



Humana Agent and Agency Applications and Producer Contract ("Contract")

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To expedite the contracting application process, please follow the instructions below.

If you are completing this for yourself:

1. Complete the Agent Application on pages two through six.
2. Fill in your name, city and state on page two.
3. Complete and sign page six. (Signature stamps are not accepted.)
4. Send the Agent Application and the Contract in their entirety and all information requested by Humana to your Sales Market Office. Please note that all Agent Application and Contract pages must be completed and submitted for us to process the Agent Application and Contract.
5. A countersigned copy of the Contract can be retrieved from the Humana Agent Portal after your Contract has been activated.

If you are completing this for an agency:

1. Complete the Agency Application on pages seven through ten.
2. Fill in agency name, city and state on page seven.
3. Complete and sign page ten as the Officer. (Signature stamps are not accepted.)
4. Send the Agency Application and the Contract in their entirety and all other information requested by Humana to your Sales Market Office. Please note that all Agency Application and Contract pages must be completed and submitted for us to process the Agency Application and Contract.
5. A countersigned copy of the Contract can be retrieved from the Humana Agent Portal after your Contract has been activated.

If you are submitting an Agency Application and Contract for an Agency that does not already have an agent contracted with Humana, an Agent Application and Contract must be submitted for at least one agent who Sells on behalf of the Agency.

Agent Application

All fields below are required and must be complete and legible

Agent Information

Social Security Number: _____

Full Legal Name (As name appears on your state insurance license)

LAST	FIRST	MIDDLE	SUFFIX
------	-------	--------	--------

Are you now or have you ever used any name other than shown above? ☐ Yes ☐ No

If yes, list names, dates and reason used: _____

Sex: _____ Date of Birth: _____

Primary Phone: _____

Secondary Phone: _____

Fax: _____

Business Address

(For mailing purposes only)

Agency Name: _____

Street: _____ PO Box: _____

City: _____ State: _____ ZIP: _____ County: _____

Shipping Address (must be street address)

(For mailing purposes only)

Same as Business Address ☐ Yes ☐ No

Agency Name: _____

Street: _____ PO Box: _____

City: _____ State: _____ ZIP: _____ County: _____

Resident Address

Street: _____ PO Box: _____

City: _____ State: _____ ZIP: _____ County: _____

Email Address

Website Address(es)

Please list all Website addresses and any lead aggregator sites where you currently or intend to Market or Sell Products in any way: _____

or ☐ I do not currently have nor do I intend to have a Website where I market or Sell Products.

NOTE: All Website use must comply with the terms and conditions of the Humana Producer Contract ("Contract").

Compensation Payments

If directing your Compensation to an agency, complete the Agent Business Transferal Form (Appendix, page 48).

Note that an additional Agency Application and Contract will need to be completed, if the agency is not currently contracted.

Direct Deposit

If you are not directing your Compensation to an agency, you must sign up for Direct Deposit of your Compensation. Please complete the Direct Deposit form (Appendix, page 49).

AGENT BACKGROUND INFORMATION

List your occupation/employment history information in the fields below for the past five years, most recent first. Include full and part-time work, self-employment, military service, unemployment and full-time education.

FROM Mo/Yr	TO Mo/Yr	EMPLOYER NAME/ADDRESS	DUTIES	REASON FOR LEAVING

AGENT BACKGROUND QUESTIONS

I. Criminal Background Information

A. Are there any criminal charges pending against you? ☐Yes ☐No

B. Have you ever been convicted of or pleaded guilty or no contest to any felony, misdemeanor, or any other violation of law other than minor traffic offenses? If yes, provide complete information and attach copy of court order. ☐Yes ☐No

II. Department of Insurance, Centers for Medicare & Medicaid Services, and other Insurance Industry Background Information

- A. Have you ever been the subject of any investigation or proceeding by any insurance department? ☐Yes ☐No
- B. Have you ever had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)? ☐Yes ☐No
- C. Have you ever been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry? ☐Yes ☐No
- D. Have you ever committed or been found to have committed any insurance unfair trade practice(s) or act(s) of fraud by any insurance department or by any party in the insurance industry? ☐Yes ☐No
- E. Have you ever provided or been found to have provided incorrect, misleading, incomplete, or materially untrue information in an agent licensing application or agent contract? ☐Yes ☐No
- F. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency, including but not limited to Centers for Medicare & Medicaid Services? ☐Yes ☐No
- G. Have you ever been denied a license to sell insurance or membership in any organization or had a license suspended, revoked, or not renewed by any insurance department? ☐Yes ☐No
- H. Have you ever withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license? ☐Yes ☐No
- I. Have you ever been excluded, debarred, or otherwise determined ineligible for participation in federal health care programs, including but not limited to Medicare and Medicaid? ☐Yes ☐No
- J. Are you aware of actions that could result in your exclusion, debarment, or otherwise ineligibility for participation in federal health care programs, including but not limited to Medicare and Medicaid? ☐Yes ☐No

III. Credit / Financial History Information

- A. Have you ever filed for bankruptcy? ☐Yes ☐No
- B. Are you or have you ever been, involved in any civil litigation, foreclosures, or had your salary attached or had any liens or judgments outstanding against you? ☐Yes ☐No
- C. Have you ever failed to pay state or federal taxes or comply with any administrative or court order directing payment of state or federal taxes? ☐Yes ☐No

IV. Information about Other Companies

- A. Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? ☐Yes ☐No
- B. Are you presently indebted to any insurer, any insurance company, marketing organization, managing general agent, or individual for any premiums collected or monies advanced? ☐Yes ☐No

- C. Have you been denied a bond or application for errors and omissions insurance coverage with any company? ☐Yes ☐No
- D. Have you ever been denied an appointment with any insurance company? ☐Yes ☐No
- E. Have you ever been terminated for cause by any insurance company? ☐Yes ☐No

V. Legal Proceedings

- A. Have you ever been named a party in any lawsuit? ☐Yes ☐No
- B. Have you ever failed to comply with an administrative or court order imposing a child support obligation? ☐Yes ☐No

VI. Other Information

- A. Are you an officer or employee of a lending institution, public utility, bank holding company, savings and loan holding company, or a subsidiary or affiliate of the foregoing? ☐Yes ☐No
- B. Have you had your driver's license revoked within the past three years? ☐Yes ☐No
- C. Have you ever been or are you currently listed or otherwise identified as a sex offender in any jurisdiction? ☐Yes ☐No
- D. Do you have any other information related to criminal actions, insurance-related misconduct, credit history, financial history, reputation, qualifications, background, experience, moral character, acts of dishonesty, breach of trust, etc., that was not covered by any of the above questions? ☐Yes ☐No

For any "Yes" answers, please attach a detailed explanation, including any related documentation.

Agent Application Terms and Conditions:

Capitalized terms used in this “Terms and Conditions” section are defined as set forth in Section 16 of the Contract.

I have thoroughly reviewed this and have completed it and answered all questions truthfully and accurately to the best of my knowledge and belief. I agree that I will not Sell Products offered by the Company until I receive notification from the Company that I am authorized to Sell Products offered by the Company and I have satisfied all the applicable requirements for the Products I intend to Sell, including but not limited to required Training, certification, licensing, appointment, execution of the Contract and all applicable requirements in such Contract or otherwise required by Applicable Laws. I understand and agree that any misrepresentations, misstatements, errors, or omissions that I submit on this Application may result in immediate cancellation of my appointment with the Company, termination of the Contract, and/or any further actions by the Company.

I understand that as part of its approval process and at any time throughout the term of my appointment and Contract with the Company and at the Company’s discretion, the Company may obtain a Background Report. I hereby authorize the Company and give my full consent for such reports and information to be obtained by the Company at any time after the Company’s receipt of this Application and throughout the term of my appointment and Contract with the Company. I fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout the term of my appointment and Contract.

I grant full authorization to the Company to communicate with me via phone, fax, email or any other electronic means at the numbers/addresses I have provided herein or at any numbers/addresses I subsequently provide to the Company. I understand that such communications may qualify as advertisements under Applicable Laws and I consent to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in a manner that satisfies the Notice requirements outlined in Section 10.2 of the Contract.

EXECUTED BY THE AGENT:

X

(Name- print or type)

X

(Authorized Signature)

X

(Date)

Agency Application

All fields below are required and must be complete and legible

Agency Information

Federal Tax ID #:

Agency Full Legal Name:

Is the Agency now using or has it ever used any name other than shown above? ☐ Yes ☐ No

If yes, list names, dates and reasons used: _____

Type of Entity (please check one):

☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

Business Address

(For mailing purposes only)

Agency Name:

Street:

PO Box:

City:

State:

ZIP:

County:

Primary Phone:

Secondary Phone:

Fax:

Shipping Address (must be street address)

(For mailing purposes only)

Same as Business Address ☐ Yes ☐ No

Agency Name:

Street:

PO Box:

City:

State:

ZIP:

County:

Email Address

Website Address(es)

Please list all Website addresses and any lead aggregator sites where the Agency currently or intends to Market or Sell Products in any way: _____

or ☐ the Agency does not currently have nor does the Agency intend to have a Website where the Agency Markets or Sells Products.

NOTE: All Website use must comply with the terms and conditions of the Humana Producer Contract ("Contract").

Agent Affiliation (Name of an agent you are working with)

Name:

Social Security Number:

Address:

AGENCY BACKGROUND QUESTIONS

For purposes of these background questions, "Agency" shall include principals, owners, partners, officers, managers, directors, and members of the Agency.

I. Criminal Background Information

- A. Are there any criminal charges pending against the Agency? ☐ Yes ☐ No
- B. Has the Agency ever been convicted of or pleaded guilty or no contest to any felony, misdemeanor, or any other violation of law? ☐ Yes ☐ No

If yes, provide complete information and attach copy of court order.

II. Department of Insurance, Centers for Medicare and Medicaid Services, and other Insurance Industry Background Information

- A. Has the Agency ever been the subject of any investigation or proceeding by any insurance department? ☐ Yes ☐ No
- B. Has the Agency ever had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)? ☐ Yes ☐ No
- C. Has the Agency ever been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry? ☐ Yes ☐ No
- D. Has the Agency ever committed or been found to have committed any insurance unfair trade practice(s) or act(s) of fraud by any insurance department or by any party in the insurance industry? ☐ Yes ☐ No
- E. Has the Agency ever provided or been found to have provided incorrect, misleading, incomplete, or materially untrue information in an agency licensing application or agency contract? ☐ Yes ☐ No
- F. Has the Agency ever had a complaint reported against the Agency (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency, including but not limited to Centers for Medicare & Medicaid Services? ☐ Yes ☐ No
- G. Has the Agency ever been denied a license to sell insurance or membership in any organization or had a license suspended, revoked, or not renewed by any insurance department? ☐ Yes ☐ No
- H. Has the Agency ever withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license? ☐ Yes ☐ No

- I. Has the Agency ever been excluded, debarred, or otherwise determined ineligible for participation in federal health care programs, including but not limited to Medicare and Medicaid? ☐Yes ☐No
- J. Is the Agency aware of actions that could result in the Agency's exclusion, debarment, or otherwise ineligibility for participation in federal health care programs, including but not limited to Medicare and Medicaid? ☐Yes ☐No

III. Credit / Financial History Information

- A. Has the Agency ever filed for bankruptcy? ☐Yes ☐No
- B. Is the Agency or has the Agency ever been, involved in any civil litigation, foreclosures, or had salary attached or had any liens or judgments outstanding against the Agency? ☐Yes ☐No
- C. Has the Agency ever failed to pay state or federal taxes or comply with any administrative or court order directing payment of state or federal taxes? ☐Yes ☐No

IV. Information about Other Companies

- A. Has the Agency or any business in which the Agency is or has an owner, principal, partner, officer, manager, director, or member ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct? ☐Yes ☐No
- B. Is the Agency presently indebted to any insurer, any insurance company, marketing organization, managing general agent, or individual for any premiums collected or monies advanced? ☐Yes ☐No
- C. Has the Agency been denied a bond or application for errors and omissions insurance coverage with any company? ☐Yes ☐No
- D. Has the Agency ever been denied an appointment with any insurance company? ☐Yes ☐No
- E. Has the Agency ever been terminated for cause by any insurance company? ☐Yes ☐No

V. Legal Proceedings

- A. Has the Agency ever been named a party in any lawsuit? ☐Yes ☐No

VI. Other Information

- A. Is there any information regarding the agency related to criminal actions, insurance-related misconduct, credit history, financial history, reputation, qualifications, background, experience, moral character, acts of dishonesty, breach of trust, etc., that was not covered by any of the above questions? ☐Yes ☐No

For any "Yes" answers, please attach a detailed explanation, including any related documentation.

Agency Application Terms and Conditions:

Capitalized terms used in this “Terms and Conditions” section are defined as set forth in Section 16 of the Contract.

I have thoroughly reviewed this Application and have completed it and answered all questions truthfully and accurately to the best of my knowledge and belief. I agree that the agency will not Sell Products offered by the Company until the agency receives notification from the Company that the agency is authorized to Sell Products offered by the Company and the agency has satisfied all the applicable requirements for the Products the agency intends to Sell, including but not limited to required Training, certification, licensing, appointment, execution of the Contract and all applicable requirements in such Contract or otherwise required by Applicable Laws. I understand and agree that any misrepresentations, misstatements, errors, or omissions that I submit on this Application may result in immediate cancellation of the agency’s appointment with the Company, termination of the Contract, and/or any further actions by the Company.

I understand that as part of its approval process and at any time throughout the term of the agency’s appointment and Contract with the Company and at the Company’s discretion, the Company may obtain a Background Report. I hereby authorize the Company and give my full consent for such reports and information to be obtained by the Company at any time after the Company’s receipt of this Application and throughout the term of the agency’s appointment and Contract with the Company. I fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout the term of the agency’s appointment and Contract.

I grant full authorization to the Company to communicate with the agency via phone, fax, email or any other electronic means at the numbers/addresses I have provided herein or at any numbers/addresses the agency subsequently provides to the Company. I understand that such communications may qualify as advertisements under Applicable Laws and the agency consents to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in a manner that satisfies the Notice requirements outlined in Section 10.2 of the Contract.

EXECUTED BY THE AGENT:

X

(Name- print or type)

X

(Authorized Signature)

X

(Date)

Humana Producer Contract

This Humana Producer Contract, including all amendments, exhibits, Company Policies, the Agent or Agency Application (“Application”), and Producer Partnership Plans (collectively, the “Contract”), is made and entered into between Humana Insurance Company, Humana Health Plan, Inc. and all of their insurer or health plan affiliates and subsidiaries except Kanawha Insurance Company (collectively, the “Company”) and

X

[INSERT AGENT OR AGENCY NAME], and all of its affiliates and subsidiaries (collectively, “Producer”). The Company and Producer also are referred to in this Contract individually and collectively, as the “Party” or “Parties.”

In consideration of the mutual promises, covenants and agreements stated in this Contract, and intending to be legally bound by this Contract, the Parties agree as follows:

SECTION 1. DEFINITIONS

1.1 Capitalized terms used in this Contract are defined as set forth in Section 16 unless defined elsewhere in the Contract.

SECTION 2. TERM OF THIS CONTRACT

2.1 This Contract begins on the Execution Date and continues until the Contract terminates in accordance with Section 13.

SECTION 3. ORDER OF PRECEDENCE

3.1 If the following parts of the Contract conflict, the order of precedence is listed below with “(A)” taking highest precedence and “(D)” taking lowest precedence:

- (A) Humana Producer Contract, including all amendments and exhibits;
- (B) The Application;
- (C) The applicable Producer Partnership Plan; and
- (D) Company Policies.

SECTION 4. RELATIONSHIP OF THE PARTIES

4.1 Agent or Agency of the Company. By entering into this Contract, Producer shall be deemed an agent or agency of the Company.

4.2 Independent Contractor. Producer shall perform services under this Contract at all times as an independent contractor of the Company and not as an employee, partner, joint venturer, officer, or associate of the Company. Nothing contained in this Contract shall be construed to create any relationship other than that of an independent contractor relationship. Producer is not the Company’s employee, and Producer assumes full responsibility for his acts. Unless otherwise specifically stated in this Contract, Producer is solely responsible for all duties and responsibilities that an independent contractor must perform, including payment of his expenses incurred in the performance of services under this Contract. Producer is not entitled to the provision of any of the Company’s employee benefits. Producer is solely responsible for payment of worker’s compensation, disability or other similar benefits, unemployment or other similar insurance and for withholding income or other similar taxes or social security for Producer and any Associates.

SECTION 5. AUTHORITY AND RESPONSIBILITY OF PRODUCER

5.1 Authorization. The Company authorizes Producer to act on the Company's behalf and represent the Company only to the extent permitted by this Contract and Applicable Laws. Producer accepts this authorization. Producer is not entitled to any rights or benefits under this Contract to the extent Producer acts in a capacity or manner not expressly authorized by this Contract or by the Company in writing, including acting on behalf of a Customer, such as a broker or Customer-paid consultant. Producer shall not Sell any Products until Producer has received notification from the Company that the Company has executed the Contract.

5.2 Responsibility. Producer shall perform services for and communicate with Customers on the Company's behalf in a manner satisfactory to the Company. After completion of the Company's underwriting assessment, Producer shall communicate and Sell any modified offers. Producer shall submit promptly to the Company any application for a Product. Producer acknowledges and understands that other duties outside of those expressed in this Contract may apply to Producer.

5.3 Licenses.

(A) Producer shall hold and maintain, in good standing, the appropriate resident or non-resident License for any Product that Producer is appointed to Sell.

(B) Producer shall immediately provide the Company Notice of (i) any expiration, termination, suspension, or any other action affecting a License and (ii) any disciplinary proceedings brought against Producer or against any Associate by a Regulatory Authority relating to any License issued.

(C) Producer shall provide the Company copies of all required Licenses upon the Company's request.

(D) All Licenses and License fees are the responsibility of Producer and not the Company.

(E) Producer certifies that (i) Associates hold and maintain the Licenses that are required under this Contract and (ii) Associates will be in compliance with all Applicable Laws at the time Associates Sell the Products.

5.4 Appointments. Producer shall not Sell a Product that requires a License to Sell unless he is properly appointed by the Company to Sell the Product. Producer will provide Notice immediately to the Company of any action affecting his appointment with the Company. The Company may terminate any of Producer's appointments at any time, in accordance with Applicable Laws.

5.5 Applicable Insurance. Producer shall purchase and maintain the following insurance coverages from an authorized insurance company throughout the term of this Contract:

(A) Worker's compensation insurance, as required by Applicable Laws; and

(B) Errors and omissions or professional liability coverage with limits of not less than \$1,000,000 in the aggregate and \$1,000,000 per occurrence.

If Producer is an Agency, then Producer also shall purchase and maintain the following insurance coverages from an authorized insurance company throughout the term of this Contract:

(C) Comprehensive general liability insurance with limits for bodily injury and property damage of not less than \$3,000,000 in the aggregate and \$1,000,000 per occurrence; and

(D) Employee theft & dishonesty or fidelity coverage for claims arising from fraudulent or dishonest acts by Producer or an Associate who is providing services under this Contract. This fidelity coverage shall have limits of not less than \$1,000,000 in the aggregate and per occurrence.

Producer shall purchase and maintain higher coverages other than those described in subsections 5.5(B), (C), and (D) if required by Applicable Laws. The insurance coverage described in Section 5.5 must include coverage for claims arising from Producer's or Associate's indemnified acts or Producer's or Associate's acts or omissions related in any way to this Contract.

Producer shall list the Company as a party to receive notice of cancellation by the insurance company providing the coverage outlined in subsections 5.5(B), (C), and (D). Producer also shall provide certificates of insurance to the Company, at the Company's request, throughout the term of this Contract. Producer shall not reduce or cancel the insurance coverage described in subsections 5.5(B), (C), and (D) unless Producer replaces such insurance by another qualified carrier without a lapse of coverage. Any changes in carriers for insurance coverage under subsection 5.5(B) must include a retroactive date covering any losses from the Execution Date of this Contract. The insurance coverage described in subsection 5.5(B) must be primary and noncontributory to any insurance maintained by the Company.

5.6 Bond. Producer shall furnish to the Company, upon its request, a fidelity bond in an amount and form satisfactory to the Company.

5.7 Products and Distribution Channels. Products offered are subject to change and not guaranteed. The Company is not required to authorize Producer to solicit applications for any specific Product or all of the Products; to participate in the sale or distribution of any third party products; or to Sell on or through any special forums or channels, including private exchanges or private marketplaces.

5.8 Minimum Production Standards. Producer shall Sell or renew enough Products to be eligible for at least \$500 in Compensation every calendar year and meet any other criteria that the Company may establish, modify and communicate to Producer, from time to time ("Minimum Production Standards"). If Producer fails to comply with and meet the Minimum Production Standards, the Company may (A) reduce Producer's Compensation by or require Producer to reimburse the Company for the Company's incurred or expected cost of all appointment fees for each state where Producer is appointed to represent the Company; (B) unilaterally amend this Contract to place Producer under inactive producer status; (C) terminate this Contract; or (D) take any other action or inaction permitted by Applicable Laws.

5.9 Unauthorized Collections. Producer shall not collect or authorize any other person or business entity, including vendors or third party administrators, to collect any premiums or payments on behalf of the Company, unless otherwise permitted in writing by the Company. Furthermore, Producer shall not endorse or present for collection any check, draft or other instrument made payable to the Company.

5.10 Authorized Collections. Notwithstanding Section 5.9, except for Individual Medicare, Individual Major Medical, Ancillary and Supplemental Products as defined in the Producer Partnership Plan, Producer may collect the initial payment for a policy or contract solicited by Producer; provided:

- (A) Producer receives and holds all payment in a fiduciary capacity for the benefit of the Company; and
- (B) The check is made payable to the Company.

5.11 Allegations. Producer shall provide Notice to the Company immediately of any Allegations he receives or becomes aware of and any facts relevant thereto. Producer shall cooperate fully with the Company and promptly respond to any requests for information related to an Allegation. Producer and any Associates shall be available, at no cost to the Company, to testify as witnesses or otherwise, in the event of demands, claims, litigation or the initiation of administrative proceedings against the Company, its directors, officers, employees, or agents that involve Producer or any Associates.

5.12 Compliance with the Law.

(A) Producer shall comply with all Applicable Laws and cooperate with the Company in the Company's efforts to comply with Applicable Laws.

(B) Any provision that is required to be in this Contract by any Applicable Laws but is not expressly set forth in this Contract is incorporated into this Contract by this reference. The incorporated provision binds both Parties only to the extent required by Applicable Laws.

(C) The Company's ability to perform its responsibilities and obligations under this Contract, including the payment of Compensation, may be impacted by Reform. In the event of Reform, the Company may modify this Contract to reflect any change resulting thereof by providing Notice to Producer. Reform will control the timing to implement such modification and the Notice will state the time for implementation.

(D) Producer is fully responsible for the actions and performance of Associates in connection with this Contract. The Company may, from time to time, notify Producer of Applicable Laws which may be applicable to Producer's activities or the activities of Associates. Producer shall communicate this information promptly to Associates, as appropriate. Producer is responsible for Associates' compliance with all Applicable Laws, regardless of whether the Company provided notification. Producer shall provide Notice immediately to the Company if he becomes aware that his actions or actions by Associates violate Applicable Laws, Company Policies, or the provisions of this Contract.

5.13 Compliance with HIPAA and Gramm-Leach-Bliley Act.

(A) Producer shall protect the privacy and confidentiality of personal and financial information regarding Customers and providers. Producer shall not disclose such information to anyone other than the Company. Producer shall not use, view, or attempt to obtain Company information that is not related to Producer's business with the Company.

(B) Producer shall comply with all Applicable Laws regarding the privacy and confidentiality of information of Customers and providers. Producer shall comply with all Company Policies related to privacy and confidentiality. Producer shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Gramm-Leach-Bliley Act of 1999, including any related regulations or amendments.

(C) Producer agrees to the terms and conditions of the HIPAA Business Associate Agreement ("BAA"), which is attached to this Contract as Exhibit A.

5.14 Compliance with Company Policies. Producer shall review and comply with all Company Policies. This provision does not alter the relationship of the Parties as provided in Sections 4.1 and 4.2 of this Contract.

5.15 Record Retention Requirements. Producer shall keep and hold regular and accurate Records. Producer shall preserve Records for at least ten (10) years, or a longer period if required by Applicable Laws.

5.16 Training. Producer shall not take any actions related to Selling Products for which Training is required until Producer completes all applicable Training to the satisfaction of the Company and the Company obtains from Producer all necessary Training certifications.

5.17 Identification Numbers. Producer shall only use acceptable individually identifiable writing number(s) issued or assigned to Producer within applicable Company documents and systems, which include: (A) the Humana Agent/Agency Number and (B) agent/agency number(s) assigned by state or federal authorities. Producer shall not knowingly permit any party to inappropriately use an individually identifiable writing number issued or assigned to Producer.

5.18 Professional Conduct. Producer shall conduct himself with professionalism, integrity, and in a manner that would not adversely affect the business or reputation of Producer or the Company. Producer shall respect the rights and reasonable requests of Customers at all times. Producer shall use best efforts to provide prompt and quality service to Customers. Producer also shall promote the interests of the Company as contemplated by this Contract and act in the best interest of the Company at all times. Producer shall not permit other interests, activities or responsibilities outside of this Contract to interfere with Producer's performance under this Contract.

5.19 Disparagement. Producer shall not make any disparaging or negative statements about the Company, the Company's officers, directors, and employees, or the Products.

5.20 Non-Solicitation. Producer shall not solicit or attempt to solicit, either directly or indirectly, any person employed by the Company, any of its subsidiaries, its parent corporation or a corporation with which the Company, directly or indirectly, shares a common parent, to leave such employment. This provision remains in effect for a period of two (2) years after the termination of this Contract.

5.21 Other Limitations of Authority. Producer shall not make, alter, modify or discharge any policy or contract; extend any provision of a policy or contract; extend the time for payments; waive any forfeiture; deliver any individual policy or contract unless the Customer at the time of delivery is eligible for coverage and insurable; incur liability or debts on behalf of the Company; withhold or convert to his own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company; or accept payments other than in current funds of the United States.

SECTION 6. COMPENSATION

6.1 Full Compensation. Unless otherwise specified in the Producer Partnership Plan or Company-issued marketing materials, the Agent of Record for a Product that was sold by Producer shall be entitled to Compensation for Producer's performance under this Contract; provided that, Producer has met his obligations, duties, and responsibilities under this Contract and the Company has processed the Customer's premium or payment for the Product (may not be applicable for certain or all Medicare Policies). The Company determines the manner by which, the timing, and frequency the Company will pay Compensation.

6.2 Acceptance of Compensation. Producer shall not accept Compensation unless Producer is the Agent of Record when premium or payments are processed by the Company (may not be applicable for certain or all Medicare Policies) and Producer has met all of the requirements listed in this Contract.

6.3 Payment upon Death or Legal Incapacity of Producer. Upon death or legal incapacity of Producer, the Company may pay Compensation to the executor or administrator of Producer's estate or to the assignee of Producer, as applicable, for a maximum period of six (6) months after the death or legal incapacity of Producer, unless payment of Compensation during this six (6) month period is not permitted by Applicable Laws. Notwithstanding the foregoing, the Company may pay Compensation to the Agent of Record for a Vested Commission Policy for more than six (6) months after Producer's death or legal incapacity.

6.4 Agent of Record Change.

(A) The Company may change an Agent of Record or deny a request to change an Agent of Record.

(B) Notwithstanding Section 6.4(A), if Producer is designated as the Agent of Record for a Vested Commission Policy, the Company will maintain Producer's designation as the Agent of Record; provided that, Producer is servicing such Vested Commission Policy in a manner satisfactory to the Company.

(i) If Producer is living and not legally incapacitated, Producer may request that the Agent of Record for a Vested Commission Policy be changed to a new Agent of Record who is licensed, appointed by, and contracted with the Company by:

- (a) Sending a letter to the Company on Producer's letterhead;
- (b) Sending an email to the Company; or
- (c) Executing an Agent Business Transferal Form, which is attached hereto as Appendix, page 48 and incorporated herein.

(ii) If Producer is deceased or legally incapacitated, prior to termination of the Contract, the executor or administrator of Producer's estate or the assign of Producer who has legal authority on behalf of the deceased or incapacitated Producer, may request that the Agent of Record for a Vested Commission Policy be changed to a new Agent of Record who is licensed, appointed by and contracted with the Company by sending a letter or email to the Company. Such letter or email must include evidence satisfactory to the Company in its sole discretion of the sender's legal authority to act on behalf of Producer or Producer's estate.

6.5 Modification of Compensation. Except for Vested Commission Policies in effect on or before August 1, 2010, the Company may modify, increase, reduce or discontinue all Compensation payable by the Company by providing Notice to Producer ("Modification"). The Modification shall take effect for non-Vested Commission Policies at the time specified in the Notice. The Modification shall take effect for Vested Commission Policies where the coverage effective date is on or after the date specified in the Notice. In no event will the Modification take effect prior to thirty (30) calendar days from the date the Company provides the Notice to Producer.

6.6 Method of Payment. Producer shall accept Compensation via Automated Clearing House (“ACH”) direct deposits or designate another producer who has a producer contract and an authorization agreement for direct deposit with the Company to accept Compensation via ACH direct deposits. Producer or Producer’s designate shall provide and maintain a valid account to which the Company may initiate ACH direct deposits (“Valid Account”). If Producer or Producer’s designate fails to provide or maintain a Valid Account, the Company may amend this Contract to establish and assign to Producer an inactive producer status pursuant to Section 11 of this Contract. If the Company assigns to Producer an inactive producer status because Producer or Producer’s designate has failed to provide or maintain a Valid Account and Producer or Producer’s designate later provides and maintains a Valid Account, any appointment fees thereafter required shall constitute an Indebtedness, unless prohibited by Applicable Law.

6.7 Delivery Fee for Paper Checks. If the Company remits payment to Producer via paper check, the Company may assess a reasonable delivery fee for the paper check, with the reasonableness of the fee to be determined by the Company. The Company may either separately invoice the delivery fee or apply the delivery fee as a reduction in the amount otherwise payable to Producer.

6.8 Payments to an Affinity Partner. If Producer affiliates with an Affinity Partner, the Affinity Partner shall become the Agent of Record for the Products for which Producer has affiliated. The Company shall pay all Compensation for business written on or after the affiliation date directly to the Affinity Partner.

6.9 Indebtedness.

(A) The Company may deem an Indebtedness due and payable in full or in part at any time.

(B) Producer is responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from Producer of any Indebtedness.

(C) Producer grants to the Company a first security interest in all Compensation to secure any Indebtedness. The Company may reduce any outstanding Indebtedness at any time by applying Compensation or any other monies payable to Producer by the Company or by a third party administrator with which the Company has contracted to pay Producer.

(D) The Company may refer any Indebtedness to a collection agency.

6.10 Other Compensation Terms and Conditions. The Producer Partnership Plan sets forth other Compensation terms and conditions. Producer shall comply with the Compensation terms and conditions in the Producer Partnership Plan.

SECTION 7. MARKETING AND ADVERTISING

7.1 Company Content and Advertising. Producer shall use Company Content and Advertising only in connection with his performance under this Contract and in the manner approved by the Company. Unless the Company provides prior written approval, Producer shall not:

(A) Use, disseminate, publish, or otherwise make public, in whole or in part, modified or unmodified, the Company Content, Expired Content, or Advertising in any Media Outlets;

(B) Alter or modify any Company Content or Advertising; or

(C) Reproduce any Company Content or programs on Producer’s Website.

7.2 Marketing and Advertising on Websites. The Company may authorize Producer to Market or Sell the Products on Websites. Producer shall not Market or Sell Products on a Website or create an electronic link to the Company’s Website without first obtaining authorization from the Company. Producer shall comply with a Website’s rules, terms and conditions of use in connection with Producer’s performance under this Contract.

7.3 References to Company. Producer shall not use or reference the Company or the name of the Company’s associates, principals, partners, shareholders, directors, officers or employees in any Media Outlets without

prior written approval of the Company. Producer shall obtain the Company's prior written approval in each circumstance and for each such use or reference.

7.4 Search Engine Marketing. Producer shall not bid on or otherwise acquire or take partial or full ownership or title to any of the Company's branded terms for search engine marketing purposes without the prior written approval of the Company. Producer shall not employ any black hat search engine optimization techniques or similar techniques directed against the Company.

7.5 Representation of Company Products. Producer shall fully and accurately represent to all Customers the terms and conditions, including limitations and exclusions, of the Products. Producer's representations regarding the Products must be consistent with the Company's marketing materials, certificates of insurance, subscriber and group contracts, insurance policies and benefit plans. Producer shall present and Sell the Products in an accurate manner. Producer shall not make false, misleading, inaccurate, half-true, or exaggerated statements to Customers regarding the Products.

7.6 Advertising Communications. The Company's use of Contact Information or other communications to Producer may qualify as advertisements under Applicable Laws, including the CAN-SPAM Act and the Telephone Consumer Protection Act, 47 U.S.C. § 227. Producer consents to receive such communications and advertisements from the Company. Producer's consent remains effective until Producer withdraws Producer's consent in writing and the Company receives Producer's withdrawal. Producer shall not seek damages, file a claim of any sort or become a member of any class action against the Company regarding any such communication or advertisement.

7.7 Marketing of Medicare Policies. Unless authorized by the Company in writing and Producer has met any requirements imposed by the Centers for Medicare and Medicaid Services, the Company, or Applicable Laws, Producer shall not Market or Sell Medicare Policies.

7.8 Marketing of Qualified Health Plans. Until Producer has met any requirements imposed by an Exchange and Producer has provided and the Company has received proof of completed Exchange requirements including training certificates, user identifications and any other items required by Company Policies, if any, or Applicable Laws, for any Qualified Health Plan of the Company offered through an Exchange, Producer shall not Market or Sell Products on the Exchange.

SECTION 8. CONFIDENTIAL INFORMATION AND SECURITY

8.1 Unauthorized Use of Confidential Information.

(A) Producer shall not use Confidential Information for any purpose other than as required for Producer to perform his duties, responsibilities, and obligations under this Contract. Producer shall use Confidential Information only in the manner provided by this Contract. Producer shall not disclose Confidential Information to any person or entity without the prior written consent of the Company, except as required under Applicable Laws.

(B) Except as provided in this Contract, Producer shall not, directly or indirectly, disclose, sell or otherwise transfer or make available Confidential Information to any third party or use Confidential Information for any other purpose.

(C) Producer shall not use any Confidential Information to directly or indirectly compete with the Company or to assist any competitor of the Company to compete with the Company during the term of this Contract or at any time after the Contract terminates.

8.2 Surrender of Confidential Information. Producer shall return or destroy all copies of Confidential Information immediately upon request of the Company or upon termination of this Contract.

8.3 Access to Confidential Information. The Company may provide Producer access to Confidential Information in various formats, including written or through a computer, the Internet, or other electronic equipment. Producer shall maintain the security and integrity of Confidential Information and data systems and

shall not disseminate it. If the Company determines that Producer has disseminated Confidential Information or has not maintained the security and integrity of the Company's data systems, Producer waives any objections to the entry of a temporary restraining order or injunction against Producer related to protection of Confidential Information and data systems and agrees to entry of such a temporary restraining order or preliminary injunction with costs and fees incurred in securing the temporary restraining order or preliminary injunction to be borne by Producer.

Both Parties acknowledge that Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of Confidential Information would destroy or diminish the value of such information. The damages to the disclosing party that would result from the unauthorized dissemination of Confidential Information would be impossible to calculate. Therefore, both Parties hereby agree that the disclosing party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The disclosing party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

8.4 Company Property. The Company owns the Records, books, rate manuals, forms, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, other supplies and similar property which (A) the Company provides to Producer or (B) Producer produces at the Company's expense or based on the Company's Confidential Information ("Company Property"). Producer shall deliver Company Property to the Company promptly after Producer finishes using Company Property, upon termination of this Contract, and at any time upon the Company's request. Producer shall use Company Property only to perform his duties under this Contract.

SECTION 9. BACKGROUND INFORMATION

9.1 Prohibited Insurance Agents and Agencies. Producer attests that he and his Associates are not excluded from engaging in the business of insurance pursuant to the (A) Violent Crime Control and Law Enforcement Act, (B) Office of Foreign Assets Control's Specialty Designated and Nationals Blocked Persons List, (C) Office of Inspector General's Exclusion List, (D) General Services Administration's Excluded Parties List, and (E) any other Applicable Laws concerning participation in the business of insurance commerce. Producer acknowledges an understanding that certain Applicable Laws place limitations on convicted felons, suspected terrorists and terrorist organizations, and other individuals and organizations with a history of unethical behavior from participating in the insurance industry.

9.2 Application Attestation. Producer has thoroughly reviewed the Application. Producer has completed all parts of the Application, including the Agent or Agency Background Questions. Producer has answered all questions truthfully and accurately to the best of his knowledge and belief. If Producer makes any misrepresentations, misstatements, errors, or omissions when he submits the Application or enters into this Contract, the Company may: (A) cancel Producer's appointment with the Company immediately; (B) terminate this Contract; or (C) take any other actions permitted by Applicable Laws.

9.3 Background Reports. The Company may obtain Background Reports from any outside organization, in any manner and form: (A) at any time during the Application approval process; (B) throughout the term of Producer's appointment with the Company; and (C) throughout the term of this Contract. Producer shall cooperate fully with the Company in obtaining Background Reports and comply with all Company Policies related to Background Reports.

9.4 Release of Background Information. Producer authorizes all government agencies or authorities, state departments of motor vehicles, corporations, companies, educational institutions, persons, law enforcement agencies, licensing boards, criminal, civil and federal courts, and employers to disclose information they may have about Producer to the Company, and Producer releases such entities from any liability and responsibility for doing so.

9.5 Representation Changes. Producer shall provide immediate Notice to the Company of any Representation Change. Producer shall comply with all Applicable Laws related to Background Reports, disclosures, and character and fitness requirements related to Producer's performance under this Contract.

9.6 Truthfulness of Representations. Producer attests to the best of his knowledge and belief that no Representations made to the Company render Producer unfit to be an agent or agency, transact insurance, or otherwise be disqualified by any Regulatory Authority. Producer shall contact the Department of Insurance where he is licensed, in writing, immediately if he has concerns about his ability to legally act as an agent or agency or transact insurance. Producer shall provide a copy of such correspondence to the Company simultaneously.

SECTION 10. NOTICE

10.1 Notice to Producer. Notice is deemed sufficiently given upon actual receipt by Producer if delivered in person. If not delivered in person, Notice is deemed sufficiently given on the date the Company mails, emails, or faxes Notice to Producer using any form of Contact Information or posts Notice to the Company's self-service website.

10.2 Notice to the Company. Any Notices, requests, demands or other communications required or permitted under this Contract from Producer to the Company are deemed sufficiently given upon actual receipt by the Company upon the date Producer mails or emails Notice to the Company at the following address:

Humana
Attn: Agency Management
500 W. Main Street
Louisville, KY 40202
agencymgt@humana.com

SECTION 11. INACTIVE PRODUCER STATUS

11.1 In lieu of termination, the Company may amend the Contract to change Producer's status to inactive. Producer shall not act as a producer of the Company while the inactive status amendment is in effect, except that Producer, to the extent permitted by Applicable Laws, may perform those acts specifically set forth in the inactive status amendment.

SECTION 12. SUSPENSION PENDING INVESTIGATION

12.1 If the Company becomes aware of Allegations, the Company may suspend Producer's authority and rights under this Contract pending the Company's final outcome of an investigation of such Allegations. While a suspension is in effect, Producer shall not Sell the Products on behalf of the Company or receive Compensation on any Products sold, but the Company shall continue to pay Compensation in accordance with the provisions of this Contract on Producer's existing business submitted before the date of the suspension. The Company may initiate a corrective action, counseling, re-training, or any other remediation effort if the Company determines Producer has violated this Contract.

SECTION 13. TERMINATION

13.1 Without Cause Termination.

(A) Either Party may terminate this Contract without cause upon at least thirty (30) calendar days prior Notice to the other Party, unless Applicable Laws require a longer period of Notice. A without cause termination is effective thirty (30) calendar days after the date on which the Party receives Notice or on the date specified in the Notice if later.

(B) If this Contract is terminated without cause and the Company subsequently finds that cause existed or a post-termination occurrence would have given rise to a termination for cause had the Contract been in force, the Company may elect to change the status of the termination to a for cause termination.

13.2 For Cause Termination. The Company may terminate this Contract without Notice at any time for cause, which may include the following, as determined by the Company in its sole discretion:

(A) Producer or any Associate commits or attempts to commit a fraudulent, illegal or dishonest act.

(B) Producer or any Associate fails to uphold his duties, responsibilities, and obligations under this Contract or breaches or attempts to breach this Contract, and the Company deems the breach or attempted breach to be material.

(C) Producer or any Associate makes or attempts to make a material misrepresentation or omission in the Application or Contract.

(D) Producer or any Associate violates any Applicable Laws or Company Policies.

(E) Producer's or any Associate's License is terminated, revoked, not maintained, not renewed in any jurisdiction, or otherwise negatively affected.

(F) A Regulatory Authority disciplines or sanctions Producer or any Associate.

(G) Producer or any Associate is convicted of any crime aside from minor traffic violations.

(H) Producer or any Associate fails to repay any Indebtedness due to the Company in full upon demand by the Company.

(I) Producer or any Associate Sells any Product while in inactive status.

(J) The Company obtains information which makes the Company believe Producer is unfit to be an agent or agency, engage in the insurance business, or meet the standards of any Regulatory Authority.

(K) Producer violates Sections 7.7 or 7.8 of this Contract.

13.3 Termination upon Death or Dissolution.

(A) If Producer is a natural person, this Contract will terminate on the date of the death of Producer or if Compensation is paid after the date of the death of Producer pursuant to Section 6.3, this Contract will terminate on the date of the final commission payment by the Company.

(B) If Producer is not a natural person, this Contract will terminate on the date of Producer's dissolution.

13.4 Effect of Termination. Effective on the termination date of this Contract:

(A) Producer will be terminated as the Agent of Record or writing agent for any policies Producer has with the Company;

(B) The Company will use best efforts to terminate state appointments with applicable Regulatory Authorities; and

(C) If either Party terminates the Contract pursuant to Section 13.1, Producer will no longer earn any Compensation and the Agent of Record will not be entitled to any Compensation Producer would have earned, but for the termination; or

(D) If the Company terminates the Contract pursuant to Section 13.2, at the option of the Company, Producer forfeits all Compensation which may be due as of the termination date or that becomes due after the termination date.

SECTION 14. POST TERMINATION OBLIGATIONS AND RIGHTS

14.1 Post Termination Rights. Unless otherwise stated in this Contract, upon termination of this Contract, Producer and any Associate shall have no further rights under this Contract.

14.2 Appeal Rights. Producer has no appeal rights regarding terminations under this Contract unless otherwise permitted by Applicable Laws.

14.3 Transition of Services. Producer shall immediately cease all services to Customers upon Notice of termination from either Party to the other. Upon Notice of termination, the Company immediately assumes responsibility for all contact and policy matters as it relates to the Company's business, including the delivery of renewals and alternate quotes. Producer shall provide reasonable assistance to the Company to transition control of the business from Producer to the Company and Producer shall direct all inquiries from Customers regarding the Products to the Company.

14.4 Post Termination Survivability.

(A) Upon Notice of termination and following the termination of this Contract:

(i) Producer shall continue to act in accordance with Applicable Laws; and

(ii) Producer shall continue to act in accordance with any provisions of this Contract that are intended to survive, including but not limited to Sections 5.13, 5.19, 6.5, 8.1(C), and 15.8. Without limiting the foregoing, Producer shall refrain from using or disclosing member names and contact information, as well as all other Protected Health Information, as defined in the BAA.

(B) The Parties' respective rights and obligations under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, survive termination of this Contract.

SECTION 15. GENERAL PROVISIONS

15.1 Communication Method. The Company may communicate with Producer through any form of Contact Information.

15.2 Audits.

(A) The Company or its independent third party consultant may audit, inspect or copy any Records maintained or held by Producer relating to Producer's performance under this Contract at any time, including sixty (60) calendar days after termination of this Contract. Producer shall cooperate fully with any request by the Company or any Regulatory Authority to audit the Records. The Company may make copies of or take extracts from the Records as it may deem necessary at any time.

(B) Producer shall permit access by the Department of Health and Human Services and/or the Office of the Inspector General or their designees to evaluate through audit, inspection, or other means and have access to Producer's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to the Company's obligations as a Qualified Health Plan issuer and/or Medicare plan sponsor for a period of ten years after the termination date of this Contract. Nothing in this Section should be construed to conflict with 45 C.F.R. § 156.340(b)(4) or 42 C.F.R. § 422.504(d), which are incorporated by reference.

15.3 Customer Relationships. The Company owns the relationship with Customers and may contact a Customer at any time without providing Notice to Producer. Customer information shall be deemed property of the Company.

15.4 Underwriting.

(A) The Company may decline any Application for Coverage, decline to issue coverage for any proposed policy submitted by Producer, refuse to renew any coverage, withdraw any policy or contract form, or return directly to Customers any payments submitted to the Company. For purposes of Section 15.4, "Application for Coverage" includes a group, individual or business application.

(B) The Company may require Producer to communicate verbatim underwriting decisions to a Customer. Producer shall not waive or make any underwriting determinations on behalf of the Company.

(C) The Company may provide quotes or issue coverage with different premium levels or amounts to different agents, agencies, individuals or entities for the same policy. The Company may base such decisions on information provided to the Company, Producer's status with the Company, and other factors the Company deems relevant. Any such discretion exercised by the Company as described in this Section 15.4(C) will be consistent with Applicable Laws.

15.5 Fees. The Company may require Producer to pay certain fees, including maintenance fees, service fees, appointment fees, processing fees, and costs, expenses, and fees associated with the Background Reports and related investigations. The Company may offset the cost of such fees by reducing Producer's Compensation. Furthermore, the Company may withhold any Compensation to which Producer is entitled under this Contract until Producer has paid all applicable fees. Unless otherwise provided in this Contract and to the extent permitted by Applicable Laws, Producer is responsible for all expenses, fees, and fines incurred in the performance of his obligations, duties, and responsibilities under this Contract.

15.6 Enrollment Applications. The Company is responsible for the form and content of applications. Producer shall use the most current state and Company-approved applications and may use his own enrollment application system only if approved in writing by the Company. Producer shall require a Customer to use any enrollment application system provided by the Company in lieu of paper-based applications whenever practical. The Company may review or reject any applications.

15.7 Indemnification.

(A) Producer shall indemnify, hold harmless and defend the Company and its respective officers, directors, and employees from and against any and all Claims.

(B) Producer shall reimburse the Company for the full amount of any and all Claims, including fines received from Regulatory Authorities, incurred by the Company, immediately upon Notice from the Company. The Company may deduct the full amount of such Claims from amounts otherwise owed by the Company to Producer and shall provide Producer with information supporting the amount of any such deductions taken under this provision.

(C) Producer shall provide Notice to the Company immediately of any events that may result in the Company's exercise of its right to indemnification under this Contract. The Company shall provide Notice to Producer of a Claim or other circumstances likely to give rise to a request for indemnification, upon the Company's knowledge thereof. If Producer has not assumed defense of a Claim within fifteen (15) days after receipt of Notice of the Claim by the Company, the Company may undertake the defense of the Claim on behalf of and at the risk and expense of Producer. Producer shall pay all costs and expenses associated with the Company's defense, including attorneys' fees and costs. Producer shall not compromise or settle any Claim without the prior written consent of the Company.

15.8 Assignment. Producer shall not assign or transfer any or all rights, title, interest, or any benefits accruing under this Contract, in whole or in part, without prior written consent of the Company. Consent by the Company to an assignment in one instance does not constitute consent by the Company to any other assignment. The Company may assign this Contract without the consent of Producer. Subject to the foregoing, any permitted assignees of the Parties are subject to all of the provisions of this Contract.

15.9 Waiver. Any failure by the Company to enforce any provision of this Contract is not (A) a waiver by the Company of the provision, (B) a waiver of the Company's right to later enforce all provisions of this Contract, or (C) an act of ratification or consent by the Company.

15.10 Severability. If any provision of this Contract is held or construed to be invalid, illegal or unenforceable ("Invalid Proviso"), the remaining provisions of this Contract shall be unaffected. The Company may draft a new provision to replace the Invalid Proviso that comes closest to the intention of the Parties underlying the Invalid Proviso. If any provision of this Contract is deemed excessively broad, including as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it to be enforceable consistent with Applicable Laws.

15.11 Force Majeure. No Party is liable for reasonable delay or failure in the performance of its contractual obligations arising from any event which is beyond its reasonable control. Upon such delay or failure affecting one Party, the Party claiming excusable delay shall provide Notice to the other Party and use all reasonable endeavors to cure or alleviate the obligations as soon as practicable. Regardless, in every case, the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Performance times under this Contract will be extended for a period of time equivalent to the time lost because of any excusable delay, but if any such delay lasts for a period of more than thirty (30) days after Notice, either Party may terminate this Contract immediately.

15.12 Limitation of Liability. The Company's liability, if any, for damages to Producer for any cause arising out of or related to this Contract, and regardless of the form of the action, is limited to Producer's actual damages. The Company shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind in law or equity whatsoever sustained as a result of a breach of this Contract or any action, inaction or alleged tortuous conduct or delay by the Company. Producer shall have no cause of action against the Company if the Company breaches a duty to a Customer.

15.13 Amendment. This Contract may only be amended by one of the following methods below:

- (A) Written Notice of the amendment from a duly authorized officer of the Company to Producer;
- (B) Mutual written agreement of the Parties; or
- (C) At any time as provided in Section 6.5.

15.14 Prior Contracts Superseded. This Contract constitutes the entire agreement between the Parties in connection with the subject matter herein. This Contract supersedes any and all prior Contracts or agreements between the Parties.

15.15 Counterparts. The Parties may execute this Contract in multiple counterparts, which will together constitute one agreement. Each counterpart must be an original.

15.16 Construction. In this Contract, (A) headings are for convenience only and must not be used in the interpretation of this Contract; (B) the words "including," "include" and other words of similar import are interpreted to mean by way of example and not limitation, and are deemed to be followed by the phrase "without limitation;" (C) the word "will" shall be construed to have the same meaning and effect as the word "shall;" (D) the words "third party" in any provision, unless otherwise specified, mean any person or entity that is not an affiliate of the Party or Parties being referred to; (E) meanings of defined terms are equally applicable to the singular and plural forms and the past, present, or future tense of the defined terms; (F) words importing any gender include the other gender; (G) reference to any law includes all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law, unless otherwise specified, as such law is amended, modified or supplemented from time to time; and (H) the word "may" when used solely in connection with the Company is deemed to be followed by the phrase "in its sole discretion". This Contract shall be construed without reference to any rule of law that provides that ambiguities in a contract are to be resolved against the drafter of the Contract.

15.17 Signature Delivery. A copy of an executed document that is signed by a person duly authorized, and delivered by means of facsimile or email of a portable document file format shall be treated as an original agreement or instrument. Receipt of such deliverable has the same binding legal effect as if it were the original signed version thereof delivered in person. The foregoing applies equally to this Contract and any amendments or other documents related to this Contract that require signature. At the request of the Company, Producer shall re-execute original forms thereof and deliver them to the Company. The means of delivery shall not render this Contract or any amendment unenforceable. Furthermore, any such document received through facsimile or email delivery shall be deemed an original.

15.18 Signature Authority. A person with signatory authority for Producer shall authorize and execute this Contract on behalf of Producer.

15.19 Nondiscrimination. Producer shall not discriminate against Customers based on race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status.

15.20 Non-exclusivity. This Contract is not exclusive and nothing in this Contract prevents the Company or Producer from entering into agreements with others for the same or similar services, including competitors of the Company or Producer.

15.21 Governing Law. The laws of the Commonwealth of Kentucky govern this Contract and any dispute between the Parties without regard to conflict of laws provisions.

15.22 Legal Proceedings. Producer shall not institute legal or administrative proceedings of any kind on behalf of the Company or any Customers in connection with any matter pertaining to business covered under this Contract. Producer shall provide Notice to the Company immediately in writing of the institution of any legal proceedings against Producer in connection with any matter pertaining to business covered under this Contract.

15.23 Dispute Resolution.

(A) Arbitration shall be the exclusive and binding method of dispute resolution. No claims, causes of action, lawsuits, or litigation shall be heard in a court of law other than to enforce an arbitration award.

(B) All disputes arising out of or in any way relating to the Contract or the business relationship of the Parties shall be addressed according to the following procedure:

(i) Producer shall provide Notice to the Company of any dispute within ten (10) business days of becoming aware of the occurrence giving rise to the claim and shall discuss the dispute and negotiate in good faith to resolve the dispute with the Company for a period of thirty (30) days.

(ii) Producer shall provide Notice to the Company of any Compensation dispute within eighteen (18) months from the date the Compensation is paid or would have been paid in the normal course of business and shall discuss the dispute and negotiate in good faith to resolve the dispute with the Company for a period of thirty (30) days. If Producer does not provide Notice to the Company of a Compensation dispute within eighteen (18) months from the date the Compensation is paid or would have been paid in the normal course of business, the Company's Compensation determination or Compensation payment shall be deemed correct.

(iii) Any dispute not finally resolved through negotiation or mediation shall be subject to arbitration. Producer must make any demand for arbitration of a Compensation dispute within twelve (12) months from the date Producer first provides Notice of the Compensation dispute to the Company. A demand for arbitration shall be made in writing and served on the opposing party and filed with the entity administering the arbitration. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA's then-current Commercial Arbitration Rules and any arbitration hearing shall take place in Louisville, Kentucky. The Parties will share equally the cost of the arbitration, including the fees and expenses of the arbitrator, except each Party will pay the fees and costs of its own attorneys, other professional advisors, and experts or other witnesses. The Parties may select a single arbitrator only upon the mutual agreement of the Parties. If the Parties are not able to agree upon the selection of an arbitrator within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitration administrator shall select the single arbitrator. The arbitrator may award damages only to the extent otherwise available under this Contract. The decision of the arbitrator shall be binding and conclusive on the Parties provided that the arbitration is conducted and the determination is made in accordance with the provisions of this Section. The arbitration proceedings and award shall be confidential unless disclosure is required by a court of law, including any disclosure required to enforce an arbitration award in a court of competent jurisdiction. If disclosure is required by a court of law, the Parties shall disclose only that portion of the arbitration proceedings or award which is legally required. Notwithstanding any other provision to the contrary, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the arbitration.

(C) CLASS ACTION WAIVER. Producer must bring any Claim in the Producer's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). There shall be no right or authority for any Claim to be arbitrated on a

Class Action basis or on bases involving any Claim brought in a purported representative capacity on behalf of the general public, other producers, or other persons or entities similarly situated. Producer expressly waives any ability to maintain any Class Action in any forum, including arbitration. The arbitrator shall not have the authority to combine or aggregate similar claims or conduct any Class Action nor make any award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable must be determined by a court of law.

SECTION 16. DEFINED TERMS

“Advertising” includes Websites, Social Media, paid search lead generation, call scripts, social media posts and content, blogs, messages, communications, printed and published material, descriptive literature, sales aids, circulars, leaflets, booklets, depictions, illustrations, business cards, stationery, envelopes, and form letters the Company or Producer transmits electronically, verbally, via facsimile or physically via newspapers, magazines, radio, television, telephone, billboards, email or the Internet describing the Company or the Products.

“Advertising File” means a complete file containing a copy of all Advertising that Producer printed, published, prepared, or otherwise used to Sell the Products.

“Affinity Partner” means an entity that has entered into a marketing and distribution agreement with the Company for Products covered by the Retail Producer Partnership Plan.

“Agency” means an individual or entity that is an Agent of Record for other producers.

“Agent of Record” means the individual or entity recognized by the Company as the agent of record.

“Allegations” means any allegations, inquiries, complaints, or Background Reports regarding Producer’s conduct or the conduct of Associates from Customers or Regulatory Authorities.

“Applicable Laws” means all federal, state, international, and local laws and regulations that are in force or that may be enacted after the Execution Date of this Contract and that are applicable to the Parties or that govern this Contract, including requirements for obtaining and maintaining Licenses, Compensation disclosure, anti-money laundering laws, telemarketing laws and “Do Not Call” rules.

“Application” means the Agent or Agency Application attached to this Contract and incorporated herein.

“Associates” means any of Producer’s applicable principals, owners, shareholders, directors, employees, contractors, agents or officers.

“BAA” means the HIPAA Business Associate Agreement attached to this Contract as Exhibit A and incorporated herein or the BAA that becomes in force after the Execution Date of this Contract and is incorporated herein.

“Background Reports” means a background check report or an investigative consumer report on Producer to confirm information including information regarding Producer’s character, general reputation, credit history, credit worthiness, personal characteristics, mode of living, criminal history, insurance licensing history, Office of Inspector General records and General Service Administrator excluded party records, information Producer submitted in the Application, and information in this Contract.

“Business Transferal Form” means the Business Transferal Form attached to this Contract as Appendix, page 48 or the Business Transferal Form attached to this Contract by the Company after the Execution Date of this Contract.

“Claims” means all claims, litigation, losses, liabilities, costs, damages and any other expenses, including, all attorneys’ fees and costs, arising out of, or in connection with, the act or omissions of Producer or its respective officers, directors, employees, agents, contractors, or servants, related to this Contract or incurred as a result of Producer’s breach of the provisions of this Contract, including any acts or omissions that violate Applicable Laws.

“Company Content” means the Company’s name, logo, trade secrets, Internet content, marks, domain names, promotional materials, product information materials, enrollment materials, contracts, any Confidential Information, or Customer information.

“Company Policies” means all of the Company’s policies, procedures, guidelines, codes of conduct, manuals, directions and rules now or hereafter to become in force that the Company provides or makes available to Producer to the extent they do not conflict with the provisions of this Contract.

“Compensation” means the commissions, bonuses, incentives, recognition programs, any other forms of remuneration, or anything of monetary value for which Producer is eligible for Selling or renewing the Products as set forth in the applicable Producer Partnership Plan or other applicable written documents the Company provides or makes available to Producer.

“Confidential Information” means the terms of this Contract, the Company Content, and any other proprietary, valuable, confidential, or unique information, including information on the Company’s mainframe, networks, LANs and workstations and all software, middleware, firmware, groupware and licensed internal code whether owned or licensed currently or in the future accessed by Producer by any direct or remote access method and also including any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of the Company or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities, or the collection of products provided by the Company under this Contract, whether furnished by the Company or obtained by Producer in a written format, verbally, electronic format or through the Internet or any other source. Confidential Information does not include (A) any information that is or becomes generally available to the public, other than as a result of a breach of this Contract, (B) any information that is lawfully obtained from a third party with the right to disclose such information, or (C) any information required to be disclosed under Applicable Laws.

“Contact Information” means the information Producer provides to the Company in the Application or this Contract or otherwise makes available to the Company now or after the Execution Date of this Contract, including phone numbers, mailing addresses, email addresses or facsimile numbers.

“Customers” means prospective, existing, or former groups, insureds, applicants, individuals who have been enrolled in the Products, policyholders, and other beneficiaries.

“Execution Date” means the date the Company signed the Contract.

“Exchange” has the same definition as set forth in 45 C.F.R. § 155.20.

“Expired Content” means Company Content or Advertising that is outdated, no longer true or accurate, expired, the Company no longer approves, or otherwise no longer current.

“Indebtedness” means an amount, as recorded by the Company, which was disbursed by the Company to Producer as (A) an advance or loan or extension of credit to Producer, (B) Compensation that the Company has now determined was not earned by Producer, or (C) Compensation that the Company or a Regulatory Authority has determined to be inconsistent with Applicable Law. If Producer submits a method of repayment to the

Company that is dishonored upon presentation or returned to the Company for any reason, the amount thereof constitutes an Indebtedness of Producer to the Company.

“Humana Agent/Agency Number” means the agent or agency identification number the Company assigns to Producer.

“License” means any license, document, certification, or registration required under Applicable Laws for Producer to act as an insurance producer, agent, or agency and to perform Producer’s duties under this Contract.

“Market” means to Advertise, solicit, or promote Products or otherwise exchange something of value for present or future benefit relating to the Sale of Products. It includes the following:

- (A) Referring potential applicants to the Company;
- (B) Engaging in sales activities of any type, including telemarketing, “cold-calling” or door-to-door solicitation;
- (C) Conducting any type of enrollment with prospective applicants;
- (D) Making, altering, or discharging the provisions of any Product;
- (E) Providing Product information or making representations on coverage eligibility or coverage benefits;
- (F) Quoting Product premiums, rates or policy values;
- (G) Collecting any premium or payment;
- (H) Circulating any Advertising material concerning any of the Products; and
- (I) Representing or attempting to bind the Company in any manner to any obligation.

“Media Outlets” means any printed or electronic Advertising, marketing, broadcast, public releases, Websites, Social Media, or any other paper or electronic media.

“Medicare Policies” include Company issued Medicare Advantage plans, Medicare Advantage Prescription Drug Plans, Medicare Prescription Drug Plans, and Medicare Supplement Products.

“Necessary Documents” means all documents necessary to process Customers’ applications or health benefits contracts, or other documents required by the Company.

“Notice” means the notices, requests, demands or other communications of the Parties that are required or permitted under this Contract.

“Producer Partnership Plans” means the Company produced documents, including appendices, which outline the rules and provisions regarding Compensation and establish the Compensation paid for the sale or renewal of the Products.

“Product” means products, plans, services, or insurance policies the Company designates and offers to Customers in those states where the Company is authorized to do business, which are listed in the Producer Partnership Plans or other written documents the Company provides to or makes available to Producer.

“Qualified Health Plan” has the same definition as set forth in 45 C.F.R. § 155.20.

“Records” means all records related to this Contract and the business of the Company and Producer or otherwise required by Applicable Laws, including books, accounts, records, documents, Notices, Advertising Files, Websites, Social Media and other material items pertaining to Producer’s transactions with Customers, providers, and the Company.

“Reform” means federal or state legislation or regulation reform. Reform may impact or modify the regulations, business practices, or the economic model under which the Company performs its obligations and responsibilities.

“Regulatory Authority” means any state or federal governmental authority which could claim jurisdictional authority over the matters contemplated in this Contract, including state and federal agencies, Departments of Insurance, Centers for Medicare & Medicaid Services and United States Department of Health and Human Services.

“Representation” means Producer’s verbal or written statement to the Company regarding Producer’s character, criminal history, records, competence, experience, credit, background, reputation, financial condition, financial history, or trustworthiness.

“Representation Change” means a change to any answer, attestation, declaration, information or response, including Contact Information, that Producer provided to the Company while completing Company documents, including the Application and this Contract. A Representation Change renders Producer’s prior representation invalid at the point of change.

“Sell” or “Selling” means the acts that Producer can only engage in if Producer has all required Licenses under Applicable Laws, including selling, soliciting, or negotiating as defined by applicable state licensing laws.

“Social Media” means any form of electronic communication whereby Producer, directly or indirectly, utilizes a Website forum or online community for networking, communicating, messaging, information sharing, or distribution of the Products or Company Content. Examples of Social Media include Facebook, Twitter, MySpace, Google+, Yahoo! Groups, and YouTube.

“Training” means all training the Company requires or requests to be completed; all training required under Applicable Laws for Producer to act as an insurance producer, agent, or agency; and all training needed for Producer to perform Producer’s duties under the Contract. “Training” includes the Company’s anti-money laundering training, which is to be completed at least once per year, if Producer Sells “covered products” as defined by anti-money laundering laws.

“Vested Commission Policy” means a policy identified in writing as a vested commission policy in a commission schedule issued by the Company or in the Producer Partnership Plan in effect on the effective date of coverage of the policy or certificate.

“Website” means any World Wide Web page available on the Internet used for business or personal use, including Social Media, blogs, wikis, web posts, and eCommerce and service Websites such as Amazon.com and eBay.com.

SECTION 17. SIGNATURES

I acknowledge that I am in possession of the Contract and accept all provisions contained in the Contract. I declare that I am duly authorized to execute this Contract on behalf of Producer. I shall not Sell any Product or take any other action on behalf of the Company until I receive Notice from the Company that the Contract is in effect.

The undersigned Parties agree to the terms of the Contract as specified herein or as such terms may be amended from time to time.

I represent that the information I have provided in the Application and this Contract is accurate, complete and true to the best of my knowledge and belief.

EXECUTED BY PRODUCER:

X

(Signature)

(Printed Name) (Date)

(Street Address, City, State, Zip)

EXECUTED ON BEHALF OF THE APPLICABLE INSURANCE COMPANY BY:

X

(Signature)

Alan Wheatley, President, Retail Segment

(Printed Name) (Date)

HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”)

A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the “Privacy and Security Rules”), the Company will provide Producer with access to, or have Producer create, maintain, transmit and/or receive certain Protected Health Information (“PHI” as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”).

B. The Company and Producer (collectively, the “Parties”) intend to protect the privacy and provide for the security of PHI disclosed to Producer pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.

C. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

D. In the event of any conflict between this Agreement and the Contract as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of Information pursuant to this Agreement, the Parties agree as follows:

1. Definitions. The following terms shall have the meaning set forth below:

- a) ARRA. “ARRA” means the American Recovery and Reinvestment Act of 2009
- b) C. F. R. “C. F. R.” means the Code of Federal Regulations.
- c) Contract. “Contract” means the Humana Producer Contract.
- d) Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C. F. R. 164.501.
- e) Discovery. “Discovery” shall mean the first day on which a Security Breach is known to Producer (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Producer), or should reasonably have been known to Producer, to have occurred.
- f) Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- g) Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of “Protected Health Information”, as defined in 45 C. F. R. 160.103.
- h) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
- i) Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by Producer from or on behalf of the Company.

- j) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.
- k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- l) Security Breach. "Security Breach" means the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
 - a. any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Producer if:
 - i. such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Producer; and
 - ii. such information is not further acquired, accessed, used or disclosed by any person; or
 - b. any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Producer to another similarly situated individual at the same facility; and
 - c. any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- m) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.
- n) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
- o) Subcontractor. "Subcontractor" means a person to whom Producer delegates a function, activity, or service, other than in the capacity of a member of the workforce of such Producer.
- p) Terms. All other terms used, but not defined, shall have the same meaning as those terms are given in 45 C.F.R. 160-164.
- q) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning as the term "unsecured protected health information" in 45 C.F.R. 164.402.

2. Obligation of Producer.

- (a) Permitted Uses and Disclosures. Producer may create, use and/or disclose the Company's members' PHI pursuant to the Contract or this Agreement in accordance with the specifications set forth below provided that such use or disclosure would not violate the Privacy and Security Rules if done by the Company or the minimum necessary policies and procedures of the Company.
 - 1. Eligibility, claims information and medical and dental records for the sole purpose of quoting, underwriting, and case issuance and processing.
 - 2. Eligibility, claims information, and medical and dental records for the sole purpose of case renewal activities.
 - 3. Eligibility information for the sole purpose of commission and bonus processing and inquiries.
 - 4. Eligibility and claims information for the sole purpose of assisting members and employers regarding claims processing and payment, member eligibility and enrollment, billing and reimbursement decisions.
 - 5. Eligibility information for the sole purpose of assisting members and employers regarding adding coverage, terminating coverage, name and address changes, ID Card requisition, coverage questions, form requisition, and benefit verification.

6. Eligibility and claims information for the sole purpose of assisting in member specific and employers regarding utilization review and utilization management.
7. Eligibility and claims information for the sole purposes of assisting members and employers regarding medical and dental necessity reviews.
8. Eligibility and claims information for the sole purpose of assisting in member and employer specific customer service and quality improvement activities.
9. Eligibility, claims information and medical and dental records for the sole purpose of assisting members and employers regarding coverage and referral denial decisions.

(b) Specific Use and Disclosure Provisions.

- (1) Except as otherwise prohibited by this Agreement, Producer may use PHI for the proper management and administration of the Producer or to carry out the legal responsibilities of the Producer.
- (2) Except as otherwise prohibited by this Agreement, Producer may disclose PHI for the proper management and administration of the Producer, provided that disclosures are Required By Law, or Producer obtains reasonable assurances, in the form of a Producer agreement, from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Producer of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
- (3) Producer shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual without the Company's prior written approval and notice from the Company that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Producer. The foregoing shall not apply to the Company's payments to Producer for services delivered by Producer to the Company.
- (4) Except as otherwise prohibited by this Agreement, Producer may use PHI to provide data aggregation services to the Company as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (5) Producer may use PHI to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- (6) Producer may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set out above in this Section 2.(b).

(c) Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to the Company's PHI, the combining of such PHI by Producer with the PHI received by Producer in its capacity as a Producer of another Covered Entity, as that term is defined under HIPAA to permit data analyses that relate to the health care operations of the respective Covered Entities. If applicable, Producer shall provide the following Data Aggregation services relating to the health care operations of the Company, as such Producer shall comply with restrictions on the use and disclosure of PHI. The Company shall notify Producer of such restrictions upon the Effective Date of this Agreement.

- Outcomes data aggregation
- Profiling of utilization patterns, outcomes and prescribing patterns of providers
- Geographic profiling of patterns of care rendered to the Company's members

(d) Nondisclosure. Producer agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. Producer shall also comply with any further limitations on uses and disclosures agreed to by the Company in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Producer in accordance with Section 3(d) of this Agreement.

- (e) Safeguards. Producer shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Contract or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Producer's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees and subcontractors; and (iv) appropriate confidentiality agreements with all employees, Subcontractors, independent contractors and any entity to which Producer has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Contract or this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement.
- (f) Reporting of Disclosures and Mitigation. Producer shall provide immediate written notice to the Company of any use or disclosure of PHI other than as specifically provided for by the Contract or this Agreement. Such notice shall be provided in the manner set out in this Agreement. Producer agrees to mitigate, to the extent practicable, any harmful effect that is known to Producer of a use or disclosure of PHI by Producer in violation of the requirements of this Agreement.
- (g) Contractors. It is understood and agreed that Producer shall maintain written Business Associate agreements with Subcontractors, as necessary to perform the services required under the Contract, in a form consistent with, the terms and conditions, restrictions and requirements established in this Agreement. The Business Associate agreements shall require such Subcontractors to enter into additional downstream Business Associate agreements in order for Producer to comply with this Agreement and Producer's independent HIPAA obligations as set out in 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). Sample copies of the standard Business Associate agreements between Producer and Subcontractors will be made available upon request. Producer agrees and shall require Subcontractors to agree that in the event of any conflict between such Business Associate agreements and this Agreement, the language in this Agreement shall control. Producer agrees to notify the Company of any material change(s) to the aforementioned Business Associate agreements at least thirty (30) days prior to implementing such change(s). Producer shall ensure that any agents, including Subcontractors, to whom it provides the Company member's PHI received from, created by, or received by Producer on behalf of the Company agrees to the same restrictions and conditions that apply to Producer with respect to such PHI. In no event shall Producer, without the Company's prior written approval, provide PHI received from, or created or received by Producer on behalf of the Company, to any employee or agent, including a Subcontractor, if such employee, agent or Subcontractor receives, processes or otherwise has access to the PHI outside of the United States.
- (h) Availability of Information. Producer agrees to provide access, at the request of the Company, and in the time and manner designated by the Company, to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. The Company's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Producer provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- (i) Amendment of PHI. Producer shall make PHI available to the Company as reasonably required to fulfill the Company's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Producer shall, as directed by the Company, incorporate any amendments to PHI into copies of such PHI maintained by Producer.
- (j) Internal Practices. Producer agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Producer on behalf of, the Company, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Company, or at the request of the the Company to the Secretary, in a time and manner designated by the Company or the Secretary, for purposes of the Secretary determining the Company's compliance with the Privacy and Security Rules.

- (k) Notification of Breach. Beginning on the Effective Date of this Agreement, Producer agrees to report to the Company any potential Security Breach of Unsecured PHI without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Producer, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, Producer shall provide any additional information reasonably requested by the Company for purposes of investigating the Security Breach. Producer's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Breach notifications must be reported to the Company by one of the following methods:

By Mail: Humana Privacy Officer
500 West Main Street, 26th Floor
Louisville, KY 40202

By Phone: 502-580-3700

By email: privacyoffice@humana.com

- (l) In addition to the foregoing, Producer agrees that in the event of such a notification set forth in Section 2(k), the Company shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or HHS, or others as required by law or regulation, or in the Company's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at Producer's sole cost and expense.
- (m) Producer agrees to document such disclosures of PHI as would be required for the Company to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.
- (n) Producer agrees to provide to the Company, in the time and manner designated by the Company, the information collected in accordance with this Agreement, to permit the Company to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, Producer shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for the Company to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.
- (o) Producer acknowledges that it shall request from the Company and so disclose to its affiliates, agents and Subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Producer, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Producer shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time
- (p) With respect to Electronic Protected Health Information, Producer shall implement and comply with (and ensure that its Subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to 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. Producer acknowledges that on the Effective Date of this Agreement, (i) the foregoing safeguard, policies and

procedures requirements shall apply to Producer in the same manner that such requirements apply to the Company, and (ii) Producer shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

- (q) With respect to Electronic Protected Health Information, Producer shall ensure that any agent, including a Subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (r) Producer shall report to the Company any Security Incident of which it becomes aware. For purposes of reporting to the Company, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts Producer to investigate the attempt or review or change its current security measures.
- (s) If Producer conducts any Standard Transactions on behalf of the Company, Producer shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (t) During the term of this Agreement, Producer may be asked to complete a security survey and/or attestation document designed to assist the Company in understanding and documenting Producer's security procedures and compliance with the requirements contained herein. Producer's failure to complete either of these documents within the reasonable timeframe specified by the Company shall constitute a material breach of this Agreement.
- (u) Producer acknowledges that on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. Obligations of the Company.

- (a) The Company will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to Producer pursuant to the Contract and this Agreement.
- (b) The Company shall notify Producer of any limitation(s) in the Company's notice of privacy practices that the Company produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Producer's use or disclosure of PHI.
- (c) The Company shall provide Producer with any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes affect Producer's use or disclosure of PHI.
- (d) The Company shall notify Producer of any restriction to the use or disclosure of PHI that the Company has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Producer's use or disclosure of PHI.

4. Audits, Inspection and Enforcement. From time to time upon reasonable advance notice, or upon a reasonable determination by the Company that Producer has potentially or actually breached this Agreement, the Company may inspect the facilities, systems, books, procedures and records of Producer to monitor compliance with this Agreement. Producer shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Company in writing.

To the extent that the Company determines that such examination is necessary to comply with the Company's legal obligations pursuant to HIPAA relating to certification of its security practices, the Company or its authorized agents or contractors, may, at the Company's expense, examine Producer's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Company the extent to which Producer's administrative, physical and technical safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

5. Waiver. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. Termination.

- (a) Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the PHI provided by the Company to Producer, or created, maintained, transmitted or received by Producer on behalf of the Company, is destroyed or returned to the Company, or, in accordance with Section 6(c)(2)
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or immediately terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

(c) Effect of Termination.

- (1) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Producer shall return or destroy all PHI received from the Company, or created, maintained, transmitted or received by Producer on behalf of the Company. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of the PHI.
 - (2) In the event the Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to the Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, per Section 6(a) above, Producer shall continue to extend the protection of this Agreement to such PHI and limit further uses and disclosures of such PHI for so long as Producer maintains such PHI.
- (d) Upon termination of this Agreement for any reason, Producer, with respect to PHI received from the Company, or created, maintained, or received by Producer on behalf of the Company, shall:
- 1. Retain only that PHI which is necessary for Producer to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to the Company the remaining PHI that the Producer still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Producer retains the PHI;
 - 4. Not use or disclose the PHI retained by Producer other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 2(b) under "Permitted Uses and Disclosures By Producer" which applied prior to termination; and
 - 5. Return to the Company or destroy the PHI retained by Producer when it is no longer needed by Producer for its proper management and administration or to carry out its legal responsibilities.
- (e) Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if:
- (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. Indemnification. The Company and Producer will indemnify hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or

non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

8. Disclaimer. The Company makes no warranty or representation that compliance by Producer with this Agreement, HIPAA or ARRA will be adequate or satisfactory for Producer's own purposes or that any information in Producer's possession or control, or transmitted or received by Producer, is or will be secure from unauthorized use or disclosure. Producer is solely responsible for all decisions made by Producer regarding the safeguarding of PHI.

9. Assistance in Litigation or Administrative Proceedings. Producer shall make itself, and any Subcontractors, employees or agents assisting Producer in the performance of its obligations under the Contract, available to the Company, at no cost to the Company, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Producer or its contractor, employee or agent is a named adverse party.

10. No Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to members. There are no third party beneficiaries to this Agreement.

11. Receipt of PHI. Producer's receipt of the Company's members' PHI pursuant to the transactions contemplated by the Contract shall be deemed to begin on the execution date below, and Producer's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

12. Interpretation. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

13. Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

14. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, the safeguarding of Electronic PHI, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the party's shall negotiate in good faith to amend this Producer agreement to bring it into compliance such new law, regulation or decision of the court. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

15. Survival. The respective rights and obligations of Producer under Sections 6 and 7 of this Agreement shall survive the termination of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Producer Information Security Agreement

This Information Security Agreement (hereinafter, the “ISA”) is issued pursuant to and attached to the Humana Producer Contract (“Contract”) by and between Producer and the Company effective on or about the Execution Date of the Contract. Any term not otherwise defined herein shall have the meaning ascribed to it in the Contract. In the event of an express conflict between this ISA and the Contract, the terms of this ISA shall control with respect to the specific subject matter hereof.

WHEREAS, the Parties recognize that information security practices play an important role in their relationship; and

WHEREAS, the Parties recognize that unauthorized disclosure of information can be detrimental both Parties; and,

WHEREAS, the Parties recognize that unauthorized disclosure of information may result in significant penalties; and

WHEREAS, the Parties wish to memorialize those information security practices to which they shall adhere;

NOW THEREFORE, the Company and Producer hereby agree as follows that:

1. Definitions. For purposes of this ISA, the following definitions shall apply:
 - a) “Cardholder Data” means the full magnetic stripe data or the Primary Account Number (“PAN”) and any or all of the following: cardholder name, approval code, or expiration date.
 - b) “Computer Security Incident” or “Incident” as defined in the National Institute of Standards and Technology (NIST) special publication 800-61 means a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices
 - c) “Company Confidential Information” means:
 - (1) trade secrets, all past, present and future business activities and all information related to the business of the Company, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees, that may be obtained from any source, whether written or oral, as well as all information on the Company’s mainframe, networks, LANs and workstations and all software, middleware, firmware, groupware and licensed internal code whether owned or licensed currently or in the future by the Company and accessed by Producer or any of Producer’s employees, contingent workers and subcontractors (such Producer employees, contingent workers and subcontractors collectively referenced hereinafter as “Representatives”) by any direct or remote access method and also including but not limited to any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, compilations, lists, apparatus, statistics, program, research, development or related information of the Company, its subsidiaries or affiliated companies or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities, and/or the results of any analysis of any of the foregoing and outcome of any provision of services by Producer and Representatives under this Contract, provided that disclosure of the foregoing in response, and only to such extent and for such purpose, to a valid order by a court of competent jurisdiction or as otherwise required by law shall not be considered a breach of Producer’s duty under this ISA to hold Company Confidential Information in strict confidence.
 - (2) Company Confidential Information does not include information that:
 - (a) has been previously published or is now or becomes public knowledge through no fault or negligence of Producer or Representatives; or

- (b) can be established by documentary evidence to have been made available to Producer or Representatives, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; or
- (c) can be established by documentary evidence to have been independently developed by Producer or Representatives.
- d) “Information Security” means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification or destruction.
- e) “Payment Card Industry Data Security Standards” or “PCI DSS” means the information security standard for organizations that handles cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards as defined by the Payment Card Industry Security Standards Council. The standard was created to increase controls around cardholder data to reduce credit card fraud via its exposure. A current version of the standard may be obtained from <https://www.pcisecuritystandards.org/>.
- f) “Personal Computer” or “PC” or “Computer” means any laptop, notebook, desktop, server, netbook, or any other computing apparatus or device which is used to access, process or display information. This definition includes devices operating as servers in a hardened, controlled access, secured data centre.
- g) “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by Producer, acting as a Business Associate of the Company, from or on behalf of the Company.
- h) “Personally Identifiable Information” or “PII” means Information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
- i) “Security Breach” means the unauthorized acquisition, access, use or disclosure of information which compromises the security or privacy of such information, except where an unauthorized person, to whom such information is disclosed, would not reasonably have been able to retain such information. Security Breach does not include:
 - i) Any unintentional acquisition, access, or use of Company Confidential Information by an employee or individual acting under the authority of the Company if:
 - (1) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Company; and
 - (2) such information is not further acquired, accessed, used or disclosed by any person; or
 - ii) Any inadvertent disclosure from an individual who is otherwise authorized to access Company Confidential Information at a facility operated by Producer to another similarly situated individual at the same facility; and
 - iii) Any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.

2. General Requirements

- a) Producer shall adhere to national and international standards governing the information security within Producer’s industry.
- b) Producer shall not store, transmit, or process Company Confidential Information at locations outside the 50 United States of America, nor shall Producer allow viewing access through any screen sharing technology such as RDP, VMRC, or other current or future protocols designed to provide similar functionality.
- c) Producer shall not collect or generate metadata related to the Company, its members, or their use of any application for any purpose other than to provide the services for which Producer has been engaged by the Company.

- d) Unless specifically authorized by the appropriate Company representative or contractual agreements, Producer shall not permit access to Company Confidential Information by any person physically located outside the United States or its territories.

3. Laptop and Mobile Device Security

- a) Producer shall not permit Producer Representatives to access Company Confidential Information via any unencrypted mobile device, including, but not limited to, unencrypted smartphones, unencrypted tablet computing devices, or any other unencrypted mobile device.
- b) Producer shall implement full-disk encryption of any built-in or removable storage media in any company controlled portable device which may access, store, transmit or process Company Confidential Information.
- c) Producer shall encrypt all Company Confidential Information placed on any removable storage device or media by Producer.

4. Wireless Security

- a) Producer shall not permit access to Company Confidential Information via unsecured wireless networks.
- b) All Producer- controlled wireless connections shall be secured utilizing Wi-Fi Protected Access II ("WPA2").

5. Malware Protection

- a) Producer shall ensure that trusted, commercially available anti-malware and antivirus software is installed, enabled, and kept current on all Producer controlled Computers.
- b) Producer shall configure all devices to scan all email for known viruses and other malware.

6. Encryption

- a) In addition to the encryption requirements in section three (3) above, Producer shall implement full-disk encryption on any built-in or removable storage media in any Producer-controlled Computer which may access, store, transmit or process Company Confidential Information.

7. Cloud Computing

- a) Producer shall ensure that all Company Confidential Information stored in any cloud based solution be encrypted per all aforementioned encryption requirements.

8. Vulnerability Management

- a) Producer shall ensure that all software patches are implemented in a timely manner.
- b) Producer shall process, store, or access Company Confidential Information on Computers using unsupported operating systems including, but not limited to, Windows 2000, Windows XP, etc.

9. Secure Disposal

- a) Producer shall dispose of all storage media containing PHI and/or Company Confidential Information, including those found in Multi-Function Devices, by purge ("Purge") or destroy ("Destroy") as those terms are defined in the NIST Special Publication 800-88, per all standards therein.
- b) Producer shall dispose of all paper media containing Company Confidential Information via cross cut shredding resulting in pieces not to exceed ½ " x ½". In no case shall materials containing Company Confidential Information be disposed of in general waste or recycle containers.

10. Transmission Protection

- a) Producer shall securely transmit all data, records and files containing Company Confidential Information when transmitted wirelessly or travel across public networks.
- b) Producer shall require all transmissions of PHI and PII to be secure and encrypted.

11. Password Management

- a) Producer shall require that all Producer representatives with access to Company Confidential Information use a unique username and strong password.

- b) Producer shall not allow the sharing of passwords.

12. Access Control and Monitoring

- a) Producer shall limit access to Company Confidential Information to the minimum necessary dataset required to accomplish the intended purpose or use.

13. Employee Training and Related Matters

- a) Producer shall train new Representatives (including contingent workers) on the acceptable use and handling of Company Confidential Information.
Producer shall provide periodic and mandatory Information Security training and awareness to its Representatives.

14. Incident and Breach Response

- a) Producer shall report each Computer Security Incident or Security Breach to the Company in an appropriate and timely manner.
- b) In the event of a Computer Security Incident or Security Breach, Producer shall collect, retain, and present evidence in support of potential legal action in accordance with the rules for evidence in the relevant jurisdiction.

15. Physical Security

- a) Producer shall restrict entry to Producer's area(s) where Company Confidential Information is stored, accessed, or processed solely to those authorized for such access.
- b) Producer shall implement reasonable best practices for infrastructure systems, including fire extinguishing, cooling, and power, emergency systems, and employee safety.

16. PCI Compliance (as applicable)

- a) Producer shall protect Company Cardholder Data that the Producer knowingly possesses according to requirements of the then current PCI DSS. Service Provider agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
- b) Producer affirms that, as of the effective date of this ISA, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- c) Producer agrees to supply the current status of Producer's PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this addendum to the Company. Producer must supply to the Company a new status report and evidence of validation of compliance at least annually.
- d) Producer shall immediately notify the Company if it learns that it is no longer PCI DSS compliant and shall immediately provide the Company the steps being taken to remediate the non-compliance status. In no event should Producer's notification to the Company be later than seven (7) calendar days after Producer learns it is no longer PCI DSS compliant.
- e) Producer acknowledges that any indemnification provided for under the Contract applies to the failure of the Producer to be and to remain PCI DSS compliant.
- f) Producer shall ensure that these requirements are cascaded to all downstream entities that may have access to Company Cardholder Data.

17. Miscellaneous Requirements

- a) Although the security and confidentiality requirements specified herein are minimum standards intended to facilitate the protection of Company Confidential Information, it remains Producer's responsibility to take any additional measures and precautions necessary to ensure that Company Confidential Information is protected from unauthorized disclosure and use.

Appendix

Background Investigation Disclosure and Authorization Form

This form does not create an employer-employee relationship.

I. You, Producer, understand that the Company may obtain information about you for any permissible purposes from a third party consumer reporting agency now or at any time throughout your application, appointment or contract term with the Company. This may include a “consumer report” or an “investigative consumer report.” An investigative consumer report may include information as to your character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history to the extent permitted by applicable law. You understand that General Information Services, Inc. (GIS), on behalf of the Company, may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with the Company’s consideration of you for promotion or position reassignment or contract now, or at any time throughout your application, appointment or contract term with the Company, and give your full consent for this information to be obtained. You fully understand and agree that the scope of this authorization and consent is all-encompassing, allowing the Company to obtain from any outside organization all manner of consumer reports and/or investigative consumer reports now and throughout your application, appointment and/or contract term with the Company to the extent permitted by applicable law.

II. Under the Fair Credit Reporting Act (FCRA), you have the right to request, in writing, within a reasonable time, that the Company disclose the nature and scope of an investigative consumer report that the Company requests on you. You also have the right to obtain a summary of your rights under FCRA upon request. You are aware that Federal Trade Commission provides a summary statement of your rights on its website at www.ftc.gov/credit. In addition, you are entitled to know if the considerations for which you are applying are denied because of information obtained from a consumer reporting agency. If so, you will be notified and given the name of the agency providing that report.

III. IF APPLICABLE, medical and worker’s compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and any other applicable state laws.

IV. You acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

V. You hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, licensing boards, criminal and civil and courts, school or educational institution, employer, insurance company, business entity or other person contacted by GIS to furnish the information described in Section I.

VI. Upon proper identification, you have the right to make a request to GIS as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished within the two-year period preceding your request. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (888)333-5696 .

Additional Disclosures:

NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by the Company by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

☐ You request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you 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.

The Internet Web site address of GIS is www.geninfo.com. GIS's privacy practices can be found on its website at www.geninfo.com/privacy.asp or by contacting GIS during normal business hours at 1-888-333-5696. If you wish to obtain additional information relating to GIS's privacy practices that cannot be found at its Internet Web site, GIS shall, upon your request, mail a written copy of its privacy statement to you, including contact information for GIS representatives that can assist you with additional information. Your personal information will not be sent outside the United States or its territories.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: 1) regular access to customer personal or financial information other than information customarily provided in a retail transaction; and 2) access to the Company's confidential and proprietary information.

NOTICE TO MARYLAND RESIDENTS

Under section 14-1204 of the Maryland Commercial Law Code, you have the right to request, and receive from the Company within five business days of its receipt of your request, a complete and accurate disclosure of the nature and scope of the investigative consumer report requested.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: 1) regular access to customer personal information other than information customarily provided in a retail transaction, as defined in § 14-3501 of the Maryland Commercial Law Code; and 2) access to the Company's proprietary and confidential business information.

NOTICE TO MASSACHUSETTS RESIDENTS

Upon your written request, you have the right to receive a copy of the investigative consumer report the Company obtains once it is complete.

NOTICE TO MINNESOTA RESIDENTS

You have the right to obtain a copy of the report ordered by checking the box provided below.

☐ You request to receive a free copy of the report by checking this box.

NOTICE TO NEW HAMPSHIRE RESIDENTS

You have the right to request, and receive from the Company within five business days of its receipt of your request, a complete and accurate disclosure of the nature and scope of the investigative consumer report requested.

NOTICE TO OKLAHOMA RESIDENTS

You have the right to obtain a copy of the report ordered by checking the box provided below.

☐ You request to receive a free copy of the report by checking this box.

NOTICE TO OREGON RESIDENTS

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and essential functions of the delegated agent relationship for which you have applied: 1) require access to customer personal and financial information not customarily provided in a retail transaction; and (2) involve access to the Company's proprietary and confidential business information.

NOTICE TO NEW YORK RESIDENTS

If you submit a written request, you have the right to know whether the Company ordered an investigative consumer report on you. You may inspect and receive a copy of such report by contacting GIS: PO Box 353, Chapin SC 29036 or (866) 265-4917.

A disclosure of New York's law on the use of criminal records is provided below. By signing above, you acknowledge receipt of this document.

ARTICLE 23-A

LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

Section 751. Applicability.

Section 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. Section 753. Factors to be considered concerning a previous criminal conviction; presumption.

Section 754. Written statement upon denial of license or employment.

Section 755. Enforcement.

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) “Public agency” means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) “Private employer” means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) “Direct relationship” means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

“License” means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that “license” shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(4) “Employment” means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however,

that “employment” shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual’s having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of “good moral character” when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement.

- 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
- 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

NOTICE TO VERMONT RESIDENTS

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves access to customer personal and financial information other than information customarily provided in a retail transaction.

NOTICE TO WASHINGTON RESIDENTS

You have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from us a complete and accurate disclosure of the nature and scope of the investigation we requested. You also have the right to request from GIS a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

If you are seeking a Florida appointment and you have never applied and qualified for a license as an agent in Florida, the Company intends to obtain certain information about you which constitutes a credit report under the law. The specific basis justifying such a report is that it is required by section 626.521 of the Florida Statutes, and the delegated agent relationship for which you have applied involves: (1) access to customer personal and financial information not customarily provided in a retail transaction; and (2) access to the Company's proprietary and confidential business information.

I acknowledge receipt of this disclosure and authorize Humana to obtain a consumer report and/or investigative consumer report on me for any permissible purposes.

Signature:

Date:

Social Security Number:

Appendix

Agent Business Transferal Form (ABTF)

The current Agent of Record may designate that a new Agent/Agency of Record be established for the type of policies identified below. The change of payment to an agent or new agency will only be applicable to future commissions payable after we have processed this form. You can only name a new Agent/Agency of Record for business that you are the current Agent of Record on.

Section 1- Agent Information

Agent Name (Please print)	SSN	Humana Agent Number/SAN
Business Address (Will only apply to the agent named above) (Change? <input type="checkbox"/> Yes <input type="checkbox"/> No)		
Email (Change? <input type="checkbox"/> Yes <input type="checkbox"/> No)		

Section 2- Complete for each applicable type of business

<p style="text-align: center;">MEDICARE</p> <p style="text-align: center;">(Valid Medicare amendment required)</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future Business</p>	<p style="text-align: center;">INDIVIDUAL MAJOR MEDICAL, LIFE, TRADITIONAL PLUS DENTAL</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN
<p style="text-align: center;">INDIVIDUAL LIFE & SUPPLEMENTAL PRODUCTS</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future Business</p>	<p style="text-align: center;">STAND ALONE DENTAL & STAND ALONE VISION</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN
<p style="text-align: center;">GROUP COMMERCIAL MEDICAL, DENTAL, VISION, LIFE, STD, LTD</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future Business</p>	<p style="text-align: center;">GROUP WORKPLACE VOLUNTARY BENEFITS</p> <p><input type="checkbox"/> Future Business Only <input type="checkbox"/> Existing & Future</p>
PAY TO: Agent/Agency Name	PAY TO: Agent/Agency Name
PAY TO: SSN/TIN	PAY TO: SSN/TIN
PAY TO: Humana Agent Number/SAN	PAY TO: Humana Agent Number/SAN

Section 2- Signature of Agent Listed in Section 1

This form may only be agreed to and signed by the Agent of Record who is currently receiving commissions on the above referenced policies. As the current Agent of Record (AOR) I am requesting that the AOR be changed for the type of policies as indicated on this form. The party to receive commissions must have a valid Producer Contract on file and be properly licensed and appointed by Humana to receive commissions. 1099 forms will reflect the amount of compensation that the Agent/Agency of Record received for any given year. All business and commissions are subject to the terms and provisions of the Producer Contract. *State regulatory licensing and appointing requirements regarding payment of commissions apply. The Agent of Record on a policy can only be changed by the current Agent of Record. Assignment of payment is not valid until Humana approves.*

Signature of Agent	Date
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Appendix

Authorization Agreement for Automatic Deposit

I (We) hereby authorize Humana to initiate Automated Clearing House credits and, if necessary, make corrections for any entries made to my account in error.

Producer Information

Producer requesting automatic deposit:

Social Security number/Tax ID number:

SAN number (if applicable):

Please indicate transaction type:

☐ Set-up ☐ Change ☐ Cancel

Financial Information

Please indicate type of account: ☐ Savings ☐ Checking

Bank Name:

Bank City:

State:

Zip:

Bank phone number:

Bank account number:

Bank routing number:

(Please provide the nine-digit routing number on your check, not the deposit slip.)

This authorization will remain in force until written notification of termination or change is received by Humana in such time and in such manner as to afford Humana a reasonable opportunity to act on it.

NOTE: Direct deposit set-up requires that the bank account and routing number must be verified for accuracy before any funds are transferred. For this reason, you may receive one or two commission checks that need to be cashed.

Print Name:

Title (owner/officer only):

Signature:

Date:

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