Partnering With Lincoln Financial

PRODUCER CONTRACTING APPOINTMENT PACKET FOR GROUP PROTECTION

Lincoln Financial®

Insurance products are issued by insurance affiliates of Lincoln Financial.

Lincoln Financial is the marketing name for Lincoln National Corporation and its affiliates
SP-10892
10/25

Welcome to Lincoln Financial

We are pleased that you have chosen to associate with Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York and affiliates (hereinafter "Lincoln"). The instructions, information and forms on the following pages are designed to make the process of contracting and appointment a smooth and expeditious experience.

Lincoln is focused on offering superior service to Producers. To avoid an unnecessary delay in processing, please be certain that all items on the checklist below have been completed and submitted.

Instructions for Completing Required Forms

Producer Section

Provide the Following:

☐ 1. **Application for Producer Appointment (PS10888)**. Completed and signed. An explanation for any "yes" answer(s) must also be signed and dated by Producer. All correspondence regarding background information will be sent to home address.

☐ 2. **Fair Credit Reporting Act Disclosure & Authorization (LA02298)**. Complete Name and Sign and Date.

☐ 3. **Business Associate Agreement (GLM10571)**. Complete Name and Date on page one and Sign and Date page three.

☐ 4. **New York Producer Confidentiality and Information Security Addendum** - Complete name and date on page one and sign and date page four.

☐ 5. **For firms not previously appointed: W-9 Must be submitted.** www.irs.gov/pub/irs-pdf/w9.pdf

Optional:

☐ 6. **Electronic Funds Transfer/Direct Deposit Authorization & Agreement for Commissions form (BJ-02059)**. Complete and attach a voided check for EFT deposit.

☐ Submit completed contracting to (Please select one method of submission.):

Email: bplicensing@lfg.com

OR mail to:

Lincoln Financial
Attn: GP Licensing
1301 South Harrison St
Fort Wayne, IN 46802

Lincoln Financial®

Application for Producer Appointment

The Lincoln National Life Insurance Company
Lincoln Life & Annuity Company of New York
Attn: GP Licensing, 1301 South Harrison St
Fort Wayne, IN 46802

Personal Information

☐ Male ☐ Female

Name: _____ SS#: _____ DOB: _____

Physical Home Address: _____
Street City State Zip
(All correspondence regarding background information will be sent to home address.)

Business Address: _____
Street City State Zip

Mailing Address (if different from above): _____

Home Phone: _____ Work Phone: _____ Fax: _____

Email Address: _____

The Lincoln National Life Insurance Company / Lincoln Life & Annuity Company of New York pays commission to (mark one):
☐ Agency ☐ Individual

Name of agency for commissions to firm: _____

Federal Tax ID#: _____

List state(s) in which you wish to be appointed: _____

Please read and answer each of the following questions: Attach a written explanation, including date of the event and date of discharge, for any YES answers. If anything occurs, which results in a change to any of your answers, you must notify The Lincoln National Life Insurance Company / Lincoln Life & Annuity Company of New York, in writing, within 30 days of the occurrence.

		Yes	No
1.	Are you now or have you ever been the subject of any complaint, investigation, or proceeding by any Insurance Department, the SEC or any federal or state regulatory agency?	☐	☐
2.	Have you ever been convicted of or pleaded guilty or nolo contendere to a felony or misdemeanor other than a traffic offense?	☐	☐
3.	Are you currently, or have you ever been involved in a bankruptcy (personal or any business in which you had control or an ownership interest), pending litigations in which you are a defendant, had a salary garnished or had liens or judgments against you?	☐	☐
4.	Are you currently, or have you ever been the subject of any customer complaint or complaint or proceeding by any securities, insurance or commodities regulatory body or organization?	☐	☐
5.	Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production?	☐	☐
6.	Are you currently, or have you ever been refused a license to sell insurance or been refused membership in any securities regulatory body or organization or had a license suspended or revoked by any securities and/or State Insurance Department?	☐	☐
7.	Are you currently a party or in the past ten years, have you been a party to any lawsuit, arbitration or civil litigation?	☐	☐

By signing below, I certify that the foregoing answers are true and correct to the best of my knowledge and belief. I also give The Lincoln National Life Insurance Company / Lincoln Life & Annuity Company of New York permission to investigate as necessary to verify this information and to share the information with parties recruiting and recommending my appointment unless I direct you otherwise. This authorization, in original or copy form, is valid now or any time in the future.
By signing this application you:

- I certify that I have and will maintain, either individually or through the brokerage/firm with whom I am acting as a producer benefits counselor, E&O insurance coverage in a minimum amount of $1,000,000.
- I agree that I will comply with all applicable local, state and federal laws; all rules and regulations of regulatory agencies having jurisdiction with respect to the solicitation, negotiation and sale of insurance policies. I also agree to abide by any Lincoln rules and guidelines as may be published, or contained on the Company's website, from time to time.

_____ _____
Signature of Applicant Date

Fair Credit Reporting Act Disclosure & Authorization

Disclosure Of Use Of Consumer Reports

As part of the appointing and/or contracting process, The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and its affiliates (hereinafter, Lincoln), requests consumer reports on prospective producers. From time to time after appointing and/or contracting, Lincoln reserves the right to request consumer reports on its producers in connection with their contracts or new appointments. Occasionally, Lincoln requests investigative consumer reports, in which information is gathered on character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with others with whom he is acquainted or who may have knowledge concerning any such items of information. Consumer reports and investigative consumer reports may include information about any or all of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or driving and criminal record. Please be advised that you have the right to request, in writing, within a reasonable time, that Lincoln make a complete and accurate disclosure of the nature and scope of the information requested. Consumer reports and investigative consumer reports, as well as other information in your file, may be shared among Lincoln Financial and its affiliates and parties recruiting and recommending your appointment unless you direct otherwise.

California, Minnesota and Oklahoma applicants and residents: I have the right to request a copy of any report obtained by Lincoln from a consumer reporting agency by initialing here_____(initial only if you wish to receive a copy)

Minnesota applicants only: I understand that I may request a complete and accurate disclosure of the nature of any report obtained by Lincoln.

New York applicants only: I acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that upon request I will be advised if any investigative consumer reports are requested and provided the name and address of the consumer reporting agency, and I may receive a copy of any report by contacting said agency.

Massachusetts and New Jersey applicants only: I have the right to request an investigative consumer report from a consumer reporting agency.

Washington state applicants only: I understand I have the right to request from the consumer reporting agency a written summary of my rights and remedies under the Washington Fair Credit Reporting Act.

Authorization

I authorize The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and its affiliates to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointing and/or contracting purposes, and to share such information within Lincoln Financial and its affiliates as well as with parties recruiting and recommending my appointment.

Name (Sign): _____ Date: _____

Name (Print): _____

For information on Lincoln Financial's Privacy Policy please visit: www.lfg.com/privacy

NEW YORK CORRECTION LAW ARTICLE 23-A

A COPY OF THIS LAW IS BEING PROVIDED TO YOU IN CONJUNCTION WITH OUR ORDERING BACKGROUND REPORTS ON YOU.

New York Bus Code §380-c(b)(2) and 380-g(d)

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political sub divisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that 'employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individuals having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of 'good moral character' when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

(a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.

(b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.

(c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.

(d) The time which has elapsed since the occurrence of the criminal offense or offenses.

(e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

Lincoln Financial

Business Associate Agreement

Attn: Licensing
PO Box 2616, Omaha, NE 68114
Fax: (877) 573-6177
Phone: (800) 423-2765
E-mail: BPLicensing@lfg.com

This Business Associate Agreement ("Agreement") is made and entered into by and between The Lincoln National Life Insurance Company ("Lincoln"), for itself and on behalf of each of its affiliates, which is a Covered Entity under HIPAA (Lincoln and such affiliates together, "Covered Entity") and _____ ("Business Associate"), and is effective this _____ day of _____ , 20 _____ ("Effective Date").

Recitals

A. Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services relating to the marketing, sale and /or administration of Covered Entity's insurance products and services (the "Services") which may involve the use and/or disclosure of Protected Health Information, pursuant to the performance of Services.

B. The parties acknowledge and agree that in order to perform the Services, Business Associate may be required to create, receive, transmit, access, maintain, use or disclose Protected Health Information ("PHI"), and therefore Business Associate is Covered Entity's "business associate," as that term is defined in 45 CFR 160.103, and is subject to HIPAA, HITECH, regulations promulgated thereunder, and applicable state privacy laws (collectively, "Privacy Laws").

C. Business Associate desires to protect the privacy and provide for the security of PHI provided by Lincoln and/or its affiliates to Business Associate, or created, received, transmitted, accessed, maintained, or used by Business Associate for the provision of Services in accordance with the terms and conditions set forth below:

1. Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("HITECH")..

2. Obligations and Activities of Business Associate

(a) Use or Disclosure of Protected Health Information – Business Associate agrees not to use or disclose PHI, other than as permitted or required by the Agreement or as required by law.

(b) Safeguards – Business Associate agrees to develop, implement, maintain, and use appropriate and effective administrative, technical, and physical safeguards to (i) comply with the HIPAA Security Rules set forth in Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, and (ii) prevent the use or disclosure of PHI other than as provided for by this Agreement. Business Associate agrees to keep these safeguards current and document them in written policies and procedures in accordance with 45 CFR Part 164.316, and to provide such policies and procedures to Covered Entity upon Covered Entity's request.

(c) Breach Notification – Business Associate agrees to notify Covered Entity, promptly following the discovery of a (i) Breach of Unsecured Protected Health Information, (ii) Security Incident or (iii) Use or Disclosure of Protected Health Information which is not permitted under the terms of this Agreement (collectively, the "Breach"). Such notification shall comply with Privacy Laws:

(i) Be made via email to Lincoln's Corporate Privacy Office at privacy@lfg.com.

(ii) Be made within seventy-two (72) hours after discovery.

(iii) Include the names of the individuals whose information was breached; a description of the Breach; the date of the Breach and date of discovery, if known; a brief description of the types of information believed to have been breached, including, without limitation, the full name, social security number, date of birth, diagnosis, or other types of information, if known; any steps the Individuals should take to protect themselves from potential harm resulting from the Breach; the steps Business Associate (or its agent or subcontractor) is taking to investigate the Breach, mitigate losses, and protect against future breaches; any other relevant information requested by Covered Entity; and a contact person for Covered Entity to ask questions or obtain additional information.

Covered Entity shall have sole control over the timing and method of providing notification of the Breach to the affected individual(s) or others. Business Associate shall reimburse Covered Entity for any out-of-pocket costs associated with Covered Entity making such notifications. Notwithstanding the foregoing, upon the request of Covered Entity, Business Associate shall notify, at its own expense, the affected or the US Department of Health and Human Services, as applicable,

in accordance with the Privacy Laws, provided that Covered Entity shall have the right to prior written approval of the content of any such notification.

(d) Duty to Mitigate – Business Associate agrees to act promptly to mitigate, at its own expense, to the extent practicable, any harmful effect that is known to Business Associate relating to a Breach. If requested by Covered Entity, Business Associate will be financially responsible for Covered Entity's provision of credit monitoring services and/or other reasonable services to affected individuals as part of mitigating harm under this Section. Business Associate will be responsible for all costs of mitigation under this Agreement.

(e) Agents – In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, that receives, creates, maintains or transmits PHI on behalf of Business Associate or to whom Business Associate provides Covered Entity's PHI, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.

(f) Access to Secretary – Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services and the Covered Entity, for purposes of the Secretary and the Covered Entity, as the case may be, determining Covered Entity's compliance with HIPAA within ten (10) business days after the Business Associate's receipt of such request.

(g) Access to Individuals – Upon request of the Covered Entity, Business Associate agrees to make available to the Covered Entity, any PHI maintained by Business Associate in a Designated Record Set, in order for Covered Entity to meet the requirements under 45 CFR 164.524. In the event Business Associate receives a written access request directly from an Individual, Business Associate will forward such request to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

(h) Amendment of Protected Health Information – Business Associate agrees to make any amendment(s) to PHI it maintains in a Designated Record Set, as directed, or agreed to, by the Covered Entity pursuant to 45 CFR 164.526, and in the time and manner reasonably requested by Covered Entity. In the event Business Associate receives a written amendment request directly from an Individual, Business Associate will forward such request to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

(i) Accounting of Disclosures – Business Associate agrees to document and provide a description of any disclosures of PHI made by Business Associate and information related to such disclosures during the six (6) years prior to the date on which an accounting is requested, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. In the event Business Associate receives a written request for an accounting of disclosure directly from an Individual, Business Associate will forward such request to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

(j) Accounting of Certain Disclosures Through An Electronic Health Record – Business Associate agrees to document and provide a description of any disclosures by it of PHI through an Electronic Health Record and information related to such disclosures during the three (3) years prior to the date on which an accounting is requested, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C.§ 17935(c).

(k) Covered Entity's Right to Restrict – Business Associate agrees to comply, upon receipt of a request from the Covered Entity, with any restrictions to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522. To the extent the Business Associate carries out any other of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164 (the "Privacy Rule"), Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(l) Retention – Except as otherwise provided herein, Business Associate shall retain complete and accurate records of any PHI of Covered Entity for a period of no less than six (6) years after Business Associates creates or receives the PHI on behalf of Covered Entity.

(m) Remuneration -– Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's PHI without the prior written authorization of Covered Entity.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate agrees that it shall keep confidential all PHI that Business Associate receives, creates, or maintains under and/or in connection with this Agreement, and shall not use or disclose PHI except as permitted or required by this Agreement. Business Associate may not use or disclose PHI in a manner that would violate The Privacy Rule if done by Covered Entity.

(b) Business Associate shall limit its requests, uses, and disclosures to the minimum necessary PHI required to accomplish the intended purpose of such request, use or disclosure. Business Associate shall follow the minimum necessary standards of the Privacy Rule.

(c) Business Associate is authorized to use PHI if necessary for the proper management and administration of the Business Associate and to carry out any of the Business Associate's legal responsibilities. Business Associate is authorized to disclose PHI if necessary for the proper management and administration of the Business Associate and to carry out any of Business Associate's legal responsibilities if (i) the disclosure is required by law; or (ii) Business Associate obtains reasonable assurances from the third-party recipient of PHI that: (x) the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (y) the third party will notify Business Associate of any instances of which the third party is aware in which the confidentiality of the PHI has been breached.

(d) Business Associate may use PHI to provide (i) the Services, and (ii) data aggregation services to Covered Entity relating to Covered Entity's health care operations.

(e) Business Associate agrees to take or refrain from taking such action as is necessary to comply with Privacy Laws.

(f) All other uses or disclosures by Business Associate not authorized by this Agreement or by written instruction of Covered Entity are prohibited.

4. Amendment

Covered Entity shall have the right to amend this Agreement at any time upon written notice through the addition or modification of addendums or amendments to this Agreement in order to comply with Privacy Laws. In the event Covered Entity does not exercise this right and this Agreement no longer complies with Privacy Laws, this Agreement will automatically be amended to the minimum extent necessary such that both parties remain in compliance with such Privacy Laws.

5. Term and Termination

(a) Term. The term of this Agreement shall commence as of the Effective Date and terminate when all PHI created by or received by Business Associate on behalf of Covered Entity is either returned to Covered Entity or destroyed, except as otherwise provided herein. Upon termination of the relationship between the parties, Business Associate will destroy or return to Covered Entity any PHI it holds in any form. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI. If Business Associate reasonably can show that it is infeasible to return or destroy PHI, and the Covered Entity agrees, Business Associate may retain such PHI and shall extend the protections under this Agreement to such PHI and only may further use or disclose such information for those purposes that make the return or destruction infeasible.

(b) Termination for Cause. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity and/or its affiliate, as applicable, is authorized to terminate this Agreement.

6. Miscellaneous

(a) Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any action, claim, demand, loss, liability, fine, penalty or expense (including attorneys' and witnesses' fees and expenses) arising out of or resulting, directly or indirectly, in any way from any breach by Business Associate of any term hereof, or from any act or omission of its agents, employees or subcontractors.

(b) Regulatory References. A reference in this Agreement to a section in HIPAA or HITECH means the section as in effect or as amended.

(c) Survival. Business Associate's obligations, and Covered Entity's rights to enforce those obligations, in respect of the use, disclosure and protection of PHI it retains beyond termination of this Agreement, and any obligations that by their nature are intended to survive termination of this Agreement, shall survive any termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized representatives.

LINCOLN:	Producer:
By: 	By: _____
Name: Richard Fargnoli	Name: _____
Title: Vice President	Title: _____
Date: _____	Date: _____

Confidentiality and Information Security Addendum

This Confidentiality and Information Security Addendum (this "Addendum") is made and entered into as of the Effective Date (as defined below) by and between Lincoln (as defined below) and Producer (as defined below).

Explanatory Statement

The Parties are parties to the Agreement (as defined below) or are entering into the Agreement concurrently with this Addendum. The Parties have agreed to amend and supplement the Agreement as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Common Words.

(a) Specific Words or Phrases. For purposes of this Addendum (including, without limitation, Exhibit A Lincoln's Producer Information Security Standards, which is attached hereto and incorporated herein by reference), capitalized terms used herein shall have the meanings set forth in this Section 1. Other words or phrases used in this Addendum may be defined in the context in which they are used.

"Affiliate" means any entity that controls, is controlled by, or is under common control with Lincoln. An entity that otherwise qualifies under this definition is included within the meaning of "Affiliate" even though it qualified after the Effective Date.

"Agreement" means any agreement between the Parties (or between any of Lincoln's Affiliates and Producer) as amended from time to time.

"Agreement Confidential Information" means information (other than Business Related Information and Personal Information), in electronic, paper, or other form or media: (a) provided to Producer by or at the direction of Lincoln or a Lincoln Affiliate, (b) which is created or obtained by Producer on behalf of Lincoln or a Lincoln Affiliate, or (c) to which access was provided to Producer by or at the direction of Lincoln or a Lincoln Affiliate, and that, with respect to the preceding clause (a), (b), or (c), includes, without limitation, (i) underwriting information, marketing philosophies and objectives, compensation and fee schedules, competitive advantages and disadvantages, financial results, technology developments, systems and related information, (ii) information designated or identified as confidential by Lincoln or a Lincoln Affiliate, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time the information is disclosed by Lincoln or a Lincoln Affiliate to Producer and any other information that by its nature would be reasonably understood by the average person to be a trade secret or confidential information, or (iii) information disclosed orally or visually, or written or in other form without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the financial services industry, that the information is of a confidential or proprietary nature.

"Applicable Law" means all current and future (a) federal, state, and local laws (including common law), ordinances, regulations and codes and (b) orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any Regulator, that, in the case of each of clause (a) and (b) are currently or in the future applicable to Lincoln, Lincoln Affiliates, Producer, the services or any other matters relating to the subject matter of the Agreement. Without limiting the foregoing, Applicable Law includes the applicable provisions of the following, as amended from time to time: New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies (23 NYCRR 500) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

"Authorized Persons" means (a) Producer's employees who: (i) have a need to know or otherwise has access to Business Related Information, Personal Information, or Lincoln Systems to enable Producer to perform its obligations under the Agreement and (ii) are bound in writing by confidentiality obligations sufficient to protect Business Related Information or Personal Information in accordance with the Agreement; and (b) Subcontractors who: (i) have been approved in advance in writing by Lincoln or engaged by Lincoln in accordance with the Agreement if such approval is not required under the Agreement; (ii) have a need to know or otherwise access Business Related Information, Personal Information, or Lincoln Systems to enable Producer to perform its obligations under the Agreement; and (iii) are bound in writing by confidentiality obligations sufficient to protect Business Related Information or Personal Information in accordance with the Agreement.

"Business Related Information" means information in electronic, paper, or other form or media, the tampering with which, or unauthorized disclosure, access, or use of which, would cause a material adverse impact to the business, operations, or security of Lincoln or a Lincoln Affiliate.

"Effective Date" means the date on which the last Party signs this Addendum.

"Lincoln" means the Party to this Addendum signing as Lincoln.

"Lincoln Confidential Information"' means, individually and collectively, Agreement Confidential Information, Business Related Information, Personal Information, and Special Personal Information.

"Lincoln Systems" means (a) any Lincoln or Lincoln Affiliate's "Information Systems," or (b) the information technology infrastructure, including the computers, software, databases, electronic systems and networks, owned, licensed or operated by, or operated on behalf of, Lincoln or a Lincoln Affiliate, or by their respective clients, customers, service providers or other third parties.

"Multifactor Authentication" means authentication through verification of at least two of the following types of authentication factors: (a) knowledge factors, such as a password; (b) possession factors, such as a token or text message on a mobile phone; or (c) inherence factors, such as biometric characteristics.

"Party" means either Producer or Lincoln, individually, as the context so requires; and "Parties" means Producer and Lincoln, collectively.

"Personal Information" means information in electronic, paper, or other form or media: (a) provided to or collected by Producer by or at the direction of Lincoln or a Lincoln Affiliate, (b) which is created or obtained by Producer on behalf of Lincoln or a Lincoln Affiliate, or (c) to which access was provided to Producer by or at the direction of Lincoln or a Lincoln Affiliate, and that, with respect to (a), (b), or (c): identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household and shall include, but is not limited to "non-public personal information," "personally identifiable information," "personal information," "protected health information," and "sensitive personal information" within the meaning of Applicable Law. Personal Information includes without limitation, Sensitive Personal Information.

"Personnel" means a Party's, or in the case of Lincoln, Lincoln and its Affiliate's, directors, officers, employees, agents, auditors, consultants, suppliers, contractors, subcontractors, service providers, and representatives, as well as, in the case of Producer, the directors, officers, employees, agents, auditors, consultants or other representatives of any Subcontractor or third party utilized by Producer to provide any services. For clarity, "Personnel" does not include the other Party or any third parties claiming through the other Party.

"Producer" means the Party to this Addendum signing as Producer.

"Producer Confidential Information" means all materials provided by Producer pursuant to any business, or in contemplation of any potential business, under the Agreement or otherwise involving Producer's provision of services or products to Lincoln or its Affiliates that are expressly identified or marked by Producer as "confidential."

"Producer Systems" means (i) any Producer "Information Systems," or (ii) all computers, software, databases, electronic systems (including database management systems) and networks owned, licensed or operated by, or operated on behalf of Producer or by its respective clients, customers, service providers or other third parties to access Lincoln Systems or otherwise in connection with the services.

"Publicly Available Information" means information that a Party has a reasonable basis to believe is lawfully made available to the public from federal, state, or local government records; widely distributed media; or disclosures to the general public that are required to be made by federal, state or local law. For the purposes of this definition, a Party has a reasonable basis to believe that information is lawfully made available to the general public if a Party has taken steps to determine: (a) that the information is of the type that is available to the general public; and (b) whether an individual can direct that the information not be made available to the general public and, if so, that such individual has not done so.

"Regulator" or "Regulatory" refers to any government, authority, department or agency thereof, or any judicial or regulatory (including, without limitation, self-regulatory) organization having authority, oversight jurisdiction or similar power over any of the Parties or any Lincoln Affiliates or Personnel in any federal, state, provincial or local jurisdiction.

"Security Breach" means (a) any "Cybersecurity Incident," that is experienced by Producer and that Lincoln or any of its Affiliates is required to give notice of pursuant to 23 NYCRR 500.17(a) as amended from time to time; (b) any act or omission that compromises the availability, security, confidentiality, or integrity of Business Related Information, Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Producer, or by Lincoln should Producer have access to Lincoln Systems, that relate to the protection of the security, confidentiality, or integrity of Business Related Information or Personal Information; (c) receipt of a complaint in relation to the privacy and data security practices of Producer or any Authorized Persons or a breach or alleged breach of the Agreement relating to such privacy and data security practices; or (d) any actual, attempted or suspected unauthorized access, disclosure, creation, collection, receipt, transmission, storage, disposal, or acquisition of Business Related Information or Personal Information but any such attempt under this subsection (d) does not apply to attempted but unsuccessful trivial and routine incidents such as port scans, pings, and other broadcast attacks, so long as they do not materially affect the confidentiality, availability, or integrity of Lincoln Systems, Business Related Information or Personal Information.

"Sensitive Personal Information" means information in electronic, paper, or other form or media: (a) provided to Producer by or at the direction of Lincoln or a Lincoln Affiliate, (b) which is created or obtained by Producer on behalf of Lincoln or a Lincoln Affiliate, or (c) to which access was provided to Producer by or at the direction of Lincoln or a Lincoln Affiliate, and that, with respect to (a), (b), or (c): contains an individual's (i) government-issued identification number (including Social Security number, driver's license number, passport, or state-issued identification number); (ii) account log-in, financial account number, credit card number, debit card, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; (iii) precise geolocation; (iv) racial or ethnic origin, citizenship or immigration status, religious or philosophical beliefs, or union membership; the contents of mail, e-mail, and text messages; (v) biometric, genetic, health, medical, neural, or medical insurance data; (vi) other personal information as defined in or in any way regulated by any data security or security breach law or regulation that is then applicable to Lincoln or any of Lincoln Affiliates; or (vii) Nonpublic Information.

"Subcontractor" means a contractor, agent, service provider, third party or consultant retained by Producer

pursuant to a written agreement, or otherwise used by Producer, including, without limitation, any person (whether a natural person, corporation, or other legal entity), employed by or otherwise retained by that contractor, agent, service provider, third party, or consultant.

(b) The terms, "Cybersecurity Incident," "Independent Audit," "Information Systems," "Nonpublic Information," "Penetration Testing," "Privileged Account," "Risk Assessment" have the same meaning as in the NYDFS Cybersecurity Regulation 23 NYCRR 500.01 (Definitions) as amended from time to time.

(c) Common Words. The following words shall be interpreted as designated: (i) "or" connotes any combination of all or any of the items listed, and (ii) where "including", "include" or "includes" is used to refer to an example or begins a list of items, such example or items shall not be exclusive.

2. Confidential Information.

(a) **Producer Confidential Information.** If Producer intends to supply Producer Confidential Information for use by Lincoln in connection with any services or products, then Producer will provide Lincoln with a written summary of all of Producer Confidential Information prior to Producer's disclosure to Lincoln.

(b) **Standard of Care.** The Party receiving Confidential Information **("Receiving Party")** of the other Party **("Disclosing Party")** will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information; and, at a minimum, the Receiving Party will adopt, maintain and follow security practices and procedures that are sufficient to safeguard the Disclosing Party's Confidential Information from any: (i) unauthorized disclosure, access, use or modification; or (ii) misappropriation, theft, destruction, or loss. The Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under the Agreement, or in the case of Lincoln, to exercise its rights as contemplated by the Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's (or in the case of Lincoln, also to its Affiliates') Personnel who have a "need to know" or need to access Confidential Information (and only to the extent necessary) to fulfill the purposes contemplated by the Agreement. Producer will ensure that each of its Personnel is bound to uphold Producer's obligations of confidentiality.

(c) **Agreement Confidential Information, Business Related Information, and Personal Information.**

(i) During Producer's appointment with Lincoln or a Lincoln Affiliate, Producer may create, receive, or have access to Agreement Confidential Information, Business Related Information, or Personal Information. Producer shall comply with the Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Agreement Confidential Information, Business Related Information, or Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, acquisition, or disclosure of Agreement Confidential Information, Business Related Information, or Personal Information under its control or in its possession by its Personnel.

(ii) Personal Information is deemed to be Confidential Information of Lincoln and is not Confidential Information of Producer. In the event of a conflict or inconsistency between this Section and the Agreement, the terms and conditions set forth in this Section shall govern and control.

(iii) Producer shall: (A) use and disclose Agreement Confidential Information, Business Related Information, and Personal Information solely and exclusively for the purposes for which the Agreement Confidential Information, Business Related Information, and Personal Information, or access to it, is provided pursuant to the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Agreement Confidential Information, Business Related Information, and Personal Information for Producer's own purposes or for the benefit of anyone other than Lincoln or a Lincoln

Affiliate, in each case, without Lincoln's prior written consent; and (B) not disclose Business Related Information or Personal Information to any person other than its Authorized Persons without Lincoln's prior written consent or as may be expressly permitted by the Agreement.

(d) **Legends.** The Receiving Party will not remove any copyright nor other proprietary notice of confidentiality contained on or included in the Disclosing Party's Confidential Information, and will reproduce any notice on any reproduction, modification or translation of the Disclosing Party's Confidential Information.

(e) **Notification.** If the Receiving Party becomes aware of any confirmed violation of the obligations or restrictions agreed to by the Receiving Party with respect to the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party and the Receiving Party will assist the Disclosing Party with its efforts to cure or remedy the violation. The Receiving Party is liable to the Disclosing Party for any non-compliance by its Personnel.

(f) **Exclusions.** The obligations of confidentiality assumed under the Agreement will not apply to the extent the Receiving Party can demonstrate that the information:

(i) is or has become Publicly Available Information or generally known by persons engaged in the financial services industry, without any breach by the Receiving Party of the provisions of the Agreement or any other applicable agreement between the Parties;

(ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to the Receiving Party's receipt from the Disclosing Party;

(iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose the information, without confidentiality or proprietary restrictions;

(iv) was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or

(v) is subject to a written agreement under which the Disclosing Party authorized the Receiving Party to disclose the subject information.

The exclusions will not apply to Personal Information.

(g) **Legally Required Disclosures.** The obligations of confidentiality assumed under the Agreement will not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any Applicable Law or is requested by a Regulator. Notwithstanding the foregoing, if the Receiving Party is served with a subpoena, regulatory request, or court order, the Receiving Party will:

(i) promptly notify the Disclosing Party of the receipt of such subpoena, request, or order to provide the Disclosing Party an opportunity to seek a protective order;

(ii) provide reasonable assistance to the Disclosing Party in its efforts to resist the disclosure or its efforts to seek a protective order or other limitations on disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and

(iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under Applicable Law or is requested by a Regulator if the Disclosing Party waives compliance or after the Receiving Party provides such notice and assistance as required in this section, remains required by Applicable Law or request by a Regulator to disclose any Confidential Information. The Receiving Party shall use reasonable efforts to obtain assurances from the applicable court or other presiding authority that the Disclosing Party’s Confidential Information will be afforded confidential treatment.

3. Retention of Archival Copy. In the event of expiration or termination for any reason of the Agreement, the Receiving Party shall be entitled to retain copies of the Disclosing Party's Confidential Information for archival purposes and to satisfy the Receiving Party's obligations under Applicable Law, provided that any copies which are retained pursuant to this sentence shall be disposed of in accordance with the Receiving Party's record retention policies and procedures and shall remain subject to the obligations of confidentiality and non-use until the date of disposition.

4. Offshore. Producer shall not (i) store, move, access, or process Lincoln Confidential Information outside of the United States or (ii) utilize resources including Personnel outside of the United States.

5. Encryption. Producer shall have a documented policy that ensures all electronic Lincoln Confidential Information is encrypted both "at rest" and "in transit" over external networks.

6. Information Security.

(a) If Producer has or will have access to, or possession or control of Business Related Information, Personal Information or Lincoln Systems, Producer shall implement and maintain a written information security program that:

(i) includes appropriate policies, procedures, and risk assessments that are reviewed by Producer at least annually;

(ii) contains administrative, physical, and technical safeguards to protect Business Related Information, Personal Information and Lincoln Systems from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted financial services industry practices, and shall ensure that all such safeguards, including the manner in which Business Related Information or Personal Information is created, collected, accessed, received, used, stored, processed, disposed of and disclosed, comply with Applicable Law, as well as the Agreement.

(b) At a minimum, Producer's safeguards for the protection of Business Related Information, Personal Information and Lincoln Systems shall include: (i) limiting access of Business Related Information and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) securing information transmission, storage, and disposal; (iv) strictly segregating Business Related Information and Personal Information from information of Producer or its other customers so that Business Related Information and Personal Information are not commingled with any other types of information; (v) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with Applicable Law; and (vi) providing appropriate privacy and information security training to Producer's Personnel upon hire and annually thereafter.

(c) During the term of each Authorized Persons employment by Producer, Producer shall at all times cause such Authorized Persons to abide strictly by Producer's obligations under the Agreement and Producer's standard policies and procedures. Producer further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Business Related Information and Personal Information by any of Producer's Personnel. Upon Lincoln's written request, Producer shall promptly identify for Lincoln in writing by category all Authorized Persons as of the date of such request.

(d) If Producer has or will have access to, or possession or control of electronic Business Related Information, Sensitive Information or Lincoln Systems, Producer covenants, represents and warrants that it has implemented and will maintain and comply with cybersecurity policies and procedures as required by this Addendum and to the extent applicable, those named in 23 NYCRR 500.03(a)-(o) as amended from

time to time.

(e) If Producer has or will have access to, or possession or control of electronic Business Related Information, Personal Information or Lincoln Systems, Producer shall comply with the provisions of Exhibit A hereto.

(f) Producer shall use Multifactor Authentication mechanisms for its Personnel accessing Producer Systems from an external network.

(g) Lincoln has the right, by giving written notice thereof to Producer, to unilaterally make reasonable amendments to this Addendum (including without limitation, Exhibit A hereto) as necessary or appropriate: (i) to address reasonable changes to Lincoln's policies, procedures, or standards with respect to information security if such changes are generally applicable to Lincoln's similarly situated suppliers or other third party relationships; (ii) for compliance with Applicable Law; or (iii) based upon the order, request, guidance or findings of a Regulator. Producer will have a reasonable period to comply with such amendment after written notice thereof from Lincoln.

(h) Incident Response Plan to a Cybersecurity Incident. Producer shall have a documented policy designed to enable prompt response to, and recovery from, any Cybersecurity Incident materially affecting the confidentiality, integrity or availability of the Producer Information System or the continuing functionality of any aspect of Producer's business or operations. Such plans shall address the following areas with respect to different types of Cybersecurity Incident, including disruptive events such as ransomware incidents: (i) the goals of the incident response plan; (ii) the internal processes for responding to a Cybersecurity Incident; (iii) the definition of clear roles, responsibilities and levels of decision-making authority; (iv) external and internal communications and information sharing; (v) identification of requirements for the remediation of any identified weaknesses in Producer Information System and associated controls; (vi) documentation and reporting regarding Cybersecurity Incidents related to incident response activities; (vii) recovery from backups; (viii) preparation of root cause analysis that describes how and why the event occurred, what business impact it had, and what will be done to prevent reoccurrence; and (ix) updating of incident response plans as necessary.

(i) Producer Audits. Producer shall conduct an annual Independent Audit of its cybersecurity program based on its Risk Assessment.

(j) Privileged Account and Management. Producer shall have a documented policy governing Producer's Personnel use of Privileged Accounts.

7. Producer Monitoring and Testing Producer System. Producer shall continuously monitor and test Producer Systems. Producer shall perform Penetration Testing on a regular basis.

8. Security Breach Procedures.

(a) Producer shall promptly notify Lincoln of a Security Breach, but no later than the earlier of the period specified by Applicable Law or within twenty-four (24) hours after Producer becomes aware of it:

(i) such notification to Lincoln shall be made by telephone call and by sending an email to Lincoln at privacy@lfg.com, with a copy by email to Producer's primary business contact within Lincoln; and

(ii) provide Lincoln with the name and contact information for a Producer employee who shall serve as Lincoln's primary security contact and shall be available to assist Lincoln twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and

(b) Immediately following Producer's notification to Lincoln of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Producer agrees to fully cooperate with Lincoln in Lincoln's handling of the matter, including, without limitation: (i) assisting with any

investigation; (ii) providing Lincoln with physical access to the facilities and operations affected; (iii) facilitating interviews with Producer's Personnel and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Law, financial services industry standards, or as otherwise reasonably required by Lincoln.

(c) Producer shall at its own expense use reasonable efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with Applicable Law and financial services industry standards. Producer shall reimburse Lincoln for all actual costs incurred by Lincoln in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and remediation pursuant to Section 8(d) below.

(d) Producer agrees not to inform any third party of any Security Breach without first obtaining Lincoln's prior written consent, other than to inform a complainant that the matter has been forwarded to Lincoln. Further, Producer agrees that Lincoln shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, Regulators, law enforcement agencies, consumer reporting agencies, or others as required by Applicable Law, or otherwise in Lincoln's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

(e) Producer agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

(f) Producer agrees to fully cooperate at its own expense with Lincoln in any litigation, investigation, or other action deemed necessary by Lincoln to protect its rights relating to the use, disclosure, protection, and maintenance of Business Related Information and Personal Information.

(g) In the event of any Security Breach, Producer shall promptly use reasonable efforts to prevent a recurrence of any such Security Breach.

(h) In the case of any attempted but unsuccessful Security Breach that Lincoln or any of Lincoln's Affiliates is required by Applicable Law to provide notice of to a Regulator (including, without limitation, pursuant to 23 NYCRR 500.17(a) as amended from time to time), Producer shall promptly notify Lincoln (by telephone call and by sending an email to Lincoln at privacy@lfg.com and Producer's primary business contact within Lincoln) of such Security Breach, but no later than the earlier of the period specified by Applicable Law or within twenty-four (24) hours after Producer becomes aware of it. Producer shall make reasonable efforts to provide Lincoln with information necessary or appropriate for Lincoln or Lincoln Affiliates to report such Security Breach as required by Applicable Law and to be able to respond to follow up inquiries from such Regulators. Sections 8(a), 8(b) and 8(c) do not apply to a Security Breach that is attempted but unsuccessful.

9. Oversight of Security Compliance.

(a) Producer shall, upon Lincoln's request, confirm Producer's compliance with the Agreement, as well as any Applicable Law and financial services industry standards:

(i) grant Lincoln or, upon Lincoln's election, a third party on Lincoln's behalf, permission to perform an assessment, audit, network forensic examination, vulnerability assessment and penetration test, examination, or review of all controls in Producer's physical and technical environment in relation to all Lincoln Confidential Information and Lincoln Systems being accessed or handled by Producer and services being provided to Lincoln or a Lincoln Affiliate pursuant to this Agreement. Producer shall fully cooperate with such assessment by providing access to knowledgeable Personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Lincoln Confidential Information for Lincoln or its Affiliate pursuant to this Agreement. Unless Section 9(c) below applies,

Producer will not be obligated to participate in such assessment, audit, examination, or review more frequently than annually;

(ii) provide Lincoln with the results of any audit by or on behalf of Producer performed that assesses the effectiveness of Producer's information security program as relevant to the security and confidentiality of Lincoln Confidential Information shared during the course of the Agreement; and promptly and accurately complete a written information security questionnaire provided by Lincoln, or a third party on Lincoln's behalf, regarding Producer's business practices and information technology environment in relation to all Lincoln Confidential Information being handled and services being provided by Producer to Lincoln pursuant to the Agreement, and update the responses to the information security questionnaire as necessary to maintain their material accuracy and material completeness.

(b) Subject to Section 2(f) (Exclusions), Lincoln shall treat the information provided by Producer in Sections 9(a)(i)-(ii) and 9(c) as Producer Confidential Information.

(c) Producer shall allow Lincoln to conduct reasonable audits, network forensic examinations, vulnerability assessments and penetration tests promptly after any: (i) Security Breach, (ii) adverse assessment of Producer's administrative, physical, or technical safeguards to protect Lincoln Confidential Information or Lincoln Systems; (iii) discovery or reasonable suspicion by Lincoln that Producer is not employing or maintaining administrative, physical and technical safeguards to protect Lincoln Confidential Information or Lincoln Systems in compliance with the Agreement or Applicable Law; or (iv) relevant action, investigation, or request by a Regulator.

10. Return or Destruction of Confidential Information

(a) Lincoln Confidential Information. Except as otherwise permitted in Section 3 (Retention of Archival Copies), at any time during the term of this Agreement at Lincoln's written request or upon the termination or expiration of this Agreement for any reason, Producer shall, and shall instruct all Authorized Persons to, promptly, but no later than five (5) days, return to Lincoln all copies of Business Related Information and Personal Information, and no later than thirty (30) days, Producer shall return to Lincoln all copies of Agreement Confidential Information, whether the Business Related Information, Personal Information or Agreement Confidential Information is in written, electronic, or other form or media, in its possession or the possession of such Personnel, or at Lincoln's request securely dispose of all such copies, and confirm in writing to Lincoln that such Agreement Confidential Information, Business Related Information and Personal Information have been returned to Lincoln or disposed of securely. Producer shall comply with all reasonable directions provided by Lincoln with respect to the return or disposal of Agreement Confidential Information, Business Related Information, and Personal Information.

(b) Producer Confidential Information. Except as otherwise permitted in Section 3 (Retention of Archival Copies), upon Producer's written request and at any time during the term of this Agreement or upon the termination or expiration of this Agreement for any reason, Lincoln shall return or destroy Producer Confidential Information within thirty (30) days of Producer's request.

11. Material Breach. Producer's failure to comply with any terms of this Addendum is a material breach of the Agreement. In such event, Lincoln may terminate the Agreement effective immediately upon written notice to the Producer.

12. Cooperation with Governmental or Regulatory Agencies. Producer acknowledges that Lincoln and its Affiliates are subject to Regulatory oversight under which Lincoln's Regulators have the authority to exercise the same examination and Regulatory authority over Lincoln's and its Affiliates' suppliers, including producers, that conduct certain functions or operations as if Lincoln or its Affiliates were themselves conducting these functions or operations. Producer shall promptly cooperate and comply with the requests of any Regulator of Lincoln or any of its Affiliates.

13. Network Connection Agreement. If Producer requires access to Lincoln Systems, Producer will, upon request from Lincoln, enter into a Network Connection Agreement.

14. Producer Systems. Producer shall be solely responsible for Producer Systems and Producer shall prevent unauthorized access to Lincoln Systems through Producer Systems.

15. Safeguards. Producer shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard Lincoln Confidential Information, Producer's processing capability and the availability of Producer Systems, at all times in connection with its required performance of the services hereunder.

16. Data Backup. Producer shall conduct or have conducted daily incremental backups and full weekly backups of Lincoln Confidential Information. On written request from Lincoln, Producer shall provide Lincoln with a copy of the backed-up Lincoln Confidential Information in such readable format as Lincoln reasonably requests. Lincoln shall reimburse Producer for all media costs and shipping charges reasonably incurred in fulfilling Lincoln's requests for copies of backed up Lincoln Confidential Information.

17. Disaster Recovery and Business Continuity. Producer shall maintain a business continuity and disaster recovery plan (the "Plan"), and implement such Plan as set forth therein. Producer's current Plan, revision history, and any reports and test results generated in the previous two (2) years relating to the Plan will be provided upon request by Producer to Lincoln. Producer shall actively test, review and update the Plan on at least an annual basis using industry best practices as guidance. Producer shall within ten (10) days of adoption (in the case of updates) or preparation/receipt (in the case of reports and/or test results) notify Lincoln of all material updates to the Plan and of all reports or test results or both indicating a material weakness in the Plan or its execution. Producer's failure to rectify a material weakness in its Plan within thirty (30) days of becoming aware of such weakness shall constitute a material breach of the Agreement.

18. Compliance with Laws. In performing its obligations under the Agreement, Producer will comply, and will cause its Personnel to comply, with the requirements of all Applicable Law.

19. Subcontractors.

(a) Producer will not use a Subcontractor to perform Producer's obligations under the Agreement without obtaining Lincoln's prior written approval. Lincoln's approval of a Subcontractor shall not constitute a waiver of any rights Lincoln may have based on Producer's representations and warranties. Furthermore, Lincoln's approval of a Subcontractor for a particular work will not be deemed to be approval for use of that Subcontractor for any other work. Producer will be fully responsible for all acts and omissions of its Subcontractors and for any failure of its Subcontractors to comply with all applicable obligations and responsibilities of Producer under the Agreement. If Producer is permitted to utilize a Subcontractor to perform any obligations under the Agreement, Producer shall (i) enter into agreements with any such Subcontractors to ensure that Subcontractors are obligated to fully uphold and comply with the same obligations and responsibilities as Producer under the Agreement and (ii) monitor its Subcontractors' performance of any obligations under the Agreement and report to Lincoln on such performance as required by Lincoln policies or as Lincoln may request. Producer shall use reasonable efforts to minimize the amount of turnover of Subcontractors. Nothing in the Agreement shall be construed to create any contractual relationship between Lincoln and any Subcontractor, nor any obligation on the part of Lincoln, to pay or to ensure the payment of any money due to any Subcontractor.

(b) Removal of a Subcontractor. Lincoln may (upon providing written notice to Producer) demand immediate removal of, and discontinued use of, a Subcontractor if, in Lincoln's sole discretion, Lincoln believes or determines that continued use of that Subcontractor could be detrimental to Lincoln or its

Affiliates. Upon receipt of notice from Lincoln, Producer must promptly cease use of Subcontractor for the provision of services to Lincoln and its Affiliates and ensure Subcontractor does not provide services to Lincoln at any time.

(c) Excluded Activities. Except with respect to Producer's obligations to be fully responsible for all acts and omissions of its Subcontractors and for any failure of its Subcontractors to comply with all obligations and responsibilities of Producer under the Agreement, the requirements of this Section 19 do not apply to Producer's use of Subcontractors: (i) for incidental engagements by Producer of individual experts or consultants as independent contractors, (ii) to outsource routine functions unrelated to provision of the services, (iii) for development or modification of Producer's commercially available software, provided that the development or modification is not funded by Lincoln, or (iv) for Producer's standard telephone or email technical support of its products or services; provided that, in each of (i) through (iv) above, the Subcontractor does not require access to or use of Lincoln Confidential Information.

(d) Due Diligence Review of Subcontractors. Producer will from time to time (but no less frequently than once in each rolling 12-month period) conduct a due diligence review, inclusive of a privacy assessment and security validation, of any Subcontractor that is an Authorized Person.

20. HIPAA Compliance. As provided under the standards for privacy of individually identifiable health information at 45 CFR Part 160, and Part 164, as may be amended from time to time, the Parties will enter into a Business Associate Agreement ("BAA"). In the event there is a discrepancy between the BAA and the Agreement or this Addendum, the terms of the BAA shall control.

21. Survival. The provisions of this Addendum that, by their nature and content, must survive the completion, rescission, termination or expiration of the Agreement in order to achieve the fundamental purposes of this Addendum shall so survive and continue to bind the Parties. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the following Sections in this Addendum shall survive and continue to bind the Parties: 1, 2, 3, 4, 5, log information and retain such information for the length of time as described in 6(e) Exhibit A, 8(e), 10, 12, 14, 16, 17, 20, 21, 22, 23, 24, 25, and 26 . Except as otherwise stated in this section, Sections 6, 7, 8, and 9 shall survive so long as Producer has access to, or possession or control of Business Related Information or Personal Information as permitted under Section 3 (Retention of Archival Copies).

22. Interpretation. Where any terms and conditions in this Addendum are in conflict with the Agreement and cannot be read in any way to be compatible: (a) the terms and conditions most protective of Lincoln Confidential Information and Lincoln Systems and the disclosure and security pertaining to all of the foregoing, shall prevail; and (b) the terms and conditions which are most onerous to a Party with respect to its obligations to take certain action, provide certain notice or dispose of certain information, shall prevail.

23. Captions. Captions used in this Addendum are for convenience only and are not part of this Addendum or the Agreement.

24. Modification. This Addendum amends and supplements the Agreement and shall be deemed a part of the Agreement.

25. Lincoln and Lincoln Affiliates. Producer acknowledges that Lincoln and each of Lincoln's Affiliates may use or benefit from the use of Producer or Producer's services or any information or materials provided by Producer.

26. Entire Agreement. The Agreement together with this Addendum comprise the entire agreement between the Parties with respect to their subject matter. Except as amended and supplemented by this Addendum, the terms and provisions of the Agreement remain in full force and effect.

[The remainder of this page was intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Addendum as of the Effective Date.

LINCOLN:
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: 

Name: Rich Fargnoli

Title: Vice President

Date: _____

PRODUCER:

_____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Lincoln's Producer Information Security Standards

1. **Information Security.** Must have developed and implemented and must maintain, monitor, and enforce reasonable policies and procedures designed to comply with: (i) information security standards required by Applicable Law and (ii) an information security industry standard that is generally recognized in the locations where Lincoln and Producer do business (e.g., ISO 27002, NIST, COBIT).

2. **Network and Communication Security**

(a) Implement network, application, database, and platform security

(b) Implement anti-virus software standards and practices such that Producer Systems that stores or processes Business Related Information or Personal Information has current anti-virus software and signatures installed or adequate compensating controls appropriate for Producer Systems

(c) Implement system hardening standards and practices such that default configurations are appropriately modified

(d) Implement patch management standards and practices such that any security update to any Producer System is evaluated, tested, and applied in a manner and timeframe appropriate for the criticality of the update

(e) Make a reasonable effort to deploy a layered security approach (i.e., firewalls, anti-virus, anti-malware, anti-spam, anti-phishing, network intrusion detection, data loss prevention, and endpoint protection)

(f) Firewall rules must be configured to deny all by default

(g) Must enforce network segmentation such that traffic between segments is appropriately restricted, and Business Related Information or Personal Information is not stored on any mobile device

(h) If applicable, implement a written bring your own device (BYOD) policy. Any Producer non-managed device must have not access to Business Related Information or Personal Information.

(i) If applicable, implement appropriate security procedures when using electronic communications such as Zoom, Teams, etc.

3. **Data Security and Logs**

(a) When database storage is required, all electronic Business Related Information or Personal Information should be logically or physically separated from other customers' data.

(b) Maintain detailed logs for three (3) years of all systems and applications that contain Personal Information. All logs that are maintained must be protected against unauthorized access, acquisition, modification, and deletion.

(c) Maintain complete and accurate records for five (5) years relating to Business Related Information that are designed to reconstruct material financial transactions sufficient to support normal operations and obligations of Lincoln and its Affiliates.

(d) Must log events such as authentication activity (examples: successful and unsuccessful authentication attempts, password resets, etc.), administrator activity, including account creation, modification and deletion, high risk events and transactions, configuration changes, and application errors.

(e) All logged events must include: who (username and/or user ID), where (source IP address (if applicable), when (timestamp), and what (event, including appropriate detail to determine the specific sensitive information affected by the event).

(f) Logs must be backed up in case of accidental deletion or corruption.

(g) Logs must be stored in a read-only format wherever possible. Access to logs must otherwise be limited to only select administrators with a legitimate business need for access.

(h) Personal Information or Business Related Information must not be saved in log entries.

(i) Make a reasonable effort to implement additional security measures to protect Social Security number (SSN)s. This may include masking displayed SSNs (including any SSN labeled as a tax ID number) so that no more than five digits are displayed in any: (i) application interface; (ii) report available in the application; or (iii) download from the application or otherwise made available via the application.

(j) Data classification must be documented and defined.

(k) Any cryptographic mechanism used to protect Personal Information and Business Related Information must use only algorithms that are publicly available and known to be secure.

4. **Management Control.** Change control management practices must exist such that appropriate separation of duties is enforced, and changes are limited to those that have been reviewed for security risks and approved.

5. **Authentication.** Implement authentication and access controls within media, applications, operating systems, and equipment.

6. **Access Control**

(a) Access to applications that contain Personal Information, Business Related Information, or access to Lincoln Systems must be logged.

(b) All user access to applications that contain Personal Information, Business Related Information or all user access to Lincoln Systems must ensure least privilege access.

(c) There must be a documented and defined process in place to grant and terminate access to applications that contain Personal Information, Business Related Information, or to Lincoln Systems.

(d) Access reviews must be completed at least annually for all applications that contain Business Related Information, Personal Information or for all Lincoln Systems.

(e) Each user must have a unique login ID for all devices, systems, and applications.

(f) User account rights must be disabled or deleted within 1 day when Producer's Personnel is terminated, separated, transferred, or other similar event occurs.

(g) Passwords to systems and applications must consist of at least 8 characters, include complexity requirements, and be changed at least every 90 days.

7. **Security Breach**

(a) Must maintain a written security incident plan.

(b) Notice of Security Breach should be documented in policy or procedures.

8. **Physical Security**

(a) Maintain all workstations, servers, and network equipment in secure facilities.

(b) Limit access to secure facilities to Personnel with job-related needs.

(c) Monitor access to secure facilities through use of security guards, surveillance cameras, authorized entry systems, or similar methods.

(d) Must have a documented visitor policy that includes the requirement for all visitors to provide verifiable identification upon arrival, sign-in and sign-out. Producer should consider whether necessary to have visitor sign a nondisclosure agreement.

(e) Producer must consider whether to prohibit cameras and personal phones in Producer's facilities.

(f) Producer must consider whether to require all Personnel to wear identification badges in Producer's facilities.

(g) If feasible, use key cards to track Personnel movement in all facilities.

(h) Producer must have a documented policy that requires Personnel to clear their desks of all documents that contain Personal Information or Business Related Information, at the end of each day or before leaving their workspace.

9. **Malicious Code**

(a) Use reasonable efforts to monitor reputable sources of computer security vulnerability information and patch management and apply timely fixes as applicable.

(b) Use up-to-date, industry acceptable virus and malicious code detections and protection products on all workstations, servers, and other devices.

Lincoln Financial®

Please Note If direct deposit is not desired, no further action is required with this form.
If direct deposit is not elected, the minimum mailed check amount is $2500.
For Group Business, the minimum payment amount on direct deposit or check is $25.

EFT $ Advantage

Electronic Funds Transfer Authorization Form

About This Document

This form is used for new direct deposit setup and revision to existing direct deposit of producer or corporate commission earnings. Please complete all applicable sections and fax or mail the completed form to the address/fax number indicated below.

To avoid processing delays, please verify the following:

1. Voided check or a letter from the bank verifying account information.
2. Fields are filled in completely and form is signed.
3. **The account for deposit is owned by the SSN/Tax ID listed below.**

Completed forms may be sent to:
Email: Lincoln.EFT@lfg.com
Distribution Compensation
PO Box 2348, Fort Wayne, IN 46802
Fax: 260-455-1587

IMPORTANT NOTICE(S):

- **Registered Representatives with LFA or LFS:** You must have a personal bank account under your SSN to direct deposit your commissions. Registered commission earnings cannot be paid to a Corporate Account per U.S. Securities and Exchange Commission guidelines.
- **If you would like your personal commission earnings paid to a corporation, the corporation must be licensed and appointed** with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York and affiliates ("Lincoln"). These requests can be accommodated by completing the Financial Owner Assignment Form. For questions regarding the Financial Ownership process or requirements, please contact us at 800-238-6252.

Demographic Information

Full Legal Name of Producer OR Full Corporate Name: _____

Complete SSN: _____ OR Complete Corporate TIN: _____

Email Address: _____ Upline Email Address: _____

Business Address: _____ City: _____ State: _____ Zip Code: _____

Please select the type(s) of business for which EFT should be updated (select all that apply):

☐ Group — Group Agent Number (List one or more): _____

PLEASE NOTE: For Group Business, EFT will be set up ONLY for the Agent Numbers identified.

☐ All Other Business

Account Information

I hereby authorize and request Lincoln (hereinafter called "the Company") to make payment of any amount(s) owed to me by initiating credit or adjustment entries to my bank(s) as indicated below. I authorize and request my bank(s) to accept credit or adjustment entries initiated by the Company and its affiliates and to enter same into the following accounts(s):

Account Name: _____

Account Number: _____ ☐ Checking ☐ Savings

ABA (Routing) Number: _____ **VOIDED CHECK OR BANK LETTER IS REQUIRED**

Authorization & Signature

Upon election of EFT, you must register and use your Lincoln website to access your commission statement online.
The only negative adjustment the Company will make to your bank account would be to reverse a credit made in error. This type of transaction is rare, would only occur within 5 days of the initial credit and the Company would notify you of this transaction. It is understood that this agreement may be terminated by me or the Company at any time by written notification. Any such notification shall be effective only after receipt and processing by the Company. Compensation for registered insurance products can only be paid to broker dealers with effective selling agreements. Corporations applying for EFT must include signature and title of either the Corporation President, Vice President, or Principal.

_____ _____ _____

Signature **(Written Signature Required)** Title Date

_____

Printed Name