

# Broker Sales Contract (Fixed Products)



Minnesota Life Insurance Company - a Securian Financial company  
400 Robert Street North, St. Paul, MN 55101-2098

## Section 1. AUTHORITY

Minnesota Life Insurance Company (We, Us, Our) hereby contracts with and agrees to appoint the individual or entity named on the signature page (You, Your) as a Broker. This Broker Sales Contract ("Contract") is effective on the date We determine, as indicated herein.

1.1 You agree:

- (a) To solicit and procure applications for Our fixed products as listed on any commission schedule in effect and made a part of this Contract, but, in any state that requires appointment, You may not solicit an application for Our products before You are appointed by us in that state;
- (b) To remit all applications and any initial premiums promptly to the agency that executed a "Request to Appoint" form on your behalf ("Agency") or as otherwise instructed by Us;
- (c) To deliver all issued products promptly to the contract owner in accordance with any delivery instructions;
- (d) To provide service to product owners of Our products;
- (e) To obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.
- (f) To promote Us or Our products by using only marketing materials that are approved by Us. For purposes of this provision, "marketing materials" means all written, and pictorial materials designed to reach the public (including but not limited to brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) which contain Our signature package (logo), reference Us or Our products, or mention Our name.
- (g) To comply with all other applicable state and federal laws and the rules and regulations of governmental or regulatory agencies affecting or governing the sale of Our products and with all applicable rules, policies and administrative procedures of Ours.

1.2 You acknowledge that You have been provided with access to a copy of Our Policies and Procedures Guide which we may amend from time to time and which can be found at <https://www.securian.com/products-services/financial-professionals/sell-our-products/producers-policies-procedures.html>. You agree to abide by our Policies and Procedures.

1.3 We agree to compensate You as provided in this Contract.

1.4 Under no circumstances shall We have any responsibility as a "fiduciary" under the Employee Retirement Income Security Act ("ERISA"), except solely to the extent We are deemed to have acted in a fiduciary capacity under ERISA or any applicable regulations, such that (i) the specific responsibility at issue is imposed directly and exclusively on Us or (ii) relief from such responsibility would be prohibited under ERISA Section 410.

1.5 To the extent We maintain a suitability supervision system, it is for the purposes of complying with the laws, rules and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions and not for any other purpose.

1.6 You agree that none of the marketing materials We provide to You are intended or designed to satisfy any disclosure provisions that may apply to Your obligations under federal or state laws and regulations.

## Section 2. COMPENSATION

### 2.1 COMMISSIONS

(a) Your compensation consists of commissions on products You sell. We will pay commissions as We receive premiums in cash, subject to Our established practices in effect at the time. We may pay commissions directly to You or to the broker-dealer with whom you are registered ("Your Broker-Dealer") if so required by Your Broker-Dealer. It is Your responsibility to inform Us in writing if Your commissions must be paid to Your Broker-Dealer. Commissions paid to Your Broker-Dealer will be governed by agreements between Us and Your Broker-Dealer, and any such payment will be Your Broker-Dealer's sole responsibility. In all cases involving a dispute or questionable commission claim, Our decision shall be binding and conclusive. For income and other tax reporting purposes, We will report all income paid directly by Us to You under this Contract;

- (b) We will calculate the amount of compensation under this Contract according to the applicable Brokerage Commission Schedule in effect for you on the date compensation is to be first paid to You for a particular policy. The Brokerage Commission Schedule in effect on the date that compensation is first paid for a policy shall apply to calculate the amount of all compensation paid on that policy throughout the life of the policy. Your initial Brokerage Commission Schedule is attached as Schedule 1. Whenever a new Brokerage Commission Schedule is issued, it will become a part of this Contract. Except as expressly stated in each new Brokerage Commission Schedule, the rates, schedules and other information in the new Brokerage Commission Schedule shall become effective during the first full calendar week following the issuance of the new Brokerage Commission Schedule. Terms and conditions regarding compensation chargebacks or the timing for payment of compensation will be subject to the current Brokerage Commission Schedule at the time compensation payments are due to You. We will either communicate it to You or post it on Our website accessible to You;
- (c) Nothing in Schedule 1 or otherwise in this Contract shall be construed as requiring Us to pay compensation in an amount or manner, or to a person or entity, that would be inconsistent with ERISA or any such rules or regulations;
- (d) We will pay all compensation which is due you under this Contract on and after the date of your death, to the duly appointed representative of your estate; and
- (e) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, cancelled, or not accepted, or for any other reason We believe is proper. You agree to return to Us, when We ask for it, all earnings which We credited to You on any premiums which We refund.

## 2.2 COMPENSATION AFTER TERMINATION

Should either You or We terminate this Contract, compensation for products in force after termination will be payable as follows:

- (a) If You are terminated for reasons other than reasons that qualify as Prohibited Acts under paragraph 4.6(c), commissions as described in Section 2.1 will continue to be paid as if this Contract were still in force on products sold before termination by You.

Notwithstanding the foregoing, if after Your termination You participate in the conduct described in paragraph 4.6(c)(1), 4.6(c)(4) or 4.6(c)(5), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation (according to Section 2.1 COMMISSIONS) shall be forfeited;

- (b) If termination is with cause and You have done any of the Prohibited Acts as defined in Section 4.6(c), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited. You agree to return compensation You received for cases where sections 4.6(c)(1) or (2) are violated and we have terminated Your contract for cause.

## 2.3 ADJUSTMENTS

- (a) RETURNED PREMIUMS. All compensation paid to You as provided in Section 2.1 under the applicable Brokerage Commission Schedule, on any premiums that are subsequently returned or otherwise not received by Us shall, upon Our demand, become a debt You owe to Us, payable according to paragraph 2.3(b) FIRST CLAIM ON EARNINGS; and
- (b) FIRST CLAIM ON EARNINGS. You agree to promptly repay all debts to Us, including reasonable interest as We determine. We have first claim on all of Your earnings earned through Us. This means that, as and when elected, We may keep all or any part of Your earnings to reduce any debt You owe Us. While We may release Your earnings while You owe Us a debt, this does not mean We have waived this right of first claim to Your earnings. We may make this claim whether Your earnings are due You, the representative of Your estate, Your heirs or Your assignees. Our claim also takes precedence over claims of Your creditors. All Your earnings We keep will be used to reduce the debt you owe Us.

## Section 3. ETHICAL STANDARDS

We require You to pledge to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

- 3.1 To conduct a thorough interview to determine the customer's needs and clearly disclose when products are being proposed as part of a sale presentation;
- 3.2 To ensure that the customer understands the costs and benefits of any product or proposal;

- 3.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- 3.4 To satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of Your fundamental duties when acting on behalf of Your customer; and
- 3.5 To treat all customers as You would want to be treated, and to maintain personal and professional conduct that enhances Your reputation and Our reputation.

#### **Section 4. GENERAL PROVISIONS**

4.1 STATUS. You are not Our employee under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. We shall not determine the place or time that You perform Your duties as a broker under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract. As a broker, You are not a full-time salesperson for Us. Therefore You are not eligible for any fringe benefit plans in which Your participation or Our contributions are in any way dependent on Your being considered a statutory or common law employee. We will not pay any social security or related taxes on Your commissions or other compensation.

4.2 ACTS NOT AUTHORIZED. Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority to act on Our behalf. Specifically, but not limited to the following, You are not authorized:

- (a) To offer for sale, in Our name, any products not included on the attached Brokerage Commission Schedule. However, this shall not affect Your ability to sell products on behalf of other insurance companies. The Brokerage Commission Schedule shall be amended by updates to the Brokerage Commission Schedule, without amending this Contract;
- (b) To make, alter, or discharge contracts in Our name, or guarantee any illustrations;
- (c) To incur any debt or liability for or against Us, institute any legal proceedings, or bind Us in any manner whatsoever;

- (d) To accept any money or property on Our behalf, except for first premiums on Our products;
- (e) To create or use any advertisement (all written and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) containing Our signature package (logo), referencing Us or Our products, or mentioning Our name unless (1) it has first been approved by Us in writing, and (2) a copy of the final version has been received by Our home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

#### **4.3 FIDELITY BOND AND INDEMNITY AGREEMENT.**

You are not covered under Our fidelity bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Us harmless against any damages or losses which We incurred as a result of Your actions or violations of applicable federal or state laws and regulations, including, but not limited to, violations of ERISA, the IRC, or violations of our policies and procedures by You or the actions of individuals working for You or on Your behalf.

#### **4.4 ERRORS AND OMISSIONS INSURANCE**

COVERAGES. Before soliciting applications for Us, You agree to provide written proof to Us of Your errors and omissions insurance coverage, of a form and type of coverage and an amount satisfactory to Us. You agree that this coverage shall include You and Your applicable administrative staff. You further agree to keep this required insurance coverage in force and to provide Us periodic proof of said coverage for as long as You are appointed by Us.

4.5 CLAIMS AGAINST YOU OR US. You agree to provide timely notice to Us and any applicable errors and omissions insurance carriers of any claim against Us, You, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Our products. You agree to cooperate with these carriers. To the extent full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your behalf, or to Us, We have the right to defend said claim, and settle that claim, when We receive satisfactory proof of the merit of that claim. You will be liable to Us and agree to reimburse Us fully for any payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

4.6 TERMINATION. This Contract can be terminated either without cause or with cause.

(a) Without Cause. Your Contract can be terminated, without cause and without a reason being given, at any time by You or Us. The party who wants to terminate this Contract without cause must give 15 days' written notice to the other party to the Contract. This Contract will terminate as of 11:59 p.m. on the 15th day following the date on which the notice was given. Upon mutual written agreement of the parties, the 15 day notice period may be waived.

(b) With Cause. Your Contract can be terminated for cause at any time by Us, in Our sole discretion. We must state the cause in writing to You. This Contract will terminate as soon as the written notice is given. Reasons may include, but are not limited to, Providing Us or encouraging an applicant to provide us with information in the application that You know is false, Your failure: to maintain a necessary license; to comply with any federal or state laws or regulations; to comply with Our rules or procedures; to make suitable arrangements to repay a debt payable to Us, or to comply with a term of this Contract.

(c) Forfeiture. Except as otherwise provided by law, if (1) Your Contract is terminated for cause; and (2) You also do (or You cause or allow any individuals working for You or on Your behalf to do) any of the conduct listed below (the "Prohibited Acts"), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited:

- (1) Withhold or misappropriate any funds, documents, or property belonging to an owner of one of Our products, or to a person whose application for a product has not been accepted by Us;
- (2) Knowingly provide false information on the applicant's application;
- (3) Provide false information in Your application to contract with Us;
- (4) Induce any owner of one of Our products to lapse or surrender the product or replace it with another company's product without Our consent, whether or not applicable replacement laws or regulations have been followed;
- (5) Induce or attempt to induce one of Our agents to leave Us; or

(6) Violate any state or federal law, rules or regulation applicable to the sale of Our products. You agree to return compensation You received for cases where clauses (1) or (2) above are violated and we have terminated Your contract for cause.

(d) Nothing herein shall affect Our right to assert any other claim, either in law or in equity, We may have or acquire against You.

(e) Termination of this Contract shall not affect Your obligation to repay any debt to Us or to account for and return all funds, products, training or sales material, and Our other property to Our satisfaction.

4.7 ASSIGNMENT. We are relying on Your specific abilities in the performance of the obligations and duties under this Contract. Therefore, neither this Contract nor any of the rights, obligations or duties under this Contract may be assigned by You without Our prior written approval, which approval may be withheld in Our sole discretion.

4.8 WAIVER. The failure of either party to exercise any right or enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently exercise that right or enforce that provision.

4.9 AMENDMENT OF CONTRACT. We reserve the right to amend any part of this Contract upon notice to You. Any amendment will be effective thirty days from the communication of such amendment, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on products previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Us unless signed by Our officer. We reserve the unilateral right to change or revise any part of the Brokerage Commission Schedule at any time. The commission calculations stated in any Brokerage Commission Schedule, however, shall continue to apply until We communicate changes to You or post them on Our website accessible to You. Brokerage Commission Schedules shall be exempt from the officer signature and notice requirements.

4.10 GOVERNING LAW. This Contract is governed by the laws of the State of Minnesota. Any litigation arising between the parties with respect to this Contract shall be conducted in Ramsey County, Minnesota.

4.11 ANTI-MONEY LAUNDERING. You shall comply with Our anti-money laundering policy, and, if requested, You shall assist in satisfying Our obligations under Our anti-money laundering policy.

4.12 JURISDICTION. We may make such changes and decisions as We deem advisable in the conduct of Our business, including but not limited to discontinuance of any policy form or withdrawal of product sales from any jurisdiction, and We shall incur no liability to You by reason of doing so.

4.13 EXHIBITS & SCHEDULES. The Exhibits and the Schedules to this Contract that are specifically referred to herein are a part of this Contract as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Contract, unless the context shall otherwise require. Any fact or item disclosed on any Schedule to this Contract shall be deemed disclosed on all other Schedules to this Contract to which such fact or item may apply.

4.14 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.14, 5, 6, and 7 shall survive a termination of this Contract.

#### **Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION**

All capitalized terms used in this section and not otherwise defined shall have the meanings set forth in regulations issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et.seq). In connection with Your performance under this Contract, You may have access to Nonpublic Personal Information concerning Our customers (Customer Information). With respect to Customer Information You agree as follows:

- 5.1 Nonpublic Personal Information that You acquire in connection with Your performance under this Contract is and remains Our property.
- 5.2 You are not authorized to use or disclose Customer Information for any purpose other than to fulfill Your obligations under this Contract. However, You may disclose Customer Information (a) to employees of Minnesota Life, (b) to Your employees, subcontractors and agents who have a business need for access, (c) as authorized by Us in writing, and (d) as required by law or court order. You will notify Us promptly upon becoming aware of any such court order, and will cooperate with Us in contesting such order.
- 5.3 You shall store Customer Information in a secure manner and shall use the same degree of care to prevent unauthorized and improper disclosure, as You use in protecting Your own confidential information.

5.4 You agree and represent that You have implemented appropriate measures designed to:

- (a) Ensure the security and confidentiality of Customer Information;
- (b) Protect against any anticipated threats or hazards to the security or integrity of the information; and
- (c) Protect against unauthorized access to or use of the information that could result in substantial harm or inconvenience to any Minnesota Life customer.

5.5 You agree to promptly notify Us if You, (a) receive any type of complaint or notice concerning violation of privacy rights, or (b) becomes aware of any unauthorized disclosure, acquisition or use of Customer Information. You shall cooperate with Us in investigating and responding to such incidents.

5.6 You agree to indemnify us for any and all claims, fines, damages and costs, including attorneys' fees, which may be incurred or assessed against Us as a result of breach of Your obligation of confidentiality.

5.7 Your obligation to maintain the security and confidentiality of Our Customer Information and to comply with the provisions of the Gramm-Leach-Bliley Act shall survive termination of Your relationship with Minnesota Life.

5.8 We shall have the right to audit You for compliance with the provisions of this Section.

#### **Section 6. MASSACHUSETTS DATA SECURITY LAW**

In connection with Your performance under this Contract, You may have access to Personal Information as that term is defined in Massachusetts Regulation 201 CMR 17.02. As required by 201 CMR 17:00: Standards for the Protection of Personal Information of Residents of the Commonwealth, You shall implement and maintain appropriate security measures for Personal Information.

#### **Section 7. HIPAA BUSINESS ASSOCIATE AGREEMENT**

In connection with Your performance under this Contract, You are or may be deemed to be our Business Associate. Business Associates, on behalf of Covered Entity, perform or assist in the performance of functions and activities that may involve the use and disclosure of Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Parts 160 and 164 ("Privacy Regulations"). This Agreement shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the "Federal Health Privacy Rules").

7.1 Definitions as applied to this Section (Any prospective amendment to the laws referenced in this definitional section prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.)

- (a) Breach. "Breach" has the same meaning as this term has in §13400 of the HITECH Act.
- (b) Business Associate. "Business Associate" shall mean You.
- (c) Covered Entity. "Covered Entity" shall mean Minnesota Life Insurance Company.
- (d) Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.
- (e) Electronic Protected Health Information. "Electronic Protected Health Information" means Protected Health Information that is maintained in or transmitted by electronic media.
- (f) Electronic Health Record. "Electronic Health Record" shall have the meaning given to such term in the HITECH Act.
- (g) Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.
- (h) 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 amended by the HITECH Act.
- (i) Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes Electronic Protected Health Information.
- (j) Required By Law. "Required By Law" has the same meaning as this term has in 45 CFR §164.501.
- (k) Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
- (l) Security Rule. "Security Rule" means the Security Standards for Protection of Personal Health Information promulgated by the Secretary in Title 45 C.F.R.
- (m) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.

## 7.2 Obligations of Business Associate

- (a) Permitted Uses and Disclosures. Business Associate agrees not to use or disclose PHI except for the performance of the Business Associate's obligations under the Agreement pursuant to which Business Associate performs services for Covered Entity.
- (b) Minimum Necessary. Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- (c) Specific Use or Disclosure. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and as permitted or required by this Agreement or the Privacy Regulations.

Business Associate may use or disclose PHI for the proper management and administration of its business or to carry out its legal responsibilities.

Business Associate may disclose PHI for the proper management and administration of its business, if (i.) the disclosures are Required by Law, or (ii.) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

Business Associate may use PHI to provide Data Aggregation services to Covered Entity.

- (d) Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used or disclosed by Covered Entity.
- (e) Appropriate Safeguards. Business Associate shall implement appropriate safeguards as necessary to prevent the use or disclosure of PHI otherwise than as permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity or under this Business Associate Agreement, including but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

- (f) Reporting Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing any access, use or disclosure of PHI not permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity, or this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery.
  - (g) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
  - (h) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
  - (i) Access to PHI. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designate of Covered Entity) access to PHI in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.
  - (j) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.
  - (k) Accounting Rights. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (l) Compliance with HITECH Standards. Notwithstanding any other provision in this Agreement to the contrary, Business Associate shall, pursuant to the HITECH Act, comply with all applicable requirements of the Privacy Rule and applicable requirements of the Security Rule.
  - (m) Governmental Access to Records. Business Associate agrees 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 Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
  - (n) Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to PHI.
  - (o) Notification of Breach. During the term of the Contract, Business Associate shall notify Covered Entity within 10 days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Business Associate becomes aware.
  - (p) Audit and Inspection. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures relating to the use or disclosure of PHI and for safeguarding PHI.
- 7.3 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may:
- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach within the time specified by Covered Entity;
  - (ii) immediately terminate this Agreement; or
  - (iii) Covered Entity shall report the violation to the Secretary.
- 7.4 Except as provided below, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of PHI is infeasible, Business Associate 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 Business Associate maintains such PHI.

7.5 If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.

You and We must sign two copies of the contract before it goes into effect.

**Broker**

Your appointment as a Broker and the terms of this Contract are accepted by You.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

**X**

\_\_\_\_\_  
Date

**Minnesota Life Insurance Company**

We approve and accept Your appointment as a Broker and the terms of this Contract.

\_\_\_\_\_  
Officer signature

**X**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Schedule 1: Brokerage Commission Schedule