



Contracting & Appointment Instructions

In order to complete your contracting request, please complete the following contracting questionnaire. This information will be entered into SureLC, our online contracting solution. This system will securely store your information for use with any future contracting. You will only be required to complete the following documents *once*- we are able to apply this information to all contracts requested through Broadtower.

Please submit the following documents to Broadtower Licensing:

- Broadtower Producer Profile (Part I and Part II)
- Signed Signature Page
- Signed Disclosure Release Page
- Completed EFT Authorization Page (be sure to attach a copy of a voided check to this page).
- A copy of your individual and/or corporation state insurance license(s).
- A copy of your E&O coverage.
- Proof of AML completion (If completed through LIMRA, no proof required. Simply note LIMRA)
- (If applicable) Special Notes and Requests Page

Please note:

- **Producer Information Updates:** It is up to the individual producer to provide updates to any changes to their information. If there have been changes to any information on the above forms, please let us know as soon as possible.
- **AML:** The AML (Anti-Money Laundering) refresher course must be completed on a yearly basis. This training can be done online at http://nailba.limra.com/Nailba_default.html or with a 3rd party vendor.
- Be sure that any state mandated continuing education is current. Many states require follow up C.E. every 2 years. Applications from agents with non-current C.E. will be rejected and returned to the carriers as mandated by the Department of Insurance in that state.

These documents can be Mailed, E-Mailed (Securely) or Faxed to our licensing team. If you have any questions, they should be directed to licensing@broadtowerinsurance.com.

Contact Information for Broadtower Licensing team:

licensing@broadtowerinsurance.com

Phone: 949.863.0700



Special Notes and Requests

Please address any special notes, requests or assignments in the field below. We will ensure that your contracts are processed according to the information entered below. Feel free to leave this page blank if it is not needed.

Such information would include:

- Assignment of Commissions (to whom?)
- Special Hierarchy Setups
- Special Considerations (Background/Credit items)
- Any other items that do not fit on the standard questionnaire



Producer Profile (Part I)

Please complete this form and return to Broadtower-
We must have a completed and signed form on file

Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Home Phone: _____

E-Mail Address: _____ Fax: _____

Preferred Method of Correspondence? Mail Fax E-mail

Social Security No. _____ Date of Birth: _____

Resident Insurance License No./State _____ Gender: M / F

Designations: _____ Driver's Lic. No./State: _____

AML Provider: LIMRA NONE OTHER Date: _____

Do You Carry E&O Insurance? No Yes (Please provide a copy)

Do You Assign Commissions? No Yes, assign to: _____

Are you Securities Licensed? No Yes, applicable licenses: _____

If FINRA Registered, What Is The Name Of Your Broker Dealer? _____

Complete the following if Doing Business As a Business/Corporate Entity

Company/Corporation Name: _____

Tax ID No. _____ Principal/Title: _____

Your Title (if not Principal): _____ Corporate E-mail: _____

Corporate Phone: _____ Corporate Fax: _____

Corporate Address: _____ City: _____ State: _____ Zip: _____



Producer Profile (Part II)

IT IS AGREED by and between Broadtower Insurance Solutions (hereinafter referred to as MGA) and the producer whose name appears on Part I (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of Group Insurance which may be subject to a Broker of Record direction.

In the event that any commission, premium or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.

Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.

The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or e-mail address set forth herein or other fax numbers or e-mail addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Print Name

Signature

Date

Legal Questions for Contracting and Appointment Requests

Please answer the following questions. If you answer YES to any question, be sure to provide a full, detailed explanation including specific dates.

Name: _____

1	Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations or statutes? Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1A	Have you ever been convicted of or plead guilty or no contest to any Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1B	Have you ever been convicted of or plead guilty or no contest to any Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1C	Have you ever been convicted of or plead guilty or no contest to a violation of federal or state securities or investment related regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1D	Have you ever been convicted of or plead guilty or no contest to a violation of state insurance department regulation or statute?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1E	Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1F	Have you ever been charged with a Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1G	Have you ever been charged with a Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1H	Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have you ever been or are you currently being investigated, have any pending indictment, lawsuits, or have you ever been in a lawsuit with an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2A	Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2B	Have you been under investigation by any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2C	Have you ever been or are you currently involved in any pending indictments, lawsuits, civil judgments or other legal proceedings (civil or criminal)(you may omit family court).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2D	Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Has any insurance or financial services company or broker-dealer terminated your contract or appointment or permitted you to resign for reason other than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5A	Were you fired because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5B	Were you fired because you were accused of fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5C	Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever had an appointment with any insurance company denied or terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8	Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8A	Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8B	Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has any state or federal regulatory body found you to have been a cause of an investment – or insurance – related business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Has any state or federal regulatory agency revoked or suspended your license as an attorney, accountant, or federal contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Have you had any interruptions in licensing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14A	Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14B	Has any state, federal, or self-regulatory agency filed a complaint against you, fined or sanctioned you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14C	Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15A	Have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15B	Has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15C	Is the bankruptcy pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Are you connected in any way with a bank, savings & loan association, or other lending or financial institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Have you ever used any other names or aliases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered any questions YES, provide an explanation that includes dates, actions, and descriptions. Attach additional paper if necessary.

I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes, I will notify my agency office within 5 days of such change. Further, I understand that my agency may contact me when I need to answer carrier specific questions.

Signature: _____

Date: _____

LETTER OF EXPLANATION

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, _____, hereby authorize SuranceBay, LLC and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through the SureLC software or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.



PRODUCERIDXXX

ELECTRONIC FUND TRANSFERS (EFT)

Account Owner Name (Required): _____

Transit/ABA #: _____

Account #: _____

Financial Institution Name: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Account Type: Checking Saving Phone: _____

By signing below I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

Signature: _____ Date: _____

Attach copy of the check here for checking account or
deposit slip for saving account:

Replace this page with a copy of your E&O Insurance Certificate of Coverage

IMPORTANT: E & O Certificate must list your full name as the insured.
Please refer to the following examples.

CORRECT:

My Insurance Agency Inc.

Joe Agent

123 Main Ave

City, State, 12345

INCORRECT:

My Insurance Agency Inc.

123 Main Ave

City, State, 12345

If individual name is not listed correctly please provide a letter from the E&O
Carrier listing agents covered under agency policy.



HIPAA BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

This HIPAA Sub Business Associate Agreement (“Sub Agreement”) is entered into by and between Broadtower Insurance Solutions Inc., including its Affiliates (“Business Associate”) and _____ on behalf of itself and its Affiliates (“Subcontractor”) (each a “Party” and collectively the “Parties”), whereby its terms and conditions shall be effective as of the earliest execution date affixed hereto (“Effective Date”).

WHEREAS, the Parties have (or may concurrently with the execution of this Sub Agreement) entered into other Agreement(s) (the “Agreement”) whereby Subcontractor may use and/or disclose Protected Health Information (“PHI”) to perform all services necessary in order to obtain offers for life insurance and/or life insurance policies (“Services”). Both, Subcontractor and Business Associate are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the “Privacy & Security Regulations”) promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as it is updated, amended, or revised, including the requirement under 45 CFR §164.502(d)(2) to enter into a Business Associate Agreement with business associates who are subcontractors; and

WHEREAS, Business Associate has entered into contracts with certain organizations identified as a Covered Entity under 45 CFR §160.103 (“Covered Entity” and collectively “Covered Entities”) that require Business Associate to provide satisfactory assurances that Business Associate will appropriately safeguard all health information protected under the Privacy Rule and Security Rule (as defined below) that is disclosed by, or created or received by, Business Associate on behalf of such Covered Entities; and

WHEREAS, this Sub Agreement is intended to set forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by the Subcontractor from or on behalf of the Business Associate, will be handled between the Subcontractor and the Business Associate and with third parties during the term of their Agreement and after its termination;

THEREFORE, and in consideration for the mutual benefit provided to each Party under the Agreement, the Parties agree as follows:

1. **DEFINITIONS**

- 1.1 Unless otherwise specified in this Sub Agreement, all capitalized terms used in this Sub Agreement not otherwise defined herein or otherwise in the Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “HIPAA”) and ARRA, as each is amended from time to time. To the extent a term is defined in both the Agreement and in this Sub Agreement, HIPAA or ARRA, the definition in this Sub Agreement, HIPAA or ARRA shall govern.
- 1.2 “Affiliate”, for purposes of this Sub Agreement, shall mean any entity that is controlled by or under common control with Business Associate and/or Subcontractor. For this purpose, “control” means the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights. “Common Control” means control of two or more entities by a common parent organization.
- 1.3 “ARRA” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, and any and all

references in this Sub Agreement to sections of ARRA shall be deemed to include all associated existing and future implementing regulations, when and as each is effective.

- 1.4 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.7 that is transmitted or maintained in electronic media.
- 1.5 "PHI" shall mean Protected Health information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate or Subcontractor pursuant to performance of the Services.
- 1.6 "Privacy Rule" shall mean the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.7 "Security Rule" shall mean the federal security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.8 "Services" shall mean those services described above and to the extent they involve the creation, use or disclosure of PHI, by Subcontractor to Business Associate under this Agreement.

2. **PERMITTED USES OF PHI AND RESPONSIBILITIES OF SUBCONTRACTOR**

With regard to its use and/or disclosure of PHI, Subcontractor agrees to:

- 2.1 Use and/or disclose PHI only as necessary to provide the Services and its obligations under this Sub Agreement, provided that such use would not violate the Privacy and Security Regulations if done by Business Associate or the minimum necessary policies and procedures of Business Associate, or as otherwise required by law. All other uses not authorized by this Sub Agreement are prohibited.
- 2.2 Implement and use appropriate administrative, physical and technical safeguards to: (i) prevent use or disclosure of PHI other than as permitted or required by this Sub Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Subcontractor creates, receives, maintains, or transmits on behalf of the Business Associate in compliance with Subpart C of 45 CFR Part 164.
- 2.3 Promptly and without unreasonable delay, and not greater than 5 days after the discovery thereof, notify Business Associate of any of the following:
 - a. any use or disclosure of PHI not provided for by this Sub Agreement of which it becomes aware;
 - b. any suspected breach of unsecured PHI as defined at 45 CFR §164.402; and,
 - c. any Security Incident of which it become aware.

Notification under this section shall include the identification of each individual whose PHI has been, or is suspected to have been, accessed, acquired, or disclosed. Subcontractor further agrees to make available in a reasonable time and manner any information need by Business Associate to respond to individual and governmental inquiries regarding any of the notifications received from Subcontractor.

- 2.4 Require all of its employees, subcontractors, agents and Affiliates, that create, receive, maintain, or transmit PHI to agree, in writing, to the same legal restrictions and conditions on the use and/or disclosure of PHI that apply to Subcontractor; including but not limited to: (1) the information will be held confidentially and used or further disclosed only as required by law; (2) the information will be used only for the purpose for which it was disclosed to the third party; (3) the third party will promptly notify Subcontractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and, (4) to the extent that Subcontractor provides ePHI to a

subcontractor or agent, it shall require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Sub Agreement.

2.5 Make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary of the Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the Privacy Rule.

2.6 Make available to Business Associate, during normal business hours, all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI from Business Associate to determine the Subcontractor's compliance with the terms of this Sub Agreement.

2.7 Document, and within fifteen (15) days after receiving a written request from Business Associate, make available to Business Associate, information necessary for Business Associate to make an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. §164.528 as of its Compliance Date.

2.8 Notwithstanding Section 2.7, in the event that Subcontractor in connection with the Services uses or maintains and Electronic Health Record of PHI of or about an Individual, then Subcontractor shall, when and as directed by Business Associate, make an accounting of disclosures of PHI directly to an Individual within fifteen (15) days in accordance with the requirements for accounting for disclosures made through and Electronic Health Record in 42 U.S.C. 17935 (c), as of its Compliance Date.

2.9 Maintain any ePHI it creates, receives, maintains, or transmits will be maintained or transmitted in a manner that is rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5.

2.10 Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI from Business Associate.

2.11 Provide access within fifteen (15) days after receiving a written request from Business Associate to PHI in a Designated Record Set about an Individual, to Business Associate, sufficient to allow Business Associate to comply with the requirements of 45 C.F.R. § 164.524.

2.12 Notwithstanding Section 2.7, in the event that Subcontractor in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Subcontractor shall provide an electronic copy of the PHI within fifteen (15) days, to Business Associate, sufficient to allow Business Associate to comply with 42 U.S.C. § 1793(e) as of its Compliance Date.

2.13 To the extent that the PHI in Subcontractor's possession constitutes a Designated Record Set, make available, within fifteen (15) days after a written request by Business Associate, PHI for amendment and incorporate any amendments to the PHI as directed by Business Associate in accordance with 45 CFR §164.526.

2.14 Request, use and/or disclose to its subcontractors, agents, other third parties, or Affiliates, and request from Business Associate, only the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

2.15 Acknowledge its obligations under HIPAA and agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in this Sub Agreement made applicable to Subcontractor by HIPAA on the applicable effective date and any subsequent regulations promulgated under HIPAA and/or guidance thereto.

2.16 Not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935 (d).

2.17 Not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936 (a).

2.18 Not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b).

2.19 Indemnify Business Associate for the reasonable cost to notify the Individuals whose information was the subject of a breach and for any cost or damages, including attorney fees or fines, incurred by Business Associate as a result of the breach by Subcontractor, including but not limited to any identify theft related prevention or monitoring costs.

2.20 Acknowledge that, effective as of September 23, 2013: (i) the foregoing requirements shall apply to Subcontractor in the same manner that such requirements apply to Business Associate, and (ii) Subcontractor shall be liable under the civil and criminal enforcement provisions set forth at 42 USC 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the requirements and any applicable guidance subsequently issued by the Secretary with respect to such requirements.

3. **RESPONSIBILITIES OF BUSINESS ASSOCIATE**

In addition to any other obligations set forth in this Sub Agreement, Business Associate agrees to:

3.1 Identify which of the records it furnishes to Subcontractor it considers to be PHI for purposes of this Sub Agreement.

3.2 Shall provide to Subcontractor only the minimum PHI necessary to accomplish the Services.

3.3 In the event that the Business Associate honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a), or makes revisions to its notice of privacy practices ("Notice") that the Covered Entity provides to Individuals in accordance with 45 C.F.R. § 164.520 that increases the limitations on uses or disclosures of PHI, or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Business Associate agrees not to provide Subcontractor any PHI that is subject to any of those restrictions or limitations to the extent any may limit Subcontractor's ability to use and/or disclose PHI as permitted or required under this Sub Agreement unless Business Associate notifies Subcontractor of the restriction or limitation and Subcontractor agrees to honor the restriction or limitation.

3.4 Shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Subcontractor pursuant of HIPAA, until such PHI is received by Subcontractor.

3.5 Inform the Subcontractor of any opt-outs exercised by any Individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f), to the extent relevant to the Services being provided under the Agreement.

3.6 Inform the Subcontractor of any changes in, revocation of, the authorization proved to the Business Associate pursuant to 45 CFR §164.508, to the extent relevant to the Services being provided under the Agreement.

3.7 Shall obtain any consent or authorization that may be required by applicable federal or state laws and regulation prior to furnishing Subcontractor the PHI.

4. **TERMINATION AND COOPERATION**

4.1 **Termination:** If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Sub Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified timeframe or in the event the breach is reasonably incapable of cure, then the non-breaching Party may immediately terminate the Agreement, including this Sub Agreement.

4.2 Effect of Termination or Expiration. Upon termination of the Subcontractors services for any reason or the expiration or termination for any reason of the Agreement and/or this Sub Agreement, Subcontractor shall return or destroy all PHI (in accordance with 45 CFR §164.504(e)(2)(J) and CFR §164.504(e)(5)), and retain no copies or any other backup media, including all PHI in possession of Subcontractor's agents or subcontractors. In the event that Subcontractor determines that return or destruction of the PHI is not feasible, Subcontractor shall notify Business Associate in writing and may retain the PHI subject to this Section 4.2. Under any circumstances, Subcontractors shall extend any and all protections, limitations and restrictions contained in this Addendum to Subcontractor's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this Sub Agreement, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

4.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

5. CONFIDENTIALITY

5.1 Confidentiality Obligations. In the course of performing under this Sub Agreement, each Party may receive, be exposed to, or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy, or contained in any computer database or computer readable form, as well as any other information identified as confidential ("Confidential Information") of the other Party. For purposes of this Sub Agreement, Confidential Information shall not include PHI, the security of which is the subject of this Sub Agreement and is provided for elsewhere. The Parties, including their employees, agents, Affiliates, or representatives, (i) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by the Agreement and this Sub Agreement; (ii) only permit the use of such Confidential Information by employees, agents, Affiliates, and representatives having a need to know in connection with performance under the Agreement and this Sub Agreement; and, (iii) advise each of their employees, agents, Affiliates, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of either Party; (b) which is later publicly released by either Party in writing; (c) which is lawfully obtained from third parties without restriction; or, (d) which can be shown to be previously known or developed by either Party independently of the other Party.

6. MISCELLANEOUS

6.1 Contradictory Terms; Construction of Terms. Any other provision of the Agreement that is directly contradictory to one or more terms of this Sub Agreement ("Contradictory Term") shall be suspended by the terms of this Sub Agreement to the extent and only to the extent of the contradiction, only for the purpose of Business Associate's and Subcontractor's compliance with HIPAA and ARRA, and only to the extent reasonably impossible to comply with both the Contradictory Term and the terms of this Sub Agreement. The terms of this Sub Agreement to the extent they are unclear shall be construed to allow for compliance by Business associate and Subcontractor with HIPAA and ARRA.

6.2 Survival. Sections 4.2, 4.3, and 5.1 shall survive the expiration or termination for any reason of the Agreement and/or of this Sub Agreement, and Sections 2.1 – 2.20 shall survive the expiration of this Agreement and Sub Agreement to the extent and for such amount of time where it is not feasible for Subcontractor to not destroy PHI.

6.3 Independent Contractor. Subcontractor and Business Associate are and shall remain independent contractors throughout the term. Nothing in this Sub Agreement or otherwise in the Agreement shall be construed to constitute Subcontractor and Business Associate as partners, joint ventures, agents or anything other than independent contractors.

6.4 Amendments; Waiver. This Sub Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.5 Notices. Any notices to be given hereunder to a Party shall be mailed via U.S. mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Subcontractor, to:

If to Business Associate, to:
Broadtower Insurance Solutions, Inc.
2860 Michelle Drive, Suite 150
Irvine, CA 92606
Fax: (949) 863-9318

With a copy to:
Vogt, Resnick & Sherak, LLP
4400 MacArthur Blvd., Suite 900
Newport Beach, CA 92660
Fax: (949) 851-9001

6.6 Choice of Law. This Sub Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

6.7 Jurisdiction. The parties submit to the jurisdiction of the Courts of the County of Orange, State of California or a Federal Court empaneled in the State of California for the resolution of all legal disputes arising under the terms of this Sub Agreement, including, but not limited to, enforcement of any arbitration award.

6.8 Arbitration. The Parties hereby agree that any dispute regarding the terms and conditions of this Sub Agreement shall be submitted to binding arbitration through The Judicial Arbitration and Mediation Services/Endispute ("JAMS"), in Orange County, California pursuant to the provision of Title 9 of Part III of the California Code of Civil Procedure, commencing at Section 1280 et seq. (or any successor or replacement statutes), within one year of the date the dispute first arose, or within one year of the termination of this Sub Agreement, whichever occurs first; provided, however, that if a Party's claim arises under a statute providing for a longer time to file a claim, that statute shall govern.

(1) Only one arbitrator shall be appointed pursuant to the following rules if the dispute involves the sum of Five Million Dollars (\$5,000,000) or less, and a three person panel shall be appointed if the dispute involves more than Five Million Dollars (\$5,000,000). If the Parties are unable to agree on the neutral arbitrator(s), the Parties will obtain a list of arbitrators from JAMS in Orange County, California. Each Parties will alternately strike names from the list until only one (or three as the case may be) name remains; the remaining name(s) shall be the arbitrator(s). Arbitration proceedings shall be held in Orange County, California at a JAMS location mutually convenient to the Parties.

(2) With respect to discovery, all documents, information, and issues relevant to the claim(s) or dispute(s) in the possession of a Party shall be made available to the other Party no later than fifteen (15) days after the demand for arbitration is served. With respect to additional discovery, the Parties may each obtain discovery in aid of the arbitration according to Code of Civil Procedure Section 1283.05; however, subparagraph (e) is excluded so that the arbitrator's permission shall not be required to take deposition.

(3) Following a hearing conducted by the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's opinion and award shall be binding and decide all issues submitted and set forth the legal principles supporting each part of the opinion. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the Parties. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages and the Parties waive any rights thereto. Any award of the arbitrator may be confirmed and enforced in any court having jurisdiction.

(4) Each Party shall each bear their own costs for legal representation at any arbitration, and the cost of the arbitrator, court reporter (if any), and any incidental costs of arbitration, shall be borne equally by the Parties. The prevailing party shall be entitled to an award of attorney's fees and costs.

6.9 Counterparts. This Sub Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sub Agreement on the dates set forth below, to be effective as of the earliest thereof.

Broadtower Insurance Solutions, Inc.

Dated: _____

By: _____

Its:

Dated: _____

[Subcontractor]