Standard Insurance Company
The Standard Life Insurance Company of New York
Individual Disability Insurance
Administrative Office: 1100 SW Sixth Avenue Portland OR 97204-1093

The Standard's Electronic Signature Program

The Standard allows producers and agencies, who are licensed and appointed to sell The Standard's individual disability insurance products, to use electronic signatures with our application and service forms. A vendor approved by The Standard must be used and the program requirements stated below must be met.

Approved Vendors

Producers and agencies can choose from the following vendors to electronically complete, sign and submit applications and service forms:

- DocuSign
- Adobe Sign (formerly EchoSign)
- OneSpan Sign (formerly eSignLive)
- RightSignature

Eligible Documents

- Applications and Authorizations
- Increase Option Applications and Authorizations
- Service Forms
- Policy Change Endorsements
- Policy Delivery Documents

Program Requirements

- The producer or agency must own an account with one of the approved vendors identified above.
- An electronic signature account owner or person authorized to sign legal contracts on behalf of the account owner must review, complete, sign and submit The Standard's **Electronic Transactions Certification (21309).** This certification must be completed only once for each electronic signature account.
  - The account owner can download PDFs of The Standard's eligible applications and forms from standard.com.
  - For Guaranteed Standard Issue (GSI) plans, The Standard provides the account owner with prefilled PDF files of required applications and forms.
- Each transaction must include a signed **Consent to Electronic Transactions and Signatures for The Standard (www.standard.com/eforms/21311.pdf)** for each person signing a document electronically. This is required by law under the Electronic Signatures in Global and National Commerce Act (ESIGN).
- All electronic signature transactions must include multi-factor authentication for all signers.
- All systems provided by the approved vendors will generate a report showing a complete audit trail for every completed transaction. This report provides a history of the transaction and includes record of identity authentication, email address, associated IP address, date, timestamp and name of signer. It must be included with every application and/or form submitted to The Standard.

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Electronic Transactions Certification

This Electronic Transactions Certification ("Certification") between Standard Insurance Company or The Standard Life Insurance Company of New York ("The Standard") and the agency named below ("Agency") is made effective on the date signed below ("Effective Date").

Section 1. Electronic Signature

1.1 Agency will establish a system in which its customers may use electronic signature technology to electronically sign and submit certain insurance records, such as applications for insurance or policy delivery acceptances, related to The Standard's insurance products. Agency will acquire, at its expense, any and all software and hardware necessary to maintain an electronic signature and record retention system to support electronic transactions.

1.2 Agency will utilize a third-party software vendor to develop the system used by it and will only use a vendor that is identified on The Standard's approved vendor list. Agency will receive The Standard's written approval prior to using a selected vendor with any of The Standard's insurance records. If Agency should develop its own system and not use a system designed by a third party vendor, Agency will allow The Standard to perform an assessment of the system to ensure applications and other policy forms are correctly displayed, the proper data elements are collected, and all functionality requirements set forth in this Certification are met.

Section 2. System Functionality

2.1 When implementing an electronic signature program, Agency will ensure the system complies with the following requirements:

(a) That the system allows the customer to electronically sign insurance records in a manner that is in accordance with ESIGN, UETA and any other applicable laws;

(b) That the system uses a multi-factor authentication method capable of demonstrating the customer using the electronic signature process is the intended signatory;

(c) That the system obtains the customer's signed consent to conduct transactions electronically prior to the execution of any insurance record;

(d) That the insurance record, upon migration into the system, is encrypted and hashed thereby protecting the integrity of the information when in transit or at rest;

(e) That the system allows the customer to opt-out of signing electronically and to complete the insurance record with a wet signature;

(f) That the system allows the customer to download and/or print a copy of the insurance record after execution;

(g) That the system has layers of physical, logical and administrative controls to prevent the insurance record from being altered without detection;

(h) That the system will retain a copy of each electronically signed record and certificate of completion for as long as required by ESIGN, UETA or other applicable law but for at least a period of not less than three (3) years from the transaction event; and

(i) That the system maintains an unaltered certificate of completion which contains information related to the identification markers associated with the electronic signature, such as name of signer, date and time stamps of signature, document status indicating signature completion, and the IP address used to access the system, and such certificate is provided to The Standard with each completed application and policy form.

Reset

Electronic Transactions Certification

Section 3. Data Security and Privacy

3.1 Agency may obtain personally identifying information, such as name, date of birth, Social Security number, income and health information, about a customer ("Personal Information") through electronic applications and service forms. Agency will keep this Personal Information strictly confidential and will comply with all applicable federal and state laws related to privacy and security when obtaining and using Personal Information.

3.2 Agency will maintain a written information security program compliant with applicable federal and state laws. Such program will include implementing and maintaining reasonable physical, electronic and procedural security measures (i) to ensure the confidentiality of Personal Information, (ii) to protect against any anticipated threats or hazards, and (iii) to protect against unauthorized access to or use of Personal Information that could result in substantial harm or inconvenience to any customer.

3.3 Agency will notify The Standard as expediently as possible, and in any event no later than three (3) calendar days after discovery, of any unauthorized access to, use or disclosure of Personal Information related to any insurance records of The Standard. Such notice will be given via email to **DIChanges@standard.com** or for Guaranteed Standard Issue plans, email **gsi_issue@standard.com**. Agency will give The Standard the following information regarding the incident within five (5) calendar days after discovery: a description of what happened, a description of the types of Personal Information involved, and the name of each individual whose Personal Information has been, or reasonably believed to have been, involved. Agency agrees to bear the expense of any investigation of the incident and to mitigate any harmful effects, including providing affected individuals with identity theft protection.

Section 4. General

4.1 This Certification becomes effective on the Effective Date and may be terminated: (1) by either party by giving thirty (30) days prior written notice to the other party; (2) by either party immediately for a material breach of this Certification by the other party; or (3) by mutual agreement by the parties at any time. Upon termination for any reason, Agency will immediately cease using The Standard's application and service forms on Agency's system.

4.2 Agency agrees to indemnify and hold harmless The Standard, its officers, directors and employees from any and all loss, expense, cost of litigation, including attorney's fees, or damage as a result of any claim or demand made against The Standard arising out of or related to Agency's breach of this Certification, a security incident involving the breach of Personal Information that is stored on the system used by Agency and that is related to a customer of The Standard, Agency's negligent or willful misconduct in relation to use of Agency's system, or Agency's infringement of any intellectual property rights of a third party.

4.3 To ensure adequate financial resources in the event of a security incident, Agency must maintain adequate insurance against cybersecurity liabilities.

4.4 This Certification will be construed in accordance with and governed by the laws of the State of Oregon without giving effect to any conflict of law principles.

Agency

Electronic Signature Account Owner Name _____

Electronic Signature Vendor Name _____

Account Owner's Email Address _____

Account Owner or Legally Authorized Representative Signature _____ Date _____

Printed Name _____ Title _____

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