



**BROKER CONTRACT**

<p><b>Broker:</b></p>	<p>Unum Life Insurance Company of America                  Provident Life and Accident Insurance Company                  The Paul Revere Life Insurance Company</p>
<p><b>Print date:</b></p>	<p>First Unum Life Insurance Company                  Provident Life and Casualty Insurance Company</p>

- 1. Parties.** The parties to this contract ("Contract") are the Broker referenced above (hereinafter referred to as "You" or "Your") and the Company or Companies named above with which Broker is appointed for the solicitation of insurance business (hereinafter referred to singly or collectively as the "Company").
- 2. Authority.** The Company hereby authorizes You, subject to the terms and conditions of this Contract, to solicit and procure insurance business with the Company, upon completion of the applicable state appointment requirements; to service policies issued as a result; to collect the initial premium or prepayment of expenses thereon; and to furnish receipts for same. The authority granted hereunder shall extend only to insurance business of the kind or kinds described in the Schedules to this Contract as amended from time to time by the Company.
- 3. Territory.** The authority conferred upon You under the terms of this Contract is limited to the jurisdictions in which each Company is licensed to do business and in which You are licensed and appointed as required by law to perform the functions specified herein. Specific policy forms shall not be solicited or delivered in any jurisdictions which require regulatory approval thereof, until such approval has been obtained by the Company.
- 4. Representations and Warranties.** You represent that You have never been convicted of a state or federal felony crime that would prohibit or disqualify You from participating in the business of insurance. You hereby represent and warrant that prior to solicitation of insurance business, You shall be properly licensed and appointed in accordance with the Company requirements and should You have representatives solicit insurance business, in Your name or under Your business entity's state appointment(s) as allowed by the applicable state, You certify that said representatives are properly licensed in accordance with all state regulations in each state where they solicit insurance business.
- 5. Representatives.** If You have representatives solicit insurance business in Your name or on behalf of Your business entity, You hereby warrant that Your representatives are properly licensed and appointed in accordance with all state regulations in each state where they solicit insurance business. You shall:

  - a) Require Your representatives to complete and submit to the Company all necessary licensing and/or appointment forms in accordance with the Company requirements. The Company shall have the right to refuse to appoint any of Your representatives.
  - b) You shall instruct Your representatives that: (i) Your representatives are to solicit insurance business for the Company only in jurisdictions where such insurance business is approved for sale; (ii) insurance business for the Company may only be solicited by Your representatives who are properly licensed and duly appointed with the Company to solicit such insurance business; and (iii) Your representatives shall not make any representations concerning Company's insurance business except those representations contained in sales literature, advertising or other materials provided by the Company or previously reviewed and approved in writing by the Company.

- c) You shall provide reasonable supervision designed to ensure that Your representatives do not violate any provisions of this Contract, procedures or policies of the Company or any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction over the sale and service of insurance business.

**6. Duties and Responsibilities.** You hereby agree that You will not violate any laws, rules, or regulations of any federal, state or local government, department or bureau having jurisdiction over the sale and service of insurance business. You will comply with all applicable Company policies and procedures, including Broker Market Conduct Compliance Manual, as may be issued from time to time. Specifically, but without limitation, You shall:

- a) Comply with any applicable rules and regulations regarding the replacement of insurance policies, including the preparation of appropriate replacement forms, delivery of them to applicants and the provision of notices and other required forms and information to the Company;
- b) Promptly transmit to the Home Office of the Company, or to such person designated by the Company, applications received, together with any initial premium payments or prepayment of expenses collected with respect to such applications.
- c) Promptly deliver to the purchaser or contract holder all contracts issued by the Company and transmitted to You for delivery.
- d) Submit to the Company for its prior written approval, any advertising, sales or other material bearing its name or relating to insurance business issued by the Company.
- e) Accept amendments, notices, communications and marketing materials, forwarded by or on behalf of the Company, which are sent via domestic or global mail services, facsimile, or electronic mail.
- f) Promptly repay to the Company (i) any compensation paid on policies which are rescinded and (ii) any compensation advanced by the Company with respect to policies returned during any applicable "right to examine" period.
- g) At all times, maintain all appropriate licenses, or certificates of authority, to engage in any transaction contemplated by this Contract, including compliance with applicable state continuing education and training requirements.
- h) You shall comply with all state and federal laws and regulations regarding disclosure of compensation. You shall fully disclose to Your clients Your eligibility to receive compensation from the Company for the sale of any insurance business and that in certain circumstances You may also be entitled to receive supplemental commissions. The Company will provide disclosures to customers in accordance with the Company's policy. If requested by the customer, You or the Company shall provide to the customer the rate or amount of total compensation You receive from the Company attributable to the insurance coverage provided to the customer by the Company.
- i) To the extent You sell or place products covered by the U.S. Treasury Department Final Rules for Insurance Companies implementing Anti-Money Laundering compliance requirements (the "Treasury Rules") on behalf of the Company, You represent that You are familiar with and have received training on how to detect and report suspicious activity as set forth in the Treasury Rules.

**7. Limitations.** Notwithstanding anything in this Contract to the contrary, it is further agreed that:

- a) You shall have no authority to: (i) alter, modify, change, or waive any terms, rates, conditions, applications or policies, except as You may be directed to do in writing by the Company; or (ii) waive any forfeiture in favor of the Company or the insured; or (iii) incur any expense, debt, obligation or liability for or against the Company; or (iv) solicit insurance business of any kind except as set forth in this Contract; or (v) extend the time of payment of premiums or other moneys due to the Company; or (vi) waive any policy obligation or condition; or (vii) endorse checks made payable to the Company; or (viii) make any representations not strictly in accordance with the provisions of insurance business issued by the Company; or (ix) directly or indirectly pay or allow any rebate of premium or commission, or provide any other inducement offer on insurance business issued or proposed to be issued by the Company.
- b) You shall have no authority to institute legal proceedings on behalf of the Company or act on behalf of the Company in any way with respect to a potential or actual claim and/or legal proceeding.

- c) You shall have no authority to accept for the Company any renewal contribution or premium paid on any insurance business of the Company. If you do accept renewal contribution or premium paid, you shall inform the insured that you have no binding authority to do so, and payment or delivery of such renewal contribution or premium to You will not be considered as having been received by the Company until the Company receives cash therefore.
- d) You shall not subcontract, assign, transfer or pledge this Contract, any of Your rights, obligations, or interest hereunder, or any compensation accruing hereunder, without the prior written consent of an authorized officer of the Company.

**8. Enrollments.** The Company may authorize You to conduct enrollments with respect to the Company's insurance business. You shall not enroll or conduct enrollment or re-enrollment activities unless approved to do so in advance by the Company at its discretion in each instance, which approval may be subject to requirements determined by the Company. The procedures, materials and systems intended to be utilized for each such enrollment shall be subject to prior review and approval, and audit, by the Company. You shall record and transmit to the Company in a timely manner accurate and complete enrollment related data and individual level responses and elections received or collected by You. You will also ensure that any signatures taken electronically comply with, and are enforceable under, applicable electronic signature laws. In the event any misrepresentation occurs or incorrect data is transmitted and processed as a result of information provided by You to the Company, You shall take all steps deemed by the Company to be necessary or appropriate to correct the situation. The Company reserves the right to take necessary actions to ensure the errors are corrected. You shall immediately notify the Company if you become aware of any breach of this provision by You or by Your representatives and shall cooperate with the Company to remedy such breach.

**9. Premium Collection and Policy Delivery.**

- a) If You are authorized to collect premium, You may collect only the initial premium or a portion thereof on insurance business solicited and procured by You. Unless specifically authorized by the Company in writing, You shall only accept checks or drafts made payable in current funds to the Company. Premiums collected by You shall be immediately submitted to the Company, and shall not be deposited or negotiated by You unless specifically authorized in writing by the Company.
- b) Policies and other related documents shall be delivered to the insured person or policyholder within ten (10) business days of receipt by You. Delivery shall not be completed until all applicable delivery receipts, releases, and other documents required by the Company have been signed by the insured person or policyholder and returned to the Company by You. Compensation shall not be earned on any insurance business if the policy or related documents are not delivered within such period. You shall return to the Company any policy or related documents not delivered within such period.

**10. Compensation.**

- a) As compensation for the duties and obligations assumed by You pursuant to this Contract, the Company will pay compensation, as shown in the applicable Schedule(s) and which are incorporated in, and form a part of this Contract, on insurance policies issued by the Company that are solicited and placed by You after the Effective Date of this Contract and upon verification by the Company of Your license(s) and completion of the Company appointment(s) with the applicable state(s) in accordance with state laws. The percentages shown in the Schedule(s) are a percent of the premiums paid for the policies issued by the Company, unless otherwise specified.
- b) In no event shall compensation paid under this Contract exceed limits imposed by any applicable law or regulation.
- c) At any time the Company determines that it is necessary to change the rate of compensation for insurance business written under this Contract, the Company shall give You written notice of such change. Any change in the rate or amount of first-year and renewal commissions shall apply to insurance policies issued on or after the effective date of the written notice provided to You by the Company and to any changes or revisions to insurance policies written prior to the effective date of the written notice if such changes or revisions result in payment of new or additional commissions.

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- d) If there is more than one broker contract or another similar contract or agreement between You and the Company that quotes compensation on the same policy form, the Company will pay compensation under only one such broker contract, specifically, the broker contract dated later in time.
- e) The Company will not pay compensation on premiums of a policy that is in conversion of individual, family, or group insurance, or on premiums of a policy which are waived by the Company, unless specifically indicated otherwise in writing by the Company. Where in the Company's judgment a policy replaces a policy of the same or similar form previously issued by the Company or one of its affiliates on the same policyholder, the compensation payable on the new policy will be paid only in accordance with the Company's then current policies and procedures.
- f) You shall refund pro-rata to the Company compensation on premiums refunded for any reason at the same rate at which compensation was originally paid.
- g) Any amounts paid to You in error shall be due and payable immediately upon request by the Company.
- h) Following termination of this Contract, You shall be entitled to further compensation on business written under this Contract as provided in the applicable Schedules, as issued by the Company. Any amounts paid subsequent to the termination of this Contract, are subject to the provisions of Sections 11 and 18 hereof.
- i) Upon Your death, if a natural person, any amounts otherwise payable under the terms of this Contract shall be paid to Your estate or personal representative.
- j) It is understood that the Company shall be responsible for the payment only of the amounts specified in the Schedules issued by it as part of this Contract.
- k) If you have representatives solicit insurance business in Your name or on behalf of Your business entity, the Company shall pay all compensation directly to You on all premiums accepted by it on all policies issued and placed on applications written by Your representatives and You shall be solely responsible for any and all compensation due to Your representatives for the sale of such insurance business. You shall have no right to receive compensation with respect to insurance business solicited by Your representatives dated after termination of this Contract.

**11. Indebtedness.** The Company has the right to offset against any compensation due to You under this Contract any amounts owed by You to the Company or to any affiliate of the Company, and the amount of such indebtedness shall be and remain a first lien against such compensation until the indebtedness has been paid in full. For purposes of this Section, affiliate shall mean any corporation directly or indirectly controlling, controlled by, or under common control with the Company.

**12. Indemnification.** Each party shall indemnify and hold the other party and its subsidiaries and affiliates, and their respective officers, directors, contractors, agents and employees, harmless, from and against any and all claims, suits, actions, proceedings, fines, penalties, losses, damages, liabilities, costs and expenses (including without limitation all reasonable attorneys' fees and court costs) that arise from, out of, or are caused by any negligent act or omission or any reckless or intentionally wrongful conduct of or by the indemnifying party or its officers, directors, shareholders, agents, representatives, contractors or employees in connection with performance of or compliance with the duties required under this Contract.

**13. Accounts.** The Company will furnish You with periodic statements showing compensation payments and charges made to You within such accounting period. You hereby agree that the ledger accounts of the Company shall be competent and sufficient evidence of the state of accounts between You and the Company. Failure by You to object in writing to any statement of account furnished by the Company to You within sixty (60) days from date of such statement of account shall render such statement a correct account as between You and the Company.

**14. Records and Audit.** In addition to other record keeping obligations pursuant to any other contract or agreement between You and the Company, You shall maintain, at Your principal administrative office, adequate books and records of all transactions in which You engage with the Company or its policyholders or insured persons. The Company shall have the right to audit such books and records upon reasonable notice to You. Such books and records shall be maintained in accordance with

prudent standards of insurance record keeping for the term of this Contract and for the five-year period following the termination of this Contract.

- 15.Complaints.** You will immediately notify the Company of any complaint against You or the Company arising from performance, or lack thereof, of this Contract. You shall forward to the Company by express or overnight mail any summons, complaint, notice of suit, inquiry from an insurance department or other regulatory body with respect to activity under this Contract, or a written complaint about the Company, any insurance business issued by the Company, or about a policy or service of the Company.
- 16.Waiver.** Failure of the Company to insist upon strict compliance by You with any of the terms or conditions of this Contract shall not be construed as a waiver of such terms or conditions with respect to any subsequent default or failure of performance.
- 17.Relationship of the Parties.** The relationship of the parties is that of independent contractor. Nothing in this Contract shall be construed to create an employment relationship between You and the Company or to establish You as a full-time insurance salesperson with respect to the Company. You, as an independent contractor, shall determine the persons to solicit for insurance business and the time, methods and manner in which to perform the services pursuant to this Contract. You hereby acknowledge the status of independent contractor with respect to the Company, and where applicable agree to be responsible for all taxes (including those imposed by the Federal Insurance Contributions Act) as a self-employed independent contractor.
- 18.Forfeiture.** Notwithstanding anything in this Contract to the contrary, fraud or misrepresentation in connection with any Company business, failure to promptly remit funds collected on behalf of the Company, or willful violation of any of the terms of this Contract shall result in the immediate termination of this Contract if then in force and the immediate termination of Your right to any further compensation otherwise payable hereunder. The Company's obligation for payment of compensation to You will cease, and all compensation may, at the Company's discretion, be forfeited, if You systematically induce, directly or indirectly, policyholders or insured persons of the Company to replace, cancel or discontinue the payment of premiums on policies or coverages, or if total compensation due You from the Company for the preceding calendar year is less than the minimum amount established by the Company in its then current policies and procedures.
- 19.Costs.** Your compliance with this Contract shall be at Your sole expense, and You shall not seek reimbursement from the Company for any such expenses.
- 20.Release From Prior Contracts.** With respect to types of insurance business indicated in the applicable Schedules, this Contract cancels and supersedes any prior agreement or contract between the parties hereto for solicitation of insurance business with the Company by You. Commissions payable on any policies written under any such prior agreements shall be determined and paid as specified therein. The rights of lien and offset for the security of any indebtedness due to the Company under such prior agreements are hereby reserved and continued.
- 21.Notices.** All notices, requests, demands and other communications between the parties pursuant to this Contract shall be deemed delivered when sent via domestic or global mail service, facsimile, or electronic mail to the parties as follows:

To You:

At Your last address/email/fax number shown in the Company's files.

To the Company:

Broker Compensation Services  
**Unum**  
1 Fountain Square, Chattanooga,  
Tennessee 37402  
[PCSC@unum.com](mailto:PCSC@unum.com)

**22. Entire Agreement and Modification.**

- a) This Contract consists of this document and applicable Schedule(s) and constitutes the entire agreement between the parties.
- b) The Company reserves the right to amend or replace this Contract, in whole or in part, upon written notice to You. This Contract may be modified only in writing signed by an authorized officer of the Company and expressing a clear intent to modify this Contract. You shall not be bound by any such modifications until notified of the change and delivery of a copy of such writing to You in accordance with Section 21 of this Contract. Any attempted modification of this Contract by You without the Company's prior written consent will not be binding upon the Company.

**23. Termination.** This Contract will terminate:

- a) At the sole discretion of either party, upon thirty (30) days (or the minimum days required by state law) written notice of termination given by either party to the other;
- b) Immediately for breach of any of the terms of this Contract, upon written notice provided to the breaching party;
- c) On a date mutually agreed upon by You and the Company;
- d) At the Company's sole discretion immediately upon termination, expiration or revocation of Your license by any department or bureau having jurisdiction over the sale and service of insurance business;
- e) On Your death or adjudication of incompetence;
- f) On the dissolution of the business entity if You are a business entity;
- g) Upon Your commencement of voluntary or involuntary bankruptcy proceedings.

Authority to solicit a particular type or types of insurance business shall terminate upon thirty (30) days written notice of termination of the applicable commission schedule or a portion thereof given by the Company to You. Such action shall not affect the continuance of this Contract with respect to any type of insurance business not specified in the notice.

Upon termination of this Contract, You shall immediately deliver to the Company all materials and supplies belonging to or supplied by the Company and shall immediately pay in cash all sums then due.

**24. Severability.** If any provision of this Contract should be determined to be invalid or otherwise unenforceable under law, the remainder of this Contract shall not be affected thereby.

**25. Choice of Law.** This Contract shall be governed by, construed and interpreted in accordance with the laws of the State of Tennessee.

**26. Binding Nature.** This Contract is binding upon the Company and You, and our respective, successors and assigns.

**27. Interpretation.** Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the Company to comply with applicable law(s). The parties agree that the rule that any ambiguities in a contract are to be interpreted against the drafter shall not be applied to this Contract.

**28. Survival.** Certain terms and conditions contained in this Contract shall survive the termination, cancellation, or completion of performance of this Contract. Such terms and conditions include, but are not limited to, those contained in Sections 11, 12, 18, and 19 of this Contract and including any other sections which by their terms the parties intend such terms to continue in effect after any expiration or termination. Your obligations set forth in Sections 30 and 31 shall survive the expiration or termination of this Contract indefinitely or, as otherwise directed by the Company, until the information is destroyed by You or returned to the Company pursuant to this Contract.

**29. Miscellaneous.** Performance of this Contract is not contingent upon the Company's rating, underwriting or marketing practices. This Contract does not expressly or implicitly obligate the Company to accept insurance business from You that does not comply with the Company's rating, underwriting or marketing practices as they may exist and change from time to time during the term of this Contract.

**30. Confidentiality, Privacy, and Information Security.** To the extent You receive or access personally identifiable information from or on behalf of the Company or create personally identifiable information on behalf of the Company ("Personal Information"), You shall comply with the requirements of this Section 30.

- a) *Confidentiality of Personal Information.* Personal Information may be in any media or format, includes any individual's name, address, phone number, fax number, e-mail address, date of birth, Social Security number or other government-issued identifier, credit card information or Internet Protocol address, and may relate to any individual, including consumers or customers of Company and any individual related to a business-to-business customer of the Company. You shall comply with all state and federal laws, regulations and rules applicable to Personal Information, including state laws on privacy and data security, including but not limited to the federal Gramm-Leach-Bliley Act ("GLB"), and any requirements associated with GLB that may be enacted by any state. As between the Company and You, the Company shall be the sole owner of Personal Information. You shall use such Personal Information only in connection with and for the purposes of the performance of Your promises, duties and obligations under this Contract and may disclose Personal Information only as expressly permitted by this Contract. You shall disclose Personal Information only as follows: (i) to Your employees, officers, directors, agents representatives and contractors to the extent that such persons need to know such Personal Information so that You may perform the promises, duties and obligations outlined in this Contract; (ii) to Your accountants, auditors, attorneys and other professional advisors to Your business; (iii) to the extent You are ordered to produce Personal Information by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body subpoena, but only if You (a) give prompt notice of the demand to the Company, including the specific Personal Information to which the demand relates and the basis and purpose of the demand so that the Company may contest the demand or seek a protective order or other appropriate remedy, (b) cooperate in any such effort by the Company, and (c) in any event, only disclose Personal Information to the extent necessary to protect or enforce Your legal rights, or to defend Yourself; (iv) to the extent otherwise required by law.
- b) *Security of Personal Information.* To the extent You receive or create any Personal Information, You shall implement and maintain a commercially reasonable information security program to protect such information. Your security program shall be appropriate to the size and scope of Your operations and the sensitivity of the information handled by You. Your information security program shall be designed to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any person. Your security program shall comply with all applicable state and federal laws, regulations and rules, including but not limited to laws regarding the use of encryption.
- c) *Termination and Effect of Termination.*
  - i) Except as otherwise provided herein, upon termination of this Contract, for any reason, You shall return or destroy, in compliance with applicable law and at the Company's option and at Your sole cost and expense, all Personal Information. Destruction of Personal Information shall be carried out in a manner and method consistent with then-existing legal and industry standards for the safe destruction of records containing sensitive information and You shall certify the same to the Company. This provision shall also apply to Your employees, agents, subcontractors and any authorized third parties.
  - ii) In the event You determine that returning or destroying Personal Information is not feasible, You shall notify the Company of the conditions that make return or destruction unfeasible. Upon mutual agreement of the parties that such return or destruction is not feasible, You may maintain Personal Information, subject to the continued protections and requirements of this Contract, and, You shall limit further use and disclosure of Personal Information to those purposes that make the return or destruction not feasible.

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- d) *Privacy and Data Security Policies and Procedures.* You agree:
  - i) To implement and maintain appropriate administrative, technical and physical safeguards;
  - ii) To allow individuals to access their Personal Information when such rights are required by law or at the direction of the Company; and
  - iii) That You will provide the Company the right to audit Your business processes and practices that involve the collection, use, disclosure or retention of Personal Information in relation to the services rendered under this Contract at any time upon reasonable prior notice to You.
- e) *Report of Security Incidents.* You agree:
  - i) To report to the Company as soon as feasible but in every case within five (5) calendar days of discovery any unauthorized access to, acquisition, use, disclosure, modification or destruction of Personal Information ("Security Incident") of which You become aware. The report you provide to the Company shall include such information as the Company may request.
  - ii) To cooperate with the Company in investigating any Security Incident and implementing measures to mitigate any harmful or potentially harmful effects of such Security Incident. You shall bear the expense of any such investigation and mitigation measures and shall reimburse the Company for all reasonable expenses incurred by the Company in connection with such investigation or measures.
- f) *Your Employees, Officers, Directors, Agents, Representatives and Subcontractors.*
  - i) You shall take all measures reasonably necessary to ensure that Your employees, officers and directors are advised of the confidential nature of Personal Information and comply with the requirements of this Contract regarding Personal Information.
  - ii) You agree to ensure that Your agents, representatives, contractors, accountants, auditors, attorneys or other professional advisors to whom You provide Personal Information agree to the same restrictions and conditions that apply through this Contract to You with respect to such information.
  - iii) You shall be responsible for any failure of Your employees, agents, representatives, subcontractors and any authorized third party to comply with these terms and conditions regarding Personal Information.
- g) *Injunctive Relief.* You acknowledge and agree that any use, disclosure or maintenance of any Personal Information in a manner inconsistent with this Contract may give rise to irreparable injury to the Company for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the use or disclosure of Personal Information in violation of this Contract or failure to maintain the security of Personal Information as required by this Contract.

**31. Business Associate Addendum.** In addition to obligations contained in Section 30, to the extent that You create, receive, maintain, transmit or access, from or on behalf of the Company, Protected Health Information "(PHI)", as that term is defined by the Health Insurance Portability and Accountability Act, as amended from time to time ("HIPAA"), you also agree to comply with HIPAA, and further, you also agree to and shall comply with the following provisions (hereinafter referred to as "Business Associate Addendum"):

- a. *Definitions.* The following terms shall have the meanings ascribed to them in this Section:
  - i) *Business Associate* shall mean You as designated in Section 1 of this Contract, to the extent You are a Business Associate under HIPAA Rules.
  - ii) *Covered Entity* shall mean the Company, as designated in Section 1 of this Contract, on behalf of any covered "health plan" as that term is defined by HIPAA Rules, to the extent Company is a Covered Entity under HIPAA Rules.
  - iii) *HIPAA Rules* shall mean the Electronic Transactions Rule, the Privacy Rule (45 CFR Part 160 and Part 164, Subparts A and E), the Security Rule (45 CFR Part 160 and Part 164, Subparts A and C), the Breach Notification Rule (45 CFR Part 164, Subpart D), and the Enforcement Rule (45 CFR



Part 160, Subparts C, D, and E), all as may be amended from time to time, and such other related rules as may be promulgated from time to time.

Terms used, but not otherwise defined, in this Addendum shall have the same meanings as those terms in the HIPAA Rules or in this Contract.

*b. Permitted Uses and Disclosures by Business Associate.*

- i) Except as otherwise limited in this Addendum, Business Associate may only use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule or any other applicable law if done by the Covered Entity.
- ii) Business Associate may use or disclose PHI as Required by Law.
- iii) Business Associate agrees to limit uses, disclosures of, and requests for PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, in accordance with 45 CFR § 164.502(b).

*c. Business Associate's Obligations With Respect To Protected Health Information.*

- i) Business Associate agrees not to use or disclose PHI other than as expressly permitted or required by this Addendum or as required by law.
- ii) Business Associate agrees to use appropriate safeguards, and comply with the Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of the PHI other than as expressly provided for by this Addendum.

*d. Duty to Report.*

- i) Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Addendum, of which it becomes aware, including any Breach of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. The parties agree that the term Security Incident does not include trivial and unsuccessful incidents such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, or denials of service.
- ii) Business Associate agrees to report any actual or likely Breach of Unsecured PHI ("Breach") as soon as feasible, but in all cases within five (5) business days of a known Breach. Business Associate shall: (a) promptly investigate any Breach and remedy the circumstances that permitted the Breach to occur; (b) reasonably cooperate with Covered Entity in investigating any Breach; (c) implement such measures as deemed appropriate by Covered Entity, in its reasonable discretion, to mitigate any harmful or potentially harmful effects of such Breach, including notifying impacted individuals, appropriate authorities and media and providing all impacted individuals with services to protect themselves against identity theft or other harm; (d) notify Covered Entity of the results of any investigation, mitigation and any remedial steps taken in response to the Breach; (e) bear the expense of any such investigation, mitigation or remedial measures; and (f) reimburse Covered Entity for any reasonable expenses incurred by Covered Entity in connection with such investigation, mitigation or remedial measures. Business Associate shall not deliver any notification to impacted individuals, relevant authorities, or the media that references Covered Entity in any manner without the express written approval of Covered Entity; such approval not to be unreasonably withheld, conditioned, or delayed.

*e. Subcontractors and agents.* In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate further agrees to ensure that any agent or representative, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate, agrees to the same restrictions, conditions, and requirements that apply through this Addendum to the Business Associate with respect to PHI.

*f. Right of access to information.* At the request of the Covered Entity, and in the time and manner designated by the Covered Entity, Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity, or to the individual who is the subject of that PHI, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

*g. Amendment and incorporation of amendments.* At the request of the Covered Entity, and in the time and manner designated by the Covered Entity, Business Associate agrees to make amendments to PHI in a Designated Record Set, as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

*h. Access to books and records.* Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

*i. Provide accounting.* Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate further agrees to provide to the Covered Entity, in the time and manner designated by the Covered Entity, information collected in accordance with this Section.

*j. Carrying Out Covered Entity's Obligations.* To the extent that Business Associate is to carry out one or more of Covered Entity's obligation under 45 CFR Part 164, Subpart E, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

*k. Standards For Certain Transactions Conducted Using Electronic Media.* To the extent that Business Associate conducts any transaction, as defined in 45 CFR 160.103, Business Associate agrees to adhere to all applicable requirements of the Electronic Transactions Rule.

*l. Termination and Effect of Termination.*

- i) A breach of this Addendum is a breach of this Contract for which the Covered Entity shall have the right to terminate this Contract and such other termination rights as provided in this Contract.
- ii) Except as otherwise provided herein, upon termination of this Addendum, for any reason, Business Associate shall return or destroy, at the option of the Covered Entity, all PHI and retain no copies of PHI. This provision shall also apply to PHI that is in the possession of subcontractors, agents or representatives of the Business Associate.
- iii) In the event that Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, the protections and requirements of this Addendum and the parties' respective rights and obligations hereunder shall be extended so long as the Business Associate maintains such PHI and the Business Associate shall limit further use and disclosure of such PHI to those purposes that make the return or destruction not feasible.

*m. Miscellaneous.*

- i) A reference in this Addendum to a section in the HIPAA Rules or other applicable law means the section as in effect or as amended.
- ii) Business Associate shall accept and comply with such amendments to this Addendum as the Covered Entity may determine from time to time are necessary to enable the Covered Entity to comply with the requirements of the HIPAA Rules, HIPAA, or any other applicable laws

**IN WITNESS WHEREOF**, the parties have executed this Contract effective upon the Company's acceptance of this Contract, which shall be the Effective Date of this Contract.

**BROKER - Please complete the column below**

\_\_\_\_\_  
Print Name of Broker (Individual or Entity Name)

\_\_\_\_\_  
Signature of Broker (Signature of an Officer if an Entity)

\_\_\_\_\_  
Print Name of Officer Signing if an Entity

\_\_\_\_\_  
Title of Officer if an Entity

\_\_\_\_\_  
Street Address (Resident Address if an Individual)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date Signed (xx/xx/xxxx)

**UNUM USE ONLY**

\_\_\_\_\_  
**Please enter the Broker SSN or Tax ID if an Entity**

**NOTE: Sign and return the entire Broker Contract.**

UNUM IS A REGISTERED TRADEMARK AND MARKETING BRAND OF UNUM GROUP AND ITS INSURING SUBSIDIARIES.