



**Aetna Health and Life
Insurance Company**

**Aetna Life
Insurance Company**

**American Continental
Insurance Company**

**Continental Life
Insurance Company
of Brentwood, Tennessee**

Aetna Companies

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Multipurpose Confidentiality Addendum and Producer Conduct Rule

from Aetna Health and Life Insurance Company,
Aetna Life Insurance Company,
American Continental Insurance Company, and
Continental Life Insurance Company of Brentwood, Tennessee

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WHEREAS, one or more of the above companies ("Company" or "Covered Entity" or collectively "Companies") may disclose confidential information, including Consumer Information, to parties with sales agreements with the Company, including without limitation, Agents, Producers, General Agents, Managing General Agents and Brokers (collectively referred to as "Producers"), in the performance of services for Company, and

WHEREAS, you ("Producer") have a sales agreement with the Company and may receive confidential information, and

WHEREAS, the receipt, use and re-disclosure of such information is governed by the Producer's sales agreement(s) with the Company and in accordance with such rules and regulations as the Company may establish covering the conduct of its business, and

WHEREAS, the receipt, use and re-disclosure of such information is subject to certain federal and/or state laws and regulations including, but not limited to, the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 ("Laws"), and

WHEREAS, the Company has established the following provisions as a Rule to govern the conduct of Producers in connection with confidential information, including Consumer Information.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, in the Producer's sales agreement(s), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Producer agree to the following:

SECTION I. Purpose

Company and Producer have entered into one or more sales agreements (each referred to as an "Agreement"), which may include without limitation, a Marketing General Agent, General Agent, Agent, Producer, or Broker Agreement. Under the Agreement, the Producer provides certain services to and solicits Products on behalf of Company. As such, Producer has and/or may receive individually identifiable information arising out of or related to the business activities of Company, which information is the type of information subject to Laws and the requirements of Sections II and/or III of this Addendum. To assure compliance with all applicable Laws, as defined below, and Company Rules, Company agrees to allow Producer to receive, retain and re-disclose, as applicable, such information as follows:

SECTION II. Use of Non-Public Information; Confidentiality

1. **Definitions.** When used in this section, the terms listed below shall have the following meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company, which product or service is intended to be used for personal, family or household purposes.
 - (b) "Consumer Information" means non-public personally identifiable financial and health information as those terms are defined by applicable Laws and this Addendum (i) provided by or on behalf of a Consumer to Company, including information obtained by Producer, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
 - (c) "Confidential Information" means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.
 - (d) "Laws" mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.

2. **Confidentiality Obligations and Representations.** Except as expressly authorized by prior written consent of the disclosing party, each party shall, and represents and warrants that it has the capacity to:
 - (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of the Company, as amended from time to time.
 - (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, Producers, advisors, affiliates or representatives of its Producers or advisors who have a need to know in connection with the Agreement. Confidential Information shall only be used in connection therewith.
 - (c) only use and disclose Consumer Information in order to (i) effect, administer, enforce or process transactions requested by a Consumer; (ii) adhere to certain regulatory requirements; (iii) evaluate each party's performance under this Addendum; or (iv) perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or redisclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
 - (d) prior to disclosing Consumer Information to an affiliate in order for the affiliate to perform services or functions pursuant to this Addendum, the disclosing party must restrict the affiliate from disclosing Consumer Information.
 - (e) prior to disclosing Consumer Information to a third party in order to perform services or functions under the Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Addendum.
 - (f) safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of Confidential Information and Consumer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information, and; (iii) protect against unauthorized access to or use of Confidential Information and Consumer Information.

3. Exceptions to Confidentiality

- (a) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Consumer information that:
- (i) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly from the disclosing party; or
 - (ii) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
- (b) The obligations of confidentiality and restrictions on use set forth in this section shall not apply to any Confidential Information (exceptions do not apply to Consumer Information) that:
- (i) was in the public domain prior to the date of this Addendum or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Addendum;
 - (ii) was lawfully received by the nondisclosing party from a third party free of any obligation of confidence;
 - (iii) was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
 - (iv) is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - (v) is subsequently and independently developed by employees, consultants or Producers of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Addendum.
- (c) Notwithstanding any provision in this Addendum to the contrary, nothing herein shall prevent the Company or Producer from disclosing to a potential insured or owners the existence, amount or components of any compensation a Producer is eligible to receive or receives for the sale and servicing of the Company's products. All Producers hereby agree to comply with all legal and regulatory requirements and Company policies and procedures concerning the disclosure of the Producer's compensation to potential insureds or owners. For the purposes of this paragraph, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, bonuses, trips and other awards, and any compensation directly or indirectly related to the sale and servicing of the Company's products.
4. **Equitable Relief.** Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Addendum. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Addendum without the requirement of posting a bond or other security.
5. **Audit.** Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
6. **Term.** The provisions of this section shall survive termination of the Addendum or of the Agreement.

SECTION III. Business Associate Provisions

1. Purpose.

In order to disclose certain information to Producer under this Addendum, some of which may constitute Protected Health Information ("PHI") (defined below), Company and Producer mutually agree to comply with the terms of this Addendum for the purpose of satisfying the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing privacy regulations at 45 C.F.R. Parts 160–164 ("HIPAA Privacy Rule") and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Security Standards"), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any regulations issued in connection with these provisions. Company and Producer agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. Producer recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act. All references in this section to Business Associates shall refer to Producer.

2. Definitions. The following terms shall have the meaning set forth below:

- (a) **ARRA.** "AARA" means the American Recovery and Reinvestment Act of 2009
- (b) **Breach.** "Breach" has the same meaning as the term "breach" in 45 C.F.R. 164.402. (c) C.F.R. "C.F.R." means the Code of Federal Regulations.
- (d) **Designated Record Set.** "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 160.501.
- (e) **Discovery.** "Discovery" shall mean the first day on which a Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate, to have occurred.
- (f) **Electronic Protected Health Information.** "Electronic Protected Health Information" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C.F.R. 160.103.
- (g) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. 164.502 (g).
- (h) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (i) **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
- (j) **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (k) **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. 164.304.
- (l) **Standard Transactions.** "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.
- (m) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

3. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed by Covered Entity in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate in accordance with Section 5.1 (c) of this Addendum.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum, including but not limited to the safeguards described in Section 3 (m) of this Addendum.
- (c) Business Associate agrees to mitigate, to the extent practicable, 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 Addendum.
- (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- (e) Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach. Business Associate's notification of a Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time. Without limiting Covered Entity's remedies under Section 6 or any other provision of this Addendum, in the event of a Breach involving Unsecured Protected Health Information maintained, used or disclosed by Business Associate, Associate shall reimburse Covered Entity for the cost of providing any legally required notice to affected Individuals and the cost of credit monitoring for such Individuals to extent deemed necessary by Covered Entity in its reasonable discretion.
- (f) In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information. In no event shall Business Associate, without Covered Entity's prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- (g) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity,

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to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Covered Entity's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).

- (h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. Business Associate shall not charge any fee for fulfilling requests for amendments. Covered Entity's determination of what Protected Health Information is subject to amendment pursuant to 45 C.F.R. 164.526 shall be final and conclusive.
- (i) Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.
- (j) Business Associate agrees to document such disclosures of Protected Health Information 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.
- (k) Business Associate agrees to provide to Covered Entity, in the time and manner described below, the information collected in accordance with Section 3(j) of this Addendum, 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. Business Associate agrees to provide such information to Covered Entity through a quarterly report.
- (l) Business Associate acknowledges that it shall request from the Covered Entity and so disclose to its affiliates, agents and subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time.
- (m) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (n) With respect to Electronic Protected Health Information, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Electronic Protected Health Information on behalf of Business Associate, agree to comply with the applicable requirements of Subpart C of 45 C.F.R. Part 164 by entering into a contract that complies with 45 C.F.R. Section 164.314.
- (o) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. Section 164.410.
- (p) If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (q) During the term of this Addendum, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Addendum.
- (r) Business Associate acknowledges that, as of the Effective Date of this Addendum, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Addendum and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (s) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (t) Business Associate shall encrypt all laptops, computers, or other portable electronic devices that are used by Business Associate in fulfilling

its obligations under this Agreement in a manner as to render Protected Health Information on such devices unreadable, undecipherable, or unusable.

4. Permitted Uses and Disclosures by Business Associate

4.1 General Use and Disclosure. Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform its obligations and services to Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise prohibited by this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise prohibited by this Addendum, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this Addendum.
- (c) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.
- (d) Business Associate shall not de-identify any Protected Health Information except as authorized by Covered Entity to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(l).

5. Obligations of Covered Entity

5.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5.2 Permissible Requests by Covered Entity. Except as may be set forth in Section 4.2, Covered Entity shall not request Business

Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

6. Term and Termination

(a) **Term.** The provisions of this Addendum shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, in accordance with Section 6(c)(i).

(b) **Termination for Cause.** Without limiting the termination rights of the Parties pursuant to the Agreement and upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity shall either:

- (i) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity,
- (ii) Immediately terminate the Agreement, if cure of such breach is not possible.

(c) Effect of Termination

- (i) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (ii) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall continue to extend the protection of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

7. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and any of Covered Entity's affiliates, directors, officers, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of or relating to any non-permitted use or disclosure of Protected Health Information, failure to safeguard Electronic Protected Health Information, or other breach of this Addendum by Business Associate or any affiliate, director, officer, employee, agent or subcontractor of Business Associate.

8. **Notices.** Any notices or communications to be given under this Agreement shall be made to the address and/or fax numbers given below:

To Business Associate: Per contract records

To Covered Entity: Aetna
HIPAA Member Rights Team
151 Farmington Avenue, RT65
Hartford, CT 06156
Fax: (859)280-1272
Email: HIPAAFulfillment@aetna.com

Each Party named above may change its address upon thirty (30) days written notice to the other Party.

9. **Miscellaneous**

- (a) **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) **Amendment.** Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend the Addendum in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the Parties may terminate the Agreement on thirty (30) days written notice to the other Party.
- (c) **Survival.** The respective rights and obligations of Business Associate under Sections 6(c) and 7 of this Addendum shall survive the termination of the Agreement.
- (d) **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency or conflict between this Addendum and any other agreement between the Parties, the terms, provisions and conditions of this Addendum shall govern and control.
- (e) **No third party beneficiary.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of Connecticut.