us upon our request, and you agree to notify us immediately if for any reason Your insurance ceases to remain in effect. Your obligation to provide the insurance specified herein will not limit in any way any obligation or liability provided elsewhere in this Agreement, nor will the insurance coverage provided herein override Your indemnification obligations. Upon request, You will provide the Company with certificates of insurance evidencing compliance with this covenant prior to execution or at any time during the term of this Agreement.

SECTION IX – TERMINATION; SUSPENSION

1. The Company has not expressly or by implication agreed to continue the term of this Agreement for any definite period of time. This Agreement may be terminated by either Party without cause by giving the other Party at least thirty (30) days' prior written notice to that effect. You hereby agree to waive any statutory termination requirements imposed on the Company by Applicable Law, and will instead be bound by the termination provisions in this Agreement.
2. The Company may terminate this Agreement immediately for Cause. For purposes of this Agreement, "**Cause**" shall include, but not be limited to, the following:
 - a. Commission of a fraudulent, dishonest or illegal act adversely affecting the Company or an Affiliate;
 - b. Withholding, converting or misappropriating any money or other property of the Company, its policyholders, or applicants;
 - c. Violation of any provision hereunder regarding Records and Materials or Intellectual Property;
 - d. You, Your Producer Personnel or Your Subagents make a material misrepresentation of fact to the Company, including misrepresentation of any fact on an Application;
 - e. You or Your Subagents do not pay, upon demand, any indebtedness or amount owed to the Company;
 - f. You, Your Producer Personnel or Your Subagents subject the Company to any liability, indebtedness or expenses without the Company's prior written consent;
 - g. You or Your Subagents fail to obtain and maintain the required insurance coverage as specified by the Company;
 - h. You or Your Subagents fail to maintain Permits required to perform the services hereunder;
 - i. You or Your Subagents have a Complaint or Government Order issued or disciplinary action taken against You or Your Subagent by a Governmental Body;
 - j. You, Your Producer Personnel or Your Subagents fail to cooperate with investigations conducted by the Company based on Complaints, inquiries, examinations or investigations by a Governmental Body, suspicions of non-compliance with this Agreement, or other similar reasons;
 - k. You or Your Subagents violate the laws, rules or regulations of any jurisdiction or any Governmental Body regulating Your activities relating to this Agreement;
 - l. You, Your Producer Personnel or Your Subagents violate any provisions of the Multipurpose Confidentiality Addendum or any other material terms or provisions of this Agreement;
 - m. You or Your Subagents engage in any effort to systematically replace the Products written with the Company by You or Your Subagents;

- n. If applicable, you fail to provide the Company advance notice of all changes in Your management or ownership, as applicable;
- o. The Company does not approve of any change in Your management or ownership;
- p. You are insolvent or bankrupt, or such or similar proceedings are instituted by or against You; and
- q. Termination of any other sales agreement You have entered with the Company or Affiliate.

The Company shall have the right to deem this Agreement to have been terminated for Cause, if, after the Agreement terminates without cause, You, Your Producer Personnel or Your Subagents, violate or attempt to violate the provisions of Section II.3.l, Section II.3.m, Section IX.2.a, Section IX.2.b, Section IX.2.c, Section IX.2.d, Section IX.2.e, Section IX.2.f, Section IX.2.j, Section IX.2.k, Section IX.2.l or Section IX.2.m of this Agreement.

3. If the Company believes it may have the right to terminate this Agreement for Cause, the Company can notify You that it is suspending Your authority under this Agreement. In the event the Company notifies You that it is suspending Your and/or Your Subagent's authority as a result of Your Subagent's conduct, You shall immediately suspend Your Subagent's authority under any written agreement between You and Your Subagent with respect to the business of the Company. This suspension can be imposed in place of terminating the Agreement, and the period of suspension shall continue for such period as the Company may deem appropriate for the investigation of such violation or suspected violation. Until a suspension is withdrawn, it has the same effect on Your rights to Compensation hereunder as does notice of termination for Cause. The Company will notify You whether Your suspension is to be withdrawn or this Agreement is to be terminated for Cause. If the suspension is withdrawn, all accumulated Compensation will be paid immediately and in accordance with Section IV. If the Agreement is terminated for Cause, the termination shall take effect as of the date You received the notice of suspension, and no further Compensation shall be due or payable hereunder for any reason after the date of termination for Cause. If the Company terminates its agreement with Your Subagent for cause, You shall immediately terminate any authority granted under any separate written agreement between You and Your Subagent with respect to the business of the Company.
4. This Agreement terminates automatically in the event:
 - a. Of Your death or incapacity, if You are a natural person;
 - b. Any Permit that You are required to maintain under the terms of this Agreement is cancelled or not renewed; or
 - c. If You are a business entity, You are dissolved or otherwise cease to exist.
5. If this Agreement terminates or Your authority under this Agreement is suspended by the Company pursuant to this Section IX, You agree to and hereby do release the Company from any claim for lost profits, anticipated profits or earnings hereunder, other than for Compensation already earned hereunder. You further acknowledge and agree that You have no claim for a refund or reimbursement of any funds You have advanced or expenses You have paid or incurred in connection with Your responsibilities under this Agreement, unless the Company specifically authorized a reimbursement, in writing, prior to termination of this Agreement.

SECTION X – ELECTRONIC TRANSACTIONS

1. You hereby agree that the Company will have fulfilled its obligation to deliver to You a document, statement, notice or other communication (other than notice citing Section XII.1) if it is sent by electronic delivery. Documents sent by electronic delivery will include all information that appears in the printed hardcopy version as prepared and distributed by the originator, except graphic insertions, including photographs or logotypes, may not be included. Electronic delivery may be in the form of an email, an email attachment or an available download from a website.
2. Electronic documents are available for download when the Company provides You with notice that they are available. If You are unable to open or print a document electronically delivered to You, You shall notify the Company so the document can be delivered to You by other means. If You do not notify the Company that You are unable to accept electronic delivery of or print a document after notice is provided to You, You will be deemed to have received delivery of the document.
3. To the extent the Company permits You and/or Your Subagents to electronically submit data that is used to issue or service Products, You shall, and shall use best efforts to cause Your Subagents to, comply with the relevant terms of this Agreement and the Company Policies and Procedures.

SECTION XI – INDEMNIFICATION

1. You will indemnify and hold the Company and any of its Affiliates and its and their officers, directors, agents and representatives (the “**Company Indemnitees**”) harmless from any and all losses, claims, costs, damages, liabilities, expenses, Actions, Third-Party Claims, including, but not limited to, reasonable attorneys’ fees, settlement payments, interest, penalties, costs, judgments and/or fines, resulting directly or indirectly from Your breach of this Agreement or arising directly or indirectly from any negligence, violation of Applicable Law, misconduct, breach of confidentiality or privacy, error or act or omission of (i) You, Your Affiliates and Your and their employees, officers, directors, and anyone acting on Your behalf, (ii) any Producer Personnel, and/or (iii) any of Your Subagents. You shall provide reasonably prompt written notice to the other Party upon receipt of notice of the commencement of any action relating to any such actual or claimed liabilities. You agree to defend the Company Indemnitees, at Your cost, in any arbitration, litigation, regulatory action or other proceeding covered by this indemnification clause. You agree that the Company shall have exclusive authority to direct the defense and effect any settlement for which the foregoing indemnity may apply, and You covenant to cooperate in such defense or conduct of any such proceeding as reasonably deemed necessary by the Company. Without prejudice to the generality of the foregoing, You shall indemnify the Company Indemnitees for, and Your account shall be charged, the full amount of all such obligations in default.

SECTION XII – MISCELLANEOUS

1. All notices or other communications given under this Agreement may be made by U.S. mail, fax, guaranteed overnight delivery, registered or certified mail. Notice is effective when mailed to the last known address of the Party on file with the other Party, if different from the address shown above. The Company may provide general notices or any other communications to You and Your Producer Personnel and Subagents via email, with the same force and effect as if sent by other means of communication listed above.

2. This Agreement and all addenda and schedules attached hereto, including, but not limited to, the Multipurpose Confidentiality Addendum, constitute the entire contract between You and the Company regarding the subject matter hereof. Your rights and the Company's rights are governed only by this Agreement and by any subsequent amendments hereto executed in accordance with the terms and provisions hereof. You and the Company both acknowledge that no oral or written representations were made about this Agreement or the relationship between You and the Company that are not set forth in this Agreement. This Agreement may only be amended in writing signed by both Parties; provided that, the Company may unilaterally amend any of the attached schedules and addenda, including specifically the Multipurpose Confidentiality Addendum, upon written notice to You.
3. This Agreement supersedes any agreement or contract between the Parties which was in effect immediately prior to the Effective Date. However, this provision does not impair Your right to any Compensation payable under such prior agreement. You may not assign, transfer or otherwise convey any provision of or interest in this Agreement or any payment You become entitled to receive hereunder without the Company's prior written consent, and any attempt to do so shall be void.
4. If the Company waives any provision of this Agreement, the waiver shall apply only to that provision, and not to any other provision(s) of this Agreement. No waiver shall be effective unless it is in writing and signed by a duly authorized officer of the Company. Failure of either Party to insist upon strict compliance with any condition of this Agreement will not be construed as a waiver of any condition thereof.
5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
6. Except as set forth in subsection 7 below, any dispute arising out of or relating to this Agreement, including the breach, scope, application, interpretation, termination or validity of this Agreement and the arbitrability of disputes between the Parties, shall be finally resolved by arbitration by three arbitrators in accordance with CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration; provided, however, that any such dispute need not be arbitrated while:
 - a. A customer dispute is pending in a court of law or equity against You, Your Producer Personnel or any of Your Subagents and the Company, or
 - b. You or any of Your Producer Personnel and/or Subagents are alleged to have engaged in fraud, other intentional misconduct, an illegal act, or conduct otherwise outside the scope of this Agreement.

Nothing in this provision shall prevent the Company from asserting a claim (including a counterclaim or cross-claim) against, impleading, or otherwise joining You or Your Subagents to any court proceeding between the Company and a third party. The arbitration shall be governed by the Federal Arbitration Act, 9, U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of the arbitration shall be Henrico County, Virginia, or such other place as the Parties may agree or the arbitrators may designate. Except as may be required by law, neither Party nor any arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of the other Party.

7. You agree that money damages would not be sufficient remedy for Your breach of the obligations of this Agreement. Accordingly, in addition to all other remedies that Company may have pursuant to subsection 6 above, Company shall be entitled to specific performance, injunctive relief or other equitable relief from a court of law as a remedy for any breach of this Agreement without the requirement of posting a bond or other security. The provisions of this subsection shall be construed in conjunction with the provisions of subsection 6, above, so as to preserve the Parties' obligation to arbitrate all disputes not specifically enumerated by this subsection.
8. This Agreement is entered into solely between, and may be enforced only by, the Parties. This Agreement shall not be deemed to create any rights in third parties, including customers of a Party or any of Your Producer Personnel or Subagents, or to create any obligations of a Party to any third parties.
9. The Parties agree that this Agreement shall be governed in all respects in accordance with the laws of the State of New York, notwithstanding any choice of law, principle or rule to the contrary. You hereby consent to the exercise of personal jurisdiction over You by the state and federal courts located in the Eastern District of Virginia with respect to any claim for specific performance, injunctive relief or other equitable relief as authorized by subsection 7 hereof.
10. Upon any termination of this Agreement, all obligations of the Parties hereunder will cease and this Agreement will be of no further force and effect; provided, however, that Section II.3, Section II.4, Section IV (Compensation), Section V (Records and Materials), Section VI (Intellectual Property), Section IX (Termination; Suspension), Section XI (Indemnification), and Section XII (Miscellaneous) will survive termination, together with any other provisions hereof which expressly or by their nature are intended to survive termination and termination of this Agreement for any reason will not release any Party from performing any obligation remaining to be performed hereunder (including the obligation to pay any amounts when due) or otherwise relieve such Party from any other liability hereunder that has accrued prior to the date of such termination.
11. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission utilizing reasonable image scan technology shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement through their duly authorized representatives as of the Effective Date.

Executed on behalf of Producer:

Agreement signed by Producer on the Producer Information and Appointment Form and Execution of
Producer Agreement on _____

Producer Name: _____
Name (Print or Type)

Executed on behalf of CareScout Insurance Company:

By: _____
Name (Print or Type)

Signature: _____

Title: _____

Date Signed: _____

[Signature Page to Producer Agreement]



CareScout Insurance Company

Administrative Office:
3100 Albert Lankford Drive
Lynchburg, VA 24501

This Multipurpose Confidentiality Addendum and Producer Conduct Rule ("**Addendum**") forms a part of and is subject to that certain Brokerage General Agent Agreement, Producer Agreement or other similarly styled selling agreement by and between "Producer" (as defined below) and CareScout Insurance Company ("**Company**") (each such agreement being an "**Agreement**"). This Addendum supersedes and replaces any existing or currently effective Multipurpose Confidentiality Addendum, Business Associate Agreement or Producer Conduct Rule between the Company and Producer. This Addendum is automatically effective. Notwithstanding anything else to the contrary in the applicable selling agreement, in the event of a conflict between this Addendum and the applicable selling agreement, the terms of this Addendum shall prevail. Any capitalized terms used herein shall have the meaning given in the applicable Agreement unless otherwise indicated herein.

WHEREAS, the Company may disclose Confidential Information, including Consumer Information, to parties, including their Representatives, with selling agreements with the Company, including without limitation, agents, producers, general agents, brokerage general agents and brokers ("**Producer**" and collectively, "**Producers**"), in the performance of services for Company, and

WHEREAS, Producer has a selling agreement with the Company and may receive Confidential Information and Consumer Information, and

WHEREAS, the Company and Producer desire that the receipt, use and re-disclosure of such information be governed by Producer's selling agreement(s) with the Company and such Company Policies and Procedures (as defined below) as the Company may establish covering the conduct of its business, and

WHEREAS, the receipt, use and re-disclosure of certain information is subject to certain federal and/or state laws and regulations, including, but not limited to, the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996, and

WHEREAS, the Company has established the following provisions to govern the conduct of Producers in connection with Confidential Information and Consumer Information.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, in Producer's selling agreement(s), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Producer agree to the following:

Section I - PURPOSE

Under an Agreement, Producer provides certain services to and solicits, negotiates and sells Products on behalf of Company. As such, Producer and its Representatives has and/or may receive the Company's Confidential Information and Consumer Information, including individually identifiable information, arising out of or related to the business activities of Company, which information is the type of information subject to Laws and the requirements of Sections II and/or III of this Addendum. To assure compliance with all applicable Laws and Company Policies and Procedures, Company agrees to allow Producer to receive, retain and re-disclose, as applicable, such information as follows.

Section II **USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY**

1. **Definitions** - When used in this Section, the terms listed below shall have the following meanings:
 - a. **"Affiliate"** of a person means any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person.
 - b. **"Company Policies and Procedures"** means the Company's rules, policies, guidelines, procedures and standards, as may be modified from time to time by the Company in its sole discretion.
 - c. **"Confidential Information"** means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, product listings, total sales data, marketing strategies, strategic plans, financial or operational data, rates, forms, program manuals, guidelines, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the Company, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing and any information or data that can reasonably be understood to be confidential or proprietary as may have been or shall be provided by Company to Producer whether or not marked as confidential.
 - d. **"Consumer"** means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company, which product or service is intended to be used for personal, family or household purposes.
 - e. **"Consumer Information"** means non-public personally identifiable financial and health information as those terms are defined by applicable Laws and this Addendum (i) provided by or on behalf of a Consumer to Company, including information obtained by Producer, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all list of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
 - f. **"Laws"** mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996.
 - g. **"Representative"** and **"Representatives"** mean, with respect to a party, such party's directors, officers, employees, personnel, subcontractors and other representatives, and Affiliates and such Affiliates' directors, officers, employees, personnel, subcontractors and other representatives.
 - h. **"Security Breach"** means any act or attempt to gain unauthorized access to, disrupt, or misuse Company's Confidential Information or Consumer Information or an electronic information system on which Company's Confidential Information or Consumer Information is stored.
2. **Confidentiality Obligations for Consumer Information** - Except as expressly authorized by prior written consent of the Company, Producer shall:

- a. Use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
 - b. Only use and disclose Consumer Information in order to:
 - i. Carry out its respective obligations under the Agreement for transactions or services related to a transaction with the Consumer in the ordinary course of business;
 - ii. Adhere to certain regulatory requirements; or
 - iii. Provide services to the Consumer on behalf of the Company including, but not limited to, offering products and/or services to Consumers. Producer shall use Consumer Information solely for the purposes for which it was disclosed and must not reuse or re-disclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
 - c. Prior to disclosing Consumer Information to an Affiliate in order for the Affiliate to perform services or functions pursuant to this Addendum, ensure that the Affiliate that receives, stores, or has access to Consumer Information adheres to the terms of this Addendum and shall be responsible for any Affiliate's breach of the restrictions and conditions contained herein.
 - d. Prior to disclosing Consumer Information to a third party in order to perform services or functions under the Agreement, enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Addendum and shall be responsible for any of the third party's breach of the restrictions and conditions contained herein.
 - e. Safeguard all such Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to:
 - i. Ensure the security and confidentiality of Consumer Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of Consumer Information; and
 - iii. Protect against unauthorized access to or use Consumer Information.
3. **Confidentiality Obligations for Confidential Information** - Producer hereby agrees that it and its respective Representatives are prohibited from using the Company's Confidential Information for any purpose other than carrying out its respective obligations under the Agreement, as expressly contemplated under this Addendum, as specifically authorized by the Company in writing, or as required by applicable law. Producer shall, and shall cause its Representatives having access to the Company's Confidential Information, to (a) keep all Confidential Information of the Company confidential, in accordance with this Addendum; (b) maintain adequate systems and safeguards to protect and secure the Company's Confidential Information; and (c) limit the disclosure of the Company's Confidential Information to its Representatives having a need to know such information in order for Producer to carry out its obligations under this Agreement and only to the extent reasonably needed by such Representatives for such purposes. Producer shall not, and shall cause its respective Representatives having access to the Company's Confidential Information not to, share the Company's Confidential Information with any third party without the Company's express written permission. Producer shall (i) ensure that all Representatives who receive, store or have access to the Company's Confidential Information adhere to the terms of

this Addendum; and (ii) be responsible for any breach by its Representatives of the restrictions and conditions contained herein. In the case of any request or demand to disclose such the Company's Confidential Information under color of law, Producer shall (A) promptly notify the Company of the existence, terms, and circumstances surrounding such request; (B) consult with the Company on the advisability of taking legally available steps to resist or narrow such request; (C) cooperate with the Company on any such steps that the Company considers advisable; and (D) if disclosure of the Confidential Information is required or deemed advisable by the Company, exercise commercially reasonable efforts to obtain an order, stipulation or other reliable assurance acceptable to the Company that confidential treatment shall be accorded to such portion of the Confidential Information requested or demanded to be disclosed.

4. **Exceptions to Confidentiality -**

- a. The obligations of confidentiality and restrictions on use set forth in this Section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
 - i. Was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of Producer or violation of this Addendum;
 - ii. Was lawfully received by Producer from a third party free of any obligations of confidence;
 - iii. Was already in the possession of Producer prior to receipt thereof, directly or indirectly, from the disclosing party;
 - iv. Is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - v. Is subsequently and independently developed by Producer without reference to or use of the Confidential Information disclosed under this Addendum.
- b. Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company Policies and Procedures concerning the disclosure of Producer's compensation to potential insureds or owners. For the purposes of this paragraph, compensation shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.

5. **Security Breach Notification** - Producer shall notify Company of any Security Breach that (1) results in the unauthorized access to, disruption of, or misuse of, Company's Confidential Information or Consumer Information or any electronic information system on which Company's Confidential Information or Consumer Information is stored, or (2) materially impacts Producer's operations or Producer's ability to provide the Services in accordance with the Agreement. Required notices of a Security Breach shall be made to DataSecurityTeam.Genworth@genworth.com notwithstanding any other notice provision in the Agreement to the contrary. If the Security Breach with respect to which notification must be provided under this Addendum involves Company's Confidential Information or impacts the Consumer Information of ten (10) or more individuals, Producer will also provide notice of the Security Breach in accordance with the formal notice requirements in the Agreement. Producer

shall provide such notice following discovery and without unreasonable delay, but in no event later than forty-eight (48) hours following discovery of the Security Breach, even if not all information required by this Section is then available to Producer or all actions required by this Section have not been completed by Producer. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, Producer shall continue all reasonable efforts to obtain such information and complete such activities and report to Company the progress and results of the foregoing. With respect to Security Breaches for which notification must be provided under this Addendum, Producer shall provide Company with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the name and any other personally identifying information of each affected individual, and any other information Company may request concerning the Security Breach. With respect to Security Breaches for which notification must be provided under this Addendum, Producer agrees to take action immediately, at its own expense, to (i) investigate the Security Breach, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Breach, (iii) carry out any action necessary to remedy the cause of the Security Breach and prevent a recurrence, and (iv) notify Company of the progress and results of the foregoing. At Company's option, such action shall include without limitation: (A) Producer's mailing of notices regarding the Security Breach to affected individuals, the content of which shall be subject to Company's prior written approval; and/or (B) Producer's provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but not less than twenty-four (24) months (or for a longer period if required by the applicable laws, including data breach notification laws). Alternatively, Company may undertake either or both of the foregoing actions at Producer's expense, or where such notification and/or credit monitoring is undertaken by Company's customers affected by the breach, Producer agrees to reimburse Company for actual costs incurred in reimbursing those customers. None of the foregoing actions shall limit any other remedies available to Company pursuant to the Agreement. For the avoidance of doubt, the cost of compliance with this Section shall be considered direct damages for purposes of the Agreement. Producer shall not issue any press release or make any other public filing, report or communication regarding any Security Breach for which notification must be provided under this Addendum without Company's prior written approval unless otherwise required by applicable law, regulation or governmental or judicial order; provided, that in such case Producer has given Company reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

6. **Equitable Relief** - Producer agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that the Company may have, the Company shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.
7. **Audit** - Company may audit Producer's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours' prior notice.
8. **Term** - The provisions of this Section shall survive termination of the Addendum and of the Agreement.
9. **Return, deletion/destruction of data** – Producer shall promptly, and ensure that any Representatives promptly, but no later than thirty (30) days upon termination of the Agreement, return, delete and/or destroy all data or information received under the Agreement or this

Addendum, including Personal Information (as defined below), Confidential Information, and Consumer Information, and promptly notify Company in writing that it has securely and permanently deleted or destroyed such data. In the event Producer is unable to return, delete or destroy such data, Producer must promptly notify Company of the reasons and comply with the terms of the Addendum. This Addendum will remain in effect until Producer returns, deletes, or destroys all such data collected, processed, or used under the Agreement or this Addendum.

Section III - BUSINESS ASSOCIATE PROVISIONS

1. **Purpose** - In order to disclose certain information to Producer under this Addendum, some of which may constitute Protected Health Information (“**PHI**”), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and its implementing regulations.

Capitalized terms not otherwise defined in this Addendum shall have the meanings given to them in the HIPAA Rules, Title 45, Parts 160 and 164 of the CFR and such meanings are incorporated herein by reference. The “**HIPAA Rules**” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The “**HIPAA Privacy Rule**” is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. The HIPAA Security Rule is the “**HIPAA Security Standards**” at 45 CFR Parts 160 and 164, Subpart C. The “HIPAA Breach Notification” Rule is the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D.

These provisions shall apply to Producer to the extent that Producer is considered to be a “Business Associate” as such term is used under HIPAA and the HIPAA Rules.

2. **Permitted Uses and Disclosures**

Producer agrees to use or disclose PHI that it creates for or receives from Company or a Company Affiliate only as follows. All references to PHI in this Addendum shall include PHI received from or created on behalf of Company and any Company Affiliates.

- a. **Functions and Activities on Company’s Behalf** - Producer shall use, request and/or disclose PHI only to the extent necessary to satisfy Producer’s obligations under the Agreement, consistent with this Addendum and the HIPAA Rules, or as otherwise required by Law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended result of the use, disclosure or request. Producer also agrees to implement and follow appropriate policies regarding the minimum necessary usage of PHI in the performance of its obligations under this Addendum. To the extent, if any, that Producer performs one or more of Company’s obligations under Subpart E of the HIPAA Privacy Rule, Producer agrees to comply with the requirements of the Privacy Rule that apply to Company in the performance of such obligation(s).
- b. **Producer’s Operations** - Producer is permitted by this Addendum to use PHI it creates for or receives in performing services under this Addendum
 - i. If such use is essential for Producer’s proper management and administration; and
 - ii. As necessary to carry out Producer’s legal responsibilities. Producer is permitted to disclose such PHI for the purposes identified in this Section only if the following conditions are met:

- A. The disclosure is required by Law; or
 - B. The disclosure is essential to Producer's proper management and administration, and Producer obtains reasonable assurances in writing from any person or organization to which Producer will disclose such PHI that the person or organization will:
 - I. Hold such PHI as confidential and use or further disclose it only for the purpose for which Producer disclosed it to the person or organization or as required by Law; and
 - II. Notify Producer (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.
 - c. **Prohibition on Unauthorized Use or Disclosure** - Producer will neither use nor disclose PHI it creates or receives in performing services under this Addendum or the Agreement except as permitted or required by this Addendum or the Agreement.
 - d. **Data Aggregation Services** - Producer may not use PHI to provide Data Aggregation Services related to Company's Health Care Operations without the express written approval of Company or as explicitly provided by the Agreement.
 - e. **De-Identification** - Producer may not create de-identified PHI or otherwise de-identify PHI (as defined by the HIPAA Privacy Rule) received from Company, absent specific prior written permission from Company or as explicitly provided in the Agreement or this Addendum. Where permitted by the Agreement or this Addendum, Producer shall only de-identify PHI in accordance with the HIPAA Privacy Rule and only use and disclose such data in compliance with HIPAA. Upon request from Company, Producer shall demonstrate its compliance with the HIPAA Privacy Rule's de-identification standards, including providing its policies and procedures for de-identification of PHI and responding to reasonable inquiries about how Producer uses and discloses de-identified PHI, including identification of situations where there has been disclosure of Company's information that has been de-identified.
 - f. **Information Safeguards** - Producer will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of and to prevent non-permitted use or disclosure of PHI. These safeguards must be appropriate to the size and complexity of Producer's operations and the nature and scope of its activities. Upon Company's request, Producer will provide Company with access to and copies of documentation regarding such safeguards. Producer agrees to mitigate, to the extent practicable, any harmful effect that is known to Producer resulting from a use or disclosure of PHI by Producer in violation of the requirements of this Addendum.
3. **Sub-Contractors, Agents or Other Representatives** - To the extent that Producer is permitted by the Agreement to retain subcontractors or agents or other Representatives to perform services under the Agreement, Producer will require any of its subcontractors, agents or other Representatives to which Producer is permitted by the Agreement (or is otherwise given Company's prior written approval) to disclose any PHI, to provide reasonable assurances in writing that such party will comply with the same restrictions and conditions that apply to Producer under the terms and conditions of this Addendum with respect to such PHI.
4. **Protected Health Information Access, Amendment and Disclosure Accounting**

- a. **Access** - Producer will promptly upon Company's request make available to Company or, at Company's direction, to an individual, for inspection and to obtain copies of any PHI about the individual that is contained in a Designated Record Set, so that Company or a Company Affiliate may meet its access obligations under 45 CFR § 164.524. Producer shall make such information available in an electronic format when directed by Company.
 - b. **Amendment** - Upon Company's request Producer will promptly amend, or permit Company access to amend, any portion of the PHI which is contained in a Designated Record Set so that Company or a Company Affiliate may meet its amendment obligations under 45 CFR § 164.526.
 - c. **Disclosure Accounting** - Producer agrees to document such disclosures of PHI as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Privacy Rule. Producer will provide all information required by the Privacy Rule with respect to each such disclosure upon request from Company or upon direct request from an individual.
5. **Additional Obligations for Securing Electronic Protected Health Information**
- a. **Implementation of Security Standards** - Producer agrees that it shall fully implement the requirements of the HIPAA Security Standards by doing each of the following:
 - i. Implementing administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Company. Producer also shall develop and implement policies and procedures that meet the HIPAA Security Standards documentation requirements. Producer will document and keep these Safeguards current. Upon Company's request, Producer will provide Company with access to and copies of documentation regarding such Safeguards.
 - ii. Ensuring that any Representative to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
 - iii. Reporting and tracking all Security Incidents as described below. Producer will monitor and keep track of any Security Incident. Producer will report to Company any Security Incident that results in (A) unauthorized access, use, disclosure, modification, or destruction of Company's electronic PHI; or (B) interference with Producer's system operations in Producer's information systems of which Producer becomes aware. Producer will make the report to Company's Legal Department within three (3) days after Producer learns of such non-permitted or violating use or disclosure. For any other Security Incident, Producer will provide such report upon Company's request.
 - iv. Making Producer's policies and procedures and documentation required by the HIPAA Security Standards related to these Safeguards available to the Secretary of HHS for purposes of determining Company's compliance with the HIPAA Security Standards.
 - b. **Continuing Security Obligations** - Producer's obligations to protect the security of the PHI received from or created in performing services under the Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this Addendum or the Agreement.

6. **Additional Producer Provisions**

- a. **Inspection of Books and Records** - Producer will make its internal practices, books, and records relating to its use and disclosure of the PHI it creates for or receives from Company available to Company and to the U.S. Department of Health and Human Services to determine Company's or a Company Affiliate's compliance with 45 CFR Part 164. Producer shall provide to Company a copy of any PHI that Producer provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. **Reporting of Breach of Privacy Obligations** - In addition to any security or information breach notification obligations included in the Agreement, Producer will provide written notice to Company, following discovery and without unreasonable delay, but in no event later than three (3) days following discovery, of any use or disclosure of PHI that is neither permitted by this Addendum nor given prior written approval by Company. Also, in addition to any security or information breach notification obligations included in the Agreement, Producer will report, following discovery and without unreasonable delay, but in no event later than three (3) days following discovery, any unauthorized acquisition, access, use, or disclosure of Unsecured PHI. This obligation to report shall include any unauthorized acquisition, access, use, or disclosure, even where Producer has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of Breach in 45 CFR § 164. 402(2). In addition to any other applicable obligations in the Agreement, Producer shall cooperate with Company in investigating the Breach and in meeting Company's obligations under the HIPAA Rules and any other security breach notification laws. In addition to any other applicable requirements in the Agreement, Producer's report will at least:
 - i. Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
 - ii. Identify any PHI accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
 - iii. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
 - iv. Identify what corrective action Producer took or will take to prevent further non-permitted access, uses or disclosures;
 - v. Identify what Producer did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - vi. Provide such other information, including a written report, as Company may reasonably request.
- c. **Indemnification** - Producer will indemnify Company and any Company Affiliate, and their respective employees, partners, principals, officers, and related entities (the "**indemnified parties**"), for any costs incurred by Company or any of the other indemnified parties, including legal fees and costs reasonably related to breach notification, associated with or arising out of Producer's failure to carry out its duties under this Addendum or negligence or willful misconduct in conducting such duties.
- d. **Audit and Review of Policies and Procedures** - Producer agrees to provide, upon Company's request, access to and copies of any policies and procedures developed or utilized by Producer regarding the protection of PHI. Producer agrees to provide, upon

Company's request, access to Producer's internal practices, books, and records, as they relate to Producer's services, duties and obligations set forth in this Addendum and the Agreement(s) under which Producer provides services and / or products to or on behalf of Company, for purposes of Company's review of such internal practices, books, and records.

- e. **Subpoenas** - Producer agrees to provide notice to Company of any subpoena or other legal process seeking PHI. Such notice shall be provided within forty-eight (48) hours of Producer's receipt of such subpoena or legal process.
- f. **Termination by Company** - In addition to the termination rights set forth in the Agreement, Company shall have the right to terminate the Agreement immediately if Company, in its sole discretion, determines that Producer has breached any of the provisions of this Addendum. Company may exercise its rights pursuant to this Section by providing Producer with written notice of termination, stating the breach of this Addendum. Alternatively, and in the Company's sole discretion, Company may choose to provide Producer with written notice of the existence of the breach and provide Producer with thirty (30) calendar days to cure such breach upon terms acceptable to Company in its sole discretion. Failure by Producer to cure such breach in the manner set forth above shall be grounds for immediate exercise of Company's rights set forth above. If termination is not feasible, Company has the right to report the problem to the Secretary of the U.S. Department of Health and Human Services.
- g. **Obligations on Termination**
 - i. **Return or Destruction of Company's and Company Affiliates' PHI** - Upon termination or expiration of the Agreement, as applicable, Producer will, if feasible, return to Company or destroy all PHI in whatever form or medium, including all copies thereof, and all data, compilations, and other works derived therefrom that allow identification of any individual. Producer will require any Representative to which Producer has disclosed PHI to return to Producer (so that Producer may return it to Company) or destroy all PHI in whatever form or medium received from Producer, including all copies thereof, and all data, compilations, and other works derived therefrom that allow identification of any individual, and certify under oath to Producer that all such information has been returned or destroyed. Producer will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or expiration of the Agreement, as applicable.
 - ii. **Procedure When Return or Destruction Is Not Feasible** - Producer will identify any PHI, including any PHI that Producer has disclosed to Representatives, that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible. Where Company agrees that such return or destruction is infeasible, Producer (or any Representative) will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reasons that make return or destruction of such information infeasible. If Company does not agree, subparagraph (i) immediately above shall apply. Producer will, by its written contract with any Representative to which Producer discloses PHI, require such Representative to limit its further use or disclosure of such PHI that such Representative cannot feasibly return or destroy such that the Representative will not use or disclose this information for any purpose, except for a specific purpose agreed to by Company that is related to the specific reasons that make return or destruction of such information infeasible. Producer will complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination or expiration of the Agreement, as applicable.

- iii. **Continuing Privacy and Security Obligation** - Producer's obligation to protect the privacy and safeguard the security of PHI as specified in this Addendum will be continuous and shall survive termination or other conclusion of the Agreement and this Addendum, as applicable.
- h. **Sale of PHI** - Producer shall not directly or indirectly receive remuneration in exchange for PHI.
- i. **No Third-Party Beneficiaries** - Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, any rights, benefits or remedies of any kind or character whatsoever, whether in contract, statute, tort or otherwise, upon any person other than Company, Company Affiliates and Producer.



THIS EXHIBIT 1 STATE PRIVACY LAW PROVISIONS TO THE MULTIPURPOSE CONFIDENTIALITY ADDENDUM AND PRODUCER CONDUCT RULE

("Exhibit") forms a part of and is subject to the Multipurpose Confidentiality Addendum and Producer Conduct Rule ("Addendum") by and between Producer and CareScout Insurance Company ("Company"). This Exhibit is automatically effective.

Any capitalized terms used herein shall have the meaning given in the Addendum or the certain Brokerage General Agent Agreement, Producer Agreement or other similarly styled selling agreements ("Agreement") as applicable unless otherwise indicated herein. This Exhibit shall be attached to, and made a part of, the Addendum.

Company and Producer hereby agree to include the following terms and conditions to satisfy applicable privacy laws and regulations:

- a. Each party agrees not to use, disclose, or retain the other's confidential information ("CI"), and Producer agrees not to use, disclose, or retain personal information, personal data, or personally identifiable information of individuals or households ("Personal Information" or "PI") created, accessed, or received in connection with this Agreement ("Company's PI"), for any purpose other than in the exercise of rights or performance of obligations under this Agreement or outside of the direct business relationship between the parties pursuant to this Agreement. Personal Information or PI shall also have the same meaning as defined by applicable law, including but not limited to, the California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act of 2020 ("CPRA"), and its implementing regulations.
- b. To the extent the Agreement permits Producer to disclose Company's PI to Producer's Affiliates, Representatives, or other third parties or service providers, such disclosure must be under written obligations of confidentiality and limited use in addition to any other requirements for such disclosure set forth in the Agreement.
- c. Producer shall not sell or share Company's PI. The terms "sell" and "share" shall be defined by applicable law, including, but not limited to, the CCPA and the CPRA, as applicable. Producer shall not combine or update Company's PI with individually identifiable information received from another person or entity.
- d. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that the other party's CI and, in the case of Producer, Company's PI, is not disclosed or distributed by its employees, Affiliates, Representatives, or other third parties or service providers in violation of this Agreement. Such care shall include, but not be limited to, Producer's maintenance of appropriate administrative, technical, procedural and physical safeguards to: (i) ensure the security, integrity and confidentiality of Company's CI and PI, (ii) protect against any threats or hazards to the confidentiality, security or integrity of Company's CI and PI, and (iii) protect against unauthorized access to or use of Company's CI and PI. Company shall have the right to inspect and review Producer's practices and policies regarding Company's CI and PI upon reasonable advance notice to ensure Producer is using such information in a manner consistent with applicable law.

Producer shall notify Company of any act or attempt to gain unauthorized access to, disrupt, or misuse Company's PI or an electronic information system on which Company's PI is stored ("Security Breach") that (1) results in the unauthorized access to, disruption of, or misuse of, Company's PI or any electronic information system on which Company's PI is stored, or (2) materially impacts Producer's operations or Producer's ability to provide the Services in accordance with the Agreement. Required notices of a Security Breach shall be made to

DataSecurityTeam.Genworth@genworth.com notwithstanding any other notice provision in the Agreement to the contrary. If the Security Breach with respect to which notification must be provided under this Addendum involves Company's PI, Producer will also provide notice of the Security Breach in accordance with the formal notice requirements in the Agreement. Producer shall provide such notice following discovery and without unreasonable delay, but in no event later than forty-eight (48) hours following discovery of the Security Breach, even if not all information required by this Section is then available to Producer or all actions required by this Section have not been completed by Producer. If any such information is not available at the time of initial notification or any such activities have not been completed at the time of initial notification, Producer shall continue all reasonable efforts to obtain such information and complete such activities and report to Company the progress and results of the foregoing. With respect to Security Breaches for which notification must be provided under this Addendum, Producer shall provide Company with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the name and any other PI of each affected individual, and any other information Company may request concerning the Security Breach. With respect to Security Breaches for which notification must be provided under this Addendum, Producer agrees to take action immediately, at its own expense, to (i) investigate the Security Breach, including without limitation its causes and effects, (ii) identify, prevent and mitigate the effects of any such Security Breach, (iii) carry out any action necessary to remedy the cause of the Security Breach and prevent a recurrence, and (iv) notify Company of the progress and results of the foregoing. At Company's option, such action shall include without limitation: (A) Producer's mailing of notices regarding the Security Breach to affected individuals, the content of which shall be subject to Company's prior written approval; and/or (B) Producer's provision of credit monitoring or other similar service to affected individuals offered by a reputable provider, for a reasonable duration but not less than twenty-four (24) months (or for a longer period if required by the applicable laws, including data breach notification laws). Alternatively, Company may undertake either or both of the foregoing actions at Producer's expense, or where such notification and/or credit monitoring is undertaken by Company's customers affected by the breach, Producer agrees to reimburse Company for actual costs incurred in reimbursing those customers. None of the foregoing actions shall limit any other remedies available to Company pursuant to the Agreement. For the avoidance of doubt, the cost of compliance with this Section shall be considered direct damages for purposes of the agreement. Producer shall not issue any press release or make any other public filing, report or communication regarding any Security Breach for which notification must be provided under this Addendum without Company's prior written approval unless otherwise required by applicable law, regulation or governmental or judicial order; provided, that in such case Producer has given Company reasonable advance written notice of the intended disclosure and a reasonable opportunity to seek a protective order or other confidential treatment of the information, each to the extent permitted by law; provided, further, that the disclosure is limited to that required by such applicable law, regulation or governmental or judicial order.

- e. To the extent applicable under privacy laws and regulations, Producer shall provide the Services as a service provider, processor, or any other similar term as defined by applicable law, including but not limited to, the CCPA and CPRA and other state privacy laws. Without limiting any other obligation in this Agreement, Producer shall comply with all applicable obligations and provide at least the same level of privacy protection as required by applicable law. Producer shall notify Company no later than five (5) business days after Producer determines that it can no longer meet those obligations. If Company determines that Producer is using Company's PI in an unauthorized manner, Company shall have the right, upon notice to Producer, to take reasonable and appropriate steps to stop and remediate the unauthorized use of Company's PI without limiting any other right or remedy Company may have under this Agreement. Company shall notify Producer if it receives a consumer request made pursuant to applicable law that Producer must comply with under applicable law, and Company will provide information reasonably necessary for Producer to comply with the request. Additionally, Producer shall notify any of its service providers, contractors, or processors of such a request. Producer shall cooperate with Company in Company's response to verifiable consumer requests under applicable law and shall forward to Company, within three (3) business days of receipt, any request from an individual regarding an individual's PI.
- f. To the extent Company discloses to Producer any de-identified PI for the purposes of the Agreement, Producer's re-identification or attempted re-identification of the de-identified PI is prohibited. Unless required by applicable law, Producer shall not further disclose the de-identified

information to any third party unless the third party is contractually bound by the same or stricter restrictions and conditions.

- g. Producer shall remain responsible for permitted assignees', subcontractors', and outsourcers' (including any other permitted persons with whom PI is disclosed) performance pursuant to this Agreement as if Producer had performed the Services itself and shall ensure that all such entities and their employees and agents are bound by written obligations to comply with the terms and conditions of the Agreement, including without limitation, the Sections regarding Intellectual Property and nondisclosure.
- h. The description of services in the Agreement is hereby amended to include the following language:

Business Purpose(s) of Services: The Services described herein are for the below business purpose(s) and Company is disclosing Company's PI only for the limited and specified purposes as set forth below. Further, Producer shall not use, disclose, or retain Company's PI for any purposes (including for any commercial purpose) other than those specified below or as otherwise permitted by applicable Law.

- (i) Performing services on behalf of the Company, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the Company.
 - (ii) Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer; provided, that for the purpose of advertising and marketing, a service provider or contractor shall not combine the Personal Information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with Personal Information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers.
- i. No Other Amendments; Conflicts. All provisions of the Addendum and Agreement shall remain in full force and effect, except as modified herein. If there is a conflict as to any provision contained in the Addendum and Agreement, then the provisions of this Exhibit shall control.