



PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT ("Agreement") by and between OCI INSURANCE AND FINANCIAL SERVICES, INC., ("OCI"), and "The Producer" whose legal name and information are further described in the signature block below, and shall have an "Effective Date" as of the date signed by an authorized representative of OCI. OCI and the Producer are collectively referred to below as the "Parties" and each individually as a "Party".

OCI and the Producer are each in the business of providing insurance brokerage services. OCI provides services, relationships, and agreements with various insurance carriers for the payment of commissions and other compensation. The Producer has contacts and existing relationships with various insurance consumers. OCI and the Producer desire to enter into this Agreement whereby they each receive benefit from the other's contacts, relationships, and agreements.

In consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Contract Placement.** OCI shall permit the Producers to place insurance contracts under all Agreements currently in effect, or executed during the term of this Agreement, between OCI and various insurance carriers with which OCI enters into an Agreement during the term of this Agreement (each a "Carrier" and collectively referred to as the "Carriers").

contracts. In addition, the Parties agree to work together to ensure the services provided under this Agreement are provided following customary industry standards to maintain and retain such insurance contracts.
2. **Duties of The Producer.**
 - 2.1. The Producer agrees to secure and maintain such licenses, certifications, and appointments by OCI as is necessary to transact business on behalf of OCI and as required by any state or jurisdiction where the Producer solicits sales of any OCI Products. The Producers shall provide OCI copies of all required licenses. The Producers further agrees to notify OCI immediately of any expiration, termination, suspension, or other action by a Department of Insurance or any other governmental agency affecting said license or appointment. The Producers further agrees to notify OCI in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for the commission of any act involving fraud, dishonesty, breach of trust, theft, and misappropriation of money or breach of any fiduciary duty.
 - 2.2. The Producer shall not broadcast, publish or distribute any advertisements or other material relating to OCI or any of its Carriers or its product offerings, nor use the name, trademark, or logo of OCI or any of its Carriers or in any way or manner without OCI's prior written consent and then only as specifically authorized in writing by OCI. The restrictions on promotional and descriptive material included in this Section 2 includes, but is not limited to, enrollment materials, internet communications, or any other electronic transmissions representing product offerings, brochures, telephone directory advertisements (print or electronic), and The Producers or agency company listings.
3. **Contract the Producer.**
 - 3.1. The Producer shall be the Producer of record and own or retain their business on any insurance contract placed with any of the Carriers under OCI's agreement. Without regard to the Producer or broker named on such insurance contracts, both OCI and the Producer shall each be responsible for servicing and retaining (as and where appropriate and applicable) all such insurance contracts. In addition, the Parties agree to work together to ensure the services provided under this Agreement are provided following customary industry standards to maintain and retain such insurance contracts.
- 3.2. Notwithstanding anything else in this Section 3, the Parties agree that as consideration for Producer's right to retain the business on any insurance contract upon the termination of this Agreement, Producer shall be responsible for all losses, for any reason, related to an agreement within Producer's portfolio.
4. **Additional Services.** OCI shall, from time to time, provide various services to the Producer upon the Producer's request. The services to be offered by OCI shall include, but are in no way limited to, assistance in the following areas: marketing, underwriting, compliance, administration and claims issues, negotiation and interaction with Carriers, renewals, and client advice and interaction.
5. **Payment of Commissions/Bonuses.**
 - 5.1. All standard commissions payable to either Party as a result of insurance contracts placed by with any of the Carriers shall be paid to OCI in full, and in turn, OCI will pay commissions to the Producer in accordance with each Carrier's commission payment procedures. In the event a Carrier is unable to pay commissions directly to OCI, payment will go directly to the Producer.
 - 5.2. Any volume production bonuses payable to OCI as a result of insurance contracts placed by the Producer with any of the Carriers after the effective date, OCI, in its sole discretion, pay all or any portion of any volume production bonus to the Producer.
6. **Term and Termination.**
 - 6.1. **Term.** This Agreement shall commence on the Effective Date and be effective as of for an initial term of one year (the "Initial Term"). Upon completion of the Initial Term, the Agreement will automatically renew for additional one-year terms (each a "Renewal Term" and, collectively with the Initial Term, be referred to as the "Term" from the Agreement) unless and until terminated in accordance with Section 6.2 below.
 - 6.2. **Termination.** This Agreement may be terminated by either Party for any reason with at least 90 days prior written notice to the other Party.

6.3. Additionally, OCI shall also have the right to terminate this Agreement immediately upon written notice to the Producer at any time for the following reasons, but not limited to:

- (a) death (if the Producer is an individual) or dissolution (if the Producer is a legal entity), disablement, and/or retirement of the Producer.
- (b) material default or substantive breach by the Producer of one or more of its obligations under this Agreement (including any amendments).
- (c) any expiration, termination, or suspension of any license and appointment that is necessary for the Producer to transact business in partnership with OCI that is required by any state or jurisdiction where the Producer solicits sales; or
- (d) The Producer's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

6.4. In the event of a termination related to 6.3(a) above, the Parties (or their respective representatives) agree to meet and discuss terms associated with future Commission Split payments that are mutually agreeable between the Parties.

6.5. The Producer's failure to comply with any provision of this Agreement shall be material if OCI determines that such failure affects The Producer's ability to perform under this Agreement. Termination for cause shall not be OCI's exclusive remedy but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current, or future default.

6.6. Upon termination, The Producer shall become the sole Producer or broker on each insurance contract placed by the Producer with any of the Carriers during the term of this Agreement. OCI would in this case assign any commissions from the Carrier back to the Producer.

6.7. If for any reason this Agreement is terminated, OCI reserves the right in its sole determination to charge back to the Producer's account any/all previously paid commissions disbursed to Producer if a Carrier proceeds for any reason with chargeback to OCI.

7. **Representations.** Each Party warrants and represents to the other that it is properly licensed and/or certified to solicit and/or transact insurance business pursuant to all applicable federal, state, and local laws and regulations. Within 15 days following the Effective Date, The Producer shall provide to OCI copies of all of the Producer's applicable insurance licenses and/or certifications.

8. **Business Insurance.** The Producer agrees to maintain, at the Producer's own expense, business insurance, including but not limited to Professional Liability and Errors and Omissions with policy limits in accordance with standard levels in the industry and required by law. Upon request, the Producer shall provide to OCI proof of such coverage.

9. **Confidentiality.** Each Party acknowledges that, during the term of the Agreement, it may have access to proprietary and confidential information of the other Party, including but not limited to trade secrets, customer lists, customer contact information, and standard operating procedures (collectively "Confidential Information"). As further consideration for entering into this Agreement, each Party agrees that, during or after the term of this Agreement, it will not use or disclose, whether directly or indirectly,

any proprietary or Confidential Information of the other Party to any person, firm, or other entity, for any purpose whatsoever, without the prior written consent of the other Party.

9.1. The Producer will treat as trade secrets any information concerning customers of OCI or its business, products, techniques, methods, systems, price-books, rating tools, plans or policies as Confidential Information; and the Producer will not, during the term of this Agreement or at any time thereafter, disclose such Confidential Information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any way or any capacity other than as a sales the Producer of OCI in furtherance of OCI's interests. With respect to Confidential Information concerning customers of OCI, the Producer will implement a comprehensive written information security program that includes administrative, technical, and physical safeguards for the protection of such information that is appropriate to the Producer's size, complexity, nature, and scope of activities and that is designed to:

- (a) Ensure the integrity and confidentiality of such Confidential Information.
- (b) Protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and
- (c) Protect against unauthorized access to, or use of, such Confidential Information that could result in substantial harm or inconvenience to any customer of OCI.

9.2. In addition, the Producer acknowledges and agrees that OCI may impose required privacy and security measures from time to time, including but not limited to, encryption of electronic devices that are used by the Producer in fulfilling its obligations under this Agreement, and that it shall promptly implement such security measures following OCI's disclosure of the same. Failure to promptly implement such security measures shall be considered a material breach under Section 6.3 (b) of this Agreement. Upon termination of this Agreement, or sooner if requested by OCI, the Producer will immediately deliver to OCI all literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists (obtained from OCI), customer orders, records, cards or notes acquired, compiled or coming into the Producer's knowledge, possession, custody or control in connection with his/her activities as the Producer or sales representative of OCI, as well as all machines, parts, equipment, rating tools and other materials received by the Producer from OCI or from any of its customers, the Producers or suppliers in connection with such activities.

9.3. Upon the request of OCI, The Producer shall return all Confidential Information to OCI; provided, however, (i) The Producer shall be permitted to retain copies of OCI's Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes, and (ii) the Producer will not be required to search archived electronic back-up files of its computer systems for OCI's Confidential Information in order to purge the other OCI's Confidential Information from its archived files; provided further, that any Confidential Information so retained will (x) remain subject to the obligations and restrictions contained in this Agreement, (y) will be maintained in accordance with the Producer's document retention policies and procedures, and (z) the Producer will not use the retained Confidential Information for any other purpose.

10. **Non-Solicitation of OCI Customers.** The Producer understands and acknowledges that because of the Producer's experience in the industry and relationship to OCI, the Producer

will have access to and learn about much or all of OCI's customer information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, insurance coverage history, preferences, the chain of command, pricing information, and other information identifying facts and circumstances specific to the customer. The Producer understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm to OCI. The Producer agrees and covenants, during the term of this Agreement and the two year period beginning on the Termination Date of this Agreement, The Producer will not knowingly and directly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with OCI's current customers for purposes of offering or accepting goods or services similar to or competitive with those offered by OCI or for purposes of inducing any such customer to terminate its relationship with OCI.

11. Health Insurance Portability and Accountability Act (HIPAA) — Privacy and Security Rules. In the event The Producer obtains access to "protected health information" (within the meaning of 45 C.F.R. Parts 160-164) ("PHI") as part of this Agreement, the Producer shall be subject to the attached Exhibit "A" "Business Associate Agreement" which is incorporated herein by reference.

12. Indemnification; Limitation of Liability.

12.1. Indemnification. Each Party hereby indemnifies and holds harmless the other Party, its shareholders, directors, officers, employees, attorneys, insurers, principals, The Producers, assigns, successors in interest, parent companies, subsidiaries, sister companies, and all other related persons or entities from and against any and all liabilities, suits, claims, losses, damages, costs, expenses, liens, claims, and demands for contribution or indemnification arising from any willful or negligent act or omission of the Party, it's the Producers or employees during the performance of any of the activities provided for in this Agreement. Provided, however, nothing in this Section 12 shall relieve a Party from liability for a breach of this Agreement or limit the remedies available to the other Party upon such a breach.

12.2. The Producer shall further indemnify, defend and hold OCI harmless from and against any loss, damage, or expense, including reasonable attorneys' fees, caused by or arising from the negligence, misconduct, or breach of this Agreement by the Producer or any of its permitted agents' or subcontractors' use of automatic dialing systems, artificial or prerecorded voice messages, SMS text messages, and fax machines, or from the failure of the Producer or any of its permitted the Producers or subcontractors (or other persons purporting to act on any of their behalfs) to comply with any federal or state laws, rules or regulations now in effect or as they may be enacted, amended, or interpreted during the term of this Agreement.

12.3. Limitation of Liability. OCI will not accept responsibility for errors, acts, or failure to act by others, including but not limited to, third-party suppliers of software, equipment, or services. OCI undertakes no duties to the Producer other than the duties expressly provided for in this Agreement, and any and all other or additional duties that may be imposed upon OCI in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event and except for undisputed Commission Split payments, OCI's cumulative liability to The Producer, whether arising in contract, tort (including, without

limitation, gross negligence and strict liability) or otherwise, shall not exceed an amount equal to the aggregate of Commission Split paid to in the three month period prior to the month that the incident giving rise to the liability occurred.

IN NO EVENT SHALL OCI BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS, OR PROFITS, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR OCI WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

13. No Employment Relationship. It is understood and agreed by the Parties that this Agreement is intended to create an independent contractor relationship and not an employer/employee relationship between the Parties. Each Party shall be responsible for all expenses involved in the execution and performance of this Agreement, including the payment of any wages, salaries, or other amounts dues such Party's employees, and the payment of any applicable federal, state, and/or local taxes.

14. Notices. All notices, requests, demands, claims, and/or other communications required or permitted by this Agreement shall be in writing, and shall be deemed duly given upon hand delivery or five business days after being sent via registered or certified mail to the following addresses, or at such other address as a Party may from time to time designate by written notice to the other:

If to OCI:

OCI Insurance and Financial Services, Inc.
4221 North 203rd Street Suite 200
Elkhorn, NE 68022

If to the Producer, at the address set forth in the signature block below. Any notice, request, demand, claim, or other communication required or permitted by this Agreement sent by any means other than those set forth above shall be deemed to have been duly given only upon actual receipt by the intended recipient.

15. Waiver. The waiver by either party of a breach of any term or provision of this Agreement, in whole or in part, whether intentional or not, shall not be construed as a waiver of any subsequent breach.

16. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

17. Force Majeure. The Parties to this Agreement may be excused for failures and delays in performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, pandemic, war, riot or insurrection, governmental decree (including but not limited to a mandate, order, law, regulation or similar), strike, flood, fire, explosion or the inability to obtain the necessary labor, materials or facilities resulting from one of the above-referenced events.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nebraska. All disputes arising out to this Agreement shall

be subject to the exclusive jurisdiction and venue of the Nebraska state courts of Douglas County (or, in the case of exclusive federal jurisdiction, the United States District Court for the District of Nebraska) and each of the Parties consents to the personal and exclusive jurisdiction and venue of these courts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OCI: **OCI Insurance and Financial Services, Inc.**

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Producer: _____

Legal Address: _____

City, State, Zip _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BA Agreement") is by and between OCI Insurance and Financial Services, Inc. ("Covered Entity"), and "Business Associate" whose legal name and information are further described in the signature block below (collectively, the "Parties"), in order to comply with the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA") in connection with The Producer Agreement between the Parties (the "Agreement"). This BA Agreement shall have an "Effective Date" as of the date signed by an authorized representative of the Covered Entity.

1. **Definitions.** "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. "Security Rule" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §160.103, limited to the information created or received by Business Associate on behalf of or from Covered Entity. Protected Health Information will include Protected Health Information in electronic form unless specifically stated otherwise.
2. **Obligations and Activities of Business Associate.** Business Associate agrees as follows:
 - (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
 - (b) Business Associate agrees to use appropriate safeguards and comply with the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement and the Agreement.
 - (c) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
 - (d) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information or any Security Incident that Business Associate becomes aware of without any unreasonable delay, and in any event no later than five business days after discovery; provided, however, that the Parties acknowledge and agree that this Section 2(d) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.
 - (e) Business Associate agrees to ensure that any Subcontractor, to whom it provides Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
 - (f) Business Associate agrees to provide access, at the request of Covered Entity in a reasonable time and manner, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 CFR 164.524.
 - (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity in a reasonable time and manner. In the event any Individual delivers directly to Business Associate a request for an amendment to Protected Health Information, Business Associate shall promptly forward such request to the Covered Entity.
 - (h) Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary in a time and designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.
 - (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate shall provide to Covered Entity information pertaining to disclosures of Protected Health Information by Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event that Business Associate receives a direct request from an Individual for an accounting of disclosures of Protected Health Information made by Business Associate, Business Associate agrees to promptly forward such

request to Covered Entity.

- (j) Business Associates shall mitigate, to the extent practicable, any adverse effects from any improper use and/or disclosure of Protected Health Information by Business Associate that is known to Business Associates.
3. General Use and Disclosure Provisions. Except as otherwise limited in this BA Agreement, the Parties agree that Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity as specified in the Agreement; provided, however, that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
4. Specific Use and Disclosure Provisions. The Parties agree as follows:
- (a) Except as otherwise limited in this BA Agreement, the Business Associate may use 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) Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate; provided, however, that if disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person and the person shall notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (c) Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - (d) Business Associate may de-identify any and all Protected Health Information in accordance with 45 CFR. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not Protected Health Information and that Business Associates may use such de-identified information for any lawful purpose.
5. Obligations and Activities of Covered Entity. Covered Entity agrees as follows:
- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
 - (d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
6. Term and Termination. The Parties agree as follows:
- (a) Term. The term of this BA Agreement shall be effective as of the Effective Date and shall terminate when the Agreement terminates and all of the Protected Health Information provided by Covered Entity to 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 infeasible to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
 - (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide a reasonable opportunity for Business Associate to cure the breach or, if the cure is neither feasible nor achieved, report the violation to the Secretary.
 - (c) Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or the Producers of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Notwithstanding the foregoing, if Business Associate determines that returning or destroying 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.
7. Miscellaneous. The Parties agree as follows:
- (a) Regulatory References. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as in

effect or as amended.

- (b) **Amendment.** This BA Agreement may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this Agreement from time to time if necessary for Participant and/or Business Associates to comply with the requirements of HIPAA, the Privacy Rule, and the Security Rule, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date, including without limitation HIPAA, the Privacy Rule, and the Security Rule, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this BA Agreement in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this BA Agreement, the Parties agree to negotiate in good faith to amend this BA Agreement so as to comply with such law or regulation and to preserve the viability of this BA Agreement. If, after negotiating in good faith, the Parties are unable to reach an agreement as to any necessary amendments, either Party may terminate this BA Agreement without penalty.
- (c) **Survival.** The respective rights and obligations of the Business Associate under Section 6(c) of this Agreement shall survive the termination of this BA Agreement.
- (d) **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- (e) **Agreement.** This BA Agreement is hereby incorporated into the Agreement as an addendum to the Agreement. In the event of any inconsistency between the provisions of this BA Agreement and the Agreement, the provisions of this BA Agreement will prevail, unless the applicable terms of the Agreement would be more protective of Protected Health Information.
- (f) **Third-Party Beneficiaries.** Business Associate and Covered Entity agree that Individuals whose Protected Health Information is used or disclosed to Business Associates or its Subcontractors under this BA Agreement are not third-party beneficiaries of this BA Agreement or the Agreement.
- (g) **Correspondence.** The Parties will send any reports or notices required under this BA Agreement to the addresses set forth in the notice provision of the Agreement.

Covered Entity: **OCI Insurance and Financial Services, Inc.**

Signature: _____
Name: _____
Title: _____
Effective Date: _____

Business Associate Name: _____

Legal Address: _____

City, State, Zip _____

Signature: _____
Name: _____
Title: _____
Date: _____

“Legacy Program”

Addendum to Contract

THIS AGREEMENT HEREBY MODIFIES AND AMENDS the contract entered into between the PRODUCER and OCI.

The modifications are as follows:

In the event of the **death** of the PRODUCER, the CONTRACT will be immediately terminated. In that event, the Producer’s estate may elect to sell, and OCI may elect to purchase, insurance contracts placed by the PRODUCER as payment in full, OCI will pay to the Producer’s estate forty percent (40%) of all commissions earned by OCI in connection with such insurance contracts, within forty-five days after each such commission is earned by OCI each and every month for a period of three (3) years.

In the event that the PRODUCER becomes **disabled**, OCI will pay to the PRODUCER forty percent (40%) of all commissions earned by OCI in connection with all insurance contracts placed by the PRODUCER within forty-five (45) days after commission is earned by OCI.

In the event that the PRODUCER wishes to **retire**, the PRODUCER may elect to maintain license(s) in accordance with Section 2 of the Producer Agreement and refer any active business to OCI on a Split Case basis. Future commission payments shall be split by an amount that is mutually agreed upon by both the PRODUCER and OCI.

These modifications are mutually agreed to by the contracting parties and are supported by legal consideration. The remaining terms of the contract are unchanged by this agreement.

Date:

Printed Name:

PRODUCER

OCI

Signed:

PRODUCER

OCI

Signed:

WITNESS

OCI Insurance & Financial Services, Inc
4221 N203rd St Suite 200
Elkhorn, NE 68022
Phone: 402-330-8700
Fax: 402-330-8706



Direct Deposit Authorization Form

Broker Information

Comp any Name/First Name	M.I.	Last Name	FIN/SSN
Street Address	City	State	Zipcode
Email Address - Required*	Telephone#	Fax#	

*Must have internet access to participate in EFT

Bank Information

Bank Name/Financial Institution	Branch Location		
Bank Address	City	State	Zipcode
Bank Routing Number	(The 9 Digit bank routing number may be located at the bottom left corner of your check or verify with the bank)		
Depositor Account Number:	<input type="checkbox"/> Checking (Attach a voided check) <input type="checkbox"/> Savings		

I hereby authorize and request OCI Insurance and Financial Services, Inc. (OCI) to deposit my commission check via electronic fund transfer (EFT) and my financial institution to credit this amount to my account. I understand if funds to which I am not entitled are deposited into my account, I authorize OCI to direct the bank to return said funds. This authority is to remain in effect until revoked by me in writing and until OCI receives such notice of termination. OCI will make the necessary changes within 10 business days of receipt of such termination. I will not hold OCI responsible for the delay, loss, or misapplication of funds due to incorrect or incomplete information supplied by me or my depository, or failure of my depository to correctly credit/debit my account. I understand that an unforeseen delay in processing by an outside entity (financial institution) due to computer downtime, power outages, or other unavoidable occurrences might affect the date of credit/debit to funds in my account. OCI will not be responsible for any overdraft conditions or penalties incurred as a result of the deposit payment not being applied properly.

Signature of Depositor as shown on bank records	Date
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PLEASE NOTE: It can take up to 6 weeks to implement an automatic deposit. If you transfer to a new bank or if you change accounts, your automatic deposit may be interrupted. Please contact us immediately to update changes to your account information.

Forward completed form to:
OCI Insurance and Financial Services, Inc.
ATTN: Commissions
4221 N203rd St Suite 200
Elkhorn, NE 68022



HIPAA Agreement

HIPAA Notification

This notification is being sent by OCI Insurance and Financial Services INC. in order to comply with HIPAA regulations. This will allow us to continue to send you personal information we receive from or about your clients.

Please accept the terms of this agreement at the bottom of the page.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), entered into and effective this day in February, 2010, is by and between you, the broker, (“Business Associate”) and OCI Insurance and Financial Services INC. (“OCI”); and shall be collectively known herein as the “Parties”.

WHEREAS, OCI wishes to commence a business relationship with “Business Associate” as defined in

the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“the HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the nature of the prospective contractual relationship between OCI and Business Associate may involve the exchange of Protected Health Information (“PHI”) as defined under HIPAA;

and

For good and lawful consideration OCI and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, and the HITECH Act.

In consideration of the premises and promises contained herein, it is mutually agreed by and between

OCI and its Business Associates as follows:

I. DEFINITIONS

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information.

C. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

D. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and B, as amended by the HITECH Act and as may otherwise be amended from time to time.

E. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of OCI.

F. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

G. Secretary. "Secretary" shall mean the "Secretary of the U. S. Department of Health and Human Services" or his designee.

H. Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the 13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

A. Except as otherwise limited in this Agreement, Business Associates may use or disclose PHI to perform functions, activities, or services for, or on behalf of OCI, provided that each use or disclosure would not violate the Privacy Rule.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR 164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as OCI.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

B. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of OCI.

C. Business Associate shall immediately notify OCI of any use or disclosure of PHI in violation of this Agreement.

D. Business Associates shall orally notify OCI of a Breach of Unsecured PHI within 24 hours of Business Associate's (or Business Associate's employee, officer, or agent) discovery of such Breach, followed by a report in writing, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Business Associate's written notification to OCI here under shall:

1. Be made to OCI within 48 hours of the initial oral report,
2. Include the individual whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach, and
3. Be in substantially the same form as EXHIBIT A hereto.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate to the extent practicable any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, received from, or created or received by Business Associate on behalf of OCI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to PHI in a Designated Record Set at reasonable times, at the request of OCI or, as directed by OCI to an Individual in order to meet the requirements under 45 CFR 164.524.

H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that OCI directs or agrees to pursuant to 45 CFR 164.526 at the request of OCI or an Individual.

I. Business Associate shall, upon request with reasonable notice, provide OCI access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for OCI to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Should an Individual make a request to OCI for an accounting of disclosures of his or her PHI pursuant to 45 CFR 164.528, Business Associate agrees to promptly provide OCI with information in a format and manner sufficient to respond to the individual's request.

K. Business Associate shall upon request with reasonable notice, provide OCI with an accounting of uses and disclosures of PHI provided to it by OCI.

L. Business Associate shall make its internal practices, books, records, and any other material request by the Secretary relating to the use, disclosure, and safeguarding of PHI received from OCI available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to OCI that seeks documents or other information held by Business Associate.

M. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first above written and shall terminate when all of the PHI provided by OCI to Business Associate, or created or received by Business Associate on behalf of OCI, is destroyed or returned to OCI, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon OCI's knowledge of a material breach by Business Associate, OCI shall:

1. Provide an opportunity 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 the time specified by OCI, terminate this Agreement;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from OCI, or created or received by Business Associate on behalf of OCI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to OCI written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
3. Should Business Associate make a disclosure of PHI in violation of this Agreement, OCI shall have the right to immediately terminate any contract other than this Agreement, then in force between the Parties.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by OCI in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to OCI, and to the business of OCI, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Section II or III above, OCI shall be entitled to restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, OCI is entitled to reimbursement and indemnification from Business Associate for OCI's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associates breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy OCI may have for breach of any

part of this Agreement.

VII. MODIFICATION

This Agreement may only be modified through a written document signed by the Parties and, thus, no

oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for OCI to comply with the requirements of the Privacy Rule and HIPAA.

VIII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES

Should there be any conflict between the language of this contract and any other contract entered into

between the Parties (either previous or subsequent to the date of this Agreement), the language and

provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from OCI, it becomes a holder of health records information and is subject to the provisions of Arizona law. If the HIPAA Privacy or Security Rules and the laws of Nebraska conflict regarding the degree of protection provided for PHI,

Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit OCI to comply with the Privacy Rule.

B. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notice to OCI. Any notice required under this Agreement to be given to OCI shall be made in writing to:

4221 N 203rd Street
Suite 200 Elkhorn, NE 68022
Attention: Privacy Officer
402-330-8700

D. Notice to Business Associate. Any notice required under this Agreement to Business Associate shall be made in writing to Business Associate's address on file with OCI at the time said Notice is required.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

Printed Name: _____

Signed: _____

Date: _____