

AGENT APPOINTMENT APPLICATION

EquiTrust Life Insurance Company®

7100 Westown Parkway, Suite 200
 West Des Moines, Iowa 50266-2521
 (866) 598-3692 Fax: (515) 226-5102

www.EquiTrust.com

Mailing Address: PO Box 14500
 Des Moines, Iowa 50306-3500

If applying for both principal agent and agency, and the answers for the respective appointments differ, please use separate applications.

Name (as it appears on your license)	Date of Birth	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Business Name	Email		
Business Address	City	State	Zip
Business Phone	Fax		
Social Security Number	Taxpayer Identification Number		
CRD Number (if securities licensed)	Broker/Dealer Name		
Do you currently have a debit balance with any insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" give the company name and balance _____ Balance: \$			
a. Have you ever had your insurance license suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Have you ever had a complaint filed against you with an insurance department?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
c. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance sales, or have you been refused surety bonding?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Have you ever been convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
e. Have you ever been convicted of a misdemeanor, including but not limited to crimes involving dishonesty, breach of trust, or a violation of federal law?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Have you ever been party to any litigation?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
g. Are there any unsatisfied judgements outstanding against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>If you answer yes to any of the questions above, please attach the applicable items listed below. Failure to do so will result in your request for appointment being declined.</p> <p>a) A written statement explaining the circumstances of each incident</p> <p>b) A certified copy of the charging document</p> <p>c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgement.</p>			

AGENT'S DECLARATION AND AUTHORIZATION

1. I hereby certify that all my answers to the above questions are true. I understand that this application will form a part of my Agent's Contact with EquiTrust Life Insurance Company (the Company) and the information is, to the best of my knowledge, an accurate statement of fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for rejecting the appointment application or for contract termination for cause at the sole discretion of the Company.
2. Certification – under penalty of perjury, I certify that:
 - a. The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me).
 - b. 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 that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I acknowledge that I have reviewed both the Business Guidelines and Annuity Suitability Agent User Guide (ET-3107), and understand that as an appointed agent of EquiTrust, it is my responsibility to abide by EquiTrust's policies and procedures defined in both documents, including all applicable statutes and regulations. I agree to review the Business Guidelines and Annuity Suitability Agent User Guide at least once per year. I understand it is my responsibility to seek clarification from EquiTrust's Compliance Department if I have any questions about either document.

Applicant Signature

Date

**AUTHORIZATION FOR DISCLOSURE OF PERSONAL INFORMATION AND
CONSENT TO INVESTIGATIVE CONSUMER REPORT**

I have applied for appointment with EquiTrust Life Insurance Company (the "Company"). To enable the Company to properly verify and evaluate my qualifications, I understand that the Company need access to certain personal information about me.

I hereby authorize any employer or former employer, any school, any police department or other law enforcement organization, any financial institution, any consumer reporting agency, or any other person or organization having information about me to furnish to any insurance company affiliated with EquiTrust Life Insurance Company with any and all information that such person or organization has in its possession, including credit information.

I further acknowledge that one or more investigative consumer reports may be made in which information about my character, general reputation, personal characteristics, and/or mode of living is obtained through personal interviews with individuals such as neighbors, friends, or associates of mine. I hereby acknowledge and consent to the Company obtaining and utilizing such reports in its decision to contract with me. I understand that I have the right to make a written request to the Company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation, and that I may obtain a summary of consumer rights upon request.

I certify that I have received from the Company all disclosures required by the Fair Credit Reporting Act.

A photocopy of this authorization is as valid as an original. I specifically waive any written notice from any present or former employer who may provide information based on this authorization. I understand this authorization will become a part of a written appointment application.

I acknowledge and agree that should I become associated with the Company in the position of agent, this Authorization shall remain valid and in effect and will allow the Company to obtain such reports as the Company deem necessary on an ongoing basis without any additional notice or consent during the term of such association.

DEBIT CHECK AGENT/AGENCY AUTHORIZATION

Vector One Operations, LLC dba Vector One manages the secured web portal interactive computer service provided by Debit-Check.com, LLC. This Debit-Check Agent/Agency Authorization 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 as necessary to conduct a commission related debit balance screening. EquiTrust Life Insurance Company is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, EquiTrust may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in EquiTrust's sole discretion following the engagement of any employment, appointment, contract, tenure or other relationship with EquiTrust.

EquiTrust is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that EquiTrust may consider the results of the commission related debit balance screening to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance principal and may continue to conduct periodic commission related debit balance screenings as determined in EquiTrust's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with EquiTrust. I understand and acknowledge that EquiTrust may obtain commission related debit balance information through Debit-Check as state law allows. I understand that My Information, including the information provided above ("My Information"), may be used for the purpose of obtaining and conducting a commission related debit balance screening. I 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 EquiTrust. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with EquiTrust, whether voluntary or involuntary, if a commission related debit balance is owed to EquiTrust. EquiTrust may post My 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. I 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.

FAIR CREDIT REPORTING ACT NOTICE

I acknowledge that EquiTrust Life Insurance Company ("EquiTrust") may now, or at any time while a business relationship exists, request consumer reports and/or investigative consumer reports through Business Information Group Inc. ("BIG") that may include information as to my character, general reputation, personal characteristics, or mode of living, work habits, performance or experience, along with reasons for termination of past employment/professional licenses or credentials; financial/credit history; or criminal or civil record history for the purpose of obtaining information which may be material to my qualifications for appointment.

If an adverse action is taken based in whole or in part on information contained in the report, EquiTrust will notify you of the adverse action and provide contact information with respect to the consumer reporting agency as required by the Fair Credit Reporting Act.

With respect to a consumer report, you have the right to request, in writing, within a reasonable time, that BIG make a complete and accurate disclosure of the nature and scope of the information requested. Communications with BIG should be directed to Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966, Telephone (800) 260-1680, www.bigreport.com.

By signing below, I hereby authorize all entities having information about me as described above to release such information to BIG. I acknowledge that this is a continuing authorization during the term of my business relationship.

FOR CALIFORNIA, MINNESOTA, AND OKLAHOMA APPLICANTS ONLY

You have the right to request a copy of any consumer report we may order. If you wish to receive a copy, you will indicate your desire to do so by emailing a request to Agent.Administration@EquiTrust.com.

California Applicants: If you indicate that you would like to receive a copy of the consumer report, the report will be provided to you within three (3) business days after we receive the requested reports. Under section 1786.22 of the California Civil Code, the investigative consumer reporting agency shall supply the requested information during normal business hours and on reasonable notice. You may also obtain a copy of this information by: (1) appearing in person, furnishing proper identification, and paying the costs of duplication services; (2) a written request sent certified mail, with proper identification; or (3) telephone, upon a written request and with proper identification. The agency is required to have personnel available to explain the information furnished to you and the agency must provide a written explanation to you of any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

“Proper Identification” 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 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.

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.

By signing below, I acknowledge that I have read the above.

Date: _____ Applicant Signature: _____

Print Full Name: _____



For Massachusetts appointments only. If not requesting appointment in Massachusetts, please disregard this page.

Dear Massachusetts Producer

All persons that own, license, store or maintain personal information about a resident of Massachusetts are required to meet certain standards for protecting paper and electronic records.

Personal information may include a resident's name in combination with Social Security, drivers license, state-issued identification card, financial account number or credit card numbers.

Please review Massachusetts 201 CMR 17.00 Compliance Checklist and the corresponding comprehensive security program components, both available on the EquiTrust agent website, for specific requirements regarding your responsibility for maintaining these records. Go to EquiTrust.com>Fixed Annuities>Buzz item titled "New Massachusetts Regulation." Also, please sign the acknowledgment below and fax to EquiTrust so that we may continue your appointment.

Thank you for your attention to this important matter.

Sincerely,

Emily Kresowik
Compliance
Phone: 877-249-3694

=====

Please sign & fax a copy of this to EquiTrust Life Insurance Company at (515)226-5102

I hereby certify by signing below that I have reviewed Massachusetts 201 CMR 17.00 Compliance Checklist and the corresponding comprehensive security program components. I further certify that I am in compliance with the requirements of MA 201 CMR 17.00. I understand that it is my responsibility to ensure that I continue to meet the requirements of MA 201 CMR 17.00 and agree to take necessary steps to ensure such continued compliance. If acting in a management capacity, this certification extends to my organization.

By: _____

Name (print): _____

Title: _____

Date: _____

**AGENT CONTRACT
TRANSMITTAL FORM**

EquiTrust Life Insurance Company®

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www.EquiTrust.com

Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

This form should be completed for:

- Any new agents being contracted by you, or
- Any changes you are requesting to an existing agent's commission level, or
- Agents requesting a transfer to a new Marketing Organization

This form must be included with each new agent contract or to request a change of existing level.

NEW AGENT/PRODUCER **TRANSFER OR CHANGE IN CONTRACT LEVEL**

Full Name of Agent being contracted	
Business Name (if different than Producer's Name)	
Agent Contract Level (e.g. MGA, GA, A10)	
Agency Contract Level (e.g. MGA, GA, A10)	
Reports to	Agent Number

Agent's Signature (Required)	Date (Required)
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Marketing Organization Name (Please Print)	
Authorized Signature (Required)	Date (Required)

Mail to:
EquiTrust
Attn: Agent Administration
PO Box 14500
Des Moines, IA 50306-3500

Can also be sent via fax or email to:
515-226-5102 or Agent.Administration@EquiTrust.com

FOR INTERNAL HOME OFFICE USE ONLY

**DIRECT DEPOSIT OF COMMISSION EARNINGS
AUTHORIZATION AGREEMENT**

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Direct Deposit of Commissions is required – Please complete the following:

Agent Name		Agent Number	Phone Number
Type of Request	<input type="checkbox"/> New Request	<input type="checkbox"/> Change Request	
Type of Account	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	
Deposit Frequency*	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	
*If no deposit frequency is elected, the frequency will be set for daily.			

AGREEMENT

I hereby authorize EquiTrust Life Insurance Company, to make deposits to my account and for the financial institution named below to accept these deposits. I also authorize EquiTrust Life Insurance Company to make withdrawals from this account in the event that a credit entry was made in error.

This authority is to remain in full force until EquiTrust Life Insurance Company has written notification from me of its termination in such time and in such manner as to afford EquiTrust Life Insurance Company a reasonable opportunity to act on it.

Bank Account Owner Signature (Third Party)	Date
Agent Signature (Required)	Date

**THE ACCOUNT MUST BE A REGULAR CHECKING OR SAVINGS ACCOUNT
NOTE: Money Market and Brokerage Account are not accepted.**

Financial Institution Name	
Full Address	
Financial Institution Routing Number (9 digits)	Account Number
Note: the electronic transfer of funds may take 2-3 business days to reach your account once funds are released from EquiTrust. This processing time is dependent on your bank.	

Mail to:
EquiTrust
Attn: Agent Administration
PO Box 14500
Des Moines, IA 50306-3500

Can also be sent via fax or email to:
515-226-5102 or Agent.Administration@EquiTrust.com



AGENT/AGENCY CONTRACT

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Agent/Agency
Address
Email Address

This Agreement ("Agreement") is entered between EquiTrust Life Insurance Company ("Insurer") and the person or business entity identified above ("Agent").

1. APPOINTMENT AND AUTHORIZATION

- a. Appointment by Insurer.** Subject to the terms and conditions set forth in this Agreement, Insurer hereby appoints Agent, and Agent hereby accepts the appointment as an independent agent of Insurer, to (i) use its best efforts to procure applications for Insurer’s insurance and annuity products, and (ii) accurately and professionally represent Insurer and its products to all customers and prospective customers of Insurer, including all applicants, owners, insureds and proposed owners and insureds. Agent has authority to recruit and recommend to Insurer individuals to be appointed as agents of Insurer ("Sub-Agents"). No recommendation or application for appointment or contract will be effective until approved by Insurer. Agent understands and acknowledges that, in connection with its services under this Agreement, it will be subject to oversight, supervision and training by Insurer and may be audited from time to time by Insurer. Agent further understands and acknowledges that Agent will be entitled to receive commission payments from Insurer pursuant to applications procured by Agent, and commission schedules developed, maintained and provided to Agent from time to time by Insurer ("Commission Schedules"), as further described in Section 15 of this Agreement.
- b. Scope of Relationship.** Nothing contained in this Agreement shall be construed to create the relationship of employer-employee, partners, joint venturers, or (except as expressly provided herein) principal and agent between Agent, Sub-Agent or their employees on the one hand, and Insurer on the other hand. Agent’s relationship to Insurer is as an independent contractor. Agent shall be free to exercise independent judgment as to the time and manner Agent may perform the acts Agent is authorized to perform under this Agreement.
- c. Limitations on Authority.** Agent has no authority other than as specified in this Agreement. Specifically, and without limitation:
 - i.** Agent has no authority to bind Insurer with respect to any contract or obligation, including any insurance or annuity contract or otherwise. Insurer makes no representation that any application submitted by Agent will result in the issuance of an insurance or annuity product by Insurer. Insurer may reject, in its sole discretion, any application.
 - ii.** Agent must not interpret or render opinions in any way, including, without limitation, offering tax or legal advice on any of Insurer’s insurance or annuity products, or Insurer’s practices or procedures, under any circumstances.
 - iii.** Insurer has the sole authority to prescribe the insurance and annuity products and premium rates for which applications may be solicited.
 - iv.** Agent has no authority to waive, alter, or change any provision or condition of Insurer’s insurance and annuity products, certificates, agent or agency contracts, literature or receipts, or to modify or extend the amount of time for any premium payment due to Insurer.
 - v.** Agent has no authority to incur any debt or liability for or against Insurer.
 - vi.** Agent has no authority to enter into any legal proceeding in connection with any matter pertaining to Insurer’s business; and

- vii. Agent has no authority to perform any act on behalf of Insurer other than as expressly provided herein, except as specified in writing by the Chief Executive Officer or President of Insurer.

2. GENERAL PROVISIONS

- a. Agent shall at all times comply with:
 - i. Insurer's Business Guidelines, as may be amended from time to time at Insurer's discretion and without prior notice (the "Business Guidelines"). The version of the Business Guidelines in effect as of the Effective Date (as that term is defined herein below), which is accessible by Agent via Insurer's Agent Gateway (<https://agents.equitrust.com/compliance-and-suitability/?business-guidelines-tab>) (the "Agent Gateway"), is hereby incorporated by reference and referred to as Exhibit A of this Agreement. Any amendments to the Business Guidelines are incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the Business Guidelines, this Agreement shall control;
 - ii. All applicable state and federal laws; and
 - iii. All other written rules and regulations that Insurer may provide.
- b. Agent shall obtain and maintain all licenses and regulatory approvals and complete all training and continuing education required to perform its obligations under this Agreement.
- c. Agent shall be responsible for the supervision of all Sub-Agents associated with Agent, and for the compliance of such Sub-Agents with this Agreement (including all Exhibits) and other written rules and regulations that Insurer may provide. Agent shall provide, or use its best efforts to provide or make available to Sub-Agents, training for such Sub-Agents based on materials that may be provided by Insurer. Agent shall ensure that each Sub-Agent is properly licensed to act on behalf of Insurer.
- d. All monies received by Agent or collected on behalf of Insurer shall be made payable to Insurer. Agent is not authorized to endorse or cash checks, drafts, money orders, or financial instruments made payable to Insurer, or which are otherwise intended by the applicant or contract holder to be paid to Insurer. Notwithstanding the foregoing, if premium funds come into the possession of Agent, they will constitute trust funds, must be held by Agent in a fiduciary capacity, must not be commingled by Agent with its own assets and must not be subject to any use by Agent. Agent shall promptly notify Insurer if such funds have come into Agent's possession and Agent shall promptly transfer such funds to Insurer.
- e. Agent will not be entitled to compensation with respect to any insurance or annuity product which is rescinded or canceled by Insurer for any reason. Should Insurer, at its sole discretion, deem it appropriate at any time to cancel or rescind an insurance or annuity product on which Agent or any Sub-Agent was paid commission, then such commission shall be immediately refunded to Insurer.
- f. Agent shall ensure that Insurer has current contact information for Agent, including but not limited to, email and mailing addresses.
- g. If any premiums are impounded or held in abeyance as a result of any court order or rule of any state insurance regulator or other lawful authority, then Insurer will hold in abeyance any commissions or other compensation payable to Agent in the same manner and to the same extent as the premiums upon which such commissions or compensation are to be paid.
- h. In the event of breach of this Agreement by Agent, any Sub-Agent(s), or their employees, Insurer will be entitled, in addition to any claim for damages:
 - i. To obtain specific enforcement by way of injunctions (including temporary restraining orders, preliminary injunctions, and/or permanent injunctions without first posting a bond); and
 - ii. To terminate Agent's entitlement to any due but unpaid or future compensation.
- i. Agent agrees to give full and complete cooperation in responding to any customer or regulatory complaint or inquiry and shall promptly respond in writing directly to Insurer upon its request.
- j. Agent shall maintain books, records and accounts which clearly and accurately disclose the nature and details of all transactions arising out of this Agreement. Agent's books and records must include all books and records developed or maintained under or related to this Agreement. Agent shall preserve and hold all such books and records, and other related documents or correspondence of Agent, in accordance with the terms and conditions of this Agreement, prudent record keeping practices, applicable federal and state privacy and security standards and the Business Guidelines. Agent shall cooperate with and assist Insurer in making any examination or inquiry with respect to all transactions arising out of this Agreement. Insurer has the right to obtain copies or inspect all such books and records, documents or correspondence maintained by Agent, the copying expenses for which are at Agent's cost.
- k. Following termination of this Agreement in accordance with Section 11 (and at any other time upon demand of Insurer), Agent shall return to Insurer all Insurer property in its custody.

- I. Agent shall pay all expenses of Agent, of whatever character, concerning Agent's performance hereunder without recourse to Insurer.

3. DELIVERY

- a. An insurance or annuity product may be delivered only if:
 - i. The proposed insured or contract owner at the time of delivery is, to the best of Agent's knowledge and belief, in as good a condition of health and insurability as stated in the application for such insurance or annuity product;
 - ii. The first premium has been fully paid; and
 - iii. Twenty (20) days have not elapsed from the date said insurance or annuity product was issued by Insurer.
- b. Any insurance or annuity product not delivered shall be immediately returned to Insurer upon expiration of the twenty (20) day period.

4. AGENT COVENANTS

- a. Agent shall endeavor to promote the business and interest of Insurer as contemplated by this Agreement and shall so conduct itself as not to adversely affect the business, good standing or reputation of Insurer or Insurer's affiliates.
- b. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, in accordance with Section 11, whether such termination is by Agent or Insurer:
 - i. Agent, Sub-Agent, or their employees will not (A) solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Insurer or any of Insurer's affiliates, (B) assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Insurer, or any of Insurer's affiliates, or (C) urge, induce, or seek to induce any person to terminate his/her employment or other relationship with Insurer or any of Insurer's affiliates. This subsection (i) will not apply if Agent, Sub-Agent or their employee is first contacted by an employee, independent contractor or independent agent of Insurer or any of Insurer's affiliates without any prior solicitation or recruitment from Agent of any employee of Agent. Further, this subsection does not prohibit:
 1. Soliciting employees through general job advertisements or similar notices that are not targeted specifically at the employees of Insurer or any of Insurer's affiliates;
 2. Engaging any recruiting firm or similar organization to identify or solicit persons for employment on Agent's or Sub-Agent's behalf, or soliciting any employee who is identified by any such recruiting firm or organization, as long as such recruiting firm or organization is not instructed to target any employees of Insurer or any of Insurer's affiliates; or
 3. Soliciting or hiring employees whose employment has been terminated by Insurer or any of Insurer's affiliates.
 - ii. Neither Agent, Sub-Agent, nor their employees may make disparaging or false statements regarding Insurer or Insurer's affiliates to any individual or entity. The foregoing will not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, depositions in connection with such proceedings).
- c. **Reimbursement & Indemnification.** Agent shall reimburse Insurer and/or indemnify Insurer for any loss including attorneys' fees resulting from actions by Agent, Sub-Agent, and their employees and for all costs, expenses and attorneys' fees that Insurer may incur in recovering from Agent any property or indebtedness belonging to or due Insurer, including, but not limited to, enforcing this Agreement. Agent agrees to indemnify and hold Insurer harmless for any claim, loss, expense, cost or liability which it may incur resulting from the breach of this Agreement or violation of any law or regulation or failure to comply with any court order by it, its Sub-Agents, their employees or anyone under Agent's supervision. Should any claims or lawsuits be made by any third party against Agent or Insurer as a result of alleged wrongdoing by Agent, Sub-Agent, or their employees, then Agent shall hold Insurer harmless from and indemnify Insurer for any claim, loss, expense, cost or liability which Insurer may incur defending the action and for any settlement of or judgment resulting from such action. Insurer may, at its discretion, defend or settle any such claim.

5. CONFIDENTIALITY, PRIVACY, AND SECURITY

- a. **Confidential Information.** Agent acknowledges that in the course of its duties it may receive and utilize confidential, proprietary and trade secret information regarding Insurer, Insurer's affiliates and any related

business operations ("Confidential Information"). Agent acknowledges that the Confidential Information gives Insurer a competitive advantage in the marketplace by not being generally known by the public and insurance industry and includes but is not limited to policy and contract holder identities and lists, agent identities and lists, pricing and cost information, Commission Schedules, override schedules and any documents or computer stored information containing such information.

- b. Customer Information.** Agent acknowledges that in the course of its duties it will be provided with, receive or otherwise obtain certain financial or other personal information concerning policy or contract holders of, or applicants for, insurance and annuity products in connection with its performance under this Agreement ("Customer Information"). Customer Information shall include, but not be limited to, names, addresses, email addresses, telephone numbers, ages, gender, dates of birth, Social Security number, driver's license number, account numbers, passwords or security codes, financial or health information, or other directly or indirectly identifying personal information.
 - c. Use of Information.**
 - i.** Agent shall use Confidential Information and Customer Information solely to perform services as set forth in this Agreement.
 - ii.** Agent shall not sell or otherwise use Customer Information to obtain any financial benefit or award, including for the purpose of inducing a policy or contract holder to discontinue any insurance or annuity product with Insurer or to otherwise replace said policy or contract with a product from another company.
 - iii.** Agent shall immediately report to Insurer any use or disclosure of Confidential Information or Customer Information not permitted by this Agreement.
 - d. Confidentiality.** Agent shall keep Confidential Information and Customer Information confidential and shall comply with Insurer's requirements regarding the protection, disclosure and deletion of Confidential Information and Customer Information, including all requirements set forth in the Business Guidelines.
 - e. Privacy.**
 - i.** Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to the privacy of Customer Information.
 - ii.** Agent will comply with the Business Associate Addendum, as may be amended from time to time at Insurer's discretion and without prior notice (the "BAA"). The version of the BAA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated and referred to as Exhibit B of this Agreement. Any amendments to the BAA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the BAA, the BAA shall control.
 - f. Security.**
 - i.** Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to maintenance, security, protection, disclosure and deletion of the Confidential Information and Customer Information.
 - ii.** At Insurer's discretion, Agent may be required to comply with a Data Security Agreement, as may be amended from time to time at Insurer's discretion and without prior notice (the "DSA"). If applicable, the current version of the DSA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated by reference and referred to as Exhibit C of this Agreement. Any amendments to the DSA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the DSA, the DSA shall control.
 - g. Sub-Agents.** Agent remains at all times responsible for any Sub-Agent's use of Confidential Information or Customer Information.
- 6. LIABILITY.** Agent shall be liable to Insurer for all monies due and payable to Insurer, including monies for which (i) its Sub-Agents are liable, and (ii) that relate to the production of such Sub-Agents for which Agent is entitled to receive and/or has received commission from Insurer. Agent shall be liable for all such amounts and such liability shall be joint and several with that of Sub-Agent in the case of any amounts due from Sub-Agent. Insurer reserves the right to charge interest on any amounts due hereunder up to one and a half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.
- 7. INDEBTEDNESS.** Insurer, as additional security and to secure the repayment of any indebtedness due Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee), shall have a first and prior lien against any compensation due Agent under this Agreement and against any other sums due or to become due to Agent from Insurer (directly or as an assignee) for any reason. Agent further hereby assigns and grants to Insurer an interest in all compensation due or to become due and all other sums which Agent may

have on deposit with Insurer from time to time. Insurer may, at any time, offset any such indebtedness against compensation due to Agent or other monies which Agent may have on deposit with Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee). If Insurer does elect to offset, the offset shall not constitute an election by Insurer to forego any other remedies to collect the indebtedness. Agent agrees to pay all costs of collection, including attorney fees, incurred by Insurer or its successors or assigns in collecting any indebtedness from Agent.

8. ADVANCES. Agent acknowledges that any amounts advanced by Insurer to Agent constitute indebtedness for which Agent is solely responsible. Insurer is not limited to offsetting any commissions or other compensation due Agent to satisfy such amounts owed to Insurer and may utilize any legally available means to enforce repayment of any amounts advanced to Agent or otherwise due Insurer from Agent.

9. ASSIGNMENT AND ASSIGNEES.

- a. Agent may assign this Agreement and any commission or compensation payable by Insurer hereunder only in accordance with the following:
 - i. Agent must provide prior notice to Insurer of the proposed assignment;
 - ii. Agent must cause the proposed assignee or assignees to complete Insurer's agent appointment application process or otherwise provide Insurer information regarding the proposed assignee or assignees sufficient for Insurer to assess whether the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iii. Insurer, in its discretion and at its option, shall determine if the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iv. Agent may assign this Agreement only upon receipt of the prior written consent of Insurer, which shall not be unreasonably withheld if the proposed assignee satisfies Insurer's requirements for appointment; and
 - v. Every assignment must state that it is subject and subordinate to any indebtedness or other obligation of Agent that may be due or become due to Insurer, and that the assignee and its principals assume all of Agent's obligations to Insurer under this Agreement. Unless otherwise stated and expressly agreed to by Insurer, an assignment does not relieve Agent of any indebtedness or obligation to Insurer.
- b. Insurer retains the right to assign this Agreement and shall give notice to Agent within thirty (30) days after any such assignment.

10. AUDIT. Insurer may audit Agent's books and records related to the solicitation and procurement of applications for insurance or annuity products written by Insurer and other obligations of the Agent under this Agreement upon ten (10) business days' prior notice to Agent. Agent is responsible for its costs in relation to any such audit.

11. TERM AND TERMINATION. The term of this Agreement will commence on the Effective Date and will continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated:

- a. Without any cause whatsoever by any party upon fifteen (15) days' prior written notice to the other party.
- b. Immediately at the option of Insurer:
 - i. if Agent, or one of the partners, equity owners, or principal officers of Agent, becomes bankrupt or insolvent, or if Insurer reasonably believes that a declaration of bankruptcy or insolvency of any of the foregoing is imminent;
 - ii. if Agent, or one of the partners, equity owners or principal officers of Agent, liquidates or dissolves, or begins the court process of liquidation or dissolution;
 - iii. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, fails to comply with or perform any of the material terms or covenants of this Agreement (including Exhibits) and such failure is not cured within five (5) days of Agent's receipt of written notice by Insurer;
 - iv. If a data or security breach occurs as relates to the Confidential Information or Customer Information held by or on behalf of Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - v. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, misappropriates funds of Insurer or any applicant or contract holder;
 - vi. if Insurer determines there is reasonable evidence of malfeasance, fraud, or any violation of applicable criminal or insurance laws by Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - vii. if Agent or Sub-Agent fails to comply with Insurer's oral or written production requirements;

- viii. if Agent or Sub-Agent fails to timely remit payment of any amount due and owing to Insurer upon demand;
- ix. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, engages in such conduct as would tend to degrade or disgrace Insurer or any of Insurer's affiliates;
- x. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, actively engages in a scheme or process to replace the policies or contracts of Insurer with policies or contracts issued by another insurance company or otherwise breaches any of the provisions of Section 15(b) of this Agreement;
- xi. upon the failure of Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent to be licensed to sell insurance in any jurisdiction from which he/she/it has solicited applications for Insurer; or
- xii. upon the death of Agent (if a natural person) or any event legally or contractually causing the legal dissolution or wrapping-up of Agent's operations, or corporate or partnership existence (if a non-natural person or entity).

The termination remedies available to Insurer in this Section 11 are not exclusive. Without limiting the foregoing, Insurer expressly reserves the right to seek any other remedies that are available to it at law or in equity, including, but not limited to, seeking an award of money damages, temporary restraining orders, permanent injunctions or remedies in arbitration pursuant to Section 20 of this Agreement, in the event of any breach or threatened breach by Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent, of any of the provisions of this Agreement.

Notice of termination of this Agreement will be given in accordance with Section 21 of this Agreement, Notices.

12. GOVERNING LAW; CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof. Subject to the provisions of Section 20 of this Agreement regarding arbitration proceedings, the parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction in Chicago, Illinois, in connection with any dispute based on or arising out of or in connection with this Agreement.

13. NO WAIVER OR ESTOPPEL. Forbearance, failure or neglect on the part of Insurer to enforce any or all of the provisions of this Agreement will not be construed as a waiver or estoppel of any of the rights or privileges of Insurer. Any waiver of past acts or circumstances that Insurer may, expressly or impliedly, make from time to time will not constitute and should not be construed to be a waiver of subsequent acts or circumstances. No waiver will be effective unless it is in writing and signed by the party granting the waiver.

14. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS, AND AMENDMENTS.

- a. This Agreement, which includes the Commission Schedules, Business Guidelines, BAA, and DSA (if applicable) contains all of the terms and conditions agreed upon by the parties. This Agreement supersedes all prior agreements, whether written or oral, between the parties (including without limitation any prior agreements between Insurer and Agent appointing Agent as an agent of Insurer) with respect to all matters relating to Insurer's insurance or annuity products issued on or after the Effective Date; and this Agreement constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to all matters relating to Insurer's insurance or annuity products issued on or after the Effective Date. For the avoidance of doubt, any such prior agreements, as may be amended or assigned in accordance with their terms, shall continue to remain in effect in accordance with their terms and shall continue to apply to and govern all matters relating to Insurer's insurance or annuity products issued prior to the Effective Date and with respect to which Agent serves as Insurer's agent.
- b. Insurer may at any time amend this Agreement. Notice of such amendment will be sent to Agent within thirty (30) days after such amendment. This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change to this Agreement will bind Insurer unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Insurer or another appropriately authorized officer.

15. COMMISSIONS.

- a. Insurer shall pay Agent commissions with respect to premiums received by Insurer on applications procured by Agent at the rate shown and subject to the terms and conditions shown on the Commission Schedules in force as of the date of each sale of Insurer's insurance or annuity products by Agent or Sub-Agents. Any commissions paid to Agent as a result of sales made by Sub-Agents shall be reduced by the amount of commission payable to such Sub-Agents. Agent acknowledges that the commissions received from Insurer will represent full compensation for Agent's services and expenses. The Commission Schedules may be amended at any time at Insurer's discretion and without prior notice. Any amendments to the Commission Schedules will be effective immediately upon the posting by Insurer of such amendments on Insurer's Agent Gateway. Any amendment to the Commission Schedules will apply only to applications signed and submitted to Insurer on or after the effective date of the amendment.
- b. If a policy or contract holder timely exercises his or her right to return or cancel a insurance or annuity product after Insurer has paid commissions to Agent or Sub-Agents for selling the returned insurance or annuity product, all such commissions shall be returned to Insurer immediately. Agent agrees that upon such an occurrence it will become immediately liable to repay such commissions to Insurer and that Insurer will have the right to pursue any legal action to recover any such commissions from Agent. Agent agrees to reimburse Insurer for costs Insurer incurs, including reasonable attorney's fees, in any action by Insurer to enforce Agent's obligations under this Agreement.
- c. Insurer reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new insurance or annuity product where a policy or contract issued by Insurer on the same life has been terminated or surrendered within one year prior to the date of the application for the new contract.
- d. After the termination of this Agreement pursuant to Section 11, Insurer will continue to pay commissions due to Agent for insurance and annuity products sold by Agent during the term of this Agreement unless such commissions are forfeited pursuant to Section 16.

16. COMPENSATION FORFEITURE. If at any time Agent commits a fraudulent or illegal act in connection with its activities under this Agreement, or induces or attempts to induce an independent agent of Insurer to discontinue his/her/its contract with Insurer, or induces or attempts to induce any of Insurer's contract holders to cancel, transfer, or otherwise relinquish any of Insurer's contracts, products, and/or services, Agent will forfeit any and all compensation that Agent might otherwise have received under any and all contracts with Insurer. Notwithstanding such compensation forfeiture, Insurer reserves its right to pursue any and all additional claims it may have against Agent.

17. DISCONTINUANCE. Without any liability to Agent, Sub-Agents, or their employees, Insurer may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any insurance or annuity product form or rider, in any or all states.

18. SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in a jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the parties to this Agreement agree to interpret that provision only as broadly as is enforceable.

19. HEADINGS/CONSTRUCTION. The headings in this Agreement are for reference only, and do not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement have been mutually negotiated at arm's length among the parties hereto, and no potential ambiguity in this Agreement should be construed against the drafter.

20. ARBITRATION. In the event of any dispute arising out of or relating to this Agreement for which the sole, exclusive, and appropriate remedy sought by the party is an award of money damages, the same will be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting the arbitration has given the other party at least thirty (30) days' prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Agreement in accordance with Illinois law. Any punitive damages awarded by the arbitrator(s) will not exceed two times compensatory damages awarded. Any award of the arbitrator

will be deemed final and binding upon the parties and judgment upon such award may be entered and enforced in the United States District Court for the Northern District of Illinois. All arbitration proceedings will be held in Chicago, Illinois. Nothing in this Section 20 requires arbitration or should be construed to prejudice the rights of either party to seek a judgment at law in a court of appropriate jurisdiction with respect to any dispute arising out of or relating to this Agreement for which an equitable remedy is sought or for which the appropriate remedy sought cannot be paid as money damages, such as a temporary or permanent injunction, a declaratory judgment, or similar injunctive remedy.

- 21. NOTICES.** Except as otherwise provided in this Agreement (a) notices to Insurer under this Agreement shall be sent by Agent in writing by electronic mail, hand delivery, U.S. Mail with postage prepaid, or mail courier service with postage prepaid; and (b) notices to Agent under this Agreement shall be sent by or on behalf of Insurer in writing by electronic mail or via the Agent Gateway. If Agent opts out of receiving notice via electronic mail or the Agent Gateway, or at Insurer's option, notices to Agent under this Agreement shall be sent by or on behalf of Insurer via hand delivery or U.S. Mail, postage prepaid.

Notices provided pursuant to this Section 21 shall be deemed to be received as follows:

- a. on the date of service if served personally on the party to whom notice is to be given;
- b. for electronic mail, on the date (i) Insurer sends an electronic mail to the email address of Agent on file with Insurer, or (ii) Agent sends an electronic mail to the email address of Insurer set forth in this Agreement;
- c. on the date of posting by Insurer on the Agent Gateway;
- d. on the date of delivery if sent via mail courier service; or
- e. on the fifth day following the date deposited in the mail if sent by U.S. mail, postage prepaid.

The correct addresses for notices to each party to this Agreement, as applicable, are as follows:

EquiTrust Life Insurance Company

Agent Administration
7100 Westown Parkway, Suite 200
West Des Moines, IA 50266
Agent.Administration@EquiTrust.com

Agent

Current legal or electronic mail address for Agent as stated in Insurer's records.

- 22. TRADEMARKS AND SERVICE MARKS.** Each party reserves the right to control the use of its name and all symbols, trademarks, or service marks presently existing or later established.
- 23. INSURANCE.** Agent agrees that Agent shall maintain errors and omissions coverage. Agent shall notify Insurer immediately of any cancellation, termination or material reduction or alteration of such coverage. Agent shall, upon request, provide Insurer with evidence of such coverage.
- 24. NOTICE OF CREDIT, BACKGROUND & OTHER REPORTS.** As part of Insurer's agent selection procedures, and at Insurer's election thereafter, Insurer may request that a report be made by a consumer credit agency, background investigative agency, or other third party reporting agency, each of which may supply Insurer with information about Agent from its files, from public records, or from credit investigations. Insurer will provide additional detailed information concerning the investigation, if one is made, to Agent after receiving a written request from Agent or in compliance with applicable state laws. Should a report have an adverse effect on Insurer's appointment decision, Insurer will notify Agent in writing and identify the agency with which Agent may discuss the matter.
- 25. COMMUNICATIONS FROM INSURER OR INSURER'S DESIGNEE.** Agent acknowledges that Agent may receive marketing and other communications from Insurer or Insurer's designee(s) in connection with the sale of Insurer's insurance and annuity products. Agent agrees that Insurer or Insurer's designee may communicate with Agent via electronic mail, and that Insurer may share with its designee the electronic mail address of Agent as appropriate in connection with such marketing and other communications.

26. COUNTERPARTS. This Agreement, and any amendments hereto, may be executed in the original or by any generally accepted electronic means including (a) transmission of a Portable Document Format (PDF) file containing an executed signature page, and (b) DocuSign or similar, widely used electronic signature/verification software, in any number of counterparts, each of which will be treated as an original but all of which together shall constitute one and the same instrument.

27. SURVIVAL. The provisions of Sections 2(g), 4(b), 5, 6, 7, 12, 15, 16, 20 and 22 will survive the termination of this Agreement and any termination of Agent's appointment as an independent agent of Insurer, regardless of the reason for termination. Provisions of the Business Guidelines related to the sections of the Agreement cited in this paragraph 27 likewise will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Date Accepted by Insurer reflected herein below (the "Effective Date").

Agent Signature

Printed Name of Agent or Agency: _____

Signature of Agent: _____

FOR HOME OFFICE USE ONLY
EquiTrust Life Insurance Company (Insurer) – Agent Appointment
Date Accepted
Insurer Officer Name and Title
Insurer Officer Signature

This Business Associate Addendum (“Addendum”) by and between **EquiTrust Life Insurance Company** (“EquiTrust” or “Insurer”) and (“Agent” or “Business Associate”), is effective as of the effective date of that certain Agent/Agency Contract (the “Agent/Agency Contract”) between EquiTrust and Business Associate. EquiTrust and Business Associate may be referred to herein individually as a “party” or collectively as the “parties.” For purposes of this Addendum, capitalized terms used but not otherwise defined in this Addendum shall have the meaning as set forth in Section D.1 herein below.

WHEREAS, EquiTrust offers long-term care insurance riders (the “Covered Products”), which are health plans covered under the Health Insurance Portability and Accountability Act of 1996; and

WHEREAS, Insurer and Agent have entered into the Agent/Agency Contract under which Agent is authorized to market, sell and service the Covered Products and other products issued by the Insurer; and

WHEREAS, for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and regulations promulgated thereunder (collectively referred to herein as “HIPAA”), EquiTrust has designated itself as a Hybrid Entity pursuant to 45 C.F.R. § 164.103 and 45 C.F.R. § 164.105 and has identified certain units and departments within EquiTrust that perform Covered Functions as Health Care Components that are regulated by HIPAA; and

WHEREAS, with respect to Covered Products, Business Associate performs services under the Agent/Agency Contract on behalf of Insurer’s Health Care Components (“Services”), which Services involve the use and/or disclosure of Protected Health Information; and

WHEREAS, the parties desire to enter into this Addendum in order to comply with the provisions of HIPAA that are applicable to Business Associate, as well as any amendments or additions thereto;

NOW, THEREFORE, in consideration of these premises and the mutual promises and undertakings herein contained, the parties agree as follows:

A. Privacy and Security of Protected Health Information

1. Permitted Uses and Disclosures

Business Associate is permitted or required to use or disclose Protected Health Information it creates or receives for or from Insurer only as follows:

- a) Functions and Activities on Insurer’s Behalf. Business Associate is permitted to use and disclose Protected Health Information it creates or receives for or from Insurer solely for carrying out its obligations under the Agent/Agency Contract.
- b) Business Associate’s Operations. Business Associate may use Protected Health Information it creates or receives for or from Insurer as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose the Protected Health Information as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:
 - (i) The disclosure is required by law; or
 - (ii) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose the Protected Health Information that the person or organization will:

- a. Hold the Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - b. Notify Business Associate (who will in turn promptly notify Insurer) of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.
2. **Notice of Privacy Practices.** Insurer shall notify Business Associate of limitation(s) in its notice of privacy practices, to the extent such limitation affects Business Associate's permitted uses or disclosures of Protected Health Information.

3. **Prohibition on Unauthorized Use or Disclosure**

Business Associate will neither use nor disclose Protected Health Information it creates or receives for or from Insurer or from another Business Associate of Insurer, except as permitted or required by this Addendum or as required by law or as otherwise permitted in writing by Insurer. Business Associate shall not use or disclose Protected Health Information in any manner that violates HIPAA or any other applicable federal or state laws and regulations relating to the privacy and security of Protected Health Information.

4. **Information Safeguards**

- (a) **Administrative, Technical, and Physical Safeguards.** Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of, and that prevent non-permitted or violating use or disclosure of, Protected Health Information that it creates, receives, or transmits on behalf of Insurer. Business Associate will document and keep these safeguards current.
- (b) **Technology to Secure Protected Health Information.** With respect to all electronic Protected Health Information that Business Associate transmits electronically or stores on portable electronic devices, Business Associate will secure the Protected Health Information by a technology standard that renders the Protected Health Information unusable, unreadable or indecipherable to unauthorized individuals. Business Associate shall comply with the applicable standards of 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, 164.314, and 164.316 with respect to electronic Protected Health Information.

5. **Sub-Contractors and Agents**

Business Associate will require any of its subcontractors and agents, including but not limited to Sub-Agents as defined in the Agent/Agency Contract, to which Business Associate is permitted by this Addendum or in writing by Insurer to disclose any of the Protected Health Information Business Associate creates or receives for or from Insurer, to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with substantially similar privacy and security obligations as Business Associate with respect to the Protected Health Information.

6. **Minimum Necessary**

Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A.1(a) above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

- a) Disclosure to or request by a health care provider for treatment;
- b) Use with or disclosure to an individual who is the subject of the Protected Health Information, or that individual's personal representative;
- c) Use or disclosure made pursuant to a written authorization that is signed by an individual who is the subject of the Protected Health Information to be used or disclosed, or by that individual's personal representative who has the authority to act on behalf of that individual; or
- d) Use or disclosure that is required by law.

B. Protected Health Information Access, Amendment and Disclosure Accounting.

1. Access

Upon Insurer's request, Business Associate will promptly make available to Insurer or, at Insurer's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any Protected Health Information about the individual (in a format, electronic or otherwise, designated by Insurer) that Business Associate created or received for or from Insurer and that is in Business Associate's custody or control.

2. Amendment

Business Associate will, upon receipt of notice from Insurer, promptly amend or permit Insurer access to amend any portion of the Protected Health Information which Business Associate created, received or maintains on behalf of Insurer.

3. Disclosure Accounting

So that Insurer may meet its disclosure accounting obligations:

a) Disclosure Tracking

Business Associate will record for each disclosure of Protected Health Information not excepted from disclosure accounting under Section B.3(b) below, (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures Business Associate makes to the same person or entity for a single purpose, Business Associate may record (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Insurer promptly upon Insurer's request or, as directed by Insurer, to the individual (or the individual's personal representative).

b) Exceptions from Disclosure Tracking

Business Associate need not record disclosure information or otherwise account for disclosures of Protected Health Information made (i) for the purpose of Insurer's treatment activities, payment activities, or health care operations, as applicable; (ii) to the individual who is the subject of the Protected Health Information disclosed or to that individual's personal representative; or (iii) pursuant to a written authorization from the affected individual.

c) Disclosure Tracking Time Periods

Business Associate must have available for Insurer the disclosure information required by Section B.3(a), above, for the 6 years preceding Insurer's request for the disclosure information or any longer time period prescribed by applicable law.

4. Restriction Agreements and Confidential Communications

Business Associate will comply with any agreements that Insurer makes that either (i) restrict use or disclosure of Protected Health Information, or (ii) require confidential communication about Protected Health Information, provided that Insurer notifies Business Associate in writing of the restrictions or confidential communication obligations that Business Associate must follow and furnishes Business Associate copies of the agreements. Insurer will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Insurer's Protected Health Information will remain subject to the terms of the restriction agreement.

5. Inspection of Books and Records

Business Associate will make its internal practices, books, and records, relating to its use and disclosure of the Protected Health Information it creates or receives for or from Insurer, available to Insurer. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Insurer available to the Secretary, upon request, for purposes of determining and facilitating Insurer's compliance with HIPAA.

C. Breach of Privacy or Security Obligations.

1. Reporting

Business Associate will report to Insurer in writing any acquisition, access, use or disclosure of Unsecured Protected Health Information not permitted by this Addendum (“Security Breach”) or any Security Incident of which Business Associate becomes aware. Business Associate will make the report to Insurer within 24 hours after Business Associate knows or should have reasonably known of such Security Breach or Security Incident. Business Associate will cooperate promptly with Insurer as is reasonably required for Insurer to comply with applicable breach reporting and notification laws (“Breach Notification Laws”). Business Associate’s report will, to the extent possible:

- a) Identify the nature of the Security Breach or Security Incident;
- b) Identify the individuals (by full name and address) whose Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been, subject to a Security Breach and the total number of those individuals;
- c) Identify the Unsecured Protected Health Information subject to the Security Breach or Security Incident;
- d) Identify who committed the Security Breach or Security Incident and who acquired, accessed, used or received the Unsecured Protected Health Information;
- e) Identify what corrective action Business Associate took or will take to prevent further Security Breaches or Security Incidents;
- f) Identify what Business Associate did or will do to mitigate any deleterious effect of any Security Breaches or Security Incidents; and
- g) Provide such other information as Insurer may reasonably request.

Insurer acknowledges the ongoing existence and occurrence of ordinary attempted but Unsuccessful Security Incidents which shall not constitute a Security Incident or Security Breach and shall not require Business Associate to provide notice to Insurer (and if notice is required, this provision shall be deemed to provide notice to Insurer of such Unsuccessful Security Incidents).

2. Termination of Addendum.

a) Right to Terminate for Breach of Addendum.

Insurer may terminate the Agent/Agency Contract if it determines, in its sole discretion, that Business Associate has breached any provision of this Addendum. Insurer may exercise this right to terminate the Agent/Agency Contract by providing Business Associate written notice of termination, stating the breach of this Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in the notice of termination.

b) Obligations upon Termination.

(i) Return or Destruction

Upon termination, cancellation, expiration or other conclusion of the Agent/Agency Contract, Business Associate will, as directed by Insurer, return to Insurer or destroy all Protected Health Information, in whatever form or medium (including in any electronic medium under Business Associate’s custody or control), that Business Associate created or received for or from Insurer, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the Protected Health Information. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agent/Agency Contract. If Insurer authorizes Business Associate to retain certain Protected Health Information because the Business Associate has a need for continued use or disclosure of that Protected Health Information, the Business Associate will identify that Protected Health Information and will limit its further use or disclosure to those necessary uses or disclosures. Within 30 days, Business Associate will certify an oath in writing to Insurer that such return or destruction has been completed, will deliver to Insurer the identification of any Protected Health Information for which return or destruction is infeasible and, for that Protected Health Information, will certify that it will

only use or disclose such Protected Health Information for those purposes that make return or destruction infeasible.

(ii) Continuing Privacy Obligation

Business Associate's obligation to protect the privacy of the Protected Health Information it created or received for or from Insurer will be continuous and survive termination, cancellation, expiration or other conclusion of the Agent/Agency Contract.

(iii) Other Obligations and Rights

Business Associate's other obligations and rights and Insurer's obligations and rights upon termination, cancellation, expiration or other conclusion of the Agent/Agency Contract will be those set out in the Agent/Agency Contract.

D. General Provisions

1. **Defined Terms.** For purposes of this Addendum, capitalized terms used but not otherwise defined in this Addendum shall have the same meaning as those terms in 45 CFR Parts 160 and 164. The following capitalized terms have the assigned meanings: "Protected Health Information" shall have the meaning set forth in 45 CFR § 164.103, limited however, to the information that Business Associate creates, accesses, or receives on behalf of Insurer (PHI includes EPHI); "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 CFR § 160.103, limited however, to the information that Business Associate creates, accesses, or receives on behalf of Insurer; "Unsecured Protected Health Information" shall have the meaning set forth in 45 CFR § 164.402, limited however, to the information that Business Associate creates, accesses, or receives on behalf of Insurer; "Security Breach" has the meaning provided in Section C.1 of this Addendum; "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of, or interference with operations to process and maintain, EPHI, except to the extent that such action constitutes a Security Breach or an "Unsuccessful Security Incident"; "Unsuccessful Security Incidents" shall include, but not be limited to, phishing, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information; and "Secretary" shall mean the Secretary of the Department of Health and Human Services.
2. **Survival.** The terms of Section B.3 ("Disclosure Accounting"), Section B.5 ("Inspection of Books and Records"), Section C.1 ("Reporting"), and Section C.2 ("Obligations upon Termination") shall survive the termination or expiration of this Addendum.
3. **Conflicts.** The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agent/Agency Contract. All non-conflicting terms and conditions of the Agent/Agency Contract remain in full force and effect.
4. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Insurer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
5. **Ownership.** Nothing express or implied in this Addendum is intended to confer upon Business Associate any property rights to Protected Health Information.
6. **Interpretation.** Any ambiguity in this Addendum will be resolved in favor of a meaning that permits Insurer to comply with HIPAA.
7. **Amendment.** The parties acknowledge that this Addendum may be amended from time to time at Insurer's discretion and without prior notice to Business Associate.

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