



GROUP INSURANCE APPOINTMENT APPLICATION

Mutual of Omaha Group Office and/or Name of Group Sales Representative: _____

Section 1: Individual Information (Complete if an individual/sole proprietor is seeking appointment)

Producer Name: _____ DOB: _____ SSN: _____

Address: _____ City: _____ State: _____ Zip: _____

Mailing Address (if different from above): _____ City: _____ State: _____ Zip: _____

(All correspondence including compensation statements will be mailed to the address indicated above unless different mailing address is listed)

Business Phone: _____ Cell Phone: _____ Fax: _____ Email: _____

Section 2: Firm Information (Complete if a firm is seeking appointment)

Name of Firm (herein "the Firm"): _____ Federal Employer Identification #: _____

Firm Address: _____ City: _____ State: _____ Zip: _____

Name of Principal/Officer: _____ Phone: _____ Email: _____

Section 3: License Information

List all states in which the individual and/or the Firm is requesting appointment to sell, solicit or negotiate business on behalf of Mutual of Omaha and/or its affiliates: _____

Section 4: Errors & Omissions Insurance Information

E&O Coverage Carrier Name: _____

Policy #: _____ In the amount of \$ _____

Section 5: Background Information:

Note: A "yes" answer below may result in denial of a request to be appointed. If you answer "YES" to either question below, PLEASE PROVIDE A WRITTEN STATEMENT and APPLICABLE SUPPORTING DOCUMENTATION (e.g., court documents, insurance department documents, etc).

1. Has the applicant (individual or firm) been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or is the applicant currently under investigation by any insurance department, the NASD, SEC or any other regulatory authority? YES NO
2. Has the applicant (individual only) been convicted or pled guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against the applicant for any offense other than a minor traffic violation? YES NO

Section 6: Commissions Direct Deposit (If opting to utilize direct deposit, please complete this Section 6. If not, please skip to Signature Section below.)

Checking Savings Financial Institution: _____ City: _____ Zip: _____

Routing Number: _____ Account Number: _____

I hereby authorize and request Mutual of Omaha and/or its affiliates to initiate credit entries to my or the Firm's checking or savings account (select one above) at the depositor financial institution named above, and to credit commissions to such account. This authorization will remain in full effect until Mutual of Omaha and/or its affiliates have received written notification from me or the Firm of its termination in such time and in such manner as to afford Mutual of Omaha and/or its affiliates and above named financial institution a reasonable opportunity to act upon such notice.

Section 7: Signature By signing below, I hereby:

- Certify that the information which I have provided in this application is true and correct to the best of my knowledge and agree that I will and/or the Firm will report immediately any event that would change any of the information, in any manner, which I have provided in this application.
- Certify, under penalties of perjury, that (1) the social security number or employer identification number provided above is my and/or the Firm's correct taxpayer identification number, and (2) I am not and/or the Firm is not subject to any backup withholding because (a) I am exempt and/or the Firm is exempt from backup withholding, or (b) I have not and/or the Firm has not been notified by the IRS that I am and/or the Firm is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me or the Firm that I am and/or the Firm is no longer subject to backup withholding, and (3) I am and/or the Firm is 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 IRC Regulations section 301.7701-7).
- Acknowledge that I have received and reviewed the Producer Agreement (attached hereto as Attachment A) and, if I am and/or the Firm is appointed to sell, solicit or negotiate insurance on behalf of Mutual of Omaha and/or its affiliates, I agree and/or the Firm agrees to be bound by such Producer Agreement and all of its terms, conditions and provisions, as it may be amended from time to time.

Signature (of Individual or Principal/Officer of the Firm): _____ Date: _____

Name (Print): _____ Title (if signing on behalf of the Firm): _____

Please be sure to send the following items to ensure timely consideration of appointment:

- Appointment Application (complete all applicable sections, including name of Group Office and/or Group Sales Representative)
- Fair Credit Reporting Act Disclosure form (only for an individual seeking appointment)
- Copy of current license(s) for ALL states in which the individual and/or the Firm is requesting appointment
- Copy of E&O certificate

Retain a copy of the Appointment Application and all attachments for your records.



FAIR CREDIT REPORTING ACT DISCLOSURE

Mutual of Omaha Insurance Company and/or its affiliates with which you intend to be appointed and contracted (together, "Mutual of Omaha") will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for appointment and contracting as an insurance producer. We will obtain these consumer reports from:

First Advantage Corporation
100 Carillon Parkway, Suite 100
St. Petersburg, FL 33716

"Consumer report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be appointed and contracted as an insurance producer. This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

For Residents of California, Minnesota and Oklahoma: You have the right to request a copy of the consumer report which will disclose the nature and scope of the report. If you would like to request a copy of the consumer report, please indicate by checking "YES" below

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

For Residents of New York: You have the 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.

AUTHORIZATION - SIGN BELOW

Mutual of Omaha is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal history to furnish such consumer report records, data and information to Mutual of Omaha.

I understand that if I am appointed and contracted, this authorization will remain valid as long as I am appointed and contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Signature (of Individual): _____ Date: _____

Name (Print): _____

ATTACHMENT A

PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is between (1) the individual producer who has signed the Group Insurance Appointment Application (BMO201.004) ("Appointment Application") or the Firm whose principal or officer has signed the Appointment Application on behalf of the Firm ("Producer") and (2) each insurance company which has executed this Agreement ("Company"). If a single Appointment Application has been signed on behalf of an individual and a Firm, this Agreement will be deemed to be a separate and distinct agreement between the individual and Company and the Firm and Company. This Agreement is effective on the date it is signed by an Authorized Representative of Company.

If more than one Company executes this Agreement, Producer and each such Company agree there shall be deemed to be separate and distinct agreements between Producer and each Company. The rights and obligations of each Company under this Agreement shall be separate and distinct from the rights and obligations of any other Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company.

The parties agree as follows:

A. DEFINITIONS. Capitalized terms used in this Agreement which are not otherwise defined are used with the meanings assigned to them in Section L. of this Agreement.

B. APPOINTMENT. Company authorizes Producer to solicit Product applications. Company agrees to appoint Producer with the appropriate state insurance departments for Producer to solicit Product applications. This appointment is not exclusive, and Company retains the right to appoint, at any time, any other persons or entities to solicit Product applications.

C. COMPENSATION.

1. For Each Product. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time upon notice to Producer without consent of Producer. Company shall distribute revised Compensation/Product Schedules to Producer. Producer agrees to, and shall comply with, all terms and conditions of Compensation/Product Schedules.

2. Contingencies. In addition to any conditions imposed in the Compensation/Product Schedules and any amendments and addenda, no compensation is earned until:

(a) Producer 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 or fee for the Product is received and accepted by the Company.

3. No Compensation After Termination. Producer shall not be entitled to any compensation after the Termination Date of this Agreement, except for compensation payable on premiums or fees received and accepted by Company prior to the Termination Date.

4. Forfeiture. Producer will forfeit all rights to receive compensation, if, in the sole reasonable discretion of Company, Producer commits any of the following acts:

(a) breaches any material provision of this Agreement, including, without limitation, any such provision 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 Producer's insurance license.

D. PRODUCER'S DUTIES.

1. Licenses and Approvals. Producer shall obtain and maintain all necessary licenses and regulatory approvals to perform the services under this Agreement, and shall provide copies thereof to Company at the address shown in Section K.3.

2. Solicitation and Service. Producer may solicit applications for Products and shall provide service to Producer's customers.

3. Confidentiality and Security. Producer shall comply with the "Confidentiality and Security Amendment" which is attached hereto and incorporated into this Agreement.

4. Compliance with Laws and Conduct. Producer shall comply with all applicable laws and regulations and act in an ethical and professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations Producer may have governing its relationships with its customers or clients.

5. Compliance with Company Policies. Producer shall comply, and shall ensure that its employees and agents comply, with all policies, practices, procedures, processes and rules of Company. Producer shall promptly notify Company if Producer or any of its employees or agents are not in compliance with any Company policy, practice, procedure, process or rule.

6. Insurance. Producer shall have and maintain Errors and Omissions liability insurance covering Producer and Producer's employees during the term of this Agreement in an amount and nature and with such carrier(s) as may be satisfactory to Company, and shall provide evidence of such insurance to Company upon its request. If any of Producer's coverage is on a claims-made basis, for three years after the Termination Date, Producer will continue such coverage with a nonadvancing retroactive date or purchase tail coverage for all losses or liabilities relating to actions or failures to act which may have occurred during the term of this Agreement.

7. Fiduciary Responsibilities. Producer shall be responsible for all money collected on behalf of Company by Producer and Producer's employees and shall remit to Company all such money no later than five calendar days after receipt, or within any shorter period required by law. All money tendered as payment for a Product shall be the sole and exclusive property of Company and shall be held by Producer purely in a fiduciary capacity and not for Producer's own benefit. Producer 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 Security Amendment, Producer 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. Producer 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. Producer 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 the option to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

11. Delivery to Customers. Upon request from Company, Producer shall deliver to its customers any money, Products or information that Company provides to Producer for the purpose of fulfilling Company's obligation to provide such money, Products or information to the customer, including, without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Producer. Producer shall deliver such money, Products or information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

E. LIMITATIONS. Producer, either directly or through its employees or 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 the terms of any contract or Product, or make, waive or discharge any contracts or Products on behalf of Company.

3. Payments and Reinstatement. Extend the time for payment of any premium or fee, waive any premium or fee, 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 form of payment or method authorized in writing 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. Misrepresentation. Misrepresent any provision, benefit, premium or fee of any Product.

F. COMPENSATION ADMINISTRATION.

1. Payment. All compensation for Products solicited by Producer while this Agreement is in effect shall be paid to Producer or to such other individual or organization identified on the applicable Compensation/Product Schedule, provided that either Producer or such other individual or organization is the producer of record. If compensation is paid to such other individual or organization, Company has no obligation to pay compensation to Producer for any services performed pursuant to this Agreement. Compensation hereunder shall be based upon initial and renewal premiums and fees received and accepted by Company for Products issued upon applications submitted by or through Producer. Compensation shall only be paid to an individual or organization which is properly licensed and appointed as required by law.

2. Effect of Return of Premium or Fees. If any premiums or fees shall be returned or refunded by Company on any Product, or should Company become liable for the return thereof either before or after the Termination Date, Producer shall pay to Company all compensation previously paid to Producer by Company on such returned premium or fees.

3. Indebtedness. Interest will accrue on any amount due to Company from Producer under this Agreement which has not been paid within 30 days of receipt of written demand for such amount at the rate of 12 percent a year, compounded monthly, or the highest rate permitted by law, whichever is lower. Company is authorized to set-off and apply any and all obligations or Indebtedness of Producer or Producer's employees or affiliates to Company or its affiliates to any and all amounts due to Producer from Company under this Agreement. This right of set-off does not require Company to make any prior demand upon Producer, and the right exists irrespective of whether the obligations of Producer or Producer's employees or affiliates are contingent or unmatured. The rights of Company under this Section are in addition to any other rights and remedies which Company may have under this Agreement or otherwise.

4. Limitation of Compensation Actions. Any claim by Producer regarding compensation must be brought within one year from the date the compensation was reported on an accounting or written statement issued from Company to Producer. Any claim regarding compensation must be brought against the Company which issued the Compensation/Product Schedule to which the claim relates.

G. TERMINATION WITH OR WITHOUT CAUSE. In addition to the termination provisions set forth in the Confidentiality and Security Amendment, Producer or Company shall have the right at any time to terminate this Agreement, with cause or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.

H. INDEPENDENT CONTRACTOR. Producer is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Producer shall be free to exercise Producer's own judgment as to the persons from whom Producer will solicit and the time and place of such solicitation.

I. 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 Producer for the purpose of verifying Producer's compliance with the provisions of this Agreement.

J. 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 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 in this Agreement.

K. GENERAL.

1. Issue and Product Type. Company shall retain the right to decide whether to issue to or withdraw from a customer a specific policy, contract or other offering of Company. 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. Producer of record letters or requests from customers shall be recognized by Company, provided such letters or requests are submitted to Company on the customer's letterhead and signed by an authorized official of the customer. Notwithstanding the foregoing, Company reserves the right to name or 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 or overnight courier service to:

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

4. Entire Agreement. This Agreement, the Confidentiality and Security Amendment, Producer's Appointment Application, the Compensation/Product Schedules and all amendments, attachments and addenda to this Agreement constitute the entire agreement between the parties regarding the Products sold under this Agreement and supersede and replace any previous agreements between the parties relating to the subject matter herein.
 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 the principles of conflicts of law of that State or any other state. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to the principles of conflicts of law of that State or any other state.
 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. 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. Amendment. Except for Compensation/Product Schedules, Confidentiality and Security Amendments and other amendments or addenda to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or addendum to this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Security Amendments and other amendments or addenda 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. Assignment. No assignment of this Agreement or any compensation payable hereunder shall be valid unless approved in writing by an Authorized Representative.
 10. Survival. Producer's appointment pursuant to Section B. of this Agreement shall immediately terminate on the Termination Date. Except for Section D.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
 11. Beneficiary. If Producer is an individual and entitled to compensation under this Agreement, Producer shall designate a beneficiary for payment of any compensation under this Agreement becoming due after Producer's death. Such beneficiary shall be designated by written notice delivered to and recorded by Company.
 12. Headings. All section or other headings contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
 13. Counterparts. 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.
- L. 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 or compensation schedule that (a) specifies the amounts and conditions under which commissions or other compensation will be due and payable to Producer or other appropriate individual or organization for any Product, and (b) is made a part of this Agreement.
 3. "Indebtedness" means any amounts owed by Producer to Company, including but not limited to (a) the chargeback of any compensation paid to Producer under this or any other agreement, if the monies on which such compensation was based are not collected or are returned or refunded by Company, (b) any advances made by Company to Producer, (c) any expenses incurred by Company on behalf of Producer, and (d) any amount paid by Company which, in its determination, resulted from fraud, misrepresentation or other improper conduct by Producer.
 4. "Product" means any insurance policy, contract (including, without limitation, an administrative services contract), or other offering identified in any Compensation/Product Schedule.
 5. "Termination Date" means the later to occur of (a) the date on which Producer or Company sends written notice of termination to the other party, or (b) the date specified by Producer or Company in a written notice of termination to the other party.

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PRODUCER AGREEMENT

MUTUAL OF OMAHA INSURANCE COMPANY UNITED OF OMAHA LIFE INSURANCE COMPANY
By: _____
Name: _____
Title: _____
Date: _____

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



PRODUCER AGREEMENT

MUTUAL OF OMAHA INSURANCE COMPANY COMPANION LIFE INSURANCE COMPANY
By: _____
Name: _____
Title: _____
Date: _____

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

CONFIDENTIALITY AND SECURITY AMENDMENT
PRODUCER AGREEMENT

This Confidentiality and Security Amendment (this "Amendment") is made part of and incorporated into the Producer Agreement between Producer and Company ("Agreement") and is effective on the later of March 1, 2011 or the effective date of the Agreement. This Amendment revokes and replaces in its entirety any prior Confidentiality and Privacy Amendment made a part of and incorporated into the Agreement. To the extent any provisions of the Agreement conflict with or are inconsistent with any provisions of this Amendment, the provisions of this Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

1. Definitions. Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Agreement.
 - (a) "Business Information" means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the Company. Business Information does not include (i) information similar to Business Information which is independently owned and developed by Producer or (ii) information relating to direct or indirect compensation payable, paid or provided to Producer under the Agreement.
 - (b) "Confidential Information" means Business Information and Personal Information.
 - (c) "HIPAA Privacy and Security Rules" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164 and the Security Standards at 45 CFR part 160, part 162 and part 164, as may be amended from time to time.
 - (d) "Information Security Breach" means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
 - (e) "Personal Information" means a first name or initial and last name in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past or present physical and mental health condition and treatment, debt status or history, income and other similar individually identifiable personal information which is not publicly available. The term "Personal Information" includes, but is not limited to, Protected Health Information.
 - (f) "Protected Health Information" shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
 - (g) "Representatives" means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of Producer.
 - (h) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information in, or interference with system operation in, an electronic information system containing Confidential Information.
2. Producer's Obligations Regarding Confidential Information.
 - (a) Confidentiality. Producer agrees to retain all Confidential Information in strict confidence. Producer will not use, disclose, transmit, store or transport Confidential Information except for purposes related to Producer's performance of obligations under the Agreement. Producer is responsible to Company for any Information Security Breach by its Representatives.
 - (b) Reporting Unauthorized Use, Disclosure or Information Security Breach. Producer agrees to report each of the following to Company:
 - (i) any use, disclosure or Information Security Breach of Confidential Information not authorized or provided for by the Agreement; and
 - (ii) any successful Security Incident of which it becomes aware.Any report made pursuant to this Section (2)(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that Producer becomes aware of such unauthorized use, disclosure, Information Security Breach or successful Security Incident. Producer shall take action(s) requested by Company to mitigate any such unauthorized use, disclosure, Information Security Breach or Security Incident.
 - (c) Return of Confidential Information. Producer will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if the Producer is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the expiration of the Producer's record retention requirements. Upon written request of Company, the destruction or return of the Confidential Information shall be confirmed in writing. If the return or destruction of the Confidential Information is not feasible, the protections of the Agreement shall be extended for so long as Producer maintains the Confidential Information. Producer's use and disclosure of such Confidential Information shall be limited to those purposes that make the return or destruction of the Confidential Information not feasible.
 - (d) Disposal of Confidential Information. Producer agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.
3. Permitted Uses and Disclosures of Confidential Information by Producer. Unless otherwise prohibited by the Agreement, this Amendment or state or federal laws or regulations, Producer may use, disclose, transmit, store and transport Confidential Information:
 - (a) for the proper management and administration of Producer's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or Producer obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person;
 - (b) to carry out the legal responsibilities of Producer; and
 - (c) to its Representatives if the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby.
4. Producer's Additional Obligations Regarding Protected Health Information. Producer agrees as follows:
 - (a) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Company.
 - (b) at the request of and in the time and manner designated by Company, to provide access to Protected Health Information to Company or, as directed by Company, to an individual in order to meet the requirements of the HIPAA Privacy and Security Rules.
 - (c) to make any amendment(s) to Protected Health Information that the Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by the Company.
 - (d) to document any disclosure of Protected Health Information and, upon request in the time and manner designated by Company, make any information about the disclosure of Protected Health Information available to Company in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules.
 - (e) to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining the Company's compliance with the HIPAA Privacy and Security Rules.
 - (f) upon written request of Company, provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.
5. General Security Requirements. When storing Confidential Information, Producer shall comply with the following requirements:
 - (a) Producer shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, shall have the following elements:

- (i) Secure user authentication protocols that include:
 - (A) control of user IDs and other identifiers;
 - (B) a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - (C) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - (D) restricting access to active users and active user accounts only;
 - (E) blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
 - (F) prohibitions against sharing or migrating access privileges to another individual; and
 - (G) assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.
- (ii) Secure access control measures that:

- (A) restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
- (B) assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.

(b) To the extent technically feasible, Producer will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.

(c) Producer will monitor systems for unauthorized use of or access to Confidential Information.

(d) Producer will encrypt all Confidential Information stored on laptops or other portable devices.

(e) For files containing Confidential Information on a system that is connected to the Internet, Producer will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.

(f) Producer will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

(g) Producer will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:

(i) Producer will designate one or more employees to maintain the comprehensive information security program.

(ii) Producer will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.

(iii) Producer will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.

(iv) Producer will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.

(v) Producer will have processes in place to prevent terminated employees from accessing records containing Confidential Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

6. PCI-DSS Requirements. Producer will not store any credit or debit card data. If Producer transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, Producer will employ safeguards that comply with the Company's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time, or otherwise protect the data by adequately securing its transmission.

7. General Provisions.

(a) Compliance with Laws. Producer shall comply with its obligations under the Agreement, this Amendment and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.

(b) Amendment. This Amendment shall be amended to conform to any legal requirements that result from any changes, revisions or replacements of any applicable state or federal law or regulation as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Amendment in its sole discretion upon notice to Producer without the consent of Producer. In the event of a conflict between the requirements of this Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.

(c) Disclosures Required By Law or a Governmental Authority. If Producer is required to disclose Confidential Information in response to legal process or a governmental authority, Producer shall immediately notify Company and, upon request, cooperate with Company in connection with obtaining a protective order. Producer shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment shall be accorded such Confidential Information.

(d) Survival. The respective rights and obligations of Producer under this Amendment shall survive the termination of the Agreement.

(e) Cost of an Information Security Breach. Producer shall be responsible for the costs associated with an Information Security Breach that results from the failure of Producer's information security program or Producer's failure to comply with federal or state laws. Producer will cooperate with Company to mitigate any damages that may result.

(f) Termination for Violation of this Amendment. Company may terminate the Agreement, effective immediately upon notice to Producer, if Producer has violated the terms of this Amendment.