

Documents Package Prepared for: **Brokers Insurance Corporation**

Prepared Date: **2/22/2011 3:56 PM EST**

| Document Name | Description | Expiration Date |
|----------------------|--|------------------------|
| LBL-6221 | Release Authorization and Fair Credit Reporti... | 12/31/2199 |
| LBL-798 | CONFIDENTIAL PERSONAL INFORMATION FORM | 12/31/2199 |
| LBL2389-SA | Special Agent Agreement - Appointment | 12/31/2199 |
| LBL2391-GA | GENERAL AGENT AGREEMENT — APPOINTMENT | 12/31/2199 |

LINCOLN BENEFIT LIFE
A N A L L S T A T E C O M P A N Y

**Release Authorization and
Fair Credit Reporting Act Disclosure
Regarding Procurement of A Consumer Report**

This is to notify you that in connection with your agent application, we may procure a consumer report on you as part of the process of considering your application or determining whether you meet our contracting standards. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

This release and authorization shall remain valid and in effect for the duration of your contract with us. We reserve the right to run subsequent consumer reports and/or investigative consumer reports on an as-needed basis.

You may revoke this Authorization at any time, provided that the revocation is in writing, except to the extent that Lincoln Benefit Life has taken actions relying on this Authorization. If you would like to revoke this Authorization, please send a written revocation to: Lincoln Benefit Life, PO Box 660191 Dallas, TX 75266-0191.

By signing below, I hereby authorize Lincoln Benefit Life and its affiliates to obtain a consumer report and/or an investigative report about me in order to process my agent application. In addition, I also authorize all entities having information about me, including present and former employers, criminal justice agencies, departments of motor vehicles, schools, and credit reporting agencies, to release such information to Lincoln Benefit Life and its affiliates.

Signature: _____ Date: _____

Please print the following information:

Name: _____

Home Address: _____

City/State/Zip: _____

Date of Birth*: _____

Social Security Number: _____

* Date of Birth required for background investigation purposes only, and will be used for no other purposes.

Applicants: Please retain a copy for your files.

Step 7 Transfer or Dual Contracting Information

If I am already contracted with Lincoln Benefit Life under another recruiting organization, my preference is to:

(select one)

Transfer

Dual Contract

If we find that you are already contracted and you do not choose one of the above, your contract will be transferred.

AGENT TRANSFER POLICY

1. Every transfer **must** include this form which needs to be signed by both the agent requesting the transfer and the recruiter accepting the transferred agent.
2. Lincoln Benefit Life will **NOT** transfer issued business under this new agent number.
3. If an application is submitted with this request, you must provide us with the client's name(s) and part 1 date(s) in the space provided below.
4. All business dated after the transfer date will go to the new recruiter.
5. Agents are **only** allowed to transfer their contract after the initial first six months of being contracted with Lincoln Benefit Life.

* SPECIAL AGENTS

1. Special Agents **must** obtain a release from the current recruiter unless they have not produced any new business in the previous 12 months. All other rules above apply.

AGENT DUAL CONTRACTING POLICY

1. All contracted agents are limited to two active fixed contracts.
2. Both recruiters will be notified of this request.
3. Lincoln Benefit Life will **NOT** transfer issued business under this new agent number.
4. A new contract must be submitted with this request.
5. This request needs to be processed by Lincoln Benefit Life prior to submitting business applications under this contract.

* SPECIAL REQUIREMENTS

1. Agents are **ONLY** allowed to be dually contracted at current contract level (or lower) unless signature from releasing recruiter is obtained.
2. Agents are **ONLY** allowed to dual contract after their initial first six months of being contracted with Lincoln Benefit Life unless signature from releasing recruiter is obtained.

IDENTIFY ALL BUSINESS APPLICATIONS BEING SUBMITTED WITH THIS REQUEST:

| LAST NAME | FIRST NAME | M.I. | POLICY NUMBER | APPLICATION DATE |
|-----------|------------|------|---------------|------------------|
| | | | | / / |
| | | | | / / |
| | | | | / / |

Step 8 Regulatory & Background Questions

Please answer the following questions on the individual agent or the principal of the corporation/agency applying for the contract.

- 1) Have you ever been charged with a felony? Yes No
- 2) Have you ever been charged with a misdemeanor including allegations of fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion or a conspiracy to commit any of these offenses? Yes No
- 3) Have you individually, or has a company you exercised control over, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition in the previous 2 years? Yes No
- 4) Has any regulatory body ever taken action against you or any of your insurance, securities or other professional license? Yes No

If you answered "yes" to any of the above questions, attach explanations.

Step 9 Regulatory Requirements

Have you completed your Anti-money Laundering training? Yes or No *If taken through LIMRA, no further action is necessary. If you haven't taken the course, you will be invited to take it after we have assigned you a writing number. Refresher training through LIMRA is required every 24 months for the tenure of your appointment with LBL.

Step 10 Direct Deposit of Commissions

Having your commissions direct deposited are optional, however, it can speed up the receipt of your commissions by several days.

I wish to have my commissions Direct Deposited (for direct deposit of variable commissions, please contact your Broker Dealer)
Fax # for pre-deposit notification (optional): (_____) _____

***** ATTACH YOUR VOIDED CHECK OR SAVINGS DEPOSIT SLIP*****

Bank institution name: _____

Bank institution address: _____

Type of Account: Checking Savings Account #: _____ Routing #: _____

By signing below,

I authorize and request Lincoln Benefit Life Company to direct the net amount of any payment to me for crediting in my account at the financial institution designated above. "Payment" means any compensation payable to me under the terms of my contract. This authorization is not an assignment of my rights to receive such payment and revokes all prior payment direction notifications applicable to any such payment. I understand that the financial institution designated above reserves the right to cancel this agreement by notice to me; however, the authorization will remain in full force and effect with Lincoln Benefit Life Company until Lincoln Benefit Life Company has received written notification from me of its termination in such time and in such manner as to afford Lincoln Benefit Life Company a reasonable opportunity to act upon it.

Step 11 Certification & Authorization

Certification – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Authorization for Release of Information – I hereby authorize any bank, credit bureau, financial institution, insurance company, agency, court of law, person, or organization that has any records or knowledge of my financial status, credit standing, or criminal history to give Lincoln Benefit Life or their representative any such information. It is our policy to develop background information on agents who wish to be appointed with our company using credit reports and criminal court records (involving convictions only). If as a result of the investigation, we are unable to appoint you, we will notify you. Subsequent credit reports and criminal court records reports may be requested from time to time in order to update our files.

I agree not to solicit business for Lincoln Benefit Life until my license is in my possession and when the company notifies me that I am qualified to write business for this company.

I certify that the information and answers to the questions on this processing form are true and correct to the best of my knowledge. Information found to be incorrect may result in termination.

We certify that the information you have entered here will be held in strict confidence.

PLEASE SIGN HERE: _____ **DATE:** _____

Lincoln Benefit Life Company, Lincoln, Nebraska
SPECIAL AGENT'S AGREEMENT — APPOINTMENT

SPECIAL AGENT:

Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Date: _____

RECRUITING ORGANIZATION:

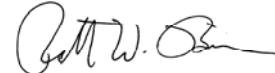
Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Recruiter's Agent #: _____

LINCOLN BENEFIT LIFE COMPANY:



By: Robert W. Birman, Vice President

Agreement Effective Date: _____

Lincoln Benefit Life Company (“**LBL**”) hereby appoints the individual or entity named above as its **SPECIAL AGENT (“SA” or “you”)** with duties, powers, and obligations as herein set forth, and **SA** hereby accepts the appointment on the terms and conditions set forth herein. The provisions stated in all exhibits, supplements, Commission Rules, and Schedules of Commissions are incorporated into and made a part of this Agreement. **Effective Date** -- For all SAs, except where prohibited by the law of the state in which SA holds a resident license, this Agreement shall become executed and effective your submission of an insurance application to LBL and submission of your appointment by LBL to the state. In states where the above is not permitted, this Agreement shall become effective on the date shown above. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law, regulation or Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

Authority — You are authorized to act as an Agent on behalf of **LBL** for the purpose of developing and supervising the distribution of **LBL's** insurance products. Specifically, you are authorized to:

- 1) Recruit and recommend persons for appointment by **LBL** as insurance agents.
- 2) Train and supervise such agents in accordance with the standards of **LBL** and the requirements of the state or states in which they are licensed and in which they act as an agent for **LBL**.
- 3) Solicit applications for the policies of insurance and annuity contracts written by **LBL** and approved for marketing.

Responsibilities – You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- 1) For any applications solicited by you, you shall submit such applications when received to **LBL**. You shall also collect the first premium and transmit all collections promptly to **LBL**.
- 2) You shall promptly deliver any policy or contract issued by **LBL** to the owner of the policy or contract. In no event shall delivery take longer than thirty (30) days from the date you receive the policy or contract. In the event delivery will take longer than thirty (30) days, you are required to notify **LBL**.
- 3) You shall make reasonable effort to preserve business issued by **LBL** and to maintain in force policies issued by **LBL**.
- 4) You shall at all times comply with the applicable requirements and procedures of **LBL** that are communicated to you pertaining to underwriting practices, acceptance of risks, delivery of policies and all other areas of conduct for **LBL's** business.
- 5) Licensing of agents shall be in compliance with statutory and regulatory requirements of the Departments of Insurance or other regulatory agencies and in accordance with the standards and procedures established by **LBL**. Neither you nor any of your agents shall solicit business for **LBL** until you or your agents are qualified and authorized under applicable law to write business for **LBL**.
- 6) You must at all times have the capacity to communicate with LBL through electronic mail and to accept electronic communications

and transactions including, but not limited to, receiving and sending e-mail correspondence and accessing and receiving internet communications.

- 7) You shall notify **LBL** immediately upon becoming aware of any misdemeanor or felony criminal convictions (excluding minor traffic citations) relating to you, your employees, or any agent licensed under you and appointed with **LBL**.
- 8) Comply with **LBL's** requirements and procedures concerning the replacement of life insurance policies and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, **LBL** requires you to:
 - a) recommend the replacement only when replacement is in the best interest of the customer;
 - b) fully disclose any and all relevant information to the customer, including: (i) comparing old and new premium expenses, surrender charges, cash values, and death benefits; (ii) any specific loss of cash value or policy value related to surrendering the existing policy; (iii) all guaranteed and maximum values of both policies; (iv) whether a new contestability period and/or suicide clause will start under the new policy; and (v) whether the customer will have to resubmit to underwriting to purchase the new policy;
 - c) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
 - d) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- 9) Adhere to **LBL's** rules and regulations concerning ethical market conduct, which require that you:
 - a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
 - b) maintain a current license and valid appointment in all states in which you promote the sale of **LBL** products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the State Departments of Insurance and **LBL**;
 - c) comply with **LBL's** policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor; submit, prior to use, all advertising materials intended to promote the sale of **LBL** products to **LBL** for approval;
 - d) immediately report to **LBL** any customer complaints, whether written or oral, and assist **LBL** in resolving the complaint to the satisfaction of all parties; and
 - e) communicate these standards to any agents or officer personnel that you directly supervise and request their agreement to be bound by these conditions as well.
- 10) During the term of this Agreement, you will maintain errors and omissions insurance coverage in an amount satisfactory to **LBL** underwritten by an insurer satisfactory to **LBL**. Coverage must insure against any negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.

Independent Contractor – The relationship you have with **LBL** under this Agreement is that of an independent contractor. Neither you nor your employees or agents shall be deemed to be the employee or servant of **LBL**.

You also acknowledge that all agents in your hierarchy are independent contractors of **LBL** and, at a subagent's election or for good cause, can be transferred by **LBL** in accordance with **LBL's** transfer rules. None of the benefits provided by **LBL** to its employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available to you, your employees, and agents.

Hold Harmless and Indemnification -- **LBL** will not be liable for any obligation, act or omission of SA or Agents. **LBL** will hold harmless and indemnify SA for any loss or expense suffered as a result of the noncompliance by **LBL** with respect to any applicable law or regulation or any provision of this Agreement.

SA will not be liable for any obligation, act or omission of **LBL**. SA will hold harmless and indemnify **LBL** for any loss or expense suffered as a result of the noncompliance by SA or Agents with respect to any applicable law or regulation or any provision of this Agreement.

Limitation of Authority – You shall not possess or exercise any authority on behalf of **LBL** other than expressly conferred by this Agreement. Activities that you are specifically not authorized to perform on behalf of **LBL** include, but are not limited to:

- 1) Making, altering, or discharging any contract.
- 2) Incurring any indebtedness or liability on behalf of **LBL**.
- 3) Expending, or contracting for the expenditure of, any funds of **LBL**.
- 4) Extending the time for payment of any premium, binding **LBL** to the reinstatement of any terminated policy, or accepting notes for

payment of premiums.

- 5) Waiving or modifying any terms, conditions, or limitations of any policy.
- 6) Adjusting, settling, or committing **LBL** to any action regarding any claim.
- 7) Issuing, using, or circulating any advertisement or literature referencing **LBL** unless the advertisement or literature has first been approved in writing by **LBL**.
- 8) Entering into any legal proceedings on behalf of **LBL** in connection with any matters pertaining to **LBL's** business.
- 9) Delivering any policy issued by **LBL** prior to the settlement by the applicant of the first premium or required funding for the policy or contract.
- 10) Delivering any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

Records – All books, records, application forms, and material furnished by **LBL** pertaining to the solicitation of applications for insurance hereunder shall be the property of **LBL** and shall be destroyed or returned to **LBL** upon termination of this Agreement. All other records pertaining to your performance under this agreement shall be open to inspection by **LBL** or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the conduct of your business, and **LBL** shall not be liable in any way therefore.

Taxes – You shall assume full responsibility for, and indemnify **LBL** against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

Fiscal Responsibility – You shall immediately pay to **LBL** all monies received by you or your agents on all applications obtained and policies issued. All such funds shall be segregated by you and held by you in trust. Such funds shall not be used by you for any purpose.

Compensation – You shall be compensated solely by the Recruiter. No compensation will be paid to you by **LBL**.

Assignment – You may not assign this Agreement, any interest in this Agreement, or any compensation earned or to be accrued under this Agreement without the prior written consent of **LBL**.

Termination – Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in a state that requires pre-notice of appointment termination, you hereby agree to waive any advance notice of appointment termination and agree that termination will be effective immediately upon delivery of written notice. Upon termination, you shall in no manner thereafter act for **LBL** and shall promptly account for and remit to **LBL** any monies then held for it. On demand, you shall return all undelivered policies to **LBL**, and return or destroy all rate books, or other records, materials, and properties belonging to **LBL**.

Termination For Cause – This Agreement may be terminated for cause by **LBL** immediately upon written notice to SA if SA:

1. Wrongfully withholds or misappropriates any funds, insurance policies or contracts, or other property belonging to an applicant, policy or contract owner or **LBL**;
2. Acts to injure the business, discredit the reputation, or to materially prejudice the interests of **LBL**;
3. Fails to comply with the terms or conditions of this Agreement;
4. Violates any state or federal insurance law or regulation;
5. Commits any fraud upon **LBL** or its policy or contract owners.

For a period of two years following termination of this Agreement **LBL** reserves the right to treat and characterize the termination as a termination for cause if **LBL** determines that an activity or event listed in paragraphs 1 through 5 above occurred either before termination or within two years after termination.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Nebraska by you with **LBL**. This Agreement shall be governed by and construed according to the laws of the State of Nebraska. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

Non-Public Personal Financial Information –

(Requirements pursuant to the Gramm-Leach-Bliley Act)

You agree to protect any confidential information of **LBL** customers that is accessible by you. Confidential Information includes, but is not limited to, any nonpublic personal information about **LBL's** customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:

- 1) Application information, such as assets and income;
- 2) Identifying information, such as name, address and social security number;

- 3) Transaction information such as policy activity; contract balances, purchases and withdrawals; and
- 4) Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to **LBL's** policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as **LBL** uses to protect its own confidential information. You will implement appropriate measures to:

- 1) Ensure the security and confidentiality of **LBL's** customer information;
- 2) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to **LBL**, or destroyed upon **LBL's** request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter.

Further, you agree that any violation of this section shall be a material breach of this Agreement and shall entitle **LBL** to immediately terminate this Agreement without penalty upon notice to you. You agree to permit **LBL** to audit your compliance with this section, and with all applicable laws, rules and regulations, during regular business hours upon reasonable notice to you. The provisions of this section shall survive any termination of this Agreement.

PROTECTED HEALTH INFORMATION (Requirements pursuant to HIPAA)

- 1) Definitions. The following definitions relate to this section only.
 - a) Business Associate. "Business Associate" means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
 - b) Individual. "Individual" means the person who is the subject of protected health information, or that person's personal representative in his or her fiduciary capacity.
 - c) Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
 - e) Protected Health Information. "Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of **LBL** in the course of fulfilling its obligations under this Agreement. "PHI" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
 - f) Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.
 - g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - h) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - i) Security Rule. "Security Rule" shall mean the Health Insurance Reform: Security Standards for the protection of Electronic PHI at 45 CFR Part 160 and Part 164, Subpart C, as in effect or as amended.
- 2) Obligations and Activities
 - a) You agree to comply with the policies and procedures of **LBL** with respect to PHI.
 - b) You agree to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

- c) You agree to use appropriate safeguards, including safeguards for the protection of electronic PHI, as provided in the Security Rule (45 C.F.R. Parts 160 and 164), to prevent use or disclosure of PHI other than as provided for by this Agreement;
- d) You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of PHI by you in violation of the requirements of this Agreement.
- e) Business Associate shall notify the appropriate Covered Entity of any use or disclosure of such Covered Entity's PHI of which Business Associate becomes aware. Business Associate shall also notify the appropriate Covered Entity of any Security Incident or any Breach of Unsecured PHI of which it becomes aware. Business Associate shall provide such notification to Covered Entity without unreasonable delay and in no case later than five (5) days after the discovery by Business Associate of the non-permitted use or disclosure, Security Incident, or Breach.

The Notification from Business Associate to Covered Entity shall be in writing and shall:

- (i) identify each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the non-permitted use or disclosure, Security Incident, or Breach;
- (ii) provide a description of what happened, including the date of the non-permitted use, Breach, or Security Incident and the date of the discovery of the non-permitted use or disclosure, Security Incident, or Breach;
- (iii) provide a description of the types of Unsecured PHI that were involved in the non-permitted use or disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved) on an individual basis;
- (iv) identify who made or caused the non-permitted use or disclosure, Security Incident, or Breach and who received the non-permitted disclosure;
- (v) identify any steps individuals should take to protect themselves from potential harm resulting from the non-permitted use or disclosure, Security Incident or Breach; and
- (vi) provide such other information, including a written report, as Covered Entity may reasonably request.

Business Associate shall pay for the reasonable and actual costs associated with the notices Covered Entity is required to provide to individuals pursuant to 45 C.F.R Section 164.404, and for the reasonable and actual costs of any mitigating measures the Covered Entity reasonably deems appropriate. Business Associate shall also use all reasonable efforts to assist Covered Entity in investigating the non-permitted use or disclosure, Security Incident; or Breach.

In addition, Business Associate will provide a written report to Covered Entity of any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entities' Electronic PHI, or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this written report once per month, except that, if any such incident resulted in a use or disclosure not permitted by this BAA, in a Security Incident, or in a Breach of Covered Entities' Unsecured PHI, Business Associate will provide notice in accordance with the provisions set forth in the paragraphs of this Section above.

- f) You agree to ensure that any person or entity to whom you provide PHI received from **LBL** or the Individual, or created or received by you on behalf of **LBL**, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- g) You agree to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by you on behalf of, **LBL**, available to **LBL**, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining **LBL's** compliance with the Privacy Rule.
- h) You shall keep a record of disclosures of PHI and agree to make information regarding disclosures of PHI available to **LBL** within fifteen (15) days of a request by **LBL**. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and the address of such entity or person, if known; (iii) a brief description of the PHI disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all Individuals whose PHI was disclosed.
- i) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to accommodate an Individual's access to his/her PHI. In the event an Individual contacts you directly about access to PHI, you will not provide access to the Individual but shall forward such request to **LBL** within five (5) business days of such contact.
- j) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to make amendments to PHI. You shall promptly incorporate any such amendments into the PHI. In the event an individual contacts you directly about making amendments to PHI, you will not make any amendments to the individual's PHI but shall forward such request to **LBL** within five (5) business days of such contact.
- k) You agree to notify **LBL** within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose PHI. To the extent that **LBL** decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with **LBL** in such challenge.

- l) If a customer terminates his or her relationship with you, or the customer's policy is not renewed, or is canceled, you shall return to **LBL**, or destroy, all PHI received from **LBL**, or created or received by you from the customer. This provision shall apply to PHI that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the PHI.

3) Permitted Uses and Disclosures

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, you may use or disclose PHI to perform functions, activities, or services for, or on behalf of, **LBL** as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by **LBL**.

Specific Use and Disclosure Provisions

- a) Except as otherwise limited in this Agreement, you may use PHI for the proper management and administration of your business or to carry out your legal responsibilities.
- b) Except as otherwise limited in this Agreement, you may disclose PHI for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances 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 you of any instances of which it is aware in which the confidentiality of the information has been breached.
- c) You may use PHI to report violations of law to **LBL** and to appropriate Federal and State authorities, where consistent with the Privacy Rule.
- d) Use PHI to provide Data Aggregation services to **LBL** as permitted by 42 CFR 164.504(e)(2)(i)(B).

4) Obligations of **LBL**

To the extent that your use or disclosure of PHI may be affected, **LBL** shall notify you of:

- a) Any limitation(s) in LBL's notice of privacy practices;
 - b) Any changes in, or revocation of, permission by Individual to use or disclose PHI;
 - c) Any restriction to the use or disclosure of PHI that **LBL** has agreed to.
- 5) Business Associate, in its performance of the functions, activities, services, and operations specified above, shall only use, disclose, and request the minimum amount of Covered Entities' PHI reasonable necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate and Covered Entities acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and government guidance on the definition.
 - 6) As of the effective date specified by any final regulations issued on the topic of remuneration in exchange for PHI, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entities or Business Associate obtained from the individual, in accordance with 45 CFR Section 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as otherwise allowed in the HITECH Act.
 - 7) Notwithstanding any other provision in this Agreement, Business Associate shall comply with the Health Information Technology Act of 2009 Standards, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH.
- ### 8) Termination
- a) Termination for Cause. Upon **LBL's** knowledge of a material breach or violation of the requirements imposed by the Privacy or Security Rules by you, **LBL** may either:
 - i. Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by **LBL**;
 - ii. Immediately terminate this Agreement if you have committed a material breach or violated the Privacy or Security Rules and cure is not possible; or
 - iii. If neither termination nor cure are feasible, **LBL** shall report the violation to the Secretary.
 - b) Effect of Termination.
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all PHI received from **LBL**, or created or received by you on behalf of **LBL**. This provision shall apply to PHI that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the PHI.
 - ii. In the event that you determine that returning or destroying the PHI is infeasible, you shall provide to **LBL** notification of the conditions that make return or destruction infeasible. Upon written notice by you to **LBL** that return or destruction of PHI is infeasible, you shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as you maintain such PHI.

9) Indemnification.

You hereby agree to indemnify and hold **LBL**, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by **LBL**, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of the Protected Health Information section of this Agreement by you or your employees, agents or subcontractors.

10) Safeguards

Business Associate shall use appropriate safeguards, including safeguards for the protection of electronic PHI, as provided in the Security Standards (45 C.F.R. Parts 160 and 104), to prevent use or disclosure of PHI in breach of this Agreement. Business Associate shall provide **LBL** with information concerning such safeguards upon **LBL's** request, and shall, upon reasonable request, give **LBL** access for inspection and copying to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for purpose of determining Business Associate's compliance with this Agreement. Business Associate shall supply all assistance reasonably necessary so that the **LBL's** auditors may complete any such inspection.

11) Injunction

You hereby agree that **LBL** will suffer irreparable damage upon your breach of your obligations under the privacy or security provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that **LBL** may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy **LBL** may have.

12) Survival

Your respective rights and obligations relating to the requirements of the privacy and security provisions of this Agreement and PHI shall survive the termination of this Agreement.

13) Interpretation

Any ambiguity in this Agreement shall be resolved to permit **LBL** to comply with the Privacy Rule, Security Rule or Standards for Electronic Transactions.

Lincoln Benefit Life Company, Lincoln, Nebraska
GENERAL AGENT'S AGREEMENT — APPOINTMENT

GENERAL AGENT:

Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Date: _____

**BENEFICIARY TO RECEIVE COMMISSIONS PAYABLE
AFTER DEATH (LIMITED TO ONE INDIVIDUAL):**

Name of Beneficiary: _____
(Print or Type Name Here)

Address of Beneficiary: _____

RECRUITING ORGANIZATION:

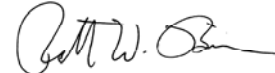
Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Recruiter's Agent #: _____

LINCOLN BENEFIT LIFE COMPANY:



By: Robert W. Birman, Vice President

Agreement Effective Date: _____

INITIAL COMMISSION SCHEDULE FORM: _____

Lincoln Benefit Life Company (“**LBL**”) hereby appoints the individual or entity named above as its **GENERAL AGENT (“GA” or “you”)** with duties, powers, and obligations as herein set forth, and **GA** hereby accepts the appointment on the terms and conditions set forth herein. The provisions stated in all exhibits, supplements, Commission Rules, and Schedules of Commissions are incorporated into and made a part of this Agreement. **Effective Date** -- For all GAs that are natural persons, except where prohibited by the law of the state in which GA holds a resident license, this Agreement shall become executed and effective upon the earlier of 1) your submission of an insurance application to LBL and submission of your appointment by LBL to the state, or, 2) the first payment of commissions to a subagent assigned to GA. In states where the above is not permitted, this Agreement shall become effective immediately. If GA is not a natural person (i.e. corporation, other entity, etc.), this Agreement shall become effective immediately. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law, regulation or Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

Authority — You are authorized to act as an Agent on behalf of **LBL** for the purpose of developing and supervising the distribution of **LBL's** insurance products. Specifically, you are authorized to:

- 1) Recruit and recommend persons for appointment by **LBL** as insurance agents.
- 2) Train and supervise such agents in accordance with the standards of **LBL** and the requirements of the state or states in which they are licensed and in which they act as an agent for **LBL**.
- 3) Solicit applications for the policies of insurance and annuity contracts written by **LBL** and approved for marketing.

Responsibilities – You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- 1) For any applications solicited by you, you shall submit such applications when received to **LBL**. You shall also collect the first premium and transmit all collections promptly to **LBL**.
- 2) You shall promptly deliver any policy or contract issued by **LBL** to the owner of the policy or contract. In no event shall delivery take longer than thirty (30) days from the date you receive the policy or contract. In the event delivery will take longer than thirty (30) days, you are required to notify **LBL**.
- 3) You shall make reasonable effort to preserve business issued by **LBL** and to maintain in force policies issued by **LBL**.
- 4) You shall at all times comply with the applicable requirements and procedures of **LBL** that are communicated to you pertaining to underwriting practices, acceptance of risks, delivery of policies and all other areas of conduct for **LBL's** business.
- 5) Licensing of agents shall be in compliance with statutory and regulatory requirements of the Departments of Insurance or other regulatory agencies and in accordance with the standards and procedures established by **LBL**. Neither you nor any of your agents

shall solicit business for **LBL** until you or your agents are qualified and authorized under applicable law to write business for **LBL**.

- 6) You must at all times have the capacity to communicate with **LBL** through electronic mail and to accept electronic communications and transactions including, but not limited to, receiving and sending e-mail correspondence and accessing and receiving internet communications.
- 7) You shall notify **LBL** immediately upon becoming aware of any misdemeanor or felony criminal convictions (excluding minor traffic citations) relating to you, your employees, or any agent licensed under you and appointed with **LBL**.
- 8) Comply with **LBL's** requirements and procedures concerning the replacement of life insurance policies and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, **LBL** requires you to:
 - a) recommend the replacement only when replacement is in the best interest of the customer;
 - b) fully disclose any and all relevant information to the customer, including: (i) comparing old and new premium expenses, surrender charges, cash values, and death benefits; (ii) any specific loss of cash value or policy value related to surrendering the existing policy; (iii) all guaranteed and maximum values of both policies; (iv) whether a new contestability period and/or suicide clause will start under the new policy; and (v) whether the customer will have to resubmit to underwriting to purchase the new policy;
 - c) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
 - d) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- 9) Adhere to **LBL's** rules and regulations concerning ethical market conduct, which require that you:
 - a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
 - b) maintain a current license and valid appointment in all states in which you promote the sale of **LBL** products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the State Departments of Insurance and **LBL**;
 - c) comply with **LBL's** policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor; submit, prior to use, all advertising materials intended to promote the sale of **LBL** products to **LBL** for approval;
 - d) immediately report to **LBL** any customer complaints, whether written or oral, and assist **LBL** in resolving the complaint to the satisfaction of all parties; and
 - e) communicate these standards to any agents or officer personnel that you directly supervise and request their agreement to be bound by these conditions as well.
- 10) During the term of this Agreement, you will maintain errors and omissions insurance coverage in an amount satisfactory to **LBL** underwritten by an insurer satisfactory to **LBL**. Coverage must insure against any negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.

Independent Contractor – The relationship you have with **LBL** under this Agreement is that of an independent contractor. Neither you nor your employees or agents shall be deemed to be the employee or servant of **LBL**.

You also acknowledge that all agents in your hierarchy are independent contractors of **LBL** and, at a subagent's election or for good cause, can be transferred by **LBL** in accordance with **LBL's** transfer rules. None of the benefits provided by **LBL** to its employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available to you, your employees, and agents.

Hold Harmless and Indemnification -- **LBL** will not be liable for any obligation, act or omission of **GA** or Agents. **LBL** will hold harmless and indemnify **GA** for any loss or expense suffered as a result of the noncompliance by **LBL** with respect to any applicable law or regulation or any provision of this Agreement.

GA will not be liable for any obligation, act or omission of **LBL**. **GA** will hold harmless and indemnify **LBL** for any loss or expense suffered as a result of the noncompliance by **GA** or Agents with respect to any applicable law or regulation or any provision of this Agreement.

Limitation of Authority – You shall not possess or exercise any authority on behalf of **LBL** other than expressly conferred by this Agreement. Activities that you are specifically not authorized to perform on behalf of **LBL** include, but are not limited to:

- 1) Making, altering, or discharging any contract.
- 2) Incurring any indebtedness or liability on behalf of **LBL**.

- 3) Expending, or contracting for the expenditure of, any funds of **LBL**.
- 4) Extending the time for payment of any premium, binding **LBL** to the reinstatement of any terminated policy, or accepting notes for payment of premiums.
- 5) Waiving or modifying any terms, conditions, or limitations of any policy.
- 6) Adjusting, settling, or committing **LBL** to any action regarding any claim.
- 7) Issuing, using, or circulating any advertisement or literature referencing **LBL** unless the advertisement or literature has first been approved in writing by **LBL**.
- 8) Entering into any legal proceedings on behalf of **LBL** in connection with any matters pertaining to **LBL's** business.
- 9) Delivering any policy issued by **LBL** prior to the settlement by the applicant of the first premium or required funding for the policy or contract.
- 10) Delivering any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

Records – All books, records, application forms, and material furnished by **LBL** pertaining to the solicitation of applications for insurance hereunder shall be the property of **LBL** and shall be destroyed or returned to **LBL** upon termination of this Agreement. All other records pertaining to your performance under this agreement shall be open to inspection by **LBL** or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the conduct of your business, and **LBL** shall not be liable in any way therefore.

Taxes – You shall assume full responsibility for, and indemnify **LBL** against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

Fiscal Responsibility – You shall immediately pay to **LBL** all monies received by you or your agents on all applications obtained and policies issued. All such funds shall be segregated by you and held by you in trust. Such funds shall not be used by you for any purpose.

Compensation – Your compensation shall be based on your personal production and the production of all agents assigned to you. You shall be compensated according to the Schedule of Commissions, as amended from time to time, for premiums received on policies issued by **LBL** for applications secured under this Agreement. Payment of commissions shall be made at such times and in the manner **LBL** considers appropriate for the efficient administration of this Agreement. The Schedule of Commissions is subject to change by **LBL**, but any change shall not apply to business written prior to the effective date of the change. The statements issued by **LBL** concerning agent's commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive unless, within thirty (30) days following the date the statement is published, you notify **LBL** of a dispute regarding any transactions reported on that statement. If a policy on which you are receiving commission or services lapses for any reason, no further commission will be paid to you unless the policy is reinstated and you remain the agent of record.

If, at any time, for any reason, **LBL** refunds any premium on which you received a commission or service fee, you shall immediately repay to **LBL** the commission you received on such premium. If **LBL** returns policy or contract values, and waives applicable withdrawal or surrender charges, to settle a policy or contract owner dispute or complaint, the return of policy or contract values shall be considered a refund of premium to the extent of premiums previously paid into the policy or contract.

Vesting – Your right to commissions shall be deemed fully vested, except as specifically limited in this Agreement or the Schedule of Commissions, and renewal commissions shall be paid for the term and in the amount shown in the applicable Schedule of Commissions. Following the termination of this Agreement for any reason, the amount shown as services fees in the Schedule of Commissions may be reduced by half.

Indebtedness – You shall be responsible to **LBL** for the acts of your agents and employees and for the indebtedness of your agents to **LBL**. **LBL** shall have a retaining first lien against any commissions payable hereunder for any indebtedness of you or your agents to **LBL**, and **LBL** may charge and set off any such amounts due from commissions payable. Your indebtedness shall be absolutely repayable on demand from **LBL**. Following demand for repayment or termination of this Agreement, whichever occurs first, **LBL** may assess interest at the maximum lawful rate on all indebtedness from that date until paid. You shall be responsible to **LBL** for all costs and expenses, including legal fees, incurred by **LBL** as a part of its efforts to collect indebtedness.

Beneficiary – If you are a natural person, you may name one beneficiary to receive any commissions that are payable after your death. **LBL** reserves the right to require evidence that there are no conflicting claims before making payments to the named beneficiary. In the absence of a valid beneficiary designation, payments shall be made to your estate. If the commissions paid for the calendar year prior to the year of your death were less than the minimum required amount stated in the most recent Commission Rules, then no commissions will be payable after your death. In addition, if the amount of commissions for any consecutive 12-month period after your death is less than the minimum required amount stated in the most recent Commission Rules, no further commissions will be paid to a beneficiary or your estate.

Assignment – You may not assign this Agreement, any interest in this Agreement, or any compensation earned or to be accrued under this Agreement without the prior written consent of **LBL**.

Termination – Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in a state that requires pre-notice of appointment termination, you hereby agree to waive any advance notice of appointment termination and agree that termination will be effective immediately upon delivery of written notice. Upon termination, you shall in no manner thereafter act for **LBL** and shall promptly account for and remit to **LBL** any monies then held for it. On demand, you shall return all undelivered policies to **LBL**, and return or destroy all rate books, or other records, materials, and properties belonging to **LBL**.

Termination For Cause – This Agreement may be terminated for cause by **LBL** immediately upon written notice to GA if GA:

1. Wrongfully withholds or misappropriates any funds, insurance policies or contracts, or other property belonging to an applicant, policy or contract owner or **LBL**;
2. Acts to injure the business, discredit the reputation, or to materially prejudice the interests of **LBL**;
3. Fails to comply with the terms or conditions of this Agreement;
4. Violates any state or federal insurance law or regulation;
5. Commits any fraud upon **LBL** or its policy or contract owners.

For a period of two years following termination of this Agreement **LBL** reserves the right to treat and characterize the termination as a termination for cause if **LBL** determines that an activity or event listed in paragraphs 1 through 5 above occurred either before termination or within two years after termination.

In the event GA is terminated for cause, then GA shall forfeit any and all rights to commissions or any other thing of value then due or to thereafter accrue or vest under this or any other Agreement with **LBL**.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Nebraska by you with **LBL**. This Agreement shall be governed by and construed according to the laws of the State of Nebraska. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

Non-Public Personal Financial Information –

(Requirements pursuant to the Gramm-Leach-Bliley Act)

You agree to protect any confidential information of **LBL** customers that is accessible by you. Confidential Information includes, but is not limited to, any nonpublic personal information about **LBL's** customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:

- 1) Application information, such as assets and income;
- 2) Identifying information, such as name, address and social security number;
- 3) Transaction information such as policy activity; contract balances, purchases and withdrawals; and
- 4) Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to **LBL's** policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as **LBL** uses to protect its own confidential information. You will implement appropriate measures to:

- 1) Ensure the security and confidentiality of **LBL's** customer information;
- 2) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to **LBL**, or destroyed upon **LBL's** request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter.

Further, you agree that any violation of this section shall be a material breach of this Agreement and shall entitle **LBL** to immediately terminate this Agreement without penalty upon notice to you. You agree to permit **LBL** to audit your compliance with this section, and with all applicable laws, rules and regulations, during regular business hours upon reasonable notice to you. The provisions of this section shall survive any termination of this Agreement.

**PROTECTED HEALTH INFORMATION
(Requirements pursuant to HIPAA)**

- 1) Definitions. The following definitions relate to this section only.

- a) Business Associate. "Business Associate" means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
- b) Individual. "Individual" means the person who is the subject of protected health information, or that person's personal representative in his or her fiduciary capacity.
- c) Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
- e) Protected Health Information. "Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of **LBL** in the course of fulfilling its obligations under this Agreement. "PHI" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
- f) Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.
- g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- i) Security Rule. "Security Rule" shall mean the Health Insurance Reform: Security Standards for the protection of Electronic PHI at 45 CFR Part 160 and Part 164, Subpart C, as in effect or as amended.

2) Obligations and Activities

- a) You agree to comply with the policies and procedures of **LBL** with respect to PHI.
- b) You agree to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- c) You agree to use appropriate safeguards, including safeguards for the protection of electronic PHI, as provided in the Security Rule (45 C.F.R. Parts 160 and 164), to prevent use or disclosure of PHI other than as provided for by this Agreement;
- d) You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of PHI by you in violation of the requirements of this Agreement.
- e) Business Associate shall notify the appropriate Covered Entity of any use or disclosure of such Covered Entity's PHI of which Business Associate becomes aware. Business Associate shall also notify the appropriate Covered Entity of any Security Incident or any Breach of Unsecured PHI of which it becomes aware. Business Associate shall provide such notification to Covered Entity without unreasonable delay and in no case later than five (5) days after the discovery by Business Associate of the non-permitted use or disclosure, Security Incident, or Breach.

The Notification from Business Associate to Covered Entity shall be in writing and shall:

- (i) identify each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the non-permitted use or disclosure, Security Incident, or Breach;
- (ii) provide a description of what happened, including the date of the non-permitted use, Breach, or Security Incident and the date of the discovery of the non-permitted use or disclosure, Security Incident, or Breach;
- (iii) provide a description of the types of Unsecured PHI that were involved in the non-permitted use or disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved) on an individual basis;
- (iv) identify who made or caused the non-permitted use or disclosure, Security Incident, or Breach and who received the non-permitted disclosure;
- (v) identify any steps individuals should take to protect themselves from potential harm resulting from the non-permitted use or disclosure, Security Incident or Breach; and
- (vi) provide such other information, including a written report, as Covered Entity may reasonably request.

Business Associate shall pay for the reasonable and actual costs associated with the notices Covered Entity is required to provide to individuals pursuant to 45 C.F.R Section 164.404, and for the reasonable and actual costs of any mitigating

measures the Covered Entity reasonably deems appropriate. Business Associate shall also use all reasonable efforts to assist Covered Entity in investigating the non-permitted use or disclosure, Security Incident; or Breach.

In addition, Business Associate will provide a written report to Covered Entity of any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entities' Electronic PHI, or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this written report once per month, except that, if any such incident resulted in a use or disclosure not permitted by this BAA, in a Security Incident, or in a Breach of Covered Entities' Unsecured PHI, Business Associate will provide notice in accordance with the provisions set forth in the paragraphs of this Section above.

- f) You agree to ensure that any person or entity to whom you provide PHI received from **LBL** or the Individual, or created or received by you on behalf of **LBL**, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- g) You agree to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by you on behalf of, **LBL**, available to **LBL**, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining **LBL's** compliance with the Privacy Rule.
- h) You shall keep a record of disclosures of PHI and agree to make information regarding disclosures of PHI available to **LBL** within fifteen (15) days of a request by **LBL**. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and the address of such entity or person, if known; (iii) a brief description of the PHI disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all Individuals whose PHI was disclosed.
- i) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to accommodate an Individual's access to his/her PHI. In the event an Individual contacts you directly about access to PHI, you will not provide access to the Individual but shall forward such request to **LBL** within five (5) business days of such contact.
- j) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to make amendments to PHI. You shall promptly incorporate any such amendments into the PHI. In the event an individual contacts you directly about making amendments to PHI, you will not make any amendments to the individual's PHI but shall forward such request to **LBL** within five (5) business days of such contact.
- k) You agree to notify **LBL** within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose PHI. To the extent that **LBL** decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with **LBL** in such challenge.
- l) If a customer terminates his or her relationship with you, or the customer's policy is not renewed, or is canceled, you shall return to **LBL**, or destroy, all PHI received from **LBL**, or created or received by you from the customer. This provision shall apply to PHI that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the PHI.

3) Permitted Uses and Disclosures

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, you may use or disclose PHI to perform functions, activities, or services for, or on behalf of, **LBL** as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by **LBL**.

Specific Use and Disclosure Provisions

- a) Except as otherwise limited in this Agreement, you may use PHI for the proper management and administration of your business or to carry out your legal responsibilities.
- b) Except as otherwise limited in this Agreement, you may disclose PHI for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances 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 you of any instances of which it is aware in which the confidentiality of the information has been breached.
- c) You may use PHI to report violations of law to **LBL** and to appropriate Federal and State authorities, where consistent with the Privacy Rule.
- d) Use PHI to provide Data Aggregation services to **LBL** as permitted by 42 CFR 164.504(e)(2)(i)(B).

4) Obligations of **LBL**

To the extent that your use or disclosure of PHI may be affected, **LBL** shall notify you of:

- a) Any limitation(s) in LBL's notice of privacy practices;
- b) Any changes in, or revocation of, permission by Individual to use or disclose PHI;
- c) Any restriction to the use or disclosure of PHI that **LBL** has agreed to.

- 5) Business Associate, in its performance of the functions, activities, services, and operations specified above, shall only use, disclose, and request the minimum amount of Covered Entities' PHI reasonable necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate and Covered Entities acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and government guidance on the definition.
- 6) As of the effective date specified by any final regulations issued on the topic of remuneration in exchange for PHI, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entities or Business Associate obtained from the individual, in accordance with 45 CFR Section 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as otherwise allowed in the HITECH Act.
- 7) Notwithstanding any other provision in this Agreement, Business Associate shall comply with the Health Information Technology Act of 2009 Standards, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH.

8) Termination

- a) Termination for Cause. Upon **LBL's** knowledge of a material breach or violation of the requirements imposed by the Privacy or Security Rules by you, **LBL** may either:
 - i. Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by **LBL**;
 - ii. Immediately terminate this Agreement if you have committed a material breach or violated the Privacy or Security Rules and cure is not possible; or
 - iii. If neither termination nor cure are feasible, **LBL** shall report the violation to the Secretary.
- b) Effect of Termination.
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all PHI received from **LBL**, or created or received by you on behalf of **LBL**. This provision shall apply to PHI that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the PHI.
 - ii. In the event that you determine that returning or destroying the PHI is infeasible, you shall provide to **LBL** notification of the conditions that make return or destruction infeasible. Upon written notice by you to **LBL** that return or destruction of PHI is infeasible, you shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as you maintain such PHI.

9) Indemnification.

You hereby agree to indemnify and hold **LBL**, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by **LBL**, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of the Protected Health Information section of this Agreement by you or your employees, agents or subcontractors.

10) Safeguards

Business Associate shall use appropriate safeguards, including safeguards for the protection of electronic PHI, as provided in the Security Standards (45 C.F.R. Parts 160 and 104), to prevent use or disclosure of PHI in breach of this Agreement. Business Associate shall provide **LBL** with information concerning such safeguards upon **LBL's** request, and shall, upon reasonable request, give **LBL** access for inspection and copying to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for purpose of determining Business Associate's compliance with this Agreement. Business Associate shall supply all assistance reasonably necessary so that the **LBL's** auditors may complete any such inspection.

11) Injunction

You hereby agree that **LBL** will suffer irreparable damage upon your breach of your obligations under the privacy or security provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that **LBL** may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy **LBL** may have.

12) Survival

Your respective rights and obligations relating to the requirements of the privacy and security provisions of this Agreement and PHI shall survive the termination of this Agreement.

13) Interpretation

Any ambiguity in this Agreement shall be resolved to permit **LBL** to comply with the Privacy Rule, Security Rule or Standards for Electronic Transactions.