



PRODUCER'S CONDITIONAL AGREEMENT

As an agent who has been appointed with Transamerica Financial Life Insurance Company and/or Transamerica Life Insurance Company, (each individually referred to as "the Company"), I acknowledge and agree that if I am appointed with more than one Company, the Producer's Conditional Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The obligations and responsibilities between me and one Company are separate and distinct from the obligations and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed. I further have agreed to the following:

- a. Unless I hold a personal contract with the Company which govern(s) fixed insurance products, the Company has no obligation to pay me commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy, or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
- b. I understand that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company or any of its affiliates unless such replacement is accomplished in accordance with the Company rules in force at that time.
- c. I will comply with all applicable laws and regulations of the states in which I sell products including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
- d. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
- e. I will deliver any policy sent to me within thirty (30) days from the postmark date such policy is mailed by the Company.
- f. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on life insurance policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the insurance policy in force. All monies or securities received by me as full or partial payment of premiums or for any other item without exception, shall be held by me in trust separate from my own or other funds and will be immediately delivered and paid to the Company.
- g. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
- h. I will comply with the Company's Code of Professional Conduct for Producers and Employees as it may be amended from time to time. I understand and agree to the following policies.
- i. I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary, or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods). I also agree to notify the Company within 48 hours upon learning of an actual or potential breach involving the privacy or security of any nonpublic client information in my possession, or in the possession of my employee, agent, representative, or vendor/subcontractor.
- j. I will comply with the Company's rules for electronic imaging and transmission of documents.
- k. I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
- l. I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

7.1 Privacy and Confidentiality Generally

- a. Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary (“Information”). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or securely destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.
- b. If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (A) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (B) consult with us on the advisability of attempting to resist or narrow such request, and (C) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

7.2 Compliance with GLBA – You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time (“GLBA”). Compliance with GLBA includes the following:

- a. You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 7.6(c) below, or as required by law. “Nonpublic Personal Financial Information” means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.
- b. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.
- c. You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

7.3 ACE Designation under HIPAA – You acknowledge that the health care components of the Companies (such health care components collectively, the “Covered Entity”), have elected to adopt Affiliated Covered Entity (“ACE”) status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations as any of the same may be amended or superseded from time to time (“HIPAA”), such designation has been appropriately adopted and documented, and any Company is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

7.4 Compliance with HIPAA – You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:

- a. You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 7.6(c) below), to carry out your legal responsibilities, or otherwise as required by law. “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.
- b. You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

- c. You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information as provided by 45 C.F.R. § 164.524.
- d. You shall comply with our request to amend Protected Health Information in accordance with a Policyholder's request as provided by 45 C.F.R. § 164.526.
- e. You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.
- f. You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.
- g. Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.
- h. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.
- i. You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.101) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.
- j. To the extent that we may require you to carry out ACE Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to ACE Entities in the performance of such obligations.
- k. You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

7.5 Compliance with HITECH Act

- a. You agree and acknowledge that you are directly subject to HIPAA as amended by the HITECH Act, including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (A) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (B) not act in any way to interfere with or hinder the ACE Entities' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (C) use your best efforts to notify the ACE Entities without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410(a)(2).
- b. In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.
- c. You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508(d) and/or under HIPAA.

7.6 Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA

- a. In response to an unsolicited direct Policyholder, Certificateholder, or Consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder, Certificateholder, or Consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.
- b. We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that

- a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.
- c. You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.
 - d. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
 - e. You shall notify us in writing without unreasonable delay and in any event within three (3) business days after becoming aware of a violation of Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.
 - f. You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
 - g. We can amend Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct. These policies, procedures and guidelines can be changed from time to time.

**Transamerica Financial Life Insurance Company
Transamerica Life Insurance Company**

Laurie A. Renko

**Laurie Renko
Vice President**

ACKNOWLEDGEMENT

I acknowledge that I have read, understood, and accept the provisions of this agreement. Except as expressly supplemented by this Agreement, all other terms and conditions contained in the Agreement remain in full force and effect.

NAME (Please Print)

AGENT NUMBER

SIGNATURE

DATE