

GENERAL AGENT AGREEMENT

This General Agent Agreement (“Agreement”) is entered into between the undersigned General Agent (“GA”) and Mutual of Omaha Insurance Company, and each affiliated insurance company as specified on the Compensation/Product Schedule(s) attached to the Agreement (hereinafter referred to as the “Company”). The parties agree that additional affiliates of the Company may be added to the Agreement at a later date by way of changes/additions to the Compensation/Product Schedules attached hereto. Any Company affiliate added to the Agreement will be thereafter included in the definition of “Company”.

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.**
 1. **For Each Product.** GA’s compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.
 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
 - (a) GA is licensed and appointed in accordance with laws and Company procedures,
 - (b) the Product is actually issued, delivered to and accepted by the customer, and
 - (c) the premium for the Product is paid to the Company.
 3. **Compensation After Termination.** GA shall not be entitled to any compensation after the Termination Date of this Agreement, except for:
 - (a) Vested Compensation, and
 - (b) any net credit balance in GA’s account for compensation earned as of the Termination Date.

4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:
 - (a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
 - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
 - (c) does any act which results in the suspension or revocation of GA's insurance license.

C. GA'S DUTIES.

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA certifies that they shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and

rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.

8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. **LIMITATIONS.** GA, either directly or through its employees or Other General Agents, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. **COMPENSATION ADMINISTRATION.**

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.

3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
 4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
 5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. **INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

J. **GENERAL.**

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

**Producer Services
Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001**

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are

required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.

9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
 11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
 12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. **DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.
1. **"Authorized Representative"** means the Chief Executive Officer or President of a Company or an individual authorized in writing by the Chief Executive Officer or President.
 2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
 3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.
 4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.

5. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **“Termination Date”** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH
IN COMPENSATION/PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

**TO BE COMPLETED BY GENERAL AGENT
FOR ALL STATES**



<p>GENERAL AGENT</p> <p>By: See signature on Producer Contract Information and Signature Form (Signature always required)</p>

GENERAL AGENT AGREEMENT

MUTUAL OF OMAHA INSURANCE COMPANY

**ON BEHALF OF IT AND ITS AFFILIATES SET FORTH IN
COMPENSATION PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

CONFIDENTIALITY AND PRIVACY AMENDMENT

1. **Definitions.** The following terms will have the following meanings:

- (a) **“Business Information”** means information, oral, electronic, or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information or other materials that either party exchanges with the other party or its Representatives in any form and in any media now or hereafter developed, or other information, the tampering with which, or unauthorized Use of which, would cause a material adverse impact to the business operations or security of a party. If information is designated as confidential, such designation will be in any written form which clearly communicates that the nonpublic business or financial information is confidential. The term “Business Information” will not include any information that: (i) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contracts; (ii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iii) becomes rightfully known from another source without restriction on Use; or (iv) has been independently developed without the use of or any reference to Business Information.
- (b) **“Confidential Information”** means Business Information and Personal Information, both electronic or otherwise, that a party creates, accesses, uses, or receives from the other party or a third party, on behalf of a party.
- (c) **“HIPAA Privacy and Security Rules”** means the Privacy, Security and Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
- (d) **“Information Security Breach”** means the unauthorized Use of Confidential Information which is not permitted by law or by the terms of this Addendum including, but not limited to, a Security Incident.
- (e) **“Personal Information”** means a first name or initial, and last name, in combination with any: (i) demographic, medical or financial information such as age, gender, address, Social Security number, driver’s license or non-driver identification card number, account number, credit or debit card number, or biometric records; (ii) any security code, access code or password that would permit access to an individual’s financial account; (iii) past, present or future physical or mental health condition or treatment; (iv) debt status or history; and (v) income and other similar individually identifiable personal information that is not publicly available or that has been designated as such by law or regulation. The term “Personal Information” includes, but is not limited to, Protected Health Information.

- (f) “**Protected Health Information**” will have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information acquired, accessed, used, created, received, stored, or transported from or on behalf of Company.
- (g) “**Representatives**” means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of a party.
- (h) “**Security Incident**” means the attempted or successful unauthorized Use, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom GA delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of GA.
- (j) “**Unsuccessful Security Incident**” means an attempted but unsuccessful Security Incident, and includes, without limitation, pings and other broadcast attacks on GA’s firewall, port scans, unsuccessful log-on attempts, denials of service attacks, malware such as worms or viruses, and any combination of the above, so long as no such Security Incident results in, or is reasonably anticipated by GA to result in, unauthorized Use, modification, or destruction of Confidential Information or interference with system operations in an information system within GA’s control.
- (k) “**Use**” means acquisition, access, use, sale, disclosure, transmittal, storage, or transportation.

2. **Obligations Regarding Confidential Information.** The performance of the duties and obligations required under the Agreement may require either party to disclose to the other certain Confidential Information.

- (a) **Confidentiality.** Each party agrees to retain all Confidential Information in confidence, and will not Use the other party’s Confidential Information except as allowed under this Addendum, and for purposes related to the performance of obligations under the Agreement. Each party will be responsible to the other party for a breach of the terms of this Addendum and for any Information Security Breach by itself or its Representatives.
- (b) **Reporting an Information Security Breach or Security Incident.** GA agrees to report to Company any Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) will be made as soon as possible, but in no event later than five (5) business days or such shorter period of time imposed on either party by federal or state law or regulation following the date that GA becomes aware of the Information Security Breach or successful Security Incident. GA will take action(s) requested

by Company to document and mitigate the Information Security Breach or successful Security Incident. GA will cooperate in evaluating the necessity of providing any and all notices of an Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.

- (c) ***Return of Confidential Information.*** During the term of the Agreement, GA will only retain Confidential Information which is necessary to continue proper management and administration of the services under the Agreement, or to carry out its legal responsibilities. Upon termination of the Agreement, GA will return, or if agreed to by Company, securely destroy all Confidential Information that GA maintains in any form. Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then GA will limit the Use of Confidential Information to the specific reason requiring retention of Confidential Information, and the protections of the Agreement and this Addendum will be extended for so long as Confidential Information is maintained. Once the reason for retention of Confidential Information has expired, Confidential Information will be returned or, if agreed to by Company, securely destroyed. The obligation to return or securely destroy such Confidential Information will not apply to electronic copies stored solely for back-up and archival purposes (“Backup Copies”) that are not readily accessible by GA. GA will not be required to erase electronically stored Confidential Information that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law: (i) its personnel whose functions are not primarily information technology do not access such Backup Copies; and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). The Backup Copies will continue to be subject to the remaining terms of this Addendum.
- (d) ***Disposal of Confidential Information.*** GA agrees to maintain a security policy for the secure disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.
- (e) ***Cost of an Information Security Breach.*** GA will pay Company all costs or expenses that result from GA’s acts or failure to act that result in an Information Security Breach.

- 3. **Permitted Uses and Disclosures by GA.** Unless otherwise prohibited by the Agreement, this Addendum or applicable federal and state laws and regulations, including the HIPAA Privacy and Security Rules, GA may access, use, disclose, transmit, store and transport Confidential Information:

- (a) for the proper management and administration of GA's business, provided that the access, use, disclosure, transmittal, storage and transportation are required by law, or GA obtains reasonable assurances from the entity or person to whom Confidential Information is disclosed that it will remain confidential and be accessed, used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the entity or person;
- (b) to carry out the legal responsibilities of GA;
- (c) to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
- (d) to its Subcontractors if Subcontractors have entered into a written agreement with GA under which Subcontractors agree to be bound by the obligations in this Addendum.

4. GA's Additional Obligations Regarding Protected Health Information.

- (a) GA acknowledges that it is subject to the following requirements to the same extent as applicable to Company:
 - (i) to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it accesses, uses, creates, receives, maintains, transmits, or transports on behalf of Company;
 - (ii) at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or to an individual as directed by Company, in order to meet the requirements of the HIPAA Privacy and Security Rules;
 - (iii) to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
 - (iv) to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company or to an individual as directed by Company, in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules; and
 - (v) to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and

disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining GA's or Company's compliance with the HIPAA Privacy and Security Rules.

- (b) The parties acknowledge that this Section 4(b) constitutes notice by GA to Company of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Company will be required.

5. General Security Requirements.

- (a) GA will maintain a written, information security program designed to protect the confidentiality, integrity and availability of Confidential Information in paper or other records and within its information system, including computers, devices, applications, and any wireless systems, and designed to perform the following core information security functions:
 - (i) identify and assess both internal and external information security risks (“Risk Assessment”);
 - (ii) utilize a defensive infrastructure;
 - (iii) implement policies and procedures that protect Confidential Information from unauthorized Use;
 - (iv) detect, respond to, and mitigate, Information Security Breaches and Security Incidents, restoring normal operations and services; and
 - (v) fulfill regulatory reporting obligations.
- (b) The Risk Assessment performed by GA will be:
 - (i) sufficient to inform the design of the information security program;
 - (ii) updated as reasonably necessary to address changes to GA's information systems, records, Confidential Information, and business operations; and
 - (iii) documented and carried out in accordance with written policies and procedures.
- (c) GA will designate a qualified individual responsible for overseeing and implementing its information security program and enforcing its information security policy initiatives.
- (d) GA will assess the effectiveness of its information security program through continuous monitoring, periodic penetration testing and vulnerability assessments, or similar actions, all as dictated by its Risk Assessment.

- (e) GA, or GA's designated third party, will:
 - (i) utilize qualified information security personnel to manage its information security risks and perform or oversee the performance of GA's core information security functions; and
 - (ii) provide or verify that such personnel have obtained periodic information security training to maintain up-to-date knowledge of changing information security threats and countermeasures.
- (f) GA will provide regular information security awareness training for all personnel.
- (g) GA will have written policies, implemented and approved by senior management for the protection of its information systems and Confidential Information, addressing the following:
 - (i) data governance and classification;
 - (ii) asset inventory and device management;
 - (iii) access controls and identity management;
 - (iv) business continuity and disaster recovery planning;
 - (v) system security and monitoring;
 - (vi) network security and monitoring;
 - (vii) physical security and environmental controls;
 - (viii) customer data privacy; and
 - (ix) vendor and third-party service provider ("TPSP") management, to include the following topics:
 - (A) identification and risk assessment of TPSPs;
 - (B) minimum information security practices required of TPSPs;
 - (C) due diligence processes for assessing the information security practices of TPSPs; and
 - (D) periodic assessment of TPSPs, based on the risk and the continued adequacy of the TPSPs' information security practices.
- (h) The following information systems' controls will be utilized by GA, to the extent prescribed by its written information security program:

- (i) limited user access privileges to information systems providing access to Confidential Information and periodical review of such access privileges, as dictated by GA's Risk Assessment;
 - (ii) multi-factor authentication for any individual accessing GA's internal networks from an external network, and for all privileged access to GA's cloud-based systems;
 - (iii) implementation of risk-based policies, procedures and controls designed to monitor the activity of authorized users and detect unauthorized Use or tampering with Confidential Information; and
 - (iv) implementation of encryption to protect Confidential Information, both in transit over external networks, and at rest.
- (i) To the extent dictated by GA's Risk Assessment, and for a duration specified by its records retention standards, GA will maintain audit trails:
- (i) for material financial transactions; and
 - (ii) sufficient to recreate Security Incidents.
- (j) GA will have written procedures, guidelines and standards for the secure development of applications created in-house, and procedures for evaluating and testing the security of externally-developed applications used on GA's information systems.
- (k) GA will have a written Security Incident response plan designed to promptly respond to, and recover from, any Information Security Breach or successful Security Incident materially affecting the confidentiality, integrity or availability of the Confidential Information or the continuing functionality of any aspect of Company's business or operations. The plan will address the following areas:
- (i) internal processes for responding to an Information Security Breach or successful Security Incident;
 - (ii) goals of the plan;
 - (iii) definition and clear roles, responsibilities and levels of decision-making authority;
 - (iv) external and internal communications and information sharing;
 - (v) identification or requirements for the remediation of any identified weaknesses in information systems and associated controls;

- (vi) documentation and reporting regarding Information Security Breaches or successful Security Incidents and related incident response activities; and
 - (vii) evaluation and revision as necessary of the plan following an Information Security Breach or successful Security Incident.
- (l) No transfer of Confidential Information may be made by GA outside of the United States without the prior, express written authorization of Company.
 - (m) Company may require GA to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at GA's option and expense, an independent auditor, to ensure compliance with this Addendum. The third-party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by GA. GA will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. GA's failure to remedy the identified deficiencies will be considered in breach of this Section 5.
6. **PCI-DSS Requirements for GA.** If GA stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, GA will employ safeguards that comply with the Payment Card Industry Data Standard (PCI-DSS), as may be amended from time to time. Depending on services being provided pursuant to the Agreement, and upon request, GA will provide Company a PCI-DSS Attestation of Compliance.

7. **General Provisions.**

- (a) **Compliance with Laws.** Each party will promptly: (i) comply with its obligations under this Addendum and with any federal and state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, security, or Use of Confidential Information; and (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory obligations with respect to Confidential Information a party holds on behalf of the other. Such obligations include any: (viii) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (ix) inventory and location of Confidential Information; and (x) performance of due diligence to ensure Representatives used in connection with performance of Services under the Agreement comply with the provisions of this Addendum.
- (b) **Amendment.** This Addendum will be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any federal or state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the security, confidentiality, or Use of Confidential Information, including, without limitation,

the HIPAA Privacy and Security Rules, on or before the effective compliance date thereof. Any such amendment will automatically be effective upon the effective compliance date of such laws and regulations and will become effective without the signature of either party.

- (c) ***Termination for Cause.*** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Addendum.
- (d) ***Disclosures Required By Law or a Governmental Authority.*** If either party is required to disclose the other party's Confidential Information in response to legal process or a governmental authority, such party will immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party will furnish only that portion of Confidential Information which it is legally required to disclose and will use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.
- (e) ***Indemnification.*** Notwithstanding any other provisions of the Agreement, each party will indemnify, defend and hold the other party and its affiliates, and their directors, officers and employees, harmless for any liabilities, claims, demands, suits, losses, damages, costs, obligations and expenses, including without limitation attorneys' fees, court costs and punitive or similar damages, incurred by a party which result from any breach of this Addendum by the other party.
- (f) ***Equitable Relief.*** Both parties acknowledge that Confidential Information it receives is confidential and/or proprietary to the other party, that disclosure thereof could be seriously harmful to the business prospects of the other party, that the other party may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, each party agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Addendum, an aggrieved party will be entitled to: (i) seek equitable relief, including injunctive relief; and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.
- (g) ***Material Obligation/Survival.*** Each obligation contained in this Addendum is deemed to be a material obligation of the parties hereunder and will survive the termination of the Agreement.
- (h) ***Interpretation.*** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Addendum, this Addendum will control. Any such inconsistency or conflict will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information. This provision will supersede any similar provision in

the Agreement. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information, including, without limitation, any definitions in any such federal and state laws and regulations, will control. Where provisions of this Addendum are different than those mandated in the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the confidentiality of Confidential Information but are nonetheless permitted by such federal and state laws and regulations, the provisions of this Addendum will control.