



**THRIVENT
FINANCIAL®**

**LICENSE-ONLY AGENT
APPLICATION FOR APPOINTMENT**

GENERAL INFORMATION

The following questions are to assist Thrivent Financial in selecting reputable, trustworthy representatives to sell and promote its products. The following information will be used in making a decision regarding the appropriateness of an appointment.

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes No 1a. Do you have Errors & Omissions (E&O) coverage?
- Yes No 1b. Has an E&O carrier ever paid a claim on your behalf?
- Yes No 2. Have you ever been charged with, convicted of, or pled guilty or no contest to a felony or misdemeanor (other than minor traffic offenses), or are any such proceedings pending?
- Yes No 3. Has any insurance company ever canceled any Agreement of employment or your agent's appointment for any reason other than non-production?
- Yes No 4. Does any insurer or agent claim that you are indebted to them under any agency Agreement or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes No 8. Are you now or have you ever been the subject of a professional license or registration criminal investigation, market conduct investigation, claim or proceeding?
- Yes No 9. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes No 10. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes No 11. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Thrivent Financial. I acknowledge that Thrivent Financial has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Thrivent Financial, at its discretion, deems necessary. I expressly authorize Thrivent Financial to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Thrivent Financial all requested information. I authorize Thrivent Financial to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Thrivent Financial to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Thrivent Financial's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which

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may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Thrivent Financial. Thrivent Financial obtains consumer reports from its background check vendor, General Information Services, Inc., 917 Chapin Rd., Chapin, SC 20936. 1-800-333-5696, or another background check vendor selected by Thrivent Financial in its discretion.

RESIDENTS OF CALIFORNIA, MINNESOTA AND OKLAHOMA HAVE A RIGHT TO REQUEST A COPY OF THE CONSUMER REPORT WHICH WILL DISCLOSE THE NATURE AND SCOPE OF THE REPORT.

Yes, please provide me a copy of the consumer report.

By signing below, I certify the responses provided above are true and complete, and acknowledge that my request for appointment or may be terminated based on any false or omitted information. I certify that I have read, understand, and agree to comply with all provisions contained in the agent agreement and the Producer Compliance Guide and that I have fulfilled the appropriate examinations, education and training necessary to be appointed by Thrivent Financial.

I have completed all necessary forms and, to the extent I am submitting a paper copy of this application instead of using e-contracting, a copy of my insurance license(s).

Agent Printed Name

X _____ / ____ / ____
Signature of Agent *Date*

LICENSE ONLY AGENT AGREEMENT

THIS AGENT AGREEMENT (the "Agreement") is made and effective this ____ day of _____, 20____, by and between Thrivent Financial for Lutherans ("Company" or "us") and _____, whose address is _____ ("Agent" or "you"). The Agent is: an individual, a partnership, a limited liability company, a disregarded entity, a corporation organized under the laws of the State of _____. Company and Agent are each a "Party" and are sometimes collectively referred to as the "Parties."

WHEREAS, Agent desires to market and sell a Medicare Supplement insurance product made available by the Company.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows:

1. **AUTHORITY TO SOLICIT.** Subject to Agent completing certain mandatory training requirement set forth herein, Company appoints Agent as one of its agents authorized to solicit applications for the Medicare Supplement insurance product offered by the Company (the "Insurance Product"). Agent warrants that it possesses legal authority to solicit, negotiate, and sell the Insurance Products.
2. **INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between you, or any other agent, and us. You shall be free to exercise independent judgment as to the persons, from whom applications for Insurance Product will be solicited, and the time and place of such solicitations. As an independent contractor and not an employee of ours, all Agent and agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, marketing and or sale of Insurance Product, postage, advertising, agent licensing fees and/or agent occupational taxes, shall be your liability and not ours. This Agreement does not create a legal partnership or joint venture between the Parties.
3. **DUTIES.** The Agent shall promote and safeguard the best interests of the Company; shall fairly, truthfully, and properly represent the Company and its Insurance Product; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Agreement. In particular, but without limitation, the Agent agrees to perform the duties set forth below:
 - a. Agent is aware of and agrees to comply with all state and federal laws, rules, and regulations, including but not limited to state insurance, privacy, security, and data protection laws, that govern or are applicable to the Insurance Product (collectively, "Applicable Laws").
 - b. Prior to soliciting business to be familiar with the provisions of all the Company's Insurance Product for which Agent shall be appointed.
 - c. Prior to soliciting business, complete the Company's required training, including, but not limited to Company agent training, where Agent will get an understanding of Thrivent's organizational structure as a fraternal benefit society, fraternal membership requirements and corresponding benefits and privileges as well as a brief overview of the Member Dispute Resolution Process. Agent may also be provided, or have access to, a copy of Company's Articles of Incorporation and Bylaws. Agent is also required to have completed any regulatory training or licensing requirements.
 - d. Agent shall strictly observe and comply with each and all the rules, regulations, policies, procedures and requirements set forth from time to time by the Company; including but not limited to, information sharing practices and procedures for safeguarding information, that may be amended from time to time by Company. Agent will also comply with the information set forth in Company's Producer Compliance Guide which is incorporated herein by reference and may also be amended from time to time. Agent shall submit to any oversight Company deems necessary to ensure compliance with the above mentioned, including but not limited to an audit of the Agent's office.

- e. Agent will promptly make known and available to the Company all information which comes into Agent's possession or knowledge at any time concerning the underwriting of a risk, or of Agent's suitability to perform or failure to perform any provision of this Agreement. Agent 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 Insurance 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.
 - f. Agent, at Agent's cost and expense, will obtain and keep in good standing all licenses, permits, registrations and continuing education requirements that are required to solicit applications for Insurance Product to be issued by the Company.
 - g. The Agent shall, secure and maintain at Agent's own expense insurance, including but not limited to, errors and omission insurance, and upon request will provide a copy of the Certificate of Insurance as evidence of such coverage(s) to Company. Agent shall maintain a minimum coverage amount of \$1 million for each claim and \$1 million general aggregate for each policy period. Agent will be responsible for paying any deductible for any claim filed with his or her insurance carrier involving an Insurance Product produced by Agent. All such policies shall provide that they may not be canceled by either the insurer or Agent without 30 days prior written notice to Company. Agent will alert his or her insurance carrier of his or her appointment with Company and make them aware of our Member Dispute Resolution Process. Neither the existence of insurance coverage, nor the assent of Company to the types or limits of insurance carried by Agent shall be deemed a waiver or release of Agent's responsibilities or liabilities under this Agreement. Agent must report any complaint upon which a claim could potentially be filed to his or her insurance carrier in a timely manner to comply with their carrier.
 - h. For each application for an Insurance Product, the Agent shall collect the first full premium in check made payable to Company or a Company subsidiary or affiliate, or via a signed bank draft authorization (to the extent permitted by Company), and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct. Agent is not authorized to accept any premium payment for an Insurance Product other than the first premium payment on an application for an Insurance Product they have written.
 - i. To Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within thirty (30) days of the date on the policy.
 - j. Agent will provide for all usual and customary services, and provide any customary assistance, to insureds, policyholders and Company.
 - k. Agent shall keep regular and accurate records of all transactions related to this Agreement, consistent with Company policies and practices and will provide copies of all such records to Company upon demand; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit, and make copies of such books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement and Applicable Law.
 - l. The Agent shall not make recommendations to applicants to purchase Insurance Product in the absence of reasonable grounds to believe the purchase of such Insurance Product is suitable for the applicant. The procedure of determining whether the purchase is suitable will include, but is not limited to, review of all proposals and applications for Insurance Product for completeness and correctness as to form.
4. **TERRITORY.** The Agent may solicit applications for insurance only in territories designated by the Company in writing, via email or other communications from the Company in the ordinary course of communicating with Agent regarding Company policies, practices and product availability, such as via a Company sponsored agent portal, and only in territories in which they and the Company are duly licensed and authorized to conduct business. No territory is exclusively assigned.
5. **LIMITATION OF AUTHORITY.** All powers and authority granted to Agent are limited to only those expressly provided under this Agreement, and shall continue only during the duration of this Agreement and shall terminate on the date of termination hereof. Agent's authority to act on Company's behalf shall exist only as expressly stated in this Agreement.

No right, power, or authority shall be implied. You agree that you and your agents are without authority to do or perform - and expressly agree not to do or perform both while this Agreement is in effect and after this Agreement terminates- the following acts (which following acts are provided as examples and shall not be construed to otherwise limit this provision): (a) incur any indebtedness or liability; (b) make, alter, or discharge any Insurance Product or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) accept payment in cash; (g) guarantee dividends; or (h) fail to promptly deliver any Insurance Product after issuance by us, or, where required, fail to promptly return the delivery receipt to us. Further, you agree that you and your agents shall not: (i) violate Applicable Laws; (j) withhold any of our, the Insurance Product owner's, prospective Insurance Product owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on our Insurance Products; (l) using Confidential Information or other Trade Secret Information induce or attempt to induce any of our Insurance Product owners to discontinue payment of premiums or to relinquish any Insurance Product; (m) induce or attempt to induce any of our agents to leave our service; (n) perpetrate any fraud against us or our Insurance Product owners, prospective Insurance Product owners or applicants; (o) fail to provide contract disclosure documents to Insurance Product applicants as required by the Company or Applicable Law; (p) fail to provide compensation disclosure to Insurance Product applicants as required by Applicable Law; (q) violate any policies and procedures of the Company; or (r) any act other than as expressly authorized herein.

6. **COMMISSIONS.** All compensation for Insurance Products solicited and sold by Agent while this Agreement is in effect shall be paid to his/her General Agent, Master General Agency pursuant to the terms and conditions of the Company's contract with the General Agent or Master General Agency. Company has no obligation to pay compensation to Agent for any services performed pursuant to the Agreement.
7. **EXPENSES.** The Agent shall pay all expenses incurred by him in the performance of this Agreement and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. Any such expenses not paid by the Agent and instead paid by Company in its sole discretion may be offset by the Company against any commissions payable to the Agent.
8. **ADVERTISING & TRADEMARK.** Agent may prepare and distribute advertising materials, at Agent's own cost, provided that (i) Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name or trademark of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Confidential Information and Trade Secret Information provisions of this Agreement and (ii) Agent agrees to not advertise or publish any matter or thing concerning the Company Insurance Products that use the Company's name or trademarks or to solicit Company Insurance Products (whether or not Company or its Insurance Products are specifically mentioned) without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company.
9. **VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994 AND AUTHORIZATION.** Agent represents and warrants to Company on the date hereof that Agent is in compliance with the Violent Crime Control and Law Enforcement Act of 1994 and that none of Agent's employees, subcontractors, or other persons authorized to act on behalf of Agent has ever been convicted of any state or federal criminal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. Agent is responsible to report to Company any criminal convictions of Agent and/or Agent's employees, subcontractors, or other persons authorized to act on behalf of Agent that occur after appointment. Agent agrees to promptly execute any and all authorization necessary to conduct any such full background investigation as requested by Company, including but not limited to, criminal and personal financial history.
10. **UNCLAIMED PROPERTY.** Agent shall comply with all Applicable Laws related to abandoned and unclaimed property, whether tangible or intangible, including all laws applicable to the escheat or custodial taking of any abandoned or unclaimed property, which property abandonment is known by, or in the possession or control of Agent. Agent shall promptly respond to any requests from Company and/or regulators including, but not limited to, state Comptrollers, state Treasury departments and insurance departments.
11. **REPRESENTATIONS.** You will not represent yourself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons age 65 or older, including but not limited to "certified senior advisor," until and unless you provide us with complete information regarding the nature of such certification and we approve in writing the use of such certification in connection with the sale of our products.

12. **RESERVATIONS.** We reserve the following rights at our discretion: (a) to change commissions on any Insurance Product form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any Insurance Product contract forms; (c) to change our premium rates; (d) to reject Insurance Product contract applications or premiums without specifying cause; and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.
13. **SOLICITATION ACTIVITIES.** As an independent contractor of the Company, Agent has the right to determine the method, manner, time and place of soliciting his or her customers that are served under this Agreement. However, to satisfy applicable statutes, rules and regulations, Agent will fully disclose to prospective purchasers all material facts relating to the purchase of any Insurance Product. Agent acknowledges that it is prohibited by law and Company standards from making any untrue statement relating to any Insurance Product or not disclosing information whose omission would be misleading, and they shall fully explain the terms of any contractual arrangements including member benefits and privileges relating to the purchase of any Insurance Product to the prospective purchaser. Without limiting in anyway any other provision of this Agreement, as required by Applicable Law, Agent shall disclose in writing to each prospective purchaser of an Insurance Product, the nature of any compensation the Agent will receive or may be eligible to receive from Company in connection with placement or servicing of the prospective purchaser's business.
14. **RETURN OF PROPERTY.** All materials, including but not limited to Confidential Information and Trade Secret Information, used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us or destroyed upon demand or at termination of this Agreement.
15. **COMMISSION ACCOUNTING.** The Company shall furnish the Agent with a periodic statement on a timely basis indicating all premiums collections, commissions earned and payments made to the Agent. Unless you notify us in writing within 30 days of the issue date of a statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be complete and conclusive evidence of the status of your account.
16. **TERMINATION.** This Agreement shall terminate on the earliest of the following dates:
- a. The date of death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability, of any Party to this Agreement;
 - b. This Agreement may be terminated without cause by either party upon at least 30 days prior written notice, or immediately, upon written notice, for cause or upon mutual agreement of the Parties. This Agreement shall terminate for cause in the event of your breach of any provision of this Agreement, including, but not limited to, Agent doing or engaging in any of the following: (1) withholding or embezzling Company funds, (2) performing any fraud or dishonesty against the Company or its policyholders, (3) using Confidential Information or Trade Secret Information to induce or attempting to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, (4) inducing or attempting to induce any Agent to leave the Company's service, (5) disparaging Company and/or its subsidiaries or affiliates or their products, services, directors, officers, employees, representatives or agents, (6) failing to pay on demand any monies due the Company or any affiliate of the Company, his right to all commissions or other compensation thereafter payable under this Agreement, under any prior Agreement, and under any other Agreements then in force with the Company may be terminated by the Company; (7) failing to comply with Company's rules, regulations, policies, practices, procedures, standards, instructions, or training requirements, or (8) failing to maintain any of the following as required by Company: minimum production standards if applicable, errors and omissions insurance, continuing education requirements, registrations or licenses in good standing.
17. **EFFECT OF TERMINATION.** Upon any termination of this Agreement, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Agent shall immediately and without further notice return to the Company all then undelivered policies and all other Confidential Information, Trade Secret Information or other Company materials and property in the possession or under the control of Agent. Upon termination, Agent shall have no further authority to solicit business for the Company, or to collect money for the Company, or to represent the Company in any manner; but all other provisions of this agreement shall survive its termination. If, subsequent to termination of this Agreement, Agent shall misappropriate or impair any funds or property of the Company or any funds received on account

of the Company, or fail to remit any funds due or property of the Company within ten (10) days after receipt of demand therefore, the Company shall be fully and completely discharged with respect to any and all its obligations under this Agreement, including, but not limited to, the payment of any commissions. If this Agreement is terminated for cause as described above, Agent loses all rights to commissions or other compensation payable under this Agreement to the extent that the Agent had any rights.

18. **LEGAL ACTION.** You may not institute any administrative or legal proceedings on our behalf. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend or institute any such action and expend such sums, including attorney fees, as may in our judgment be necessary and you will be required to reimburse us for all such amounts.
19. **INDEMNIFICATION.** Agent agrees to defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from, and/or relate to Agent's real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your agents or employees, in the performance of Agent's duties under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorneys' fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us. This indemnification will be in addition to any liability you may otherwise have.
20. **COMPLAINTS AND INVESTIGATIONS.** Pursuant to the Producer Compliance Guide, you will promptly notify and provide the Company of any written customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by you in connection with any Insurance product marketed under this Agreement or any activity in connection with any such Insurance Product. You shall also cooperate fully with the Company in any of the above mentioned. The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.
21. **CONFIDENTIAL INFORMATION AND TRADE SECRET INFORMATION.**
 - a. "Confidential Information" is defined as all information that is not readily available to or generally ascertainable by the public, and all information possessed by Company and/or its subsidiaries, in whatever form, whether or not identified as such, pertaining to its customers and/or other individuals seeking to obtain products, services or benefits from Company and/or its subsidiaries, as well as Company's proprietary information. Confidential Information includes, but is not limited to: (i) all information contained in Company's and/or its subsidiaries member and customer lists, contacts and leads, including, with respect to any member, customer, or lead, their name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an Insurance Product issued by the Company; (ii) all information specifically designated as being personal or confidential; (iii) all "nonpublic personal information," created or received by Agent from or on behalf of Company and/or its subsidiaries, as that term is defined in Title V of the federal Financial Services Modernization Act of 1999 as amended, or as defined by any other federal or state law; (iv) financial matters (such as actuarial information, service costs and pricing or profit margins), and business information relating to Company's and/or its subsidiaries financial arrangements or business plans (such as new products, product performance, processes and plans for product development, and marketing, services or promotions); (v) all "protected health information" as that term is defined in 45 C.F.R. § 160.103 of the Health Insurance Portability and Accountability Act of 1996, as amended, or as defined by any state law, limited to the Health Information created or received by Agent from or on behalf of Company and/or its subsidiaries. Agent agrees that his or her obligations under this Section of this Agreement are intended to protect Company's Confidential Information and business interests.
 - b. "Trade Secret Information" is defined as any information or compilation of information possessed by Company, and/or its affiliates, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing "Trade Secret Information" includes but is not limited to: (i) all information concerning member programs; (ii) information concerning Company's existing business, business systems,

business and marketing plans and information systems; (iii) information concerning Company contained in Company's databases; (iv) all "nonpublic personal information" (as hereinafter defined) about Company's executives, officers, Board of Directors, employees, agents or subcontractors; (v) all information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, and any other intellectual property rights of Company; and/or (vi) any attorney-client work-product privileged information; (vii) all agent manuals, policies and procedures; provided, however, that this Section shall not apply to information which is (i) in the public domain, (ii) already known to the recipient without obligations of confidentiality prior to its receipt from the disclosing party; (iii) developed independently by the recipient without use of information received from the disclosing party; or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.

- c. Agent agrees that, while this Agreement is in effect and at all times thereafter, he or she will use Confidential Information and Trade Secret Information solely for the purpose of providing services pursuant to this Agreement and will not disclose any Confidential Information and/or Trade Secret Information to any other party, except as expressly authorized by Company. Agent agrees that his or her obligations under this Section will apply equally to Confidential Information and Trade Secret Information that is in Company's and/or its subsidiaries possession and/or that may be discovered or developed by Agent whether they have any such Confidential Information and/or Trade Secret Information recorded in written, electronic or other form.
- d. Agent agrees that, while this Agreement is in effect and at all times thereafter, he or she will, and will cause his or her employees, agents, subcontractors, contractors and consultants to, maintain Confidential Information and/or Trade Secret Information in the strictest confidence and not copy, transfer, disclose or make use of such Confidential Information and/or Trade Secret Information other than for the purpose of providing services pursuant to this Agreement and will not disclose any Confidential Information and/or Trade Secret Information to any other party, except as expressly authorized in writing by Company and shall promptly report to the Company any breach. Agent warrants and represents that he or she shall comply with any Applicable Laws and any requirements of the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures, Producer Compliance Guide and Exhibit A, regarding the privacy and security of Confidential Information and Trade Secret Information.
- e. All Confidential Information and Trade Secret Information of the Company shall remain the sole and exclusive property of Company. No right, title or interest in the Confidential Information and Trade Secret Information shall be conveyed by release, access, or creation of the Confidential Information and/or Trade Secret Information. Nothing in this Agreement will limit in any way the additional protections of Company's privacy of consumer information rights available under any Applicable Law.
- f. Non-approved access or disclosure by an Agent, employees, agents, subcontractors, contractors and consultants to Confidential Information and/or Trade Secret Information, and/or purposeful action by an Agent, employees, agents, subcontractors, contractors and consultants to disclose or provide access to Confidential Information and/or Trade Secret Information to an un-authorized third party, constitutes a breach of this Agreement.
- g. To the extent any provisions of this Section conflict with the attached Business Associate Addendum, the Business Associate Addendum shall control.

22. **NOTICE.** Any notices required under the terms of this Agreement shall be sent, if to the Agent at the address set forth in the agent application for appointment (or as changed by Agent by giving notice in the manner set forth herein) or electronically delivered or made available to Agent, and if to Company at the Company's address or at such other addresses as Company may from time to time designate to Agent. Any written notice to a Party required under this Agreement shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other Party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.
23. **SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.
24. **WAIVER.** The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Agreement or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect. No waiver of any right or privilege of Company arising from any

default or failure of performance by Agent will affect Company's rights or privileges in the event of a further default or failure of performance.

25. **ENTIRE AGREEMENT.** This Agreement and other written documents executed by the parties hereto, including the Agent/ Agency Application for Appointment, Business Associate Addendum; and all other related Exhibits and Schedules attached or referenced within this Agreement, contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This agreement supersedes and replaces any and all other agreements between the Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior Agreement(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Agreement.
26. **AMENDMENT.** Except as otherwise provided in this Agreement, no term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification or change will bind the Company, unless it is in writing signed by an officer of the Company, and expresses an intention to modify or change this Agreement. Notwithstanding the foregoing, Company may amend this Agreement by providing written or electronic notice of the amendment to the Agent ten (10) days or more before the amendemnt's effective date and the amendment will automatically become effective without Agent's written agreement. Company may also amend this Agreement immediately and without notice or Agent's agreement in order to comply with any applicable law effective as of the date specified in the amendment.
27. **GENDER AND NUMBER.** Any references in this Agreement to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The singular includes the plural and vice versa, to make the Agreement's scope inclusive rather than exclusive.
28. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.
29. **GOVERNING LAW.** This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule.
30. **ARBITRATION.** In the event a dispute arises between the Parties involving this Agreement that cannot be resolved through good faith discussions between the Parties, and before any formal arbitration can be commenced pursuant to this Article, the Parties shall attempt to resolve the matter in dispute by non-binding mediation before a neutral mediator agreeable to the Parties. The mediator's costs shall be shared equally between the Parties.

Any dispute arising out of this Agreement not otherwise resolved pursuant to non-binding mediation shall be submitted to the decision of a board of arbitration composed of two arbitrators and an umpire, meeting in Appleton, Wisconsin, unless otherwise agreed. The laws of the State of Wisconsin shall govern the interpretation and application of this Agreement and the enforcement of the arbitration award.

The members of the board of arbitration shall be active or retired disinterested officials of life insurance companies, other than the Parties or their affiliates. Each Party shall appoint its arbitrator, and the two arbitrators shall choose an umpire before instituting the hearing. If the respondent fails to appoint its arbitrator within twenty (20) days after being requested to do so by the claimant, the latter shall also appoint the second arbitrator within ten (10) days after the expiration of the twenty (20) days for respondent to appoint its arbitrator. If the two arbitrators fail to agree upon the appointment of an umpire at the end of twenty (20) days following the last date of the appointment of the arbitrators, each of them shall name three candidates within ten (10) days, of whom the other shall decline two within ten (10) days after the three are named and the decision shall be made of the remaining two by drawing lots within five (5) days after the last declination of a candidate.

The claimant shall submit its initial statement within twenty (20) days from appointment of the umpire. The respondent shall submit its statement within twenty (20) days after receipt of the claimant's statement, and the claimant may submit a reply statement within ten (10) days after receipt of the respondent's statement. No other statement shall be submitted by either Party.

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The board shall consider this Agreement an honorable engagement rather than merely a legal obligation and shall make its decision with regard to the custom and usage of the insurance and reinsurance business. The board shall have injunctive powers, including but not limited to the power to cause a Party to deposit any monies in dispute into an interest-bearing escrow account. The board shall issue its decision in writing upon evidence introduced at a hearing or by other means of submitting evidence in which strict rules of evidence need not be followed, but in which cross examination and rebuttal shall be allowed if requested. Any hearing shall commence within thirty (30) days of claimant's reply statement, or of respondent's statement if claimant does not submit a reply statement. The board shall make its decision within forty-five (45) days following the termination of the hearing unless the Parties consent to an extension. The majority decision of the board shall be final and binding upon all Parties to the proceeding. As soon as practical after the board renders an award, judgment shall be entered upon the award of the board in any court having jurisdiction thereof. Post-award interest shall accrue on any award from the time the board renders the award until the award is paid in full. The amount of post-award interest shall be the amount specified under Wisconsin law. The board shall have the authority to award pre-award interest, attorneys' fees and any interim relief the board may deem appropriate.

Each Party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other Party the expense of the umpire. The remaining costs of the arbitration proceedings shall be allocated by the board.

31. **REMEDIES.** Agent agrees that if Agent breaches any term or provision of this Agreement, Company shall have available to it any and all remedies, legal and equitable, including injunction, to enforce compliance with this Agreement. Company may also take disciplinary action if Agent fails to comply with any law, rule, regulation, or Company standard or otherwise breaches this Agreement; such disciplinary action may include any or each of the following: training, increased oversight, restriction of activity on Company's behalf, suspension or termination of appointment, and the pursuit of civil or criminal redress.
32. **CONSTRUCTION OF AGREEMENT AND INTERPRETATION OF AMBIGUITIES.** This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof.
33. **HEADINGS.** The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
34. **COUNTERPARTS.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. This Agreement may also be executed electronically or via facsimile or PDF document transmitted via e-mail, and such facsimile and PDF documents transmitted via e-mail signatures or otherwise electronically submitted shall be treated as originals for all purposes.

EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Agreement") is made as of the Effective Date (as defined below), by and between **Thrivent Financial for Lutherans** ("Covered Entity") and Agent ("Business Associate").

RECITALS

WHEREAS, the Covered Entity and the Business Associate have entered into an agreement (the "Service Agreement") pursuant to which the Covered Entity may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Covered Entity with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Covered Entity. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Covered Entity and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to enter into a written agreement regarding the use and disclosure of Protected Health Information regarding the Service Agreement.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Covered Entity will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Covered Entity.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Covered Entity and the Business Associate (sometimes collectively referred to as the "Parties"), intending to be legally bound, agree as follows:

1. Definitions. The definitions provided herein apply to the use of these defined terms in the Agreement. Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
 - a. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
 - b. "*Business Associate*" shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, the Agent is the Business Associate.
 - c. "*Covered Entity*" shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, Thrivent Financial for Lutherans is the Covered Entity.
 - d. "*HITECH Act*" or "Health Information Technology for Economic and Clinical Health Act" are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
 - e. "*Individual*" shall have the meaning given to such term at 45 C.F.R. § 160.103.
 - f. "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
 - g. "*Protected Health Information*" ("*PHI*") and "*Electronic Protected Health Information*" ("*ePHI*") shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
 - h. "*Required by Law*" shall have the meaning given to such term at 45 C.F.R. § 164.103.
 - i. "*Secretary*" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his or her designee.
 - j. "*Security Rule*" shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.

k. *“Unsecured Protected Health Information”* means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. Obligations of the Business Associate. The Business Associate hereby agrees that it shall:

- a. not use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;
- b. use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;
- c. report to the Covered Entity immediately and in a reasonable manner, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including the details of any security incident to include the date, nature, and scope of the incident, and response thereto;
- d. ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information, and Business Associate shall maintain confidentiality agreements with its agents and subcontractors as necessary to perform the services under the Service Agreement;
- e. make available Protected Health Information to the Covered Entity, within five (5) days and in a reasonable manner, for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- f. make available to the Covered Entity, within five (5) days and in a reasonable manner, the information required for the Covered Entity to provide access to an individual or for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;
- g. make available to the Secretary of HHS immediately, and in no event longer than three (3) days and in a reasonable manner, all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Covered Entity necessary to allow the Secretary to determine whether the Covered Entity is in compliance with the Privacy Rule regarding the PHI under this Agreement;
- h. provide to the Covered Entity, within five (5) days and in a reasonable manner, of receiving a written request from the Covered Entity, information collected pertaining to disclosures of PHI by the Business Associate to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;
- i. mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement;
- j. document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528;
- k. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that Business Associate creates, receives, maintains, or transmits related to or on behalf of the Covered Entity. Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and
- l. limit the use, disclosure, and request of Protected Health Information to perform or fulfill a specific function required or permitted hereunder to the minimum necessary, as defined by HIPAA, to accomplish the purpose of such use, disclosure, or request.

3. Permitted Uses and Disclosures by the Business Associate. Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity. Business

Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.

4. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, the Business Associate may:
 - a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
 1. any such disclosure is Required by Law, or
 2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
 - c. use the Protected Health Information to provide data aggregation services to the Covered Entity as permitted by 45 C.F.R. 164.504(e).
 - d. use Protected Health Information to report violations of law to appropriate federal and state authorities. e. Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity of receipt of a valid HIPAA authorization.
5. Obligations of the Covered Entity. The Covered Entity will:
 - a. notify the Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
 - b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information; and
 - c. notify the Business Associate of any restriction(s) on the use or disclosure of Protected Health Information that the Covered Entity has agreed to, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information.
6. Breach Notification. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Covered Entity shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall immediately notify the Covered Entity in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall immediately provide Covered Entity with all information required by HIPAA and all information requested by Covered Entity and full details related to the Breach. Business Associate agrees that Covered Entity shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation. Business Associate shall cooperate and assist Covered Entity fully with Covered Entity in Covered Entity's investigation of any Breach, including providing access to facilities, facilitating interviews with employees and others involved in the matter, and making available all records, logs, files, systems, and data related in any way to the Protected Health Information and/or the Breach, as well as in making the notification to third parties required by law in the event of a Breach by Business Associate and/or Business Associate's agents or subcontractors. Business Associate shall bear all costs and expenses involved or related to such notification and in mitigating harm to those Individuals, and Business Associate shall reimburse Covered Entity for any costs or expenses Covered Entity incurs in relation to the Breach and in mitigating its consequences.

Breach shall include for purposes of this section any actual or suspected breach of security or unauthorized use of disclosure of PHI. Business Associate acknowledges that it may be directly liable for civil and/or criminal penalties or fines upon an intentional Breach of PHI, HIPAA, and/or breach of this Agreement.

7. Term and Termination.

a. *Term.* This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or upon Business Associate's receipt of any Protected Health Information, whichever is earlier. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b. *Termination for Cause.* Without limiting the termination rights of Covered Entity pursuant to this Agreement and the Service Agreement, and upon Covered Entity's knowledge of a breach of the Agreement or other Breach, the Covered Entity shall either:

1. provide five (5) days for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within this time period; or
2. immediately terminate this Agreement if there has been a breach and cure is not feasible, as determined by Covered Entity in its sole discretion;
3. however, if neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

1. Except as provided in Section 7(c)(2) of this Agreement, the Business Associate shall, at its sole cost and expense, return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Covered Entity within five (5) days of the termination of this Agreement setting forth the conditions supporting Business Associate's belief that return or destruction of the Protected Health Information is infeasible. If Covered Entity does not agree to Business Associate's belief in Covered Entity's sole discretion regarding the feasibility of return or destruction, then Business Associate shall return or destroy the Protected Health Information within ten (10) days of Covered Entity's request for such action. However, upon Covered Entity's sole determination that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Damages. The Parties agree that the remedies at law for a breach by Business Associate of the terms of this Agreement or Breach of Protected Health Information may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such breach. In addition, in the event a Breach by Business Associate, or its agents or subcontractors, occurs, Business Associate shall, to the extent required by Covered Entity: (a) provide for such credit monitoring services as deemed appropriate by Covered Entity for at least twelve (12) months for individuals whose information may have been subject to the Breach; (b) provide for call center staffing and operations to the extent necessary to respond to inquiries by affected individuals during this period; (c) pay for any printing, mailing, postage, and other costs incurred by Covered Entity or others to send notifications of the Breach to affected individuals, media, or government authorities; and (d) to the extent reasonably practicable, determine the location of missing information and/or the party or parties that obtained or may have obtained unauthorized access to such information.

9. Indemnification. Business Associate shall defend, indemnify, and hold harmless the Covered Entity and its employees, agents, officers, directors, shareholders, members, parent companies, subsidiaries, affiliated entities, and entities under common control of Covered Entity, from and against any and all claims, causes of action, losses, liabilities, obligations, damages, costs, expenses, and attorneys' fees which the Covered Entity incurs or may incur, directly or indirectly, arising out of and/or related to, or as a result of, any Breach by Business Associate or Business Associate's agents or subcontractors, misuse of Protected Health Information, violation of HIPAA, and/or breach of this Agreement.

10. Miscellaneous.

- a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.
- b. *Amendment.* This Agreement shall not and cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. Business Associate agrees to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws rules, or regulations, including HIPAA, as Business Associate acknowledges that the rules and regulations are expanding and evolving.
- c. *Background Screening.* Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a satisfactory background screening under commercially acceptable standards and business standards of reasonableness for all of its employees, agents, and subcontractors with access to any Protected Health Information, and that these individuals will have passed such background screening. Business Associate agrees to update such background screening upon request by Covered Entity.
- d. *Construction and Interpretation of Agreement.* This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof. Any ambiguity in this Agreement shall be resolved to permit the Parties hereto to comply with the Privacy Rule.
- e. *No Third Party Beneficiaries.* This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.
- f. *Successors and Assigns.* This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties.
- g. *Survival.* The rights and obligations of Business Associate set forth in Section 7(c) hereof, and any other post-termination obligations of Business Associate, shall survive the termination of this Agreement.
- h. *Notices.* All notices which are required to be given hereunder shall be in writing and shall be mailed to the attention of the person signing the Service Agreement or as otherwise set forth in the Service Agreement.
- i. *Headings.* The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
- j. *Choice of Law.* This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Wisconsin.
- k. *Severability.* If any provision of this Agreement or application hereof is held or adjudged to be invalid or unenforceable, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.
- l. *Waiver.* No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.

- m. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or the Privacy and Security Rules will be adequate or satisfactory for Business Associate's own purposes. Without limiting the terms of this Agreement, Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- n. *Entire Agreement.* This Agreement and the Service Agreement, including any exhibits, addenda, and amendments thereto, constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.
- o. *Assistance in Litigation or Administrative Proceedings.* Business Associate agrees to provide requested assistance to Covered Entity in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.