

The Standard®

The Standard Life Insurance Company of New York

New York Cybersecurity Addendum

This New York Cybersecurity Addendum (this "Addendum"), effective March 1, 2019, is an addendum to and is incorporated into the Producer Sales Contract or Omnibus Group Commission Agreement ("Producer Contract"), which You as a producer entered into with The Standard Life Insurance Company of New York ("The Standard") related to Your New York appointment.

- 1. **New York Cybersecurity Regulations**. In accordance with the New York Department of Financial Services interpretation of the New York Cybersecurity Regulations, 23 NYCRR 500.00 et seq., ("NY Cybersecurity Regulations"), You may be a Third Party Service Provider of The Standard to the extent that You maintain, process or are provided access to Nonpublic Information in connection with providing services to Your customers with The Standard. Accordingly, You must comply with the NY Cybersecurity Regulations applicable to you as a Third Party Service Provider including, but not limited to, the requirements outlined in this Addendum.
- 2. **Information Cybersecurity Program**. You must, at Your own cost and expense, establish, adhere to, and maintain a written information cybersecurity program to protect the integrity, availability, security and confidentiality of Nonpublic Information in accordance with industry standards and the NY Cybersecurity Regulations. This includes, but is not limited to:
 - a. identification, assessment and remediation of internal and external cybersecurity risks that may threaten the security or integrity of Nonpublic Information stored on Your or The Standard's Information Systems and the remediation of such risks;
 - b. implementation and use of defensive infrastructure and policies and procedures to protect Your and The Standard's Information Systems and the Nonpublic Information stored on Information Systems, from unauthorized access, use or other malicious acts, including:
 - access controls, including use of Multi-Factor Authentication as required by Section 500.12 of the NY Cybersecurity Regulations, to limit access to Information Systems and Nonpublic Information;
 - ii. use of encryption to protect Nonpublic Information as required by Section 500.15 of the NY Cybersecurity Regulations;
 - iii. notice to The Standard in the event of a Cybersecurity Event directly impacting The Standard's Information Systems or Nonpublic Information held by You; and
 - c. detection of Cybersecurity Events, remediation of any negative effects of a Cybersecurity Event through appropriate response, and restoration of normal operations and services.
- 3. **Security Assessments**. The Standard may conduct a risk assessment of You to evaluate the adequacy of Your cybersecurity practices as a Third Party Service Provider under the NY Cybersecurity Regulations, as applicable to You. You will participate in The Standard's

security assessment and will provide any requested documentation, including any requested attestation or documentation of an external security assessment. You will also provide accurate and current responses to questions raised by The Standard, and if any security gaps are identified, you will remediate them as required by The Standard. We may perform periodic assessments to evaluate the continued adequacy of Your cybersecurity practices and we may further modify Your Producer Contract with additional security requirements. You will not materially weaken Your security practices as described in the security assessment without The Standard's consent.

- 4. **Cybersecurity Event**. You must notify The Standard within 24 hours following discovery of any potential or actual Cybersecurity Event involving The Standard's Information Systems or Nonpublic Information by contacting us at informationsecurity@standard.com or as otherwise directed by The Standard. You will provide all necessary assistance requested by The Standard to evaluate the incident and work with The Standard to determine an appropriate response. You will indemnify and reimburse The Standard for costs and expenses incurred by The Standard in connection with the Cybersecurity Event.
- 5. **Definitions**. All capitalized terms used in this Addendum not otherwise defined herein have the meaning set forth in the Producer Contract or the NY Cybersecurity Regulations, as applicable.
- 6. **Right to Terminate Producer Contract**. The Standard has the right to terminate Your Producer Contract at any time should You fail to meet the requirements of this Addendum or any security requirements requested by The Standard.