



321 Middle Country Road
PO Box 863
Smithtown, NY 11787
Phone: 631-265-7456 Fax: 631-265-7054
www.victorson.com

Dear Producer,

Welcome to Victorson Associates, Inc.! Attached you will find the **First Reliance Standard** contracting paperwork you requested. Please forward completed paperwork back to me at above address, e-mail or fax for processing.

Please be thorough in completing the forms. Once you have them completed, please take a moment and make sure you have attached the following:

1. Completed and signed contracting paperwork.
2. Proof of AML certification (active within 24/48 months). If AML taken through LIMRA please note latest date completed, if taken another way please complete the AML training Info form.
3. A copy of your state life license (where appointment is requested). If Corp appointment is to be set up the please include both individual and corporate license.

At Victorson Associates, Inc. we appreciate your business. Once we receive notice that your appointment with the carrier is complete we will e-mail you confirmation.

If you have any questions at all, please feel free to contact me.

Sincerely,

Linda DePinto

Linda DePinto
Licensing Coordinator
lindad@victorson.com

FIRST RELIANCE STANDARD

Life Insurance Company
153 E 53rd Street 4950
New York NY 10022

Agent Appointment Application

Agent Code # _____

Compensation Payable To:

Individual

Corporation

Section I - Individual

Writing Agent's Name: _____
(As it appears on License)

SS # _____ Date of Birth _____ Home Phone # _____

Home Address: _____

Business Address: _____
If different from Home

Cell Phone # _____ Email: _____ Fax # _____

Section II - Corporation

Corporate Officer Name: _____

Corporation Name: _____
(As it appears on License)

Tax ID# _____ Business Phone # _____

Business Address: _____

LICENSE: Resident License State: _____ License # _____

BUSINESS EXPERIENCE: *Employment history - Insurance related for the last 3 years*

Employer: _____ City and State: _____ Position Held: _____ From: _____ To: _____

May we contact your present employer/carrier? Yes/No

If any answer is "Yes", please provide a thorough explanation below.

- 1. Has any claim been made against you, your surety company or E&O Insurer arising out of your activities? Yes/No
- 2. Are you in debt to any insurance company and/or agency? Yes/No
- 3. Have you ever had any insurance agent, broker, or professional license revoked or suspended? Yes/No
- 4. Have you ever been fined, had an administrative action, suspension of license or otherwise been reprimanded by any licensing authority for any of the licenses you've listed above? Yes/No
- 5. Have you ever had a complaint filed against you by a state insurance department? Yes/No
- 6. Have you ever been insolvent or filed suit for bankruptcy? Yes/No
- 7. Are any collection accounts, judgments, liens or suits pending against you? Yes/No

V. Miscellaneous

- A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Reliance Standard to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- B. Survival. The respective rights and obligations of Producer under Section IV. B. of this Privacy Addendum shall survive the termination of this Privacy Addendum.
- C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**RELIANCE STANDARD LIFE
INSURANCE COMPANY**
on behalf of itself and its corporate affiliate, First
Reliance Standard Life Insurance Company

By: Charles Denaro
Charles Denaro

Title: Officer

Date: March 24, 2003

PRODUCER

Corp Name (if any) _____
(print)

Producer Name _____
(print)

Agent # or SSN/TIN _____

 Signed _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**FAIR CREDIT REPORTING ACT
DISCLOSURE TO PROSPECTIVE AGENTS**

Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), you are hereby notified that First Reliance Standard Life Insurance Company may request an investigative consumer report, which may include information as to your character, general reputation, personal characteristics and mode of living.

You have the right to request, in writing, within a reasonable period of time after your receipt of this notice and authorization, a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under Section 1681d of the Fair Credit Reporting Act.

This additional disclosure from First Reliance Standard Life Insurance Company must be in writing and mailed to you, along with a written summary of your rights, within five (5) business days after receipt of your written request. Please forward your written request to:

First Reliance Standard Life Insurance Company
ATTN: Agent Licensing Department
2001 Market Street, Suite 1500
Philadelphia, PA 19103

For additional information concerning the Fair Credit Reporting Act, the complete text of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

INVESTIGATIVE AUTHORIZATION

Applicant's Name: _____ Birthdate: _____

Home Address: _____

Home Phone Number: _____ Social Security #: _____

I hereby authorize First Reliance Standard Life Insurance Company to obtain an investigative consumer report on me, as defined under 15 U.S.C. § 1681a of the Fair Credit Reporting Act, which may include information as to my character, general reputation, personal characteristics and mode of living.

X Applicant's Signature: X _____ Date: _____

addresses as may be filed by either party with the other.

12. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

13. JURISDICTION

The Producer consents to personal jurisdiction existing in the Philadelphia County Court of Common Pleas and in the United States District Court for the Eastern District of Pennsylvania, in Philadelphia, Pennsylvania, for purposes of any litigation brought to enforce the provisions of this Agreement and for any other dispute arising between the Producer and the Company, including the need to enforce the following provisions which mandate that any claim by the Producer or Company under this Agreement or any dispute among the parties be arbitrated.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have affixed their respective hands and seals on the date set forth below.

**FIRST RELIANCE STANDARD LIFE
INSURANCE COMPANY**

[PRODUCER]



Authorized Representative



Authorized Representative

Christopher A. Fazzini
Sr. Vice President, Sales and Marketing
Printed Name and Title

Printed Name and Title

DATE: _____

DATE: _____

FIRST RELIANCE STANDARD

Life Insurance Company

a **DELTA** company

PRODUCER AGREEMENT SMALL GROUP PRODUCTS

THIS AGREEMENT, made and effective the _____ day of _____, 2005 between FIRST RELIANCE STANDARD LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called "the Company"), and _____, Agent Code # _____ (hereinafter called the "Producer").

WITNESSETH THAT: the parties in consideration of the mutual covenants and agreements herein contained, hereto intending to be legally bound agree as follows:

1. APPOINTMENT

A. The Producer is authorized by the Company to receive applications for insurance only from persons residing in a state where the Producer is properly licensed and appointed with the Company. The Company reserves the right to appoint other Master General Agents, General Agents and, Producers.

B. The Company may withdraw from any state or territory upon giving the Producer ninety (90) days prior written notice, unless circumstances require a shorter period. In no case will the notice period be less than thirty-one (31) days.

2. RELATIONSHIP

Nothing herein contained is intended to create the relationship of employer and employee between the Company and the Producer or the Company and any employee of the Producer. The Producer is hereby constituted and shall in all respects continue to be an independent contractor.

3. AUTHORITY

A. The Producer is only authorized to:

- (1) Solicit applications for insurance that the Company is authorized to issue;
- 2) Collect the first premium on each insurance contract applied for and directly pay the same over to the Company, all premium payments shall be made by negotiable instrument or the equivalent from the applicant and made directly payable to the Company. Premium payments shall be forwarded to the Company within 5 days of receipt, or as soon as reasonably practicable, however, in no circumstance shall premium payments be held longer than 30 days
- (3) Deliver all insurance as directed by the Company; and
- (4) Provide quotations and issue proposals for the sale of insurance products in accordance with the Company's then in effect underwriting rules, using electronic rating programs supplied by the Company. The Producer shall not use rates other than those supplied by the Company without the Company's written authorization.

(5) Perform any act or duty which is specifically granted in writing by an officer of the Company authorized to do so.

B. Unless express written authority is obtained in advance from the Company, the Producer shall not have any authority to:

(1) Deliver a policy more than 30 days after issuance;

(2) Make, alter or vary any of the Company's contracts;

(3) Incur any indebtedness or liability on behalf of the Company;

(4) Waive any of the terms or conditions of any insurance contract;

(5) Change or waive any of the Company's rates;

(6) Pay or allow another to pay or offer or allow as an inducement to any person to be insured repayment of premiums or any inducement whatsoever not specified in the policy or make any misrepresentation or incomplete comparison for the purpose of inducing a policyholder in this or any other Company to lapse, forfeit or surrender his/her insurance therein;

(7) Reinstate an insurance policy or contract;

(8) Collect any premium except the first premium payment for forwarding to the Company as described above;

(9) Endorse checks which were payable to or endorsed over to the Company by others;

(10) Advertise or publish any material concerning the Company or its policies without advance permission from an authorized officer of the Company in writing; issue any circulars or write any letters to any publication regarding the Company without first obtaining written approval of the Company; or

(11) Perform any act which is inconsistent with the express authority set forth in this Agreement.

4. COMPENSATION

A. Subject to the terms and conditions of this Agreement, the Company will pay to the Producer as compensation hereunder, commissions on premiums received by the Company on insurance issued upon applications procured on or after the effective date of this Agreement by the Producer in accordance with the Schedules attached hereto and made a part hereof.

B. The Company will pay the Producer commissions as provided herein on premiums which are actually due, collected and paid to the Company on insurance issued by the Company.

C. The Company may from time to time substitute new Schedules governing calculation of or payment of commissions ("Commission Schedules"). Any change in the rate of commissions, overrides and /or renewal commissions by virtue of any such new Schedules shall apply only to policies that are effective on or after the effective date of such new Commission Schedules.

D. Commissions payable hereunder shall not be affected by termination of this Agreement,

except as set forth in Article 5. hereof.

5. TERMINATION FOR MISCONDUCT

This Agreement and the agency relationship between the Company and the Producer shall terminate immediately upon the occurrence of the act or failure to act as specified below (whether then known or unknown to the Company). In the event that this Agreement is terminated by the Company pursuant to this Article 6, no further overrides or other compensation which would otherwise be payable hereunder shall be paid to the Master General Agent.

A. Failure to timely submit monies collected and owing to the Company or failure to timely distribute monies owing to policyholders or applicants or the misappropriation for the Producer's own use or for the benefit of others, funds of the Company or its policyholders or applicants.

B. Fraud, misrepresentation, or negligence in the performance of any duties imposed on the Producer under the terms of this Agreement.

C. Directly or indirectly, individually or through or with others, inducing or attempting to induce a policyholder to lapse or replace a policy in another insurer through misrepresentation or incomplete comparison of all the facts pertinent to the transaction.

D. Directly or indirectly, individually or through or with others, taking action, including any communication, which could be reasonably construed to suggest that any other Producer or Producer terminate or breach their Agreement with the Company, whether or not the other Producer or Producer terminates or breaches their Agreement.

E. Suffering the revocation or suspension of any license to act as an insurance agent or broker by the insurance department of any state.

F. Surrender of any license to the insurance department of any state, after the Producer had been cited for misconduct, to avoid a hearing or other regulatory action.

G. Failing to cooperate with the Company in the response to and/or handling of consumer complaints, insurance department inquiries or consumer inquiries.

6. RESPONSIBILITY

The Producer shall have the following responsibilities:

A. The Producer shall be responsible for providing and maintaining all appropriate licensing required by the state in which the Producer is conducting business, for the Producer.

B. The Producer shall review all application materials for correctness and completeness prior to submission to the Company.

C. All Company material (whether in printed, electronic or other form) and equipment furnished the Producer by the Company are and shall remain the property of the Company. The Producer shall return all such materials to the Company upon demand or upon termination of this Agreement.

D. All premiums collected by the Producer shall constitute trust funds and shall not be subject to any use of the Producer whatsoever, but shall be transmitted forthwith to the Company.

Any funds of the Company that are held by the Producer shall only be held with the written permission of the Company and shall be held separate and distinct from all other funds either collected by or belonging to the Producer.

F. The Producer shall be responsible to the Company for all business produced by the Producer.

G. The Producer shall be responsible for the acts of the Producer's employees.

H. (1) The Producer accepts direct financial responsibility to pay and will, upon demand, pay or indemnify the Company for any and all expenses, costs, including attorney's fees, causes of action and damages resulting from, in consequence of or arising out of any breach of this Agreement.

(2) The Company will, upon demand, indemnify the Producer for any and all expenses, costs, including attorney's fees, causes of action and damages resulting from, in consequence of or arising out of any breach of this Agreement by the Company.

I. The Producer shall abide by such reasonable rules and regulations regarding the responsibilities of the Producer as are from time-to-time promulgated by the Company.

J. The Producer shall comply with all laws, regulations and licensing requirements in the jurisdictions in which the Producer shall solicit business, and failure to do so shall be grounds for immediate termination of this Agreement.

K. The Producer shall maintain Errors and Omissions (Professional Liability) Insurance in amounts and with insurance carriers acceptable to the Company.

L. Failure to comply with any of the foregoing provisions of this Article 7 will be cause for the automatic termination of this Agreement.

7. OFFSET OF COMMISSIONS

The Company shall have the right to offset from (a) any and all commissions, bonuses and/or other compensation accruing under this Agreement and (b) any and all other receivables of any kind which may accrue or be owing to the Producer from the Company for the purpose of the recoupment of any debt or obligation of the Producer to the Company which may exist at any time, whether arising under this Agreement or otherwise.

8. TERMINATION

A. The Producer or the Company may terminate this Agreement without cause, on the date specified in a written notice of termination. Such date shall not be less than thirty-one (31) days from the date the notice is mailed to the other party at such party's last known address.

B. In addition, the Company may terminate this Agreement after notice to the Producer upon occurrence of any of the following events:

(1) If the Producer has made material misstatements in the application for appointment as a Producer or in any other data submitted to the Company with regard to the appointment as a Producer;

(2) If the Producer is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;

(3) If the Producer violates any of the provisions of Article 3(B), Article 6 or Article 7; or

(4) If the Producer's license is suspended or revoked or is voluntarily surrendered to the appropriate governmental agency or authority.

C. The terms and provisions of 7(A) through 7(K) inclusive and Article 8 shall survive the termination of this Agreement until such time as all of the responsibilities and obligations of the Producer have been fulfilled and/or completed.

D. After the termination of this Agreement for any reason, the Producer shall:

(1) Immediately deliver to the Company all records described in Article 7(C) hereof and, in addition, all other records, Company material (whether in printed, electronic or other form) and all other documents and materials relating to the business of the Company or regarding any insurance or other policies of the Company which are then in-force;

(2) Refrain from persuading any Producer, Agent, Producer or employee of the Company to terminate or breach any agreement with the Company.

E. In the event the Company intends to terminate this Agreement for cause, it shall provide written notice of its intent to the Producer. The Producer shall have ten business days in which to respond to such notice. In the event that the Producer fails to respond within such period, or the response of the Producer is, in the Company's sole discretion, determined to be insufficient, such termination will be effective as of the date of such notice.

9. ASSIGNMENT

No assignment of this Agreement or any compensation or rights and benefits accruing to the Producer hereunder shall be valid unless consented to in writing by the Company in advance. Such consent shall not be unreasonably withheld. All assignments shall be subject to all rights of the Company under the terms and provisions of this Agreement. The rights and duties of any assignee under an assignment authorized by the Company shall be subject to all the terms and provisions of this Agreement.

10. ENTIRE AGREEMENT - MODIFICATION

This Agreement, the Schedules attached hereto, and any written Amendments or modifications shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania, and it shall constitute the entire Agreement between the parties hereto and supersede all prior understandings and agreements. No oral agreement or representation concerning this Agreement shall be binding on the Company. Any waiver, alteration or modification of the provisions of this Agreement or replacement of this Agreement shall not be valid unless in writing, signed by both parties, approved by a Vice President of the Company and attached hereto. Any failure by the Company to insist upon strict compliance with the terms and conditions of this Agreement shall not be construed as a waiver thereof.

11. NOTICE

Any notices required hereunder to be sent to either of the parties by the other hereto shall be deemed to have sufficiently been given, if mailed, to, GENERAL COUNSEL, FIRST RELIANCE STANDARD LIFE INSURANCE COMPANY, 2001 Market Street, Suite 1500, Philadelphia, PA 19103 and to the Producer at the address of the Producer set forth on the first page hereof, or such

**PRODUCER
HIPAA PRIVACY ADDENDUM**

This Producer Privacy Addendum ("Privacy Addendum") is entered into between Reliance Standard Life Insurance Company or its affiliate, First Reliance Standard Life Insurance Company (collectively "Reliance Standard") and an independent agent or broker appointed with Reliance Standard ("Producer"), and supplements and is made a part of any group commission agreement(s) ("Commission Agreement(s)") between the parties, and shall go into effect upon the signature of the Producer.

RECITALS

1. Reliance Standard is a Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Standards (the "Privacy Standards") and Security Standards ("Security Standards").
2. Pursuant to Commission agreement(s) between the parties, Producer is an agent of Reliance Standard for purposes of marketing and sale of Reliance Standard's dental and or eye care insurance products.
3. Producer, in the course of representing Reliance Standard collects and has access to protected health information ("PHI") and therefore Producer is considered a Business Associate as those terms are defined by Privacy Standards.
4. Both Reliance Standard and Producer recognize and respect the right of individuals to have their protected health information protected and are committed to complying with the Privacy Standards and Security Standards as provided for in this Privacy Addendum.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

I. Definitions

A. Catch-all Definition:

Terms used, but not otherwise defined, in this Privacy Addendum shall have the same meaning as those terms in the Privacy Standards codified at 45 CFR Parts 160 and 164 and the Security Standards codified at 45 CFR Parts 160, 162 and 164.

B. Specific Definition:

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual, and shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 limited to the

PHI provided by Reliance Standard to Producer or created or received by Producer on Reliance Standard's behalf.

II. Permitted Uses and Disclosures of PHI by Producer

A. General Use and Disclosures of PHI Producer

- (1) Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Reliance Standard as specified in any Commission Agreement(s), provided that such use or disclosure would not violate the Privacy Standards if done by Reliance Standard or the minimum necessary policies and procedures of Reliance Standard.
- (2) Except as otherwise limited in this Privacy Addendum, Producer may use PHI for the proper management and administration of the Producer or to carry out the legal responsibilities of the Producer.
- (3) Except as otherwise limited in this Privacy Addendum, Producer may disclose PHI for the proper management and administration of the Producer, provided that disclosures are required by law, or Producer obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Producer of any instances of which it is aware in which the confidentiality of the information has been breached.
- (4) Producer may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

III. Obligations and Activities of Producer

- A. Producer agrees to not use or disclose ("PHI") other than as permitted or required by this Privacy Addendum or as required by law.
- B. Producer agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Privacy Addendum and agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI it creates, receives, maintains, or transmits on behalf of Reliance Standard.
- C. Producer agrees to report to Reliance Standard any use or disclosure of the PHI not provided for by this Privacy Addendum of which it becomes aware.
- D. Producer agrees to ensure that any sub-Producer, including a subcontractor, to whom it provides PHI received from, or created or received by Producer on behalf of Reliance Standard agrees to the same restrictions and conditions that apply through this Privacy Addendum to Producer with respect to such information.
- E. Producer agrees to provide access, at the request of Reliance Standard, within ten (10) days of request by Reliance Standard to PHI in a Designated Record Set, to Reliance Standard or, as directed by Reliance Standard, to an Individual in order to meet the requirements under 45 CFR §164.524.

- F. Producer agrees to make any amendment(s) to PHI in a Designated Record Set that Reliance Standard directs or agrees to pursuant to 45 CFR §164.526 at the request of Reliance Standard, within ten (10) days of a request by Reliance Standard for such an amendment.
- G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI and PHI received from, or created or received by Producer on behalf of, Reliance Standard available to Reliance Standard, or to the Secretary, within ten (10) days of such request, for purposes of the Secretary determining Reliance Standard's compliance with the Privacy Standards.
- H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- I. Producer agrees to provide to Reliance Standard or an Individual, within ten (10) days of request by Reliance Standard, information collected in accordance with Section II. I. of this Privacy Addendum, to permit Reliance Standard to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

IV. Termination

- A. Breach. Without limiting the rights of the parties under the Commission Agreement(s), if Producer violates a material term of this Privacy Addendum, Reliance Standard may, at its option, terminate the Commission Agreement(s), with or without advance notice, and with or without an opportunity to cure the breach.
- B. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Privacy Addendum, for any reason, Producer shall return or destroy all PHI received from Reliance Standard, or created or received by Producer on behalf of Reliance Standard. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of the PHI.
 - (2) In the event that Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to Reliance Standard notification of the conditions that make return or destruction infeasible. Upon Producer's notification to Reliance Standard that return or destruction of PHI is infeasible, Producer shall extend the protections of this Privacy Addendum 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 Producer maintains such PHI.