

NATIONAL HEALTH INSURANCE COMPANY
AGENT AGREEMENT

THIS AGREEMENT is made and entered into as of _____ ("Effective Date") by and between NATIONAL HEALTH INSURANCE COMPANY, and its Associated Organizations, with main offices located at 4455 LBJ Freeway, Suite 375, Dallas, TX 75244, hereinafter called "Company" and

(Agent) _____ primarily located in

(city/state) _____ hereinafter called "Agent."

Company and Agent may hereafter be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Company is a licensed life, accident and health insurer; and

WHEREAS, Agent is licensed by the State Departments of Insurance in the states where Agent conducts business as a life (if applicable) and accident and health insurance agent, engaged in the business of selling, marketing and servicing insurance policies; and

WHEREAS, Company desires to engage the services of Agent in the distribution of the Products by providing sales and marketing services as more fully set forth in this Agreement; and

WHEREAS, Company has or will soon hereafter appoint Agent; and

WHEREAS, Agent desires to accept the engagement and the appointment by Company to provide such services in connection with the Products.

NOW THEREFORE, for and in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

I. DEFINITIONS

"Associated Organizations" means Integon National Insurance Company and Integon Indemnity Corporation.

"Compensation" means any and all amounts paid to Agent by Company (or Program Manager, where applicable) in accordance with this Agreement, including but not limited to marketing fees and commission payments.

"Policyholder" means: a) for Group Business, any employer, association union or other lawfully recognized group that has entered into a master policy agreement for the benefit of its employees or members or participants ("Enrollees"); or b) for Individual Business, the certificate holder with "Enrollees" denoting covered family members.

"Master Policy" means the agreement between a Policyholder and the Company pursuant to which the Policyholder offers insurance benefits to Enrollees.

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"Products" (capital "P") means the various accident, life, medical, dental benefit plans, Programs or other benefit plans or services that are, or may be, offered by the Company to Policyholders pursuant to which Policyholders will provide insurance benefits to its Enrollees. The term "products" (lower case "p") refers to good or services not offered by the Company.

"Program" means the combination of insurance and non-insurance products, good and/or services offered by Company and/or Agent to Policyholders for the benefit of Enrollees. A Program may include Company's Products and/or other products not offered by the Company.

II. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Agent

Agent hereby represents and warrants to Company:

1. There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Agent's right or ability to enter into this Agreement or to fulfill Agent's obligations hereunder.
2. Agent will comply with all applicable statutory and regulatory requirements pertaining to the business of insurance and the sale thereof, including but without limitation, maintaining, at all times during which this Agreement is in effect, all licenses, certificates and permits required by any state in which Agent performs services for, or on behalf of Company, as well as all other applicable State and Federal statutory and regulatory requirements, including but not limited to HIPAA (defined below). Agent shall immediately notify Company of any loss or suspension of any Agent license related to the sale of insurance. Agent shall immediately on learning thereof, notify Company of any criminal, civil or administrative action involving Agent. Agent acknowledges that it is Agent's responsibility to know and comply with the current and future laws or regulations of the states (resident or non-resident) in which Agent operates.
3. Agent shall conduct all sales activities and telemarketing campaigns in accordance with applicable laws and regulations. Without limiting the foregoing in any way, Agent further represents and warrants that it shall, in all respects and at all times, maintain strict compliance with the requirements of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), the Telemarketing and Consumer Fraud and Abuse Prevention Act (TCFAPA), the Telephone Consumer Protection Act of 1991 (TCPA) and the Federal Trade Commission's Telemarketing Sales Rule (TSR), all as may be amended in the future, and specifically (by way of example and not limitation) those provisions pertaining to obtaining express consent from consumers to call their mobile phone numbers and to call them utilizing an automatic telephone dialing system. Agent further agrees to provide proofs of customers' express consents as may be required by Company in its sole discretion and to allow Company to audit Agent's policies, procedures and actual practices (including, without limitation, on site observation of Agent's operations) in order to verify compliance with this provision and applicable law. Failure to cooperate with Company requests under this section, or if a review or audit should determine less than 100% compliance with CAN-SPAM, the TCFAPA, TCPA, TSR or other applicable law, may

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result, in Company's sole discretion, in immediate termination of this Agreement without any further liability or obligation on the part of Company whatsoever. In the event a consumer who is contacted by Agent on behalf of Company indicates that he or she does not wish to receive any further telemarketing calls from or on behalf of Company, Agent shall take such necessary steps to ensure that said consumer is not contacted again by Agent on behalf Company and Agent shall communicate said consumer's desire in a manner mutually determined by the parties within 48 hours of the consumer's request.

4. Agent has never suffered any loss, suspension or termination of any license issued by a federal, state or local government authority in connection with the sale of any type of insurance; and Agent has never suffered suspension or termination of the right to represent an insurance company for cause other than normal expiration of an agreement. In the event Agent has suffered any loss, suspension or termination as noted herein, Agent shall disclose any such incidents to Company, and Company shall in its sole discretion approve or deny Agency's request for appointment or re-appointment. Otherwise, Agent shall notify Company immediately if Agent suffers termination, suspension or expiration of its license to engage in the sale and/or servicing of health insurance policies within any state where it is currently conducting business and/or any other information which may affect Agent's compliance with this Agreement.

B. Representations and Warranties of Company

Company hereby represents and warrants to Agent:

1. There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Company's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
2. Company is in compliance with and will continue to comply with all applicable statutory and regulatory requirements related to its business, including but without limitation, licenses, certificates and permits required by those states where it is authorized to provide insurance.

III. DUTIES OF THE AGENT

- A. Agent shall comply with the approved protocols of Company regarding the appropriate use of Company materials while selling Company Products. Agent shall conduct business in accordance with the insurance laws, regulations and other authoritative guidance of each state and Company's rules and requirements now in effect and as they may be revised from time to time.
- B. As applicable per the approved protocols of Company, Agent shall ensure that enrollment applications are completed accurately, deliver policies promptly on receipt and make every reasonable effort to maintain in force all policies of Company and shall render all reasonable assistance in connection therewith. Agent shall promptly make available to Company any and all information which comes into Agent's possession concerning the underwriting of a risk.

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- C. Agent shall not incur any liability or expense for Company unless expressly authorized to do so.
- D. All products included in a Program which are provided by Agent to a Policyholder but are not Company Products shall be the sole responsibility of Agent. Agent hereby agrees to indemnify and hold harmless Company, its administrative agents, Policyholders, their affiliated companies and agents and their respective officers, directors and employees from any and all claims, suits, demands, liabilities, costs, damages and expenses of any kind or nature, including reasonable attorneys' fees, that are determined in a final adjudication as arising out of or related in any way to products which are not Company Products. This provision shall survive the termination of this Agreement.
- E. Agent shall participate in Product training conducted directly with Company or Program Manager (where applicable and authorized by the Company). Agent agrees to remain fully familiar with the Products and the approved protocols of Company.
- F. Agent shall, comply with all of the Company's rules and/or regulations and/or requirements in existence as of the Effective Date and as may be modified by the Company from time to time.
- G. Agent agrees to produce new sales on a regular basis for Company. Company shall have the sole right to determine the volume, measure and time period of production needed to maintain this Agreement or authorization to sell a specific Product. If Compensation payments to Agent fall below \$650 in any consecutive 12 month period, then Company shall have the right to discontinue paying Compensation otherwise owed to Agent and/or terminate this Agreement effective immediately upon notice to Agent by Company.
- H. Agent acknowledges and agrees that Agent has no authority to offer a Master Policy to any Plan Sponsor on behalf of Company.
- I. Agent acknowledges and agrees that Agent has no authority to sign any contract, nor make any binding obligation, on behalf of Company.
- J. Agent acknowledges and agrees that Agent shall not directly or indirectly solicit, market or sell Company's Products in any state in which Company is not licensed to sell and/or market insurance. Company will provide a list of any such states, and any updates to such list, to Agent upon request.
- K. Monies received on behalf of Company by Agent for premiums (or premium equivalent if applicable), by reason of this Agreement, shall belong solely and exclusively to Company and shall be collected only with prior approval of Company and subject to the procedures of each relating thereto. If Company authorizes Agent to collect and hold premiums, such monies shall be received and held by Agent in a fiduciary capacity which shall be deemed in trust for Company, and shall be paid over in full to Company as and when directed.
- L. Agent shall be responsible to and shall indemnify Company for the acts and/or omissions of Agent or individuals assisting Agent.
- M. Any and all marketing materials, including solicitation letters, brochures, magazines or news articles concerning the Products prepared by Agent shall be approved in writing by

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Company before such materials are distributed. Unless agreed to by the Parties, the costs of preparation and distribution of such materials shall be borne by the Party preparing them.

- N. All printed materials, applications, sales literature and other written or electronic material which Company may furnish Agent shall remain the property of Company, subject at all times to its control, and Agent shall return or destroy all such materials to Company immediately upon the termination of this Agreement or upon Company's request. Agent shall at all times adhere to Company's procedures with respect to the use of sales materials.
- O. Agent shall not make any representations with respect to the Products except as may be contained in the materials approved and furnished by Company. Agent shall make no oral or written alteration, modification or waiver of any of the terms or conditions applicable to the Products.
- P. Company and Policyholders shall not be liable in any manner for any Compensation, expenses, costs or damages resulting from their failure or refusal to accept a potential Policyholder solicited by Agent irrespective of the reason or cause for such failure or refusal.
- Q. Agent shall immediately and promptly notify Company of any change in the mailing address, phone number, or other pertinent contact information for Agent.
- R. Agent shall promptly report any and all complaints or inquiries from regulatory agencies directly to Company and shall fully cooperate and support the investigations and response to said complaints or inquiries. Further, Agent agrees to collect and report all formal customer complaints (complaints that are in writing and/or appeals), irrespective of if such complaints require action by Company. Agent shall provide data noting the complainant, date received, date closed, narrative on the issue, final disposition of the complaint and root cause/summary of the complaint. Such data shall be provided to Company upon request. Agent shall also cooperate with Company regarding its investigation of any complaint received with regard to Agent.
- S. Agent shall maintain errors and omissions insurance with a carrier rated A- or better by AM Best during the term of this Agreement in an amount reasonably required by Company, but in no event less than one million (\$1,000,000) dollars per occurrence and two million dollars (\$2,000,000) in the aggregate. Agent shall notify Company within one business day of any reduction, modification, cancellation or termination of such coverage.
- T. Upon request by Company, Agent shall be responsible for reimbursing Company for all applicable state appointment fees paid by Company with respect to Agent, and all processing fees charged in connection with such appointments.

IV. COMPENSATION

- A. While this Agreement is in force, Agent will be paid based on the amount of premium (or where applicable, premium equivalent) received by Company on Products issued from

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applications for such submitted by Agent for Products Agent is authorized to sell.
Compensation will be payable only on Products maintained in-force.

- B. Unless subject to Section IV.C below, Agent shall be paid directly by the Agency or Program Manager, as determined by their agreed process. Agent acknowledges and agrees that Company, its administrative agent and Policyholders shall have no liability whatsoever to Agent with respect to Compensation paid or payable to Agent by Agency or Program Manager.
- C. In the event Compensation is paid directly to Agent by Company:
1. Company will pay Agent in accordance with the applicable Compensation and Product Schedules as full Compensation for services and expenses, which shall be incorporated in the Agreement. Such Compensation is deemed to be Agent's "Base Compensation." Company reserves the right to revise the Compensation and Product Schedules as Company deems appropriate.
 2. Compensation payable under this Agreement, or any other agreement with Company shall be offset to repay any indebtedness or claims now due, or which may become due at any time, from Agent to Company. Company shall have a first lien on all Compensation as security for payment of any and all such debts or claims, whether arising hereunder or otherwise, and Company shall have the right, without any requirement that Company first obtain Agent's consent or give Agent notice, to deduct any monies so due from such Compensation. This lien shall not be extinguished by termination of this Agreement and shall be binding on Agent and Agent's executors, administrators, or assigns. All monies and indebtedness due Company shall be payable immediately upon demand, together with the legal rate of interest and any administrative costs of collection including attorney's fees and expenses.
 3. Upon receipt of Compensation, Agent, if not satisfied as to its correctness, must notify Company in writing of any discrepancy within one hundred eighty (180) days from the date Compensation is received or Agent shall be deemed to have admitted its accuracy and correctness.

V. GENERAL PROVISIONS

A. Term and Termination

1. Term. The term of this Agreement shall be for one (1) year, commencing on the date first set forth above. Unless sooner terminated in accordance with the provisions set forth below, this Agreement shall automatically renew for successive one-year term(s).
2. Termination. This Agreement may be terminated:
 - a) Without cause by either party at any time for any reason by delivering written notice to the other party at least thirty (30) days prior to the effective date of such termination. After the effective date of termination, Agent shall be precluded from marketing new or renewal business on behalf of Company and shall return to Company any and all documents furnished to Agent by Company.

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- b) For cause by Company effective immediately with written notice, with termination effective on the date of mailing, for the following causes:
 - (1) upon the discovery of any fraudulent or material misrepresentation of Agent or any of Agent's staff; or
 - (2) upon the termination, revocation, suspension and/or limitation of any required insurance related license, permit or approval in any state in which it is marketing and/or selling and/or servicing Company's Products, in which case Agent's ability to provide services under this Agreement in that particular state is terminated until such license, permit or approval is once again in effect; or
 - (3) upon accounting irregularities as adjudged solely by Company; or
 - (4) if Agent becomes subject to a regulatory investigation of any nature, unless Company is satisfied with the outcome of such investigation; or
 - (5) upon the commitment of any gross negligence or reckless misconduct by Agent in connection with this Agreement as determined solely by Company; or
 - (6) upon a change of ownership and control of Agent or a merger of Agent with any other entity, unless Company consents in writing to such change or merger; or
 - (7) Agent induces or attempts to induce a Policyholder or Enrollee to give up coverage or replace a Master Policy with one issued by another company, unless such change is clearly in the best interest of the Policyholder or Enrollee, as determined solely by Company; or
 - (8) Agent refuses to sign a HIPAA Business Associate Agreement.
 - c) By either Party on thirty (30) days written notice upon the failure of either Party to comply with any material term, condition or obligation of this Agreement and the failure of such Party to undertake substantial efforts to remedy the default within fifteen (15) days after the non-defaulting Party shall have given written notice thereof to the non-performing Party, or such other longer period of time as in the opinion of the non-defaulting Party shall be reasonable under the circumstances;
- 3. Termination of this Agreement shall in no way affect the terms and conditions of any Master Policy or other agreement with a Policyholder issued by Company or by the Agent on Company's behalf during the term of this Agreement.
 - 4. Neither Party shall incur any liability to the other by reason of the expiration or termination of this Agreement or its non-renewal, provided, however, that the termination of this Agreement for any reason shall not terminate any rights, obligations or liabilities which either Party may accrue prior to such termination which, under the terms of this Agreement, continue after such termination,
 - 5. At Company's request, after termination, Agent agrees to continue to provide reasonable account support services to Company until such time as Company, or its

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designee, assumes the account support services responsibilities. Agent further agrees that it shall reasonably cooperate with Company to ensure an orderly transition of marketing and account support services to Company or its designee.

6. In the event this Agreement is terminated by Company pursuant to the aforementioned Section 2b, Company reserves the right to discontinue paying any Compensation or other amounts due pursuant to this Agreement.

B. Indemnification

Agent shall indemnify, defend and hold Company, its administrative agent and their directors, officers, employees, agents and affiliated companies harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services negligently rendered or omitted hereunder by Agent, individuals assisting Agent, or individuals acting on behalf of Agent; (ii) any unauthorized warranties made by Agent, individuals assisting Agent, or individuals acting on behalf of Agent with respect to the Products, whether express or implied; (iii) any breach of the agreements, obligations, representations and warranties hereunder by Agent, individuals assisting Agent, or individuals acting on behalf of Agent; and (iv) any violation of federal, state or local laws or regulations or other requirements by Agent, individuals assisting Agent, or individuals acting on behalf of Agent.

This Section shall survive termination of the Agreement.

C. Intellectual Property

1. In no event shall either Party use the name, symbol, trademark, service mark, logo and other proprietary designation of the other in any way without the prior written consent of the other Party.
2. Each Party agrees to submit to the other, for its prior written approval, all materials in connection with the subject matter of this Agreement which name or refer to the other, its products or use its logo, symbol, trademarks, service marks or other proprietary designations.
3. Upon termination of this Agreement, Company and Agent shall cease to use one another's name, symbol, trademarks, service marks and/or any other proprietary designation in any of their activities in connection with this Agreement and each shall promptly return to the other all internal documents, materials and items furnished in connection with this Agreement, with the exception of records which must be maintained pursuant to law or regulation.

D. Confidentiality: Proprietary Information

1. In performing its obligations pursuant to this Agreement, each Party may have access and receive certain non-public information about the other and its affiliates including, not limited to, product marketing philosophy, telemarketing design and service, product advantages and disadvantages, financial, demographic and actuarial information, eligibility guidelines, internal policies concerning enrollment, billing and other

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information and/or proprietary materials which are considered confidential or proprietary to the disclosing Party. This section is not intended to grant the parties rights to confidential information, but to circumscribe the use that the parties may make of any information to which they have access. Agent may have access to or receive confidential information about members, participants, Policyholders and/or Enrollees. All such information of members, participants, Policyholders and/or Enrollees shall also be considered to be confidential by Agent or individuals assisting Agent and governed by applicable state and federal statutory and regulatory rules, guidelines and requirements governing the collection, use, disclosure, access, security and maintenance of consumer health and financial information, as provided under the Gramm-Leach-Bliley Act of 1999, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Privacy Rules (45 CFR, Parts 160-164), and the applicable federal and state laws implementing the Acts.

2. Each Party hereto agrees to and shall maintain the confidentiality of all such confidential and/or proprietary information and shall not disclose the same to any third party, except as may be required by law or court order, and shall not use such confidential and/or proprietary information for any reason other than the fulfillment of its obligation hereunder, for the term of the Agreement and thereafter. Each Party further agrees to comply with the terms and conditions set forth in the Business Associate Addendum attached hereto as Exhibit A.
3. Each Party shall retain all ownership rights to its confidential and/or proprietary information.
4. Each Party recognizes that any breach or violation of this section may result in irreparable harm to the non-breaching party; each Party agrees that, in addition to any and all other remedies available, the non-breaching party shall be entitled to an injunction restraining the breaching party and any related person(s) from violating this section.

E. Notices

1. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent via overnight courier or certified mail, return receipt requested:
 - a) To Company: National Health Insurance Company, Attn.: Agent Licensing, 1515 N. Rivercenter Dr., Suite 135, Milwaukee, WI 53212. Copy to: Vice President and Corporate Counsel, Legal Department.
 - b) To Agent at the address shown on the signature page.
2. Notice shall be effective in the case of overnight courier, the day delivered, with confirmed receipt notification; or certified mail, three (3) days after letter is deposited, postage prepaid, in a United States post office depository.

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F. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the law the State of Texas. All disputes arising hereunder shall be venued in Dallas County, Texas. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.

G. Assignment

Company may delegate some of its responsibilities hereunder to its administrative agents. Company reserves the right to assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests under this Agreement to a different administrative agent. Company may also freely assign this Agreement to a related affiliate or lawful successor. Other than the foregoing exceptions, neither Party may assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests arising under this Agreement without the prior written consent of the other Party which consent shall not be unreasonably withheld.

H. Waiver and Remedies

No failure to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies provided by law.

I. Relationship as Independent Contractors

It is understood and agreed that the Parties shall have no authority to make a representation, warranty or binding commitment on behalf of the other Party, except expressly provided in this Agreement. Company and Agent are independent contractors contracting with each other for the purpose of effecting the provisions of the Agreement. Neither the relationship of the Parties nor their performance of any obligations under this Agreement shall render the Parties partners or joint venturers. Agent is solely responsible for its own debts and obligations, including taxes, and shall not, under any circumstances, hold itself out to be an employee of Company. Agent and Agent's staff (as applicable) shall not, in any claim against Company, or in any determination of eligibility for statutory benefits, assert that Agent or Agent's staffs are employees of Company. Agent acknowledges that he or she has the responsibility for paying self-employment tax and that Company does not treat Agent as an employee for Federal tax purposes.

J. Reports and Audits

Agent shall maintain complete and confidential Records of all business obtained on Company's behalf. Such Records shall not be distributed to other insurance carriers or their agents, and shall only be used in the course of transacting the business of insurance for Company. "Records" shall include but not be limited to: all documentation relating to financial arrangements, Compensation, point-of-sale, marketing materials, Agent contracts, insured information, sales and/or verification call recordings, and any other information

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relating to the transaction of Agent's business with Company. Agent shall maintain all Records for seven (7) years or, if longer, such period required by applicable law. Additionally, upon providing advance written notice to Agent, Company may audit these materials or may designate an independent consultant to review such Records. All Records used by Agent in the transaction of business under this Agreement shall be delivered to Company upon demand. This provision shall survive the termination of this Agreement.

Each Party shall make available to the other Party upon request, and permit such Party to copy, at its own expense, all relevant files and business records in connection with this Agreement, the Products, and activities undertaken pursuant to this Agreement.

K. Headings

The headings of sections contained in this Agreement are for reference purposes only shall not affect in any way the meaning or interpretation of this Agreement.

L. Entire Agreement, Modification, Waiver, Approval

This Agreement, and any and all schedules, exhibits or addendums annexed hereto, constitute the entire agreement and understanding between and among the Parties and supersedes all prior agreement and understandings relating to the subject matter of this Agreement.

No modification of this Agreement will bind Company unless it is made in writing and executed by an officer of Company. Company shall have the sole right to amend this Agreement and any attachments, exhibits or schedules. All amendments to this Agreement, except amendments to Compensation amounts, shall be in writing and shall become effective thirty (30) days after providing written notice of the amendment to Agent. Amendments to Compensation amounts shall become effective immediately upon notification to Agent by Company.

Notwithstanding the foregoing, if during the term of this Agreement, Company determines that it is advisable to change the services, Compensation, or terms of this Agreement provided hereunder: (i) as a result of newly enacted or changes to applicable laws, regulations, or taxes, or agency rulings or demands; (ii) as a result of changes in interpretations or understandings of applicable laws, regulations, or taxes; (iii) as a result of industry developments or changes in industry standards or practices, or (iv) to conform to Company's business needs or objectives in response to changes set forth in sections (i) through (iii) above, Company shall provide to Agent fifteen (15) days written notice of such changes. It is further agreed that the provisions of this Agreement may be modified or changed immediately upon notice, if they conflict with any federal or state law or ruling of any federal or state agency having jurisdiction over a party. Company specifically reserves the right to modify Compensation on existing and future business, both first year and renewal, in accordance with this Section.

In the event any verbal or written agreements now exist or are entered into in the future between Agent and Program Manager, such agreements shall not be the responsibility of Company unless expressly approved by Company in writing.

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M. Dispute Resolution; Equitable Relief

Each Party agrees that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a party from seeking immediate relief in the event of, disputes involving the confidentiality or data protection provisions of this Agreement or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law Section of this Agreement).

N. Severability

In the event that one or more of the provisions herein shall invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COMPANY:

National Health Insurance Company
4455 LBJ Freeway
Suite 375
Dallas, TX 75244



Signature
Charles W Harris
President

AGENT:

[Agent Name]

[Address]

[City, State, Zip]

Andrew David Haase

14c65ca0d062

Signature

[Name]
10/18/2021

Date

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EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (this “**Agreement**”) is entered into as of the Effective Date, by and between National Health Insurance Company, a Texas corporation, with offices located at 4455 LBJ Freeway, Suite 375, Dallas, TX 75244 (the “Covered Entity”) its parent company, affiliates, related entities, and subsidiaries, and Agent (the “**Business Associate**”). Covered Entity and Business Associate are at times referred to herein individually as “**Party**” and collectively as “**Parties**.”

WHEREAS, Covered Entity and Business Associate have an existing relationship under which Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below), in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity, which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below), including the amendments to such rules contained in the HITECH Act (defined below).

WHEREAS, Business Associate will create, store, access, receive, maintain, and/or transmit certain Protected Health Information, on behalf of Covered Entity, that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to the terms in the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the “**HITECH Act**”), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations (“**C.F.R.**”) at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively, “**HIPAA**”). In addition, the following terms shall have the following meanings:

1.1 “**Breach**” means the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.

1.2 “**Business Associate**” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as “Business Associate” above and its affiliates.

1.3 “**Covered Entity**” shall generally have the same meaning as the term “covered entity” as 45 CFR 160.103, and in reference to the party to this agreement shall mean National Health Insurance Company.

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1.4 **“Electronic Health Record”** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.5 **“Electronic Protected Health Information”** shall mean individually identifiable health information that is transmitted or maintained by electronic media as described in HIPAA.

1.6 **“HHS”** shall mean the U.S. Department of Health and Human Services.

1.7 **“Individual”** shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term “individual” is defined in HIPAA, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).

1.8 **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164.

1.9 **“Protected Health Information”** shall have the same meaning as the term “protected health information” as described in HIPAA, limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.

1.10 **“Required By Law”** shall have the same meaning as the term “required by law” in HIPAA.

1.11 **“Secretary”** shall mean the Secretary of HHS or his or her designee.

1.12 **“Security Incident”** shall have the same meaning as the term “Security incident” as defined in 45 C.F.R. 164.304.

1.13 **“Security Rule”** shall mean the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160, 162 and 164.

1.14 **“Unsecured Protected Health Information”** has the same meaning as the term “Unsecured protected health information” as defined in Section 13402 of the HITECH Act and 45 C.F.R. 164.402.

2. **Permitted Uses and Disclosures by Business Associate.**

2.1 **General Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity (the **“Services”**), if such use or disclosure by Business Associate complies with the Privacy Rule’s minimum necessary policies and procedures required of Covered Entity (and/or Business Associate), and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity (and/or Business Associate).

2.2 **Limits On Uses And Disclosures.** Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information that it creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity for any

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purpose other than as expressly permitted or required (i) to perform the Services, (ii) by this Agreement or (iii) as Required by Law.

2.3 Disclosure For Management, Administration and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:

- i. The disclosure is Required by Law; or
- ii. Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will remain confidential and be used or further disclosed only as Required by Law or for the specific purpose for which it was disclosed to the person, and (ii) they will notify Business Associate within thirty (30) days of the date of any Breach with respect to Unsecured Protected Health Information (or any other Security Incident or Breach with respect to Protected Health Information) received from Business Associate.

2.4 Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide "Data Aggregation Services" (as defined by 45 C.F.R. 164.501) relating to the operations of the Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

3. Prohibited Uses and Disclosures. Business Associate shall not:

- i. Make or cause to be made any marketing communication about a product or service that is prohibited by Section 13406(a) of the HITECH Act;
- ii. Make or cause to be made any written fundraising communication that is prohibited by Section 13406(b) of the HITECH Act;
- iii. Disclose Protected Health Information to a health plan for payment or health care operations (as defined under the Privacy Rule) purposes if Covered Entity has advised Business Associate (or the Individual has notified Business Associate directly) that the Individual, or someone other than the health plan on behalf of the Individual, has (i) requested this special restriction, and (ii) paid out-of-pocket in full for the health care item or service to which the Protected Health Information solely relates, in accordance with Section 13405(a) of the HITECH Act; or
- iv. Directly or indirectly receive remuneration in exchange for Protected Health Information created, stored, accessed, received, maintained, or transmitted in connection with Business Associate's relationship with Covered Entity in accordance with Section 13405(d) of the HITECH Act, except as otherwise permitted by the HITECH Act; provided, however, that this prohibition shall not affect payment by Covered Entity to Business Associate.

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4. **Business Associate Obligations.**

4.1 **Appropriate Safeguards.** Business Associate will establish and maintain reasonable and appropriate administrative, physical and technical safeguards to:

- i. Prevent the use or disclosure of the Protected Health Information, other than as such use or disclosure is permitted by this Agreement or to perform the Services; and
- ii. Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity.

4.2 **Security Rule.** Business Associate shall comply with the applicable policies and procedures and documentation requirements of the Security Rule set forth in 45 C.F.R. 164.308, 45 C.F.R 164.310, 45 C.F.R 164.312 and 45 C.F.R 164.316 as required by Section 13401(a) of the HITECH Act.

4.3 **Reports of Improper Use, Disclosure or Security Incidents.** Business Associate hereby agrees that it shall report to Covered Entity, in a reasonable time and manner, any:

- i. Use or disclosure of Protected Health Information not provided for or allowed by this Agreement; and
- ii. Security Incidents that Business Associate becomes aware of that involve the Electronic Protected Health Information covered under this Agreement.

4.4 **Subcontractors and Agents.** Business Associate will:

- i. Ensure that any agents and subcontractors to whom Business Associate provides Protected Health Information that Business Associate has created, stored, accessed, received, maintained, or transmitted on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate in this Agreement; and
- ii. Notify Covered Entity in writing of any such agents and subcontractors to whom Business Associate discloses or otherwise provides such Protected Health Information.

4.5 **Right of Access to Protected Health Information.** Except as otherwise limited in this Agreement, Business Associate hereby agrees to provide, in a reasonable time and manner, access to Protected Health Information in a Designated Record Set (if applicable and as defined in HIPAA) to Covered Entity or, as directed by Covered Entity, to an Individual or Individual's designee in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill Covered Entity's obligations under the HITECH Act.

4.6 **Amendments to Protected Health Information.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record

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Set, if applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner. If any Individual requests an amendment of Protected Health Information directly from Business Associate (or Business Associate's subcontractors or agents), Business Associate will notify Covered Entity immediately following the request. Any approval or denial of amendment of Protected Health Information maintained by Business Associate (or Business Associate's subcontractors or agents) shall be the responsibility of Covered Entity.

4.7 Access to Books and Records. Except as otherwise limited in this Agreement, Business Associate agrees to make its internal policies, procedures, practices, books and records relating to the use, disclosure and safeguarding of Protected Health Information created, stored, accessed, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or Covered Entity, in a reasonable time and manner, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

4.8 Documentation of Disclosures. 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 C.F.R. 164.528.

4.9 Provide Accounting of Disclosures. Except as otherwise limited in this Agreement, Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section 4.8 of this Agreement, 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 and, if applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to Business Associate (or Business Associate's subcontractors or agents), Business Associate shall forward a copy of the request to Covered Entity immediately. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

4.10 Mitigation Procedures. Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

4.11 Notification of Breach. Except as otherwise provided under the HITECH Act, Business Associate agrees to notify Covered Entity immediately following the date of discovery of a Breach of Unsecured Protected Health Information as follows:

i. A Breach shall be deemed discovered by Business Associate when Business Associate actually knows of the Breach or, by exercising reasonable diligence, would have known of the Breach; and

ii. The notification required by this Section 4.11 shall be made in accordance with Section 14 and shall include, to the extent possible, (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably

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believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, (ii) a brief description of what happened, including the date of the Breach and the date of the Business Associate's discovery of the Breach, if known, (iii) a description of the types of Unsecured Protected Health Information involved in the Breach, (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach, (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches, and (vi) contact procedures for affected Individuals, which shall include a toll-free telephone number, an e-mail address, web site, or postal address

5. Covered Entity Obligations.

5.1 Provide Notice. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice, in a reasonable time and manner, when such copy of the notice or amended notice is required for compliance with the Privacy Rule.

5.2 Obtain Authorization. Covered Entity shall obtain any consent or authorization from Individuals that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the Protected Health Information.

5.3 Provide Changes of Authorization or Permission. Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

5.4 Provide Restrictions. Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of Protected Health Information changing Business Associate's obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

5.5 Permissible Requests by Covered Entity. Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule or this Agreement if done by Covered Entity.

6. **Term.** The term of this Agreement shall commence as of the Effective Date, and shall terminate when 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 in compliance with Section 9 of this Agreement.

7. Termination for Cause.

7.1 By Covered Entity. In accordance with Section 13404 of the HITECH Act, if Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation

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within 30 business days from the date Business Associate receives the written notice from Covered Entity. If Business Associate does not cure the breach or end the violation within the stated cure period, Covered Entity may immediately terminate this Agreement and the underlying services agreement. In addition, Covered Entity may terminate this Agreement immediately without opportunity for cure if Covered Entity and Business Associate agree that cure is not reasonably possible or if Covered Entity deems such immediate termination to be appropriate under the circumstances.

7.2 By Business Associate. In accordance with Section 13404 of the HITECH Act, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation within 30 business days from the date Covered Entity receives the written notice from Business Associate. If Covered Entity does not cure the breach or end the violation within the stated cure period, Business Associate may immediately terminate this Agreement and the underlying services agreement. In addition, Business Associate may terminate this Agreement immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible or if Business Associate deems such immediate termination to be appropriate under the circumstances.

8. Special Termination. In the event that any federal, state or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement and, in such event, Business Associate shall discontinue services for Covered Entity.

9. Effect of Termination.

9.1 Return of Protected Health Information. Except as otherwise limited in this Agreement, and except as provided in Section 9.2 of this Agreement, upon termination of this Agreement for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity or destroy such Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information, except as permitted by Section 9.2 of this Agreement.

9.2 Retention of Protected Health Information. Except as otherwise limited in this Agreement, in the event that Business Associate determines that returning or destroying the Protected Health Information in accordance with Section 9.1 of this Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses

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and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains such Protected Health Information.

10. **Indemnification.**

10.1 **Indemnification by Covered Entity.** Except as otherwise limited in this Agreement, the parties agree that they shall mutually indemnify and hold harmless each other against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred in defending or compromising actions brought against them arising out of or related to their or their employees' acts or omissions in connection with their negligent or fraudulent performance of their applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to indemnifying party.

11. **Survival of Obligations.** Except as otherwise limited in this Agreement, termination of this Agreement shall not relieve either Party from fulfilling any obligation under this Agreement, including but not limited to, Sections 9 and 10 hereof, or any other agreement between the Parties that, at the time of termination, has already accrued to the other Party or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.

12. **Governing Law; Venue.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. The parties hereby agree that if any permitted suit, action or proceeding is brought in connection with this Agreement, venue for such suit, action or proceeding shall be in, and such suit, action or proceeding must be brought in, a federal or state court of competent jurisdiction located in Dallas County, Texas, and each party submits to the jurisdiction of such court for the purpose of any such suit, action or proceeding. Each party irrevocably waives any defense, challenge or objection which it may now or hereafter have to the laying of venue of any permitted suit, action or proceeding arising out of or relating to this Agreement brought in a federal or state court of competent jurisdiction located in Dallas County, Texas, and hereby waives any claim that any such suit, action or proceeding brought in such court has been brought in any inconvenient forum or that such court lacks personal jurisdiction.

13. **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. **Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered in person, by an overnight express delivery service (e.g., Federal Express) or by registered or certified mail (postage prepaid, return receipt requested) to the other party at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

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If to Covered Entity:

National Health Insurance Company
4455 LBJ Freeway
Suite 375
Dallas, TX 75244
Attn: Charles W. Harris

If to Business Associate:

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective upon the earliest of (a) when delivered in hand to the party to which directed, (b) if sent by first-class mail postage prepaid and properly addressed as set forth above, at the time when received by the addressee, and receipt has been confirmed, (c) if sent by overnight express delivery service, the next succeeding day after being sent, provided that receipt has been acknowledged by such service, or (d) with respect to delivery by certified mail, return receipt requested, when delivery thereof, properly addressed as set forth above, is made by the U.S. Postal Service.

15. **Cooperation.** Both Business Associate and Covered Entity acknowledge that mutual cooperation and assistance is essential to each Party's performance under this Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.

16. **Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.

17. **Force Majeure.** Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance that results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either Party, and such nonperformance shall not be grounds for termination.

18. **Attorney's Fees.** Except as otherwise limited in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and the other costs incurred in that action or proceeding.

19. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule and/or the Security Rule means the section as in effect or as amended, and for which compliance is required.

20. **Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the

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Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which alone and all of which together shall constitute one and the same instrument. The signature of a Party set forth on a counterpart hereof and transmitted by facsimile or other electronic transmission (including by email in portable document format (pdf) to the other parties shall be of the same force and effect as if the executing Party had delivered a counterpart bearing an original signature.

22. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

23. **Waivers.** The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance.

24. **Relationship.** Business Associate is acting as an independent contractor of Covered Entity with respect to this Agreement. Nothing in this Agreement shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the Parties.

25. **Amendment.** Except as otherwise limited in this Agreement, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA and the HITECH Act. No changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment by the Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such discharge is sought to be enforced.

26. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule and the Security Rule.