

**GENERAL AGENT  
MEDICARE PART D PRESCRIPTION DRUG PLAN SALES AGREEMENT**

This Agreement (“Agreement”) is between the General Agent (“General Agent” or “GA”) listed on the Contract Information and Signature Form and Omaha Health Insurance Company (“OHIC” or “Company”) and is effective on the date this Agreement is executed by Company as indicated on the execution page (the “Effective Date”).

**A. Definitions.**

For purposes of this Agreement, the following definitions will apply:

1. **Authorized Representative:** means the Chief Executive Officer or President of OHIC or an individual authorized in writing by the Chief Executive Officer or President and OHIC.

2. **Centers for Medicare and Medicaid Services (“CMS”):** means the Federal agency responsible for the oversight of the Medicare Part D Prescription Drug programs.

3. **Enrollee:** means an eligible Medicare beneficiary who has enrolled in a Company Product as confirmed by CMS through the efforts of the General Agent.

4. **Managing General Agent:** means any individual or organization that (a) is duly licensed and appointed, (b) has successfully completed Company’s training and testing; (c) has entered into a managing general agent or other marketing agreement with Company for the sale of Products, and (d) is designated as Managing General Agent on the Product applications submitted by the General Agent.

5. **Medicare Part D Prescription Drug Plan(s):** means those stand-alone Medicare Part D Prescription Drug Plans offered by OHIC, which are approved by CMS, and sold to eligible Medicare beneficiaries by General Agents.

6. **Premium:** means any and all monies due Company from Enrollees which monies are designated as premiums by Company for a Product; provided however, that Premium does not include payments by or due from CMS to Company pursuant to one or more contracts with CMS including subsidies for low-income Enrollees.

7. **Products.** The standalone Medicare Part D Prescription Drug Plans offered by Company pursuant to contract(s) with CMS.

**B. Authorization.**

**Authorization of GA.** Subject to the terms and conditions set forth herein and applicable state and federal laws, Company authorizes GA by itself or through the Managing General Agent, to solicit, procure and promptly transmit enrollment applications to Company for Products. Company agrees to appoint GA, as eligible and

required, with the appropriate state insurance departments for the sale of Products. This appointment is not exclusive. Company has the right to reject any enrollment application.

### C. **Obligations of GA.**

1. **Licensure.** Prior to presenting any Product, GA will, and will ensure that its General Agents will, be licensed as a health insurance producer in all states in which GA and its General Agents intend to solicit enrollment applications for Products. GA will, and will ensure that its General Agents, at all times, maintain appropriate state licensure. No compensation will be paid to GA for the sale of a Product if GA or the writing General Agent does not have the applicable license at the time the enrollment application is taken.

2. **Compliance with Laws and Policies and Procedures.** GA will, and will ensure that its General Agents, at all times comply with all applicable federal and state laws and regulations related to producers, as well as the federal laws, regulations and CMS guidance applicable to the Products including the Medicare Marketing Guidelines. GA will, and will ensure that its General Agents, comply with the requirements stated in Exhibit A, Medicare Requirements, attached hereto and incorporated herein. Company may unilaterally amend Exhibit A from time to time upon issuance of a replacement Exhibit A to GA. GA will, and will ensure that its General Agents will, act in an ethical, professional manner in connection with this Agreement. GA will, and will ensure that its General Agents at all times, comply with Company's policies and procedures related to the sale of the Products.

3. **GA Annual Training and Certification.** Prior to presenting any Product, GA will, and will ensure that its General Agents will, at his/ her/its own expense (unless otherwise agreed to by the parties), complete a CMS endorsed or approved training curriculum and testing for the solicitation of Medicare Prescription Drug Plans. GA will, and will ensure that its General Agents will, execute, attest to and agree to the applicable "Certification of Marketing Practices". GA will repeat the training curriculum and re-execute the applicable "Certification of Marketing Practices" on an annual basis prior to commencement of sales or marketing activities by the GA or each of its General Agents for the subsequent plan year. No compensation will be paid to GA for the sale of a Product if GA or the writing General Agent have not completed the applicable training curriculum and testing and executed a current Certification of Marketing Practices.

4. **Applications.** GA will forward all applications for Products to Company within two (2) business days of the taking of the application. GA will ensure that each such application is fully and accurately completed prior to submission to Company.

5. **Premiums.** Neither GA nor any General Agent will collect any Premiums for Products. In the event that GA or a General Agent receives any Premiums, GA will, within two (2) business days, forward the Premiums to Company.

6. **Complaint Handling.** GA will, and will ensure that its General Agents will, forward all complaints from Enrollees or potential Enrollees related to GA, its General Agents, Company or the Products within two (2) business days of GA's receipt or learning of the complaint, as applicable. GA will cooperate and work in good faith with Company to resolve any such complaint.

7. **Company Communications.** Company will periodically make changes in the training curriculum, the Products, Company policies and procedures regarding the sale of Products, program guidelines and requirements, and modifications to the terms of this Agreement. GA will regularly review such changes and modifications, and GA will, and will ensure that its General Agents will, adhere to all such changes, requirements and modifications.

8. **Advertising Materials.** GA will obtain, and will ensure that its General Agents will, 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.

9. **Notice of Litigation or Regulatory Proceeding.** GA will, and will ensure that its General Agents will notify Company within two (2) business days 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 the 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.

10. **Insurance.** GA will have and maintain Errors and Omissions liability insurance covering GA and GA's employees and its General Agents 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.

D. **Limitations of GA.** GA will not, and will ensure that its General Agents will 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 of Company.

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 enrollment.

4. **Respond in Connection with a Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any legal matter pertaining to this Agreement or any Product, without Company's prior written consent.

5. **Misrepresentation.** Make any representation with respect to a Product except as may be explicitly set forth in materials prepared and provided to GA or General Agents by Company.

6. **Products.** Present Products to persons that GA or the General Agent knows, or should know by reasonable investigation, are not eligible for enrollment, e.g., individuals who do not reside in the Medicare Part D Prescription Drug Plan's service area.

7. **Relationship.** Hold himself/herself, itself out as an (i) employee, partner, joint venturer or associate of Company; or (ii) as an agent of Company in any manner or for any purpose.

**E. Compensation.**

1. **Compensation.** Company will pay GA for each Enrollee in the applicable Product in accordance with the Company's Terms and Conditions for Payment and Compensation Schedule, incorporated by reference herein. Compensation will only be paid for Enrollees enrolled by GA or General Agents in a Product as confirmed by CMS to Company. Company's Terms and Conditions for Payment and Compensation Schedule may be unilaterally changed by Company upon prior written notice to GA. If GA objects to any such changes, GA may terminate this Agreement in accordance with Section F.2.

2. **Contingencies.** In addition to any conditions imposed in Company's Terms and Conditions for Payment and Compensation Schedule and any Addendums hereto, no compensation is earned until:

- (a) GA and General Agents, as applicable, are licensed and appointed in accordance with laws and Company procedures;
- (b) GA and General Agents, as applicable, have successfully completed applicable training and testing, and been certified;
- (c) CMS has confirmed the Enrollee's enrollment in a Product; and
- (d) Company has confirmed that GA and the selling General Agent are not excluded by the Department of Health and Human Services Office of the Inspector General ("OIG") or appear on the System for Award Management ("SAM") as excluded at the time of sale or payment of compensation.

3. **Compensation After Termination.** GA acknowledges and agrees that no compensation shall be due under this Agreement in the event this Agreement or the selling General Agent's agreement is terminated by Company with cause.

4. **Limitation on 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 or Product to which the claim relates.

**F. Term and Termination.**

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each. Notwithstanding the foregoing, this Agreement may be terminated as provided below.

2. **Termination without Cause.** GA or Company shall have the right at any time to terminate this Agreement upon thirty (30) days prior written notice to the other party.

3. **Termination with Cause.** Company may terminate this Agreement upon written notice to GA in the event that: (a) GA breaches the Agreement; (b) GA is no longer licensed and appointed in accordance with applicable law; (c) GA is excluded from the Medicare program as confirmed by the OIG or SAM; or (d) GA makes a general assignment for the benefit of creditors or files a petition in bankruptcy.

4. **Other.** This Agreement may be terminated in accordance with the provisions set forth in the Confidentiality and Privacy Addendum set forth in Exhibit B attached hereto and incorporated herein.

**G. Miscellaneous.**

1. **Confidential Information.** GA agrees to comply with the terms and conditions of the "Confidentiality and Privacy Addendum" attached hereto and incorporated into this Agreement as Exhibit B. Company may unilaterally revise the Confidentiality and Privacy Addendum upon written notice to GA.

2. **Independent Contractor.** GA is an independent contractor and not an employee of Company.

3. **Indemnification.** GA agrees to indemnify, defend and hold Company harmless from and against any and all liability, loss, costs, expenses, including but not limited to reasonable attorney fees and costs of settlement and defense arising out of or relating to the actual or alleged misconduct or negligence of GA or any of GA's employees or downstream entities or General Agents with respect to the obligations under this Agreement or relating to the sale of any Product.

4. **Products.** Company may discontinue or change a Product at any time, subject to CMS approval.

5. **Notice.** Unless otherwise instructed by Company, 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 (OHIC)  
Mutual of Omaha Plaza  
Omaha, NE 68175-0001

6. **Entire Agreement.** This Agreement, the exhibits hereto and any documents incorporated by reference herein, constitute the entire agreement between the parties regarding the Products sold under this Agreement. Company may unilaterally amend/revise this Agreement, any exhibit or document incorporated by reference herein, upon written notice to GA. If GA objects to any such amendment/revision, GA may terminate this Agreement in accordance with Section F.2. All changes to this Agreement will be effective on the date indicated in the written notice or amendment or when agreed to by the parties in writing.

7. **Governing Law.** Except to the extent preempted by federal law, this Agreement will be governed by the laws of the State of Nebraska, without giving effect to that State's principles of law.

8. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

9. **Trademarks/Tradenames.** GA shall comply, and shall instruct all of its General Agents to comply with all Company instructions, policies, procedures, rules, and guidelines regarding use of any and all Company and Product trademarks and/or tradenames.

10. **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.

11. **Survival.** GA's appointment pursuant to Section B shall immediately terminate upon the effective date of termination of this Agreement. All other provisions of this Agreement shall survive its termination.

12. **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.

13. **Counterparts/Electronic and Facsimile Signatures.** This Agreement may be signed by manual, electronic or facsimile signature in several counterparts of like form, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

**OMAHA HEALTH INSURANCE COMPANY (“OHIC”)**

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



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| <p><b>GENERAL AGENT</b></p> <p>By: <b>See signature on Contract Information and<br/>Signature Form</b><br/>(Signature always required)</p> |
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**GENERAL AGENT AGREEMENT**

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|--|
| <p><b>OMAHA HEALTH INSURANCE COMPANY (“OHIC”)</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
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Please do not complete this page. If approved, you will receive an executed copy of this contract page.

**EXHIBIT A**  
Medicare Requirements

This Exhibit A sets forth terms and conditions required by Company's contract with CMS. In the event of a conflict between the terms and conditions set forth in this Exhibit A and the terms of the Agreement, this Exhibit A shall control.

**Definitions:**

**Completion of Audit:** completion of audit by the Department of Health and Human Services ("HHS"), the Government Accountability Office, or their designees of the Company or a First Tier, Downstream or Related Entity of Company.

**Downstream Entity:** any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Prescription Drug benefit, below the level of the arrangement between Company and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

**Final Contract Period:** the final term of the contract between CMS and Company.

**First Tier Entity:** any party that enters into a written arrangement, acceptable to CMS, with the Company to provide administrative services or health care services for a Medicare eligible individual under the Medicare Prescription Drug program.

**Related Entity:** any entity that is related to the Company by common ownership or control and (1) performs some of the Company's management functions under contract or delegation; (2) furnishes services to Enrollees under an oral or written agreement; or (3) leases real property or sells materials to the Company at a cost of more than \$2,500 during a contract period.

**Required Provisions:**

GA agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier, Downstream, and Related Entities related to CMS' contract with Company, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and Company or from the date of Completion of Audit, whichever is later.
  
2. GA will comply with the confidentiality and enrollee record accuracy



requirements, including: (a) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (b) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (c) maintaining the records and information in an accurate and timely manner, and (d) ensuring timely access by Enrollees to the records and information that pertain to them.

3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the Company.
4. Any services or other activity performed in accordance with a contract or written agreement by GA or General Agents are consistent and comply with Company's contractual obligations.
5. GA and General Agents will comply with all applicable Medicare laws, regulations, and CMS instructions.
6. GA acknowledges and agrees that Company may revoke its delegation of activities and/or reporting requirements to GA or terminate the Agreement in accordance with Section F.3. thereof in instances where CMS or Company determines that GA has not performed satisfactorily.
7. GA acknowledges and agrees the performance of the parties is monitored by Company on an ongoing basis.
8. GA acknowledges and agrees that, unless with the prior written approval of Company, it is prohibited from performing any service pursuant to this Agreement or using any person (individual or entity) to perform services in connection with this Agreement if such services involve the receipt, processing, transfer, handling, storage, or accessing Medicare beneficiary protected health information in oral, written, or electronic form and such services will be performed or the person is located offshore. "Offshore" refers to any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).
9. GA represents and warrants that neither GA nor any entity with which GA is associated with nor any person GA employs, is excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act, or listed on the SAM or OIG exclusion lists. GA further represents and warrants that neither GA, nor any entity with which GA is associated with, will employ or contract with an excluded or barred person (individual or entity). GA will review the OIG and SAM exclusion lists prior to hiring or contracting of any new employee or independent contractor, and monthly thereafter, to ensure that none of these persons or entities is excluded or become excluded from participation in federal programs. GA will immediately notify Company if GA or any entity with which GA is

associated with or any of GA's employees or independent contractors is threatened with or determined to be ineligible to participate under Medicare or any other federal health care program or to be placed on a SAM or OIG exclusion list.

10. GA shall ensure that its employees and General Agents complete fraud, waste and abuse training within ninety (90) days of hire or contracting, as applicable. The form and content of such training shall be acceptable to Company. GA shall provide evidence of successful completion of such training upon Company's request.
11. GA will not discriminate based on race, ethnicity, national origin, religion, gender, sex, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, geographic location or on any other basis prohibited by law, including Section 1557 of the Affordable Care Act. GA may not target beneficiaries from higher income areas or state/ imply that Products are only available to seniors rather than to all Medicare beneficiaries. GA acknowledges and agrees that basic services and information must be made available to individuals with disabilities, upon request. GA must comply with its obligations under applicable anti-discrimination rules and requirements.
12. GA acknowledges and agrees that the compensation paid by Company pursuant to the Agreement is, in whole or in part, from federal funds and, as a result, GA is subject to certain laws that are applicable to individuals and entities receiving federal funds. GA shall comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to: applicable provisions of federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (42 U.S.C. § 1320a-7b(b)); the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a) and HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164.
13. GA will ensure that all of the requirements set forth in this Exhibit A will be applicable and enforceable against any Downstream Entity with which GA contracts.

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| <b>OMAHA HEALTH INSURANCE COMPANY ("OHIC")</b> |
| By: _____                                      |
| Name: _____                                    |
| Title: _____                                   |
| Date: _____                                    |

## EXHIBIT B

### CONFIDENTIALITY AND PRIVACY ADDENDUM

This Confidentiality and Privacy Addendum (this “Addendum”), is made part of and incorporated into the General Agent Medicare Part D Prescription Drug Plan Sales Agreement between General Agent and Company (the “Agreement”), and is effective on the effective date of the Agreement. This Addendum supersedes and replaces in its entirety all prior versions of this Addendum. If there are any inconsistencies between this Addendum and the Agreement, the terms of this Addendum shall control.

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 General Agent delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of General Agent.
- (j) **“Unsuccessful Security Incident”** means an attempted but unsuccessful Security Incident, and includes, without limitation, pings and other broadcast attacks on General Agent’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 General Agent to result in, unauthorized Use, modification, or destruction of Confidential Information or interference with system operations in an information system within General Agent’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.** General Agent 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 General Agent becomes aware of the Information Security Breach or successful Security Incident. General Agent will take action(s) requested by Company to document and mitigate the Information Security Breach or successful Security Incident. General Agent 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, General Agent 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, General Agent will return, or if agreed to by Company, securely destroy all Confidential Information that General Agent 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 General Agent 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 General Agent. General Agent 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.** General Agent 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.** General Agent will pay Company all costs or expenses that result from General Agent's acts or failure to act that result in an Information Security Breach.

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

- (a) for the proper management and administration of General Agent's business, provided that the access, use, disclosure, transmittal, storage and transportation are required by law, or General Agent 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 General Agent;
- (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 General Agent under which Subcontractors agree to be bound by the obligations in this Addendum.

4. **General Agent's Additional Obligations Regarding Protected Health Information.**

- (a) General Agent 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 General Agent's or Company's compliance with the HIPAA Privacy and Security Rules.
- (b) The parties acknowledge that this Section 4(b) constitutes notice by General Agent 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) General Agent 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 General Agent will be:
- (i) sufficient to inform the design of the information security program;
  - (ii) updated as reasonably necessary to address changes to General Agent’s information systems, records, Confidential Information, and business operations; and
  - (iii) documented and carried out in accordance with written policies and procedures.
- (c) General Agent will designate a qualified individual responsible for overseeing and implementing its information security program and enforcing its information security policy initiatives.
- (d) General Agent 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) General Agent, or General Agent’s designated third party, will:
- (i) utilize qualified information security personnel to manage its information security risks and perform or oversee the performance of General Agent’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) General Agent will provide regular information security awareness training for all personnel.



- (g) General Agent 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 General Agent, 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 General Agent’s Risk Assessment;
  - (ii) multi-factor authentication for any individual accessing General Agent’s internal networks from an external network, and for all privileged access to General Agent’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 General Agent's Risk Assessment, and for a duration specified by its records retention standards, General Agent will maintain audit trails:
  - (i) for material financial transactions; and
  - (ii) sufficient to recreate Security Incidents.
- (j) General Agent 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 General Agent's information systems.
- (k) General Agent 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 General Agent outside of the United States without the prior, express written authorization of Company.
  - (m) Company may require General Agent to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at General Agent'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 General Agent. General Agent will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. General Agent's failure to remedy the identified deficiencies will be considered in breach of this Section 5.
6. **PCI-DSS Requirements for General Agent.** If General Agent stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, General Agent 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, General Agent 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.