



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.