

LONG TERM CARE INSURANCE WORKSITE AGREEMENT

THIS LONG TERM CARE INSURANCE WORKSITE AGREEMENT (this “**Agreement**”) is entered into as of the ___ day of _____, 201___, between _____, a _____ (“**Employer**”), having an address of _____, and **TRANSAMERICA LIFE INSURANCE COMPANY**, an Iowa corporation (“**Transamerica**”), having an address of 2700 W. Plano Pkwy., Mail Stop 3A2, Plano, Texas 75075.

Employer and Transamerica hereby agree that Transamerica will offer long term care insurance to certain employees of Employer and members of their families in accordance with the terms and conditions of this Agreement.

A. **Long Term Care Insurance Policies offered by Transamerica.** Transamerica shall offer long term care insurance policies insured by Transamerica Life Insurance Company or one of its affiliates (the “**Policies**”) to employees of Employer (“**Employees**”) and their spouses, domestic partners, children over the age of 18, parents, grandparents, siblings and in-laws (“**Family Members**”) who, together with Employees are referred to herein as “**Eligible Individuals**”) subject to the terms and conditions of this Agreement and as provided in the Worksite Implementation Memo attached hereto (“**Worksite Implementation Memo**”). During the Term of this Agreement, Transamerica shall have the exclusive right to offer long term care insurance policies to Employees. Transamerica shall have no duties or responsibilities to Employer or any Employees except as specifically provided in this Agreement or as provided in the Policies. Transamerica shall have the exclusive right to offer Policies to Employees of Employer.

B. **No Guarantee of Commitment of Purchase.** Employer makes no commitment, promise or guarantee that any Eligible Individual will purchase any Policy from Transamerica.

C. **Effective Date and Term.** This Agreement shall be effective on _____ [SPECIFY DATE] (the “**Effective Date**”), and, unless earlier terminated as provided herein, shall remain in effect for an initial term of one year following the Effective Date (the “**Initial Term**”), and shall automatically renew for successive one-year terms (each a “**Renewal Term**”) at the end of the Initial Term or any Renewal Term, as applicable (the “**Term**”), unless either party gives written notice of termination at least 60 days prior to the end of the Term. This Agreement may be terminated by either party, for whatever reason, with or without cause, on 60 days written notice to the other party. Upon any termination of this Agreement, Transamerica may (but shall not be obligated to) continue to provide Policy coverage on a direct bill basis to any Eligible Individual who previously purchased a Policy pursuant to this Agreement, and may (but shall not be obligated to) offer Policies on a direct bill basis to any individual who was eligible to purchase a Policy as provided in this Agreement; Transamerica shall not be required to terminate any in-force Policy coverage upon termination of this Agreement for any reason.

D. **Policy Benefits, Terms and Conditions.** The Policies shall be individual long term care insurance policies issued by Transamerica or its affiliates, approved for sale by the appropriate state insurance authority, and made available for purchase generally by individuals in the various states in which individuals reside at the time of purchase. Nothing in this Agreement shall require Transamerica and its affiliates to offer any Policy for purchase by individuals in any state or require Transamerica to offer any Policy to any individual in any state in which it does not offer such Policy for purchase generally by individuals in that state. From time to time, Policies may not be available in certain states. All Policies shall be owned by the individual to whom the Policy is issued pursuant to this Agreement.

E. **Application for Enrollment and Underwriting Requirements.** The issuance of any Policy under this Agreement shall be subject to the Policy underwriting requirements established by Transamerica from time to time in its sole discretion (the “**Underwriting Requirements**”), as reflected in the Worksite Implementation Memo. The parties agree and acknowledge that (i) issuance of all Policies under this Agreement is subject to Transamerica’s Underwriting Requirements and that Underwriting Requirements may change during the Term of this Agreement; (ii) no Policy will be issued pursuant to this Agreement to any individual who does not meet the Underwriting Requirements; and (iii) Transamerica may use vendors and independent contractors in the application and underwriting process.

F. **Premium Rates.** Premiums charged on any Policy issued pursuant to this Agreement shall be charged at a discount of five percent (5%) off the Transamerica-approved and marketed rates for the relevant premium classes determined in accordance with applicable underwriting requirements (Preferred, Standard and Rated 1-2) as in effect for such Policy when issued. The Policies are guaranteed renewable, and notwithstanding anything in this Agreement, the premiums over the life of the Policies are subject to change in accordance with the terms and conditions thereof.

G. **Premium Collection and Billing.** As set forth in the Worksite Implementation Memo, Employer shall assist Transamerica with the collection of premiums on Policies from any Eligible Individual who purchases a Policy.

H. **Eligibility Information.** Unless otherwise agreed to by Transamerica, Employer shall provide Transamerica with the following information with respect to each Employee who is eligible to purchase a Policy under this Agreement: an employee identification number or the employee's first and last name, date of birth, gender, marital status, state of residence, date of hire, status as a full-time or part-time employee, job title and salary ("**Eligibility Information**"). Such information shall be provided on or before the Effective Date with respect to those Employees who will be eligible to purchase a Policy as provided in this Agreement on the Effective Date. Employer shall provide Transamerica with Eligibility Information on a [quarterly basis] for Employees who become eligible to purchase a Policy as provided in this Agreement following the Effective Date on a quarterly basis. All Eligibility Information shall be provided in a mutually agreeable format.

I. **Communications with Employees.** Employer shall permit Transamerica to communicate with Employees to publicize the availability of Policies as provided in this Agreement. Employer shall provide newly-hired Employees with materials regarding the availability of Policies, send emails to Employees regarding the availability of Policies on a voluntary basis, allow Transamerica to contact Employees at their worksite subject to such reasonable limitations as the parties may determine from time to time, and take such other actions as shall be reasonable to allow Transamerica to communicate the availability of the Policies to Employees without endorsing the Policies.

J. **Use of Employer Name and Marks.** During the Term, Transamerica shall have the limited, non-exclusive and non-transferable right to use Employer's name in communications with Employees. During the Term, and as approved by Employer in writing, Transamerica shall have the limited, non-exclusive and non-transferable right to use Employer's marks or logos in communications with Employees.

K. **Ownership of Marketing Materials.** Transamerica shall have exclusive title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any marketing materials developed or created by Transamerica employees or contractors in connection with this Agreement or the Policies ("**Transamerica Intellectual Property**"), expressly excluding any use of Employer's name. Transamerica shall have the sole right to obtain and to hold in its own name copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Transamerica Intellectual Property, and any extensions and renewals thereof.

L. **Compliance with Applicable Laws.** Employer shall be solely responsible for compliance with all laws that may be applicable as a result of any actions taken by Employer with respect to making Policies available to Employees, including but not limited to any applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Title VII of the Civil Rights Act of 1964 ("**Title VII**"), Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), and Patient Protection and Affordable Care Act ("**PPACA**").

M. **Confidential Information; HIPAA.** Transamerica shall comply in all material respects with all applicable state and federal laws (including without limitation regulations) concerning the confidentiality, privacy, or security of personally identifiable information created, received, or otherwise accessed by Transamerica in connection with any Policy issued or offered pursuant to this Agreement ("**Personally Identifiable Information**"). Transamerica further acknowledges that any "**Individually Identifiable Health Information**" (as defined by HIPAA) that it creates, receives (either directly or through its representatives), or otherwise accesses pursuant to this Agreement is "**Protected Health Information**" (as defined by HIPAA) and shall be treated accordingly. Transamerica shall not provide Protected Health Information to Employer beyond enrollment and disenrollment information (provided, however, that this restriction shall not apply in the event that an individual authorizes Employer to receive such information).

N. **Proprietary and Confidential Information.** Each party agrees to treat the other party's Proprietary and Confidential Information in strict confidence, and shall institute commercially reasonable safeguards to protect the other party's Proprietary and Confidential Information. For purposes of this Agreement, **Proprietary and Confidential Information** shall mean with respect to Employer, the Eligibility Information provided by Employer, and with respect to Transamerica, the systems, procedures, methodologies and practices used by Transamerica in connection with its underwriting, claims processing, claims payment, premium billing and Policy issuance and management activities. Both parties shall use and disclose Proprietary and Confidential Information of the other party solely for the purpose of carrying out the terms and conditions of this Agreement. This Agreement shall not be construed to restrict the use or disclosure of information that (i) is public knowledge other than as a result of a breach of this Agreement; (ii) is independently developed by a party not in violation of this Agreement; (iii) is made available to a party by any person other than the other party to this Agreement, provided the source of such information is not

subject to any confidentiality obligations with respect to it; or, (iv) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other party.

O. **Indemnification by Employer.** Employer shall indemnify, hold harmless and defend Transamerica (including its affiliates and their officers, directors, employees and agents) from and against any and all claims of any kind or nature whatsoever related to (1) any matter relating to the Agreement for which Employer is responsible; (2) Employer breach of its obligations under this Agreement except to the extent Employer acted in accordance with directions or instructions of Transamerica; and (3) the enforcement of the indemnification rights in this Section O. Transamerica shall not make any payment, assume any liability or incur any expenses, for which indemnification is requested without obtaining the prior written approval of Employer.

P. **Indemnification by Transamerica.** Transamerica shall indemnify, hold harmless and defend Employer (including its affiliates and their officers, directors, employees and agents) from and against any and all claims of any kind or nature whatsoever related to (1) any matter relating to the Agreement for which Transamerica is responsible; (2) Transamerica's breach of its obligations under this Agreement except to the extent Transamerica acted in accordance with directions or instructions of Employer; and (3) the enforcement of the indemnification rights in this Section P. Employer shall not make any payment, assume any liability or incur any expense, for which indemnification is requested without obtaining the prior written approval of Transamerica.

Q. **Governing Law.** This Agreement will be construed, enforced and governed by the laws of Iowa (other than any such laws that would result in the application of the laws of any other State or jurisdiction), provided, however, that nothing in this Agreement shall modify the application of law governing any Policy.

R. **Surviving Sections.** Notwithstanding any provision of the Agreement to the contrary, Sections K, L, M, N, O, P, Q, S, T, U, V, W and Y shall survive termination of this Agreement.

S. **Severability.** If any provision of this Agreement is found, held or deemed to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of this Agreement will continue in full force and effect.

T. **Entire Agreement/Construction.** This Agreement, including the Worksite Implementation Memo attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any previous understandings or agreements, whether written or oral, in respect of such subject matter. Whenever used in this Agreement, unless the context indicates otherwise, the singular will include the plural, the plural will include the singular and the male gender will include the female gender. Both parties have had the opportunity to review this Agreement and the opportunity to have this Agreement reviewed by their representatives and/or attorneys. Therefore, no rule of construction or interpretation that disfavors the party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted in accordance with the fair meaning of its terms. This Agreement may not be assigned by either party.

U. **Headings.** Headings in this Agreement are inserted solely for convenience of reference and will neither constitute a part of this Agreement nor affect its meaning, construction or intent.

V. **Waiver of Breach.** The waiver by any party of any provision of this Agreement or a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or any subsequent breach.

W. **Amendment.** No modification, amendment or waiver of any provision of this Agreement will be effective unless such amendment or waiver is in writing signed by Transamerica and Employer.

X. **Disputes.** Any dispute, controversy or claim between the parties arising out of or relating to this Agreement, regardless of the legal theory on which such dispute, controversy or claim is based, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitration shall be held in Dallas, Texas. The parties agree that this Agreement and the transactions contemplated hereby will have a material connection to interstate commerce and intend that the Federal Arbitration Act apply hereto.

Y. **Notice.** Any notices, consents or approvals required or permitted to be given hereunder will be deemed to be given and sufficient (i) three days after deposit in the United States mails, if sent via certified or registered letter, return receipt requested; (ii) one day after deposit with a reputable overnight delivery or courier service; or (iii) after receipt of confirmation or answerback, if sent by fax with written confirmation to the receiving party, in each case, to the respective addresses set forth below or such other address provided by either party in accordance with this section.

If to Employer: _____

Attention: _____
Cc: General Counsel

If to Transamerica: Transamerica Life Insurance Company
2700 West Plano Parkway
Mail Stop 3A2
Plano, Texas 75075
Attention: Dan Reese

The parties expressly agree and acknowledge that in each and every instance where any notice to be given hereunder is required to be in writing, either party may provide such written notice to the other party via e-mail, and any such e-mail will be deemed given and sufficient the next business day following dispatch.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

TRANSAMERICA LIFE INSURANCE COMPANY _____

By: _____
Print Name: _____
Title: _____

By: _____

