

## **AMENDMENT TO PRODUCER AGREEMENT (FIXED PRODUCTS)**

This Amendment modifies the Agreement(s) currently held with Monumental Life Insurance Company, Stonebridge Life Insurance Company, Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company and/or Western Reserve Life Assurance Co. of Ohio (each individually referred to as "the Company"). The following provisions are hereby added to the Code of Professional Conduct section of the Agreement:

### **3.8(e) Privacy and Confidentiality Generally**

- (i) 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.
- (ii) 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.

**3.8(f) 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privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time ("GLBA").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:

- (i) You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 3.8(e)(iii) 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.
- (ii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.
- (iii) 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.

**3.8(g) Compliance with HIPAA** – You shall comply with the privacy and security requirements of 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"). Compliance with HIPAA includes the following:

- (i) 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 3.8(e)(iii) 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.

- (ii) 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.
- (iii) You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information.
- (iv) You shall comply with our request to amend Protected Health Information.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.

- (ix) You shall require that your sub-agents, directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you.

**3.8(h) Compliance with HITECH Act**

- (i) 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 Company's 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 Company without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in Section 13400, and as the terms "breach" and "discover" are further described in Section 13402(c) of the HITECH Act.
- (ii) 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.
- (iii) You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under Section 13405(d) of the HITECH Act and/or under HIPAA.

**3.8(i) Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA**

- (i) In response to an unsolicited direct Policyholder inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.
- (ii) 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.
- (iii) 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.
- (iv) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
- (v) 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 3.8(e), (f), (g), or (h) 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.

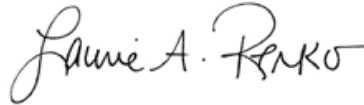
- (vi) You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
- (vii) We can amend Section 3.8 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting 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.

**Monumental Life Insurance Company**

**Stonebridge Life Insurance Company**

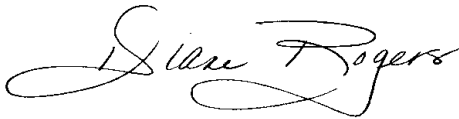


**Pete Adkins**  
Vice President



**Laurie A. Renko**  
Senior Vice President

**Transamerica Financial Life Insurance Company**  
**Transamerica Life Insurance Company**  
**Western Reserve Life Assurance Co. of Ohio**



**Diane Rogers**  
Vice President

**ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date