

MUTUAL OF OMAHA CONTRACT REQUEST & INFORMATION

Please indicate the type of request being submitted:

Selection	Request Type	Description
	New Producer	Request to contract a producer who has never been assigned a producer number or been associated with Mutual of Omaha
	Recontract	Request to contract a producer who has been assigned a producer number but has been inactive
	Hierarchy Change	Request to change the upline in the producer's current hierarchy
	Product/Schedule Add	Request to add a new product to a producer's current hierarchy
	Product/Schedule Change	Request to change product/schedule compensation level under a producer's current hierarchy
	Transfer	Request to move producer's product lines to a new top level marketer relationship
	Demographic Update	Request to change name, address, email and/or EFT
	Certification Update	Request to add/update producer's certification records
	Other	All other requests

Licenses

- Licenses are automatically added and updated through our direct feed with NIPR (National Insurance Producer Registry)
- A request for a license addition or update is not required

State Appointments

- All company appointments available in the licensed states will be added automatically
- Appointments will be placed in a "JIT" (Just In Time) status and will not be made effective with the state until business is submitted
- If writing business in the states of MT or PA, the producer is responsible for contacting Mutual of Omaha and requesting their appointment be placed into effective status prior to completing the application
- A producer and marketer can see appointment status via SPA (Sales Professional Access)

Corporation Licenses & Appointments

- Licenses and appointments are required for both individuals and corporations in the following states:
 - GA, MA, MS, MT, NM, PA and VA
- Corporations licenses must be effective prior to the application sign date in the following states to receive overrides:
 - MT and VA
- *If these requirements are not met, compensation will be held on anyone in the hierarchy who is not properly licensed and appointed*

Producer Training/Certification

- While all products do not require training, please submit all producer training with the initial contracting request to ensure timely underwriting processes
- Note that AML (Anti Money Laundering) Training is only accepted through the following vendors:
 - LIMRA, RegEd, Sandi Kruse, Kaplan and WebCE

What Should You Expect Next?

- Producer Services will begin their review
- Request will be processed, and confirmation will be sent to the requesting marketer
- Timing could take as little as two days but up to ten, depending on the request type
- The producer and marketer will receive an email with their production number along with a link to SPA (Sales Professional Access) where they can access their Welcome Packet
- Confirmation emails will be sent for all requests types
- Once the welcome packet is received, the producer can log into SPA and get started!
 - MutualofOmaha.com/Broker

Producer Services Contact Information

Email: ContractsAndAppointments@mutualofomaha.com

Phone number: 1-800-867-6873

If contracting as a: Producer only - complete sections 1, 3 & Individual FCRA Authorization Form
 Business Entity only - complete sections 2 & 3

Section 1 Business Entity & Principal- complete sections 1, 2, 3 (both signature blocks) & Individual FCRA Authorization Form

Producer Information (Required)

Name: _____ SSN: ____-____-____ DOB: ____-____-____
First Name, Middle Name, Last Name (as it appears on license) Middle Name Required, if not applicable check box MM DD YYYY

Home Address: _____
Not a P.O. Box City State Zip Code

Business Address: _____
P.O. Box Accepted City State Zip Code

Primary Phone Number: ____-____-____ Cell Phone: ____-____-____ Business Phone: ____-____-____

Email Address: _____

Master General Agency (If applicable): _____

Errors & Omission Insurance (As Required): _____ \$ _____
Carrier Name Minimum \$1M Per Claim

Background Information (Required - Must be answered)

Yes	No	Has any regulatory authority, such as an insurance department, FINRA or the SEC ever fined or suspended you, placed you on probation, assessed you any administrative costs, entered into a consent order with you, issued you a restricted license, or otherwise disciplined you? Are you currently under investigation by any regulatory authority, such as an insurance department, FINRA or the SEC?
Yes	No	Other than minor traffic offenses that did not result in harm to a person or property, have you been (1) convicted of any offense, or (2) pled guilty or nolo contendere (no contest) to any offense?

NOTE: Answering "YES" to the above questions does not automatically preclude you from being contracted.

If Yes, please include county _____

Directions: PLEASE PROVIDE A WRITTEN EXPLANATION for any "YES" answer including the disposition and applicable supporting documentation (court documents, insurance department documents etc.). Failure to answer "YES", when appropriate, may result in denial of your request to be contracted.

Contracting Selection (Select Only One Agent Agreement Contract)

	I have received, reviewed and agree to be bound by the Terms & Conditions of the General Agent Agreement with Mutual of Omaha and its affiliates (BMO151.017) Please retain a copy of the agreement for your files. A copy will not be returned to you.
	I have received, reviewed and agree to be bound by the Terms & Conditions of the Special Agent Agreement with Mutual of Omaha and its affiliates (BMO152.017) Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information (Direct Deposit is required for General Agent Contracting - Not applicable for Special Agents)

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Express Pay Opt In

Eligibility requires Direct Deposit, Electronic Statements and no active Legal Judgments. Express Pay may not be available for all Marketers. Express Pay is calculated every day. (If unselected, default pay cycle is Weekly.)

Designation of Beneficiary (if applicable)

Name: _____ Relationship: _____
First Name, Middle Initial, Last Name or Business Name

Home Address: _____
Not a P.O. Box City State Zip Code

SSN: ____-____-____ or TIN: ____-____-____ DOB: ____-____-____ Phone Number: ____-____-____

W-9 Information

Taxpayer Identification Number (SSN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number _____

Certification

Under penalties of perjury, I certify that:

- The number provided is my correct taxpayer identification number, and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
------------------	----------------------------	--------

Contract Information and Signature Form

Section 2

Business Information *(Only complete this section if contracting as an Incorporated Entity, Partnership or LLC)*

Name: _____ TIN: _____
(As Shown On Income Tax Returns)

Doing Business As: _____

Address: _____
P.O. Box Accepted City State Zip Code

Phone: _____ - _____ - _____ Email Address: _____

Principal Officer: _____

Master General Agency *(If applicable)*: _____

Contracting Selection *(Required for Corporation)*

I have received, reviewed and agree to be bound by the Terms & Conditions of the **General Agent Agreement** with Mutual of Omaha and its affiliates **(BMO151.017)**
Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Direct Deposit is required for General Agent Contracting - Not applicable for Special Agents)*

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Express Pay Opt In

Eligibility requires Direct Deposit, Electronic Statements and no active Legal Judgments. Express Pay may not be available for all marketers. Express Pay is calculated every day. *(If unselected, default pay cycle is Weekly.)*

W-9 Information

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Employer Identification Number _____

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
-----------	----------------------------	--------

****Please proceed to Section 3****

Section 3 - Contract Signature, Certification and Direct Deposit Authorization

By signing below:

- (a) you agree to be bound by the terms and conditions of the Agreement(s) selected,
- (b) you certify that the information that you have provided is true and correct and you agree that you will report immediately any event that would change any of the information, in any manner, which you have provided,
- (c) you agree to maintain your state insurance license in good standing, stay current with required continuing education, and obtain and maintain E&O coverage as required, and
- (d) if you have completed the Direct Deposit section(s) you authorize Mutual of Omaha Insurance Company ("Company") and its affiliates to electronically credit the bank account and, if necessary, to electronically debit the account to correct erroneous credits. You understand that this authorization will remain in full force and effect until you notify Company that you wish to revoke this authorization.
- (e) Please review our Online Privacy Policy at www.mutualofomaha.com/privacy. If you are a California resident, you may read about your privacy rights available to you in our "For California Residents Only" notice at www.mutualofomaha.com/legal-services/california-residents-only.

Producer Signature

Name: _____
(Signature Required)

Date: _____

Business Signature *(If Signing on the behalf of the Business)*

Name: _____

Title: _____
(Required)

Date: _____

****Please proceed to the FCRA Authorization Form****

DUE DILIGENCE REQUIREMENT

If “yes” answer was supplied in the “Background Information” section of the contract information signature form this section is **required** to move forward with contracting.

Due Diligence Information: Please attach any supporting documentation including explanation to aid in our final review.

Offense ID	Date of Offense	County of Offense	State of Offense	Offense/Conviction
Example	09/15/2020	Saunders	NE	Disorderly Conduct
1				
2				
3				
4				
5				
6				

FAIR CREDIT REPORTING ACT DISCLOSURE

Disclosure Regarding Consumer Reports

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, “Mutual of Omaha”) may obtain and use consumer reports about you in order to evaluate your eligibility to contract with Mutual of Omaha as an insurance producer or to remain contracted as an insurance producer for Mutual of Omaha.

California State Disclosure

For California applicants: Under California law, an “investigative consumer report” is a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any means. Mutual of Omaha may obtain an investigative consumer report (which may include information described above) from an investigative consumer reporting agency (“ICRA”) on you in order to evaluate your eligibility to contract with Mutual of Omaha as an insurance producer. The nature and scope of this investigation includes your character, general reputation, personal characteristics, or mode of living information, including criminal history and credit.

The ICRA preparing the investigative consumer report and conducting the investigation will be

Business Information Group, Inc.
P.O. Box 541
Southampton, PA 18966
Phone: (800) 260-1680

Under California Civil Code section 1786.22, you are entitled to a visual inspection of files maintained on you by an ICRA, as follows:

- (1) In person, if you appear in person and furnish proper identification, during normal business hours and on reasonable notice. A copy of your file shall also be available to you for a fee not to exceed the actual costs of duplication services provided;
- (2) By certified mail, if you make a written request, with proper identification, for copies to be sent to a specified addressee. An ICRA complying with requests for certified mailings under California Civil Code section 1786.22 shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA;
- (3) A summary of all information contained in your files and required to be provided by California Civil Code section 1786.10 shall be provided to you by telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charges, if any, for the telephone call are prepaid by you or charged directly to you.

“Proper Identification,” as used above, means information generally deemed sufficient to identify you, which includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you pursuant to California Civil Code section 1786.10 and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection under California Civil Code section 1786.22.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person’s presence.

YOUR AUTHORIZATION

By signing below, I authorize Mutual of Omaha to obtain and use consumer reports about me in order to evaluate my eligibility to contract with Mutual of Omaha as an insurance producer. If I am contracted with Mutual of Omaha, my authorization will remain valid for as long as I am contracted, such that, to the extent permitted by applicable law, I agree that Mutual of Omaha can procure additional consumer report(s) which may include criminal background checks, consumer credit reports and/or investigative consumer reports (as defined by federal law) without providing additional disclosures or obtaining additional authorizations.

California, Minnesota and Oklahoma. You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report.

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

Candidate Signature

Date

Print Name

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.
 6. **Debit-Checks.** "General Agent" authorizes Mutual of Omaha to perform debt checks, monitoring and reporting as outlined in "Debit-Check Verification Authorization" in this agreement.
- 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**



GENERAL AGENT

By: **See signature on Producer Contract
Information and Signature Form**
(Signature always required)

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.

Debit-Check Verification Authorization

Mutual of Omaha Insurance Company and its affiliates (together, "Mutual") are a subscriber of Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One"). Vector One manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Verification Authorization is by and among the undersigned ("you", "your", "me", "I" or "my"), Vector One, and Mutual and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service. By signing this contract, you agree to all terms in this Debit-Check Verification Authorization.

As part of the contracting and appointment process and determination of eligibility for advancement of commissions, Mutual is authorized by you and will conduct a Vector One search to obtain and conduct a commission related debit balance screen through Vector One's Debit-Check secured web portal to determine if another Vector One subscriber has posted that you have an outstanding commission-related debit balance. Your information, including your name and social security number, may be used for the purpose of obtaining and conducting this balance screening. Mutual may continue to conduct periodic commission related debit balance screenings as determined in Mutual's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with Mutual.

Mutual will obtain the Vector One Debit-Check information from:

Vector One Operations, LLC
P.O. Box 12368
Scottsdale, AZ 85267
(800) 860-6546

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

For California, Minnesota, and Oklahoma: You may request a copy of the results of the Vector One Debt-Check search. If you would like a copy of the results of the Debit-Check search, call (800) 860-6546.

In the event of termination or expiration of your employment, appointment, contract, tenure, or other relationship with Mutual, whether voluntary or involuntary, if a commission related debit balance is owed to Mutual, Mutual may post your Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING THIS AGREEMENT, I HEREBY:

- (a) Authorize Mutual to use My Information for purposes of conducting a commission related debit following the engagement of any employment, appointment, contract, tenure, or other relationship with Mutual, utilizing Debit- Check.
- (b) Authorize Mutual to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.
- (c) Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to Mutual.
- (d) Authorize Mutual to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with Mutual, whether voluntary or involuntary, to the extent a commission related debit balance is owed to Mutual.
- (e) Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

I understand that if contracted, this authorization will remain valid as long as I am the later of being contracted with Mutual or having a posting to Debit-Check by Mutual. A photocopy of this authorization shall be considered as effective as the original.

**ATTACHMENT / AMENDMENT TO SUBCONTRACTOR PRODUCER AGREEMENT
(AGENT’S, SPECIAL AGENT, GENERAL AGENT, MASTER GENERAL AGENT, OR OTHER
PRODUCER AGREEMENT)**

THIS ATTACHMENT / AMENDMENT TO YOUR AGREEMENT (this “Attachment”) amends the insurance sales producer agreement between yourself and Mutual of Omaha Insurance Company (the “Agreement”) entered into among you (referred to herein as “Subcontractor”), and Mutual of Omaha Insurance Company on behalf of it and its insurance affiliates (collectively, “Company”), and is effective as of the later of the effective date of your Agreement, or the date upon which Company distributes this Attachment to you (the “Effective Date”). All other provisions of the Agreement shall remain in full force and effect.

1. **INDEPENDENT CONTRACTOR.** All services provided by Subcontractor under this Agreement are being performed in the capacity of an independent contractor. Subcontractor is not, and will not be treated as, a partner, employee, or joint venture partner of or with Company, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

- a. Company will not provide Subcontractor with either workers’ compensation or unemployment compensation benefits.
- b. Company will not make any tax withholdings on any compensation earned under this Agreement. Subcontractor is responsible for paying all applicable federal and state income taxes on all compensation, and will file appropriate and complete tax returns with federal, state, and local taxing authorities, as applicable.
- c. Subcontractor is responsible for the cost of supplies and other variable expenses incurred in connection with the obligations performed under this Agreement.
- d. Subcontractor shall be responsible for directly controlling the manner and means by which the solicitations are to be conducted. More specifically:
 - i. Subcontractor shall control the amount of time personally spent soliciting the Products,
 - ii. Subcontractor shall determine the location where the solicitations occur,
 - iii. Subcontractor is not exclusively soliciting Company Products,
 - iv. Subcontractor shall exercise independent initiative in soliciting the Products,
 - v. Subcontractor may hire employees or others to assist in soliciting the Products,
 - vi. Subcontractor shall not perform any services other than as provided for in this Agreement,
 - vii. Subcontractor shall only work from Company premises with permission of Company,
 - viii. Subcontractor shall be responsible for the costs of maintaining all required licensures and certifications, other than costs of appointment, which shall be covered by Company.

CONFIDENTIALITY AND SECURITY ADDENDUM

This Confidentiality and Security Addendum (the “Addendum”) is by and between you as a Producer, General Agent, Managing General Agent, Advisor, Marketer, or Broker, (“Producer”) and Company. Company and Producer have entered into one or more sales agreements (the “Agreement”) and this Addendum is attached to and incorporated into the Agreement. This Addendum will be amended to conform to any new legal requirements that result from any changes, revisions or replacements of any federal and state laws and regulations as may now be in effect or as may hereafter be enacted or adopted that apply to the security, confidentiality, or Use of Confidential Information. However, the Producer remains responsible for complying with the law even if this Addendum has not yet been updated to reflect such changes. Any such amendment to this Addendum will automatically be effective upon presentation to Producer without the signature of either party.

Producer understands and acknowledges that while performing services under this Agreement, Producer may receive from Company, or create or receive on behalf of Company, certain information that is protected by state and federal law. The purpose of this Addendum is to detail how Producer is permitted to collect, access, Use, disclose, share, or dispose of this Confidential Information.

By signing the Agreement for which this Addendum is attached or continuing to be appointed by the Company, Producer attests:

- a) While contracted with Company, Producer has not experienced an Information Incident or Security Event in the last twelve (12) months that it has not already reported to Company.
- b) If Producer has experienced an Information Incident or Security Event that has not been reported to Company, Producer will promptly do so by emailing: DG-CIRTIncidentreporting@Mutualofomaha.com or contacting the Service Desk.

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. To the extent Producer provides services or assistance to Company and requires access to Protected Health Information (“PHI”) in order to perform such services or act on behalf of Company, Producer will be considered a Business Associate of Company.
- (d) “**Information Incident**” 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 Event.
- (e) “**Personal Information**” means non-public, personally identifiable information as defined by applicable privacy laws that is provided by or on behalf of a consumer to Company, including information obtained by the Producer, and resulting from Company’s transactions or services with a consumer. Personal Information includes information from or about customers, former customers, applicants, prospective customers, and any other consumer information that is not publicly available that Producer receives as it relates to this Agreement.
- (f) “**Protected Health Information or PHI**” 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 Event**” means the attempted or successful unauthorized Use, modification or destruction of Confidential Information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom Producer delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of Producer.
- (j) “**Unsuccessful Security Event**” means an attempted but unsuccessful Security Event, and includes, without limitation, pings and other broadcast attacks on Producer’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 Event results in, or is reasonably anticipated by Producer to result in, unauthorized Use, modification, or destruction of Confidential

Information or interference with system operations in an information system within Producer's control.

- (k) **"Use"** means acquisition, access, use, sale, sharing, disclosure, transmittal, storage, retention, 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.
- (b) **Reporting an Information Incident or Security Event.** Producer agrees to report to Company any Information Incident and any successful Security Event 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 Producer becomes aware of the Information Incident or successful Security Event. The report shall be made to DG-CIRTIncidentreporting@Mutualofomaha.com or by contacting the Service Desk and will include: (i) what happened and the nature of the unauthorized Use; (ii) the description of Confidential Information involved; (iii) the identification of each individual whose Personal Information was involved in the Information Incident or successful Security Event; and (iv) what actions Producer is taking to stop, investigate, mitigate harm and protect against any further unauthorized Use. Producer will not delay reporting to Company on the basis of there being a pending determination of whether the event may result in a "low probability" that Confidential Information was compromised under federal or state law or a similar assessment or determination of harm probability. Company has the sole right to make any and all risk assessment determinations on incidents involving the Personal Information of its customers. Producer will take action(s) requested by Company to document and mitigate the Information Incident or successful Security Event. Producer will cooperate in evaluating the necessity of providing any and all notices of an Information Incident or successful Security Event as deemed advisable or as otherwise required under applicable laws or regulations. Producer will not communicate directly with any customers whose Personal Information was involved or with any federal or state regulators unless expressly authorized by Company . If a customer reaches out directly to a Producer regarding an incident, Producer will contact Company to receive direction on how to appropriately responds. Producer will maintain complete records regarding any Information Incident or successful Security Event as may be required by federal or state law or regulation or by Company and make such records available to Company promptly upon request but in no event later than ten (10) calendar days.
- (c) **Return of Confidential Information.** During the term of the Agreement, Producer 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, Producer will return, or if agreed to by Company, securely destroy all Confidential Information that Producer maintains in any form. This Addendum terminates when all of the Confidential Information provided by Company or received on behalf of Company to Producer is returned or destroyed in accordance with this Section 2(g). Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then Producer 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 Producer. Producer 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.*** Producer 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 Incident.*** Producer will pay Company all costs or expenses that result from Producer’s acts or failure to act that result in an Information Incident.

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

- (a) To effect, administer, enforce, or process transactions requested by a consumer;
- (b) to perform services on behalf of Company including offering products or services to consumers and assisting consumers with servicing their insurance policy;
- (c) to adhere to certain regulatory requirements;
- (d) for the proper management and administration of Producer’s business;

- (e) to carry out the legal responsibilities of Producer;
- (f) 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
- (g) to its Subcontractors if Subcontractors have entered into a written agreement with Producers under which Subcontractors agree to be bound by the obligations in this Addendum.

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

- (a) Producer 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 along with any regulations issued in connection with these provisions, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, that it accesses, uses, creates, receives, maintains, transmits, discloses, stores, 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 PHI 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 promptly make any amendment(s) to PHI that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company. Producer shall not charge a fee for fulfilling requests for amendments. Company's determination of what PHI is subject to the amendment is final and conclusive;
 - (iv) to document and maintain information on any disclosure of PHI 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 PHI 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 PHI and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining Producer's or Company's compliance with the HIPAA Privacy and Security Rules.
 - (vi) Producer agrees to comply with notice from Company to provide confidential communications of PHI pursuant to 45 CFR 164.522(b).

- (vii) Producer shall neither use or disclose PHI for the purpose of creating de-identified information that will be used for any purpose other than as directed by Company to carry out obligations of a Business Associate set forth in this Agreement or Addendum or as required by law.
 - (viii) Producer shall limit its Use and disclosure of Personal Information to the minimum necessary amount to accomplish the intended, permissible purpose.
 - (ix) Producer shall not engage in marketing activities as defined in the HIPAA Privacy Rule without prior written consent of Company.
- (b) The parties acknowledge that this Section 4(b) constitutes notice by Producer to Company of the ongoing existence and occurrence of Unsuccessful Security Events for which no additional notice to Company will be required.

5. General Security Requirements.

- (a) Producer will maintain a written, information privacy and 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. Producer will identify and assess both internal and external information security risks (here, a “Risk Assessment”) to inform its written, information security program. Producer will implement and maintain in its written, information privacy and security program appropriate administrative, technical, and physical safeguards to comply with the applicable requirements of (i) HIPAA Privacy and Security Rules related to Business Associates and (ii) other applicable laws.
- (b) Producer will assess the effectiveness of its information privacy and security program through continuous monitoring and periodic testing.
- (c) Producer will provide regular privacy and information security awareness training for all personnel.
- (d) Producer’s written policies required by this subsection must be approved by senior management in accordance with applicable laws.
- (e) Producer will implement multi-factor authentication for individual users and system accounts in accordance with applicable laws;
- (f) Producer will implement encryption to protect Confidential Information, both in transit over external networks, and at rest as dictated by its Risk Assessment;
- (g) Producer will maintain audit trails in accordance with law and sufficient to demonstrate compliance with this Addendum
- (h) Producer will have a written plan designed to promptly respond to, and recover from (if applicable), any Information Incident or Security Event.

- (i) No transfer of Confidential Information may be made by Producer outside of the United States without the prior, express written authorization of Company. Producer is not permitted to conduct work under this Agreement outside of the United States.
- (j) Company may require Producer to have a review and/or technical audit of its security privacy, and data use policies and practices by Company, or, at Producer's option and expense, an independent auditor, to ensure compliance with this Addendum, on a no-less frequent than annual basis or following an Information Incident or successful Security Event. 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 Producer. Producer will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. Producer's failure to remedy the identified deficiencies will be considered in breach of this Section 5.

6. **PCI-DSS Requirements for Producer.** If Producer stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, Producer 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, Producer will provide Company a PCI-DSS Attestation of Compliance.

7. **General Provisions.**

- (a) **Compliance with Laws.** Each party will: (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; (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory and security and privacy protection obligations with respect to Confidential Information a party receives from and/or holds on behalf of the other; and (iii) immediately notify the other party should it determine that it can no longer meet the obligations under this Addendum. Such obligations include any: (A) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (B) inventory and location of Confidential Information; and (C) 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) **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 the other party has breached a term of this Addendum.
- (c) **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.

- (d) **Indemnification.** Notwithstanding any other provisions of the Agreement, Producer will indemnify, defend and hold Company 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 non-permitted use or disclosure of Personal Information, failure to safeguard personal information, or breach of this Addendum by Producer or any affiliate, director, officer, employee, agent, or subcontractor of Producer.
- (e) **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.
- (f) **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.
- (g) **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. This provision will supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Addendum and the HIPAA Privacy and Security Rules or any other federal and state laws and regulations applicable to Confidential Information, the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the security and confidentiality of or consumer rights and related obligations applicable to Confidential Information.

SPECIAL AGENT AGREEMENT

This Special Agent Agreement (“Agreement”) is entered into between the undersigned Special Agent (“Special Agent”) 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 J FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes Special Agent to solicit Product applications. Company agrees to appoint Special Agent with the appropriate state insurance departments for Special Agent to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.** All compensation for Products solicited by Special Agent while this Agreement is in effect shall be paid to a General Agent or Master General Agency pursuant to the terms and conditions of the applicable Compensation/Product Schedule. Company has no obligation to pay compensation to Special Agent for any services performed pursuant to this Agreement.
- C. **SPECIAL AGENT’S DUTIES.**
 - 1. **Licenses and Approvals.** Special Agent shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
 - 2. **Personal Solicitation and Service.** Special Agent shall solicit applications for Products and provide services to Customers for the Products.
 - 3. **Confidentiality and Privacy.** Special Agent certifies that they will 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 Special Agent.
 - 4. **Compliance with Laws and Conduct.** Special Agent 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.
 - 5. **Compliance with Company Policies.** Special Agent shall comply with all policies, practices, procedures, processes and rules of Company. Special

Agent shall promptly notify Company if Special Agent is not in compliance with any Company policy, procedure, process or rule.

6. **Insurance.** Special Agent shall have and maintain Errors and Omissions liability insurance covering Special Agent and Special Agent'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.
7. **Fiduciary Responsibilities.** Special Agent shall be responsible for all money collected by Special Agent on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from applicants, customers, or others no later than 10 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 Special Agent purely in a fiduciary capacity and not for Special Agent's own benefit. Special Agent is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Special Agent 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.
9. **Advertising Materials.** Special Agent 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.
10. **Notice of Litigation or Regulatory Proceeding.** Special Agent 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.
11. **Delivery of Documents to Customers.** Upon request from Company, Special Agent shall deliver to its customers any information that Company provides to Special Agent 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 Special Agent. Special Agent 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.** Special Agent 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, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.
 6. **Misrepresentation.** Misrepresent any provision, benefit, or premium of any Product.
- E. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, Special Agent 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.
- F. **INDEPENDENT CONTRACTOR.** Special Agent is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Special Agent shall be free to exercise Special Agent's own judgment as to the persons from whom Special Agent will solicit and the time and place of such solicitation.
- G. **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 Special Agent for the purpose of verifying Special Agent's compliance with the provisions of this Agreement.

H. **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 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.

I. **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.** Special Agent's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Section C.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **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.
 11. **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.
- J. **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 Special Agent's designee for any Product, and (b) is made a part of this Agreement.
 3. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
 4. **"Termination Date"** means the later to occur of (a) the date on which Special Agent or Company sends written notice of termination to the other party, or (b) the date specified by Special Agent or Company in a written notice of termination to the other party.

**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 SPECIAL AGENT
FOR ALL STATES**



SPECIAL AGENT

**By: See signature on Producer Contract Information
and Signature Form**

(Signature always required)

SPECIAL 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: _____

**ATTACHMENT / AMENDMENT TO SUBCONTRACTOR PRODUCER AGREEMENT
(AGENT’S, SPECIAL AGENT, GENERAL AGENT, MASTER GENERAL AGENT, OR OTHER
PRODUCER AGREEMENT)**

THIS ATTACHMENT / AMENDMENT TO YOUR AGREEMENT (this “Attachment”) amends the insurance sales producer agreement between yourself and Mutual of Omaha Insurance Company (the “Agreement”) entered into among you (referred to herein as “Subcontractor”), and Mutual of Omaha Insurance Company on behalf of it and its insurance affiliates (collectively, “Company”), and is effective as of the later of the effective date of your Agreement, or the date upon which Company distributes this Attachment to you (the “Effective Date”). All other provisions of the Agreement shall remain in full force and effect.

1. **INDEPENDENT CONTRACTOR.** All services provided by Subcontractor under this Agreement are being performed in the capacity of an independent contractor. Subcontractor is not, and will not be treated as, a partner, employee, or joint venture partner of or with Company, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

- a. Company will not provide Subcontractor with either workers’ compensation or unemployment compensation benefits.
- b. Company will not make any tax withholdings on any compensation earned under this Agreement. Subcontractor is responsible for paying all applicable federal and state income taxes on all compensation, and will file appropriate and complete tax returns with federal, state, and local taxing authorities, as applicable.
- c. Subcontractor is responsible for the cost of supplies and other variable expenses incurred in connection with the obligations performed under this Agreement.
- d. Subcontractor shall be responsible for directly controlling the manner and means by which the solicitations are to be conducted. More specifically:
 - i. Subcontractor shall control the amount of time personally spent soliciting the Products,
 - ii. Subcontractor shall determine the location where the solicitations occur,
 - iii. Subcontractor is not exclusively soliciting Company Products,
 - iv. Subcontractor shall exercise independent initiative in soliciting the Products,
 - v. Subcontractor may hire employees or others to assist in soliciting the Products,
 - vi. Subcontractor shall not perform any services other than as provided for in this Agreement,
 - vii. Subcontractor shall only work from Company premises with permission of Company,
 - viii. Subcontractor shall be responsible for the costs of maintaining all required licensures and certifications, other than costs of appointment, which shall be covered by Company.

CONFIDENTIALITY AND SECURITY ADDENDUM

This Confidentiality and Security Addendum (the “Addendum”) is by and between you as a Producer, General Agent, Managing General Agent, Advisor, Marketer, or Broker, (“Producer”) and Company. Company and Producer have entered into one or more sales agreements (the “Agreement”) and this Addendum is attached to and incorporated into the Agreement. This Addendum will be amended to conform to any new legal requirements that result from any changes, revisions or replacements of any federal and state laws and regulations as may now be in effect or as may hereafter be enacted or adopted that apply to the security, confidentiality, or Use of Confidential Information. However, the Producer remains responsible for complying with the law even if this Addendum has not yet been updated to reflect such changes. Any such amendment to this Addendum will automatically be effective upon presentation to Producer without the signature of either party.

Producer understands and acknowledges that while performing services under this Agreement, Producer may receive from Company, or create or receive on behalf of Company, certain information that is protected by state and federal law. The purpose of this Addendum is to detail how Producer is permitted to collect, access, Use, disclose, share, or dispose of this Confidential Information.

By signing the Agreement for which this Addendum is attached or continuing to be appointed by the Company, Producer attests:

- a) While contracted with Company, Producer has not experienced an Information Incident or Security Event in the last twelve (12) months that it has not already reported to Company.
- b) If Producer has experienced an Information Incident or Security Event that has not been reported to Company, Producer will promptly do so by emailing: DG-CIRTIncidentreporting@Mutualofomaha.com or contacting the Service Desk.

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. To the extent Producer provides services or assistance to Company and requires access to Protected Health Information (“PHI”) in order to perform such services or act on behalf of Company, Producer will be considered a Business Associate of Company.
- (d) “**Information Incident**” 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 Event.
- (e) “**Personal Information**” means non-public, personally identifiable information as defined by applicable privacy laws that is provided by or on behalf of a consumer to Company, including information obtained by the Producer, and resulting from Company’s transactions or services with a consumer. Personal Information includes information from or about customers, former customers, applicants, prospective customers, and any other consumer information that is not publicly available that Producer receives as it relates to this Agreement.
- (f) “**Protected Health Information or PHI**” 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 Event**” means the attempted or successful unauthorized Use, modification or destruction of Confidential Information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom Producer delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of Producer.
- (j) “**Unsuccessful Security Event**” means an attempted but unsuccessful Security Event, and includes, without limitation, pings and other broadcast attacks on Producer’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 Event results in, or is reasonably anticipated by Producer to result in, unauthorized Use, modification, or destruction of Confidential

Information or interference with system operations in an information system within Producer's control.

- (k) **"Use"** means acquisition, access, use, sale, sharing, disclosure, transmittal, storage, retention, 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.
- (b) **Reporting an Information Incident or Security Event.** Producer agrees to report to Company any Information Incident and any successful Security Event 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 Producer becomes aware of the Information Incident or successful Security Event. The report shall be made to DG-CIRTIncidentreporting@Mutualofomaha.com or by contacting the Service Desk and will include: (i) what happened and the nature of the unauthorized Use; (ii) the description of Confidential Information involved; (iii) the identification of each individual whose Personal Information was involved in the Information Incident or successful Security Event; and (iv) what actions Producer is taking to stop, investigate, mitigate harm and protect against any further unauthorized Use. Producer will not delay reporting to Company on the basis of there being a pending determination of whether the event may result in a "low probability" that Confidential Information was compromised under federal or state law or a similar assessment or determination of harm probability. Company has the sole right to make any and all risk assessment determinations on incidents involving the Personal Information of its customers. Producer will take action(s) requested by Company to document and mitigate the Information Incident or successful Security Event. Producer will cooperate in evaluating the necessity of providing any and all notices of an Information Incident or successful Security Event as deemed advisable or as otherwise required under applicable laws or regulations. Producer will not communicate directly with any customers whose Personal Information was involved or with any federal or state regulators unless expressly authorized by Company . If a customer reaches out directly to a Producer regarding an incident, Producer will contact Company to receive direction on how to appropriately responds. Producer will maintain complete records regarding any Information Incident or successful Security Event as may be required by federal or state law or regulation or by Company and make such records available to Company promptly upon request but in no event later than ten (10) calendar days.
- (c) **Return of Confidential Information.** During the term of the Agreement, Producer 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, Producer will return, or if agreed to by Company, securely destroy all Confidential Information that Producer maintains in any form. This Addendum terminates when all of the Confidential Information provided by Company or received on behalf of Company to Producer is returned or destroyed in accordance with this Section 2(g). Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then Producer 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 Producer. Producer 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.*** Producer 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 Incident.*** Producer will pay Company all costs or expenses that result from Producer’s acts or failure to act that result in an Information Incident.

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

- (a) To effect, administer, enforce, or process transactions requested by a consumer;
- (b) to perform services on behalf of Company including offering products or services to consumers and assisting consumers with servicing their insurance policy;
- (c) to adhere to certain regulatory requirements;
- (d) for the proper management and administration of Producer’s business;

- (e) to carry out the legal responsibilities of Producer;
- (f) 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
- (g) to its Subcontractors if Subcontractors have entered into a written agreement with Producers under which Subcontractors agree to be bound by the obligations in this Addendum.

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

- (a) Producer 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 along with any regulations issued in connection with these provisions, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, that it accesses, uses, creates, receives, maintains, transmits, discloses, stores, 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 PHI 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 promptly make any amendment(s) to PHI that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company. Producer shall not charge a fee for fulfilling requests for amendments. Company's determination of what PHI is subject to the amendment is final and conclusive;
 - (iv) to document and maintain information on any disclosure of PHI 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 PHI 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 PHI and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining Producer's or Company's compliance with the HIPAA Privacy and Security Rules.
 - (vi) Producer agrees to comply with notice from Company to provide confidential communications of PHI pursuant to 45 CFR 164.522(b).

- (vii) Producer shall neither use or disclose PHI for the purpose of creating de-identified information that will be used for any purpose other than as directed by Company to carry out obligations of a Business Associate set forth in this Agreement or Addendum or as required by law.
 - (viii) Producer shall limit its Use and disclosure of Personal Information to the minimum necessary amount to accomplish the intended, permissible purpose.
 - (ix) Producer shall not engage in marketing activities as defined in the HIPAA Privacy Rule without prior written consent of Company.
- (b) The parties acknowledge that this Section 4(b) constitutes notice by Producer to Company of the ongoing existence and occurrence of Unsuccessful Security Events for which no additional notice to Company will be required.

5. **General Security Requirements.**

- (a) Producer will maintain a written, information privacy and 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. Producer will identify and assess both internal and external information security risks (here, a “Risk Assessment”) to inform its written, information security program. Producer will implement and maintain in its written, information privacy and security program appropriate administrative, technical, and physical safeguards to comply with the applicable requirements of (i) HIPAA Privacy and Security Rules related to Business Associates and (ii) other applicable laws.
- (b) Producer will assess the effectiveness of its information privacy and security program through continuous monitoring and periodic testing.
- (c) Producer will provide regular privacy and information security awareness training for all personnel.
- (d) Producer’s written policies required by this subsection must be approved by senior management in accordance with applicable laws.
- (e) Producer will implement multi-factor authentication for individual users and system accounts in accordance with applicable laws;
- (f) Producer will implement encryption to protect Confidential Information, both in transit over external networks, and at rest as dictated by its Risk Assessment;
- (g) Producer will maintain audit trails in accordance with law and sufficient to demonstrate compliance with this Addendum
- (h) Producer will have a written plan designed to promptly respond to, and recover from (if applicable), any Information Incident or Security Event.

- (i) No transfer of Confidential Information may be made by Producer outside of the United States without the prior, express written authorization of Company. Producer is not permitted to conduct work under this Agreement outside of the United States.
- (j) Company may require Producer to have a review and/or technical audit of its security privacy, and data use policies and practices by Company, or, at Producer's option and expense, an independent auditor, to ensure compliance with this Addendum, on a no-less frequent than annual basis or following an Information Incident or successful Security Event. 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 Producer. Producer will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. Producer's failure to remedy the identified deficiencies will be considered in breach of this Section 5.

6. **PCI-DSS Requirements for Producer.** If Producer stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, Producer 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, Producer will provide Company a PCI-DSS Attestation of Compliance.

7. **General Provisions.**

- (a) **Compliance with Laws.** Each party will: (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; (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory and security and privacy protection obligations with respect to Confidential Information a party receives from and/or holds on behalf of the other; and (iii) immediately notify the other party should it determine that it can no longer meet the obligations under this Addendum. Such obligations include any: (A) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (B) inventory and location of Confidential Information; and (C) 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) **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 the other party has breached a term of this Addendum.
- (c) **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.

- (d) **Indemnification.** Notwithstanding any other provisions of the Agreement, Producer will indemnify, defend and hold Company 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 non-permitted use or disclosure of Personal Information, failure to safeguard personal information, or breach of this Addendum by Producer or any affiliate, director, officer, employee, agent, or subcontractor of Producer.
- (e) **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.
- (f) **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.
- (g) **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. This provision will supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Addendum and the HIPAA Privacy and Security Rules or any other federal and state laws and regulations applicable to Confidential Information, the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the security and confidentiality of or consumer rights and related obligations applicable to Confidential Information.