

REPRESENTATIVE AGREEMENT

This Representative Agreement (“Agreement”) is between the undersigned Representative (“Representative”) and each insurance company which executes this Agreement (each a “Company”).

If more than one Company executes this Agreement with Representative, Representative and each such Company agree that there shall be two or more separate and distinct agreements between Representative and each such executing Company. The rights, duties, obligations and responsibilities of each Company under this Agreement are separate and distinct from the duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between Representative and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Agreement.

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. APPOINTMENT.** Company authorizes Representative to solicit Product applications and to recruit Other Representatives. Company agrees to appoint Representative with the appropriate state insurance departments for Representative to solicit Product applications. This appointment is not exclusive.
- B. COMPENSATION.**
1. **For Each Product.** Representative’s compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time and will be distributed to Representative.
 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
 - (a) Representative is licensed and appointed in accordance with laws and Company procedures,
 - (b) the Product is actually issued, delivered to and accepted by the customer,and
 - (c) the premium for the Product is paid to the Company.
 3. **Compensation After Termination.** Representative shall not be entitled to any compensation after the Termination Date of this Agreement, except for:

- (a) Vested Compensation, except as provided in Section B.5,
and
 - (b) any net credit balance in Representative's account for compensation earned as of the Termination Date.
4. **Forfeiture.** Representative will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, Representative commits any of the following acts:
- (a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
 - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
 - (c) does any act which results in the suspension or revocation of Representative's insurance license.
5. **Potential United of Omaha Life Insurance Company Long Term Care Commission Forfeiture.** Representative agrees that following termination of this Agreement (irrespective of whether Representative subsequently re-contracts with Company), for any reason, if Representative's United of Omaha Life Insurance Company ("United") Long Term Care commissions for business written and submitted through its United Long Term Care hierarchy, results in less than \$750 in commissions payable to Representative in any successive 12 month period following the termination of this Agreement, then any further United Long Term Care renewal commissions for business written by Representative shall be forfeited and no longer payable to Representative. This provision shall apply to all such renewal commissions, regardless of whether such commissions were designated as "Vested Compensation".

C. REPRESENTATIVE'S DUTIES.

- 1. **Licenses and Approvals.** Representative shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
- 2. **Monitor and Communicate.** Representative may recruit Other Representatives. Representative shall monitor its Other Representatives and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other Representatives to properly address compliance or other risks. When directed by Company, Representative shall communicate Company information to its Other Representatives.

3. **Solicitation.** Representative shall help its Other Representatives in soliciting Products. If Representative is contracting as an individual, then Representative may solicit applications for Products.
4. **Service.** Representative shall help its Other Representatives in servicing customers. If Representative is contracting as an individual, Representative shall provide service to Representative's customers.
5. **Confidentiality and Privacy.** Representative shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to Representative.
6. **Compliance with Laws and Conduct.** Representative shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
7. **Compliance with Company Policies.** Representative shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other Representatives to comply with all policies, practices, procedures, processes and rules of Company. Representative shall promptly notify Company if Representative or any of its employees or Other Representatives are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** Representative shall have and maintain Errors and Omissions liability insurance covering Representative and Representative's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** Representative shall be responsible for all money collected by Representative, Representative's employees and its Other Representatives on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other Representatives, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by Representative purely in a fiduciary capacity and not for Representative's own benefit. Representative is not authorized to spend, cash or deposit for any purpose, any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Representative shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years

from the date of such transactions, or longer if required by federal or state law or regulation.

11. **Advertising Materials.** Representative shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** Representative shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, Representative shall deliver to its customers any information that Company provides to Representative for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Representative by Company. Representative shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. LIMITATIONS. Representative, either directly or through its employees or Other Representatives, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and

regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, Representative must provide the customer with full disclosure (both positive and negative) of all relevant information.

6. **Misrepresentation.** Misrepresent or induce any Other Representative to misrepresent, any provision, benefit, or premium of any Product.

E. COMPENSATION ADMINISTRATION.

1. **Accounting.** Company will account to Representative for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through Representative. Company reserves the right to freeze Representative's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, Representative shall pay to Company all compensation previously paid or credited to Representative's account on such returned premium.
3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to Representative from Company under this Agreement to any and all obligations or Indebtedness of Representative or its employees, Other Representatives or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon Representative, and the right exists irrespective of whether the obligations of Representative or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within thirty days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
5. **Limitation of Compensation Actions.** Any claim by Representative regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to Representative. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.

- F. TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, Representative or Company shall have the right at any time to terminate this Agreement, with cause or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. INDEPENDENT CONTRACTOR.** Representative is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Representative shall be free to exercise Representative's own judgment as to the persons from whom Representative will solicit and the time and place of such solicitation.
- H. INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the Representative for the purpose of verifying Representative's compliance with the provisions of this Agreement.
- I. INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other Representatives in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided in this Agreement.
- J. GENERAL.**
1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
 2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
 3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

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

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** Representative's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Beneficiary.** If Representative is an individual, then Representative designates the beneficiary specified on the signature page or such other party or parties as Representative may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after Representative's death.
11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

K. DEFINITIONS. The following terms have the following meanings. Any singular word shall include any plural of the same word.

1. **“Authorized Representative”** means the President of a Company or an individual authorized in writing by the President.
2. **“Compensation/Product Schedule”** means a Company’s distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to Representative for any Product, and (b) is made a part of this Agreement.
3. **“Indebtedness”** means any amounts owed by Representative to Company, including but not limited to (a) the chargeback of any compensation paid or credited to Representative under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to Representative, (c) any expenses incurred by the Company on behalf of Representative, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the Representative.
4. **“Other Representative”** means any individual or organization, which (a) enters into a representative, general agent or other marketing agreement with Company and (b) submits Product applications that designate Representative.
5. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **“Termination Date”** means the later to occur of (a) the date on which Representative or Company sends written notice of termination to the other party, or (b) the date specified by Representative or Company in a written notice of termination to the other party.
7. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to Representative after the Termination Date, subject to Section B.5 regarding United Long Term Care potential forfeiture, if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if Representative is the writing agent, Representative must also remain the producer of record.

**TO BE COMPLETED BY REPRESENTATIVE
FOR ALL STATES EXCEPT NEW YORK**



REPRESENTATIVE
 By: _____
(Signature always required)
 Printed Name: _____
(Same as signature above)
 Title: _____
 Representative: _____
(As it appears on license)
 DBA: _____
(If applicable)
 Date: _____
 Designated Beneficiary _____



**MUTUAL OF OMAHA INSURANCE COMPANY
 UNITED OF OMAHA LIFE INSURANCE COMPANY
 UNITED WORLD LIFE INSURANCE COMPANY**

By: _____
 Name: _____
 Officer Title: Vice President Customer Service Administration
 Date: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number

			+		+				
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or

Employer Identification Number

	+								
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Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **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, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here	Signature of U.S. person →	Date →
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**TO BE COMPLETED BY REPRESENTATIVE
FOR NEW YORK ONLY**



REPRESENTATIVE	
By: _____ <small>(Signature always required)</small>	
Printed Name: _____ <small>(Same as signature above)</small>	
Title: _____	
Representative: _____ <small>(As it appears on license)</small>	
DBA: _____ <small>(If applicable)</small>	
Date: _____	
Designated Beneficiary _____	



MUTUAL OF OMAHA INSURANCE COMPANY COMPANION LIFE INSURANCE COMPANY
By: _____
Name: _____
Officer Title: <u>Vice President Customer Service Administration</u>
Date: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number							
			+		+		

or

Employer Identification Number							
			+				

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **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, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here	Signature of U.S. person →	Date →
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CONFIDENTIALITY AND PRIVACY AMENDMENT

Representative

This “Confidentiality and Privacy Amendment” is made a part of and incorporated into the Representative Agreement between Representative and Company (“Agreement”) and is effective on the effective date of the Agreement. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy Amendment shall remain in full force and effect.

A. Definitions.

Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Privacy and Security Rules.

1. **“Confidential Business Information”** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by Representative or (b) information relating to direct or indirect compensation payable, paid or provided to Representative under the Agreement.
2. **“Confidential Information”** means Confidential Business Information and Protected Health Information.
3. **“Privacy and Security Rules”** shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR part 160 and part 164, and the Security Standards at 45 CFR part 162 and part 164, as they may be amended from time to time.
4. **“Protected Health Information”** shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. **“Associate”** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of Representative.

B. Representative's Obligations Regarding Confidential Information.

1. **Non-Disclosure of Confidential Information.** Representative agrees to retain all Confidential Information in strict confidence. Representative will not use or disclose Confidential Information to others, except to Representative's Associates for purposes related to Representative's performance of its obligations under the Agreement, provided the Associate is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby, and provided such disclosure is not otherwise prohibited under the Agreement. Representative is responsible to Company for a breach of confidentiality by its Associates.
2. **Safeguarding.** Representative agrees to use appropriate safeguards commonly available, such as anti-virus, firewalls and encryption, to prevent use or disclosure of Confidential Information other than as provided for by the Agreement. This shall include, without limitation, compliance with all existing and enacted laws and regulations.
3. **Reporting Unauthorized Use or Disclosure.** Representative agrees to report to Company any incidents involving use or disclosure of Confidential Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that Representative becomes aware of such unauthorized use or disclosure. All details of the incident shall be provided so that Company can assess the scope and impact and take additional action as necessary to safeguard the information. Representative shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Information Regarding Confidential Information.** Representative agrees to adequately inform its Associates of the obligations set forth herein relating to Confidential Information.
5. **Offshore Outsourcing.** Representative agrees that it will not allow any Confidential Information to leave the United States without prior written consent of the Company's Privacy Office. Representative further agrees to ensure that any Associate to whom it provides customer information, agrees to the same restriction.

C. Representative's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** Representative agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.
2. **Safeguarding.** Representative agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as

provided for by the Agreement. Additionally, Representative agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company.

3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** Representative agrees to report to Company's Privacy Office any successful security incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that Representative becomes aware of such successful security incident or unauthorized use or disclosure. Representative shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. Representative will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.
4. **Associates.** Representative agrees to ensure that any Associate to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, Representative agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. **Amendment of Protected Health Information.** Representative agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
7. **Accounting for Disclosures.** Representative agrees to document and immediately notify Company's Privacy Office of its disclosure of any Protected Health Information for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy and Security Rules. With regard to each such disclosure, Representative will provide Company's Privacy Office the date of the disclosure, the name of the entity or person who received the Protected Health Information, the address of such entity or person, if known, a brief description of all Protected Health Information disclosed, a brief statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.

8. **Inspection of Internal Practices, Books and Records.** Representative agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.
- D. Return or Destruction of Confidential Business Information and Protected Health Information.** Upon termination of the Agreement, for any reason, Representative will promptly return or destroy all Confidential Business Information. Upon written request of Company, the destruction or return of such information shall be confirmed in writing. Upon termination of the Agreement, for any reason, Representative shall return, if feasible, all Protected Health Information that Representative maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of the Agreement shall be extended to the Protected Health Information and Representative's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as Representative maintains the Protected Health Information.
- E. Disclosures Required by Law or a Governmental Authority.** If Representative is required to disclose Confidential Information in response to legal process or a governmental authority, Representative shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. Representative shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment will be accorded such Confidential Information.
- F. Compliance with Laws.** Representative shall comply with its obligations under the Agreement and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.
- G. Amendment.** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to Representative without the consent of Representative. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and those of the Privacy and Security Rules, the Privacy and Security Rules shall control.
- H. Survival.** The respective rights and obligations of Representative under this Confidentiality and Privacy Amendment shall survive the termination of the Agreement.

- I. Termination for Violation of this Confidentiality and Privacy Amendment.**
Company may terminate the Agreement, effective immediately upon notice to Representative, if Representative has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: *Michelle A. Lebens*

Name: Michelle A. Lebens

Title: SVP Business Information & Project Management