

The undersigned (herein called the Producer) agrees to be bound by the terms of this agreement. To the extent required by applicable law relating to the payment of commissions for the placement of group insurance business. The Prudential Insurance Company of America (herein called the Company) agrees, subject to a satisfactory background check and the terms of this agreement, to appoint the undersigned as a Producer

1. The Producer will comply with all applicable laws and regulations pertaining to any group insurance business placed by the Producer and issued by the Company.
2. The Producer will comply with all published procedures, rules and instructions of the Company which are now or which may be hereafter adopted.
3. If the Company determines that the Producer conducted an unauthorized transaction, the Producer will not be paid a commission for that business.
4. The schedule of commissions payable will be provided for each case placed by the Producer and issued by the Company.
5. Commissions may be based on expected or actual paid annual premium. In the event the actual paid annual premium changes, the Company reserves the right to modify commissions.
6. If, for any reason, the Company returns any premiums, the Producer will, on demand, repay the Company all compensation received as a result of those premiums.
7. An indebtedness due the Company from the Producer will be a first lien upon any commission payment amounts accruing to the Producer until the full amount of the indebtedness is repaid.
8. If the Company, because of a resident agent or agency requirement in effect in a state, must pay to another agent, representative, or Producer any part of the compensation otherwise payable to the Producer in accordance with this agreement, the Producer's compensation will be reduced by the amount of compensation so paid to such agent, representative or Producer.
9. Commissions will continue to be paid, subject to the terms of the applicable schedule of commission for each case and this agreement, for as long as the Producer is recognized by the policyholder as the servicing representative.
10. Commissions will continue to be paid to the Producer as premiums are paid. Such compensation shall be allowed only if: (a) the Producer maintains appropriate state licensing, (b) the Producer remains appointed with the Company where necessary, and (c) the Producer services the policy in a manner satisfactory to the policyholder and the Company; provided that, the Company shall be the sole judge of whether service is performed in a satisfactory manner.
11. As directed by the Company, the Producer shall deliver to Company clients or prospective clients a copy of: (a) a compensation notice, substantially in the form of Exhibit A attached hereto as prepared by the Company, which notice is included in the proposal, and (b) a compensation statement, substantially in the form of Exhibit B attached hereto as prepared by the Company, that is issued annually as well as with new policies.
12. This agreement may be terminated without cause effective thirty (30) days after either party mails notice of termination to the other party.
13. This agreement may be terminated by the Company in the event of misconduct including, but not limited to:

- (a) fraud by the Producer,
- (b) (b) misrepresentation of the Company's product by the Producer, and
- (c) (c) misuse of funds by the Producer.

Termination shall occur automatically without notice to the Producer at the date and hour of such misconduct.

14. The Company reserves the right to alter or modify, at its discretion, any of the terms stated in herein. Any such alteration or modification will be made in writing by the Company and posted on the Company's website at www.prudential.com within (30) days of the effective date of the change.
15. **Privacy** - Each party acknowledges that they may be provided with information or access information about customers of Company or Producer ("Customer Information"). Each party agrees to comply with any federal, state, provincial and/or local law or regulation related to privacy. Furthermore, each party represents and warrants that it has implemented and currently maintains an effective information security program to protect the Customer Information, which program includes administrative, technical, and physical safeguards:
- i. to ensure the security and confidentiality of Customer Information;
 - ii. to protect against any anticipated threats or hazards to the security or integrity of such Customer Information; and
 - iii. to protect against unauthorized access to or use of Customer Information which could result in substantial harm or inconvenience to either party or other affiliates, or to customers of any of them.

If Producer has a breach of security that requires notice to an individual under applicable state laws, Producer will also provide Company with a copy of such notice at the same time it is sent to such individual.

16. **HIPAA** – This provision shall only apply where Producer's services involve a product subject to the Federal Health Privacy Rules as defined herein, and assumes Producer is appropriately licensed and appointed to sell such products. This provision shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the "Federal Health Privacy Rules") and shall be applicable notwithstanding the conflicting provisions of this Agreement. Producer is, or may be deemed to be a "business associate" of Company, as the term "business associate" is defined under the Federal Health Privacy Rules. The capitalized terms used herein shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions or revisions.

Producer's HIPAA Obligations

1.Producer shall only use or disclose the Protected Health Information: (A) as set forth in accordance with this Agreement provided that such uses or disclosures are not inconsistent with the Federal Privacy Rules; (B) as required by law; and (C) as expressly provided for in this Sub Section 12(a)i. The term "required by law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103. The term "the Protected Health Information" shall have the same meaning as it has in 45 CFR Section 106.103 of the Federal Health Privacy Rules but only with respect to the information created or received by Producer from or on behalf of Company. Producer hereby represents that any Protected Health Information it shall require from Company shall be the minimum necessary, as defined by the Federal Health Privacy Rules, for the Producer's stated purposes under the Agreement(s) and acknowledges that Company will rely upon such representation with respect to any request for Protected Health Information from the Producer. Producer may use the Protected Health Information:

I.for the proper management and administration of the Producer;

II.to carry out the legal responsibilities of the Producer, provided that 1) the disclosure is required [or authorized] by law; or 2) Producer obtains reasonable assurance from a third person to whom the Protection Health

Information is disclosed that such Protected Health Information will remain confidential, be used or further disclosed only as required by law or for the reasons it was disclosed to the third person, and the third person notifies the Producer of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached;

III. to provide data aggregation services relating to Company's "health care operations," to the extent that such services are provided for in this Agreement.

2. Producer shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided herein and, upon the request of Company, from time to time, provide information to Company about such safeguards.

3. Producer shall, within fourteen (14) days of becoming aware of any use or disclosure of the Protected Health Information not provided for herein by its Workforce, agents or subcontractors, report such use or disclosure to Company in writing.

4. Producer shall obtain and maintain an agreement with any agent or subcontractor, to whom it provides any of the Protected Health Information or that will create any Protected Health Information on behalf of the Company or Producer pursuant to which the agent or subcontractor agrees to the same restrictions, terms and conditions that apply to Producer with respect to the Protected Health Information pursuant to this Agreement.

5. Within thirty (30) days of a request by Company, Producer shall, in the manner designated by Company, make available to Company, or as directed by Company, to an Individual, such portions of the Protected Health Information which Company believes to be within the Designated Record Set so as to permit Company to comply with Section 164.524 of the Federal Health Privacy Rules. In the event any Individual requests access to the Protected Health Information directly from the Producer, the Producer shall, within thirty (30) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

6. Within thirty (30) days of a request by Company for the amendment of an Individual's Protected Health Information within the Individual's Designated Record Set, Producer shall make available the Protected Health Information for amendment by Company and shall incorporate any amendments to the Protected Health Information in the Individual's Designated Record Set held by the Producer so as to permit Company to comply with Section 164.526 of the Federal Health Privacy Rules. In the event any Individual submits a request for an amendment to his/her Designated Record Set directly to the Producer, Producer shall, within thirty (30) days forward such request to the Company. Any denials of requests for amendment to the Designated Record Set shall be the responsibility of the Company.

7. Within thirty (30) day of electronic notice by Company to the Producer that Company has received a request for an accounting of disclosures of the Protected Health Information Producer shall notify Company of disclosures (if any) made: for public health purposes, regarding abuse, neglect or domestic violence; to a health oversight agency; in the course of a judicial or administrative proceeding; for law enforcement purposes; to coroners, to medical examiners and funeral directors, to organ procurement organizations; for research; as required by law; to prevent a serious harm to health or safety, to military and veterans officials, or for workers' compensation purposes. In each case Producer shall provide at least the following information with respect to each such disclosure: (A) the date of the disclosure; (B) the name of the entity or person who received the Protected Health Information; (C) a brief description of the Protected Health Information disclosed; and (D) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Producer agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this subsection.

8. Producer shall notify Company within five (5) business days of the Producer's receipt of any request or subpoena for the Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the

validity of such request, Producer agrees to cooperate fully with Company in such a challenge. Producer shall make its internal practices, books, and records relating to the use and disclosure of the Protected Health Information, available to

Company, to the Secretary of Health and Human Services (“the Secretary”), in a time and manner designated by Company or the Secretary, for purposes of determining Company’s compliance with the Federal Health Privacy Rules.

9.Producer agrees to mitigate, to the extent practicable, any harmful effect that is known to Producer of a use or disclosure of the Protected Health Information in violation of the requirements of this Agreement.

10.Producer acknowledges that the disclosure of any portion of the Protected Health Information may cause irreparable injury to Company and damages, which may be difficult to ascertain. Therefore, Company shall, upon a disclosure or threatened disclosure of any of the Protected Health Information, be entitled to seek injunctive relief to protect and recover the Protected Health Information and Producer shall not object to the entry of an injunction or other equitable relief against Producer on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. This provision shall not in any way limit such other remedies as may be available to Company at law or in equity.

11.Producer, at its own expense, shall indemnify and hold harmless Company, its subsidiaries, affiliates and assignees, and their directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt, loss or liability, including attorneys’ fees, to the extent based upon a claim that any action or omission by Producer breaches any of Producer’s obligations, representations or warranties under this Amendment. This provision shall not in any way limit any other indemnification that may be provided for in the Agreement(s).

12.Producer agrees that the following provisions shall also govern the use of information subject to this Agreement that is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the “Federal Health Privacy Rules”) and shall be applicable notwithstanding conflicting provisions of the Agreement.

Producer is, or may be deemed a “Business Associate” of Company, as the term “Business Associate” is defined under the Federal Health Privacy Rules. The capitalized terms used herein shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions, or revisions.

Producer shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that Producer creates, receives, maintains, or transmits on behalf of the Company, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at sections 164.306 through 164.310, and, upon the request of the Company, from time to time, shall provide information to the Company about such safeguards.

Producer shall, within fourteen (14) days of becoming aware of any Security Incident, by its Workforce, agents or subcontractors, report such Security Incident to the Company in writing. Except that, for the purposes of the Security Incident reporting requirement, the term “Security Incident” shall not include inconsequential incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic Personal Health Information maintained by Business Associate.

Producer shall ensure that any agent or subcontractor to whom Producer provides any Protected Health Information or that will create any Protected Health Information agrees in writing to implement and maintain reasonable and appropriate safeguards to protect such information, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at sections 164.306 through 164.310.