



## **Contracting Checklist of United of Omaha**

In order to complete the contracting process, please closely follow the checklist below. Each question **MUST BE ANSWERED** on all forms including correspondence to 'yes' answered background questions. If a question does not apply to you, place the abbreviation "N/A" in the blank.

- Signed and Completed Background and Information Sheet
- Signed and Completed General Agent Agreement
- Signed Fair Credit Reporting Act Disclosure
- Direct Deposit Form with Voided Check (*optional*)
- Signed Advance Agreement (*optional*)
- Send a copy of your most current AML certification or date of completion if done through LIMRA.
- Send proof of your E&O Coverage (*Required*)
- Signed Special Agent Agreement (*Only sign if appointing as a corporation*)
- Send a copy of your **CURRENT LICENSE!** (*Send a copy of your agency license if appointing as a corp.*)

### **State Appointment Fees May Apply!!!**

Send the above information to SMiG:

**By Email:**        [contracts@smig-inc.com](mailto:contracts@smig-inc.com)

**By Fax:**            314-685-8013

**By Mail:**        Senior Marketing Insurance Group  
712 N 2<sup>nd</sup> St, Suite 310  
Saint Louis, Mo, 63102

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at:  
**1-866-345-0109.**



### General Agent Contract Checklist

Individual/Entity Name: \_\_\_\_\_

#### REQUIRED DOCUMENTS FOR CONTRACTING

- General Agent Agreement – Return Signature Page Only**
  - Signature Page Signed & Dated
  - Full Name Printed or Typed
  - Tax Identification Number Section Completed
  - Certification Section Completed, Signed & Dated
  
- Background & Information Sheet**
  - Personal Section Completed
  - Business Section Completed
  - Errors & Omissions Information Completed
  - Background Experience Questions 1 and 2 Answered
  - Answering “YES” to either question requires a written, signed and dated explanation.
  - Signed & Dated
  
- Fair Credit Reporting Act Disclosure**
  - Signed & Dated
  
- Direct Deposit Authorization**
  - Completed, Signed & Dated
  - Voided Check or Deposit Slip Attached
  
- Current State Licenses**
  - ALL States in Which General Agent Will Be Soliciting Business  
NOTE: For contracted entities who will not sell, solicit, negotiate or hold themselves out as an insurance agency, no license is required except in the following states:
    - Corporations: GA, MA, MT, NM, PA, UT, VA
    - Individuals: GA, KS, MA, MT, NM, PA, UT, VA
  
- Long Term Care Training Certificate (Required if contracting to sell Long Term Care)**
  - If contracting to sell Long Term Care products in states that have Partnership or Producer Training Requirements, agent must complete their resident state’s initial and refresher training requirements **before soliciting** any Long Term Care policies.
  - Provide a copy of the initial training certificate **AND**
  - Refresher training certificate (if applicable)
  
- Anti-Money Laundering Certification (if applicable\*\*)**  
\*\*If new producer-certification must be completed after production number is assigned and Sales Professional Access logon is granted.
  
- Florida Counties (if applicable\*\*\*)**  
\*\*\*The state of Florida requires that *non-resident producers physically soliciting* business in FL must also hold appointments in each of those counties. Please mark one of the following:
  - Producer will not be physically soliciting in Florida **OR**
  - Producer will be physically soliciting in the following Florida Counties \_\_\_\_\_



**ALL MATERIALS MUST BE RETURNED TO YOUR MASTER GENERAL AGENCY TO CONTINUE THE CONTRACTING PROCESS**

**Master General Agency:** Transmittal Form(s) must accompany all General Agent contracting paperwork.

## GENERAL AGENT AGREEMENT

This General Agent Agreement (“Agreement”) is between the undersigned General Agent (“GA”) and each insurance company which executes this Agreement (each a “Company”).

If more than one Company executes this Agreement with GA, GA and each such Company agree that there shall be two or more separate and distinct agreements between GA and each such executing Company. The rights, duties, obligations and responsibilities of each Company under this Agreement are separate and distinct from the duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between GA and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Agreement.

### SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.**
  1. **For Each Product.** GA’s compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.
  2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
    - (a) GA is licensed and appointed in accordance with laws and Company procedures,
    - (b) the Product is actually issued, delivered to and accepted by the customer,and
    - (c) the premium for the Product is paid to the Company.
  3. **Compensation After Termination.** GA shall not be entitled to any compensation after the Termination Date of this Agreement, except for:
    - (a) Vested Compensation,

and

- (b) any net credit balance in GA's account for compensation earned as of the Termination Date.
4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:
- (a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
  - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
  - (c) does any act which results in the suspension or revocation of GA's insurance license.

**C. GA'S DUTIES.**

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.

7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the

time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. **LIMITATIONS.** GA, either directly or through its employees or Other General Agents, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. **COMPENSATION ADMINISTRATION.**

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination

Date, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.

3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmaturred. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
  4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
  5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. **INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties

under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

J. **GENERAL.**

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

**Producer Services  
Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175-0001**

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and

Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.

9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
  10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
  11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
  12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. **DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.
1. **"Authorized Representative"** means the Chief Executive Officer or President of a Company or an individual authorized in writing by the Chief Executive Officer or President.
  2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
  3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.
  4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.

5. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **“Termination Date”** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

**[Remainder of page intentionally left blank]**



**TO BE COMPLETED BY GENERAL AGENT  
 FOR ALL STATES EXCEPT NEW YORK**



<b>GENERAL AGENT</b>	
By: _____ <small>(Signature always required)</small>	
Printed Name: _____ <small>(Same as signature above)</small>	
Title: _____	
General Agent: _____ <small>(As it appears on license)</small>	
DBA: _____ <small>(If applicable)</small>	
Date: _____	
Designated Beneficiary _____	

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

<b>Social Security Number</b>						
			+		+	

or

<b>Employer Identification Number</b>						
	+					

**Certification**

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7)).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.**

<b>Sign Here</b>	Signature of U.S. person →	Date →
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**TO BE COMPLETED BY GENERAL AGENT  
FOR NEW YORK ONLY**



**GENERAL AGENT**

By: \_\_\_\_\_  
(Signature always required)

Printed Name: \_\_\_\_\_  
(Same as signature above)

Title: \_\_\_\_\_

General Agent: \_\_\_\_\_  
(As it appears on license)

DBA: \_\_\_\_\_  
(If applicable)

Date: \_\_\_\_\_

Designated Beneficiary \_\_\_\_\_



**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

**Social Security Number**

			+		+				
--	--	--	---	--	---	--	--	--	--

or

**Employer Identification Number**

		+							
--	--	---	--	--	--	--	--	--	--

**Certification**

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7)).

**Certification instructions.** You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.**

<b>Sign Here</b>	<b>Signature of U.S. person →</b>	<b>Date →</b>
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**MUTUAL OF OMAHA INSURANCE COMPANY  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
UNITED WORLD LIFE INSURANCE COMPANY  
OMAHA LIFE INSURANCE COMPANY  
OMAHA INSURANCE COMPANY**



**GENERAL AGENT AGREEMENT**

**MUTUAL OF OMAHA INSURANCE COMPANY  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
UNITED WORLD LIFE INSURANCE COMPANY  
OMAHA LIFE INSURANCE COMPANY  
OMAHA INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please do not complete this page. If approved, you will receive an executed copy of this contract page.



**GENERAL AGENT AGREEMENT**

<p><b>MUTUAL OF OMAHA INSURANCE COMPANY COMPANION LIFE INSURANCE COMPANY</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Please do not complete this page. If approved, you will receive an executed copy of this contract page.

## CONFIDENTIALITY AND SECURITY AMENDMENT

This Confidentiality and Security Amendment (this "Amendment") is made part of and incorporated into the General Agent Agreement between GA and Company ("Agreement") and is effective on the later of March 1, 2010 or the effective date of the Agreement. This Amendment revokes and replaces in its entirety any prior Confidentiality and Privacy Amendment made a part of and incorporated into the Agreement. To the extent any provisions of the Agreement conflict with or are inconsistent with any provisions of this Amendment, the provisions of this Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

A. **Definitions.** Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Agreement.

1. **"Business Information"** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the Company. Business Information does not include (i) information similar to Business Information which is independently owned and developed by GA or (ii) information relating to direct or indirect compensation payable, paid or provided to GA under the Agreement.
2. **"Confidential Information"** means Business Information and Personal Information.
3. **"HIPAA Privacy and Security Rules"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164 and the Security Standards at 45 CFR part 160, part 162 and part 164, as may be amended from time to time.
4. **"Information Security Breach"** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
5. **"Personal Information"** means a first name or initial and last name in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past or present physical and mental health condition and treatment, debt status or history, income and other similar individually identifiable personal information which is not publicly available. The term "Personal Information" includes, but is not limited to, Protected Health Information.

6. **“Protected Health Information”** shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
7. **“Representatives”** means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of GA.
8. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information in, or interference with system operation in, an electronic information system containing Confidential Information.

**B. GA’s Obligations Regarding Confidential Information.**

1. **Confidentiality.** GA agrees to retain all Confidential Information in strict confidence. GA will not use, disclose, transmit, store or transport Confidential Information except for purposes related to GA’s performance of obligations under the Agreement. GA is responsible to Company for any Information Security Breach by its Representatives.
2. **Reporting Unauthorized Use, Disclosure or Information Security Breach.** GA agrees to report each of the following to Company:
  - (a) any use, disclosure or Information Security Breach of Confidential Information not authorized or provided for by the Agreement; and
  - (b) any successful Security Incident of which it becomes aware.

Any report made pursuant to this Section (2)(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that GA becomes aware of such unauthorized use, disclosure, Information Security Breach or successful Security Incident. GA shall take action(s) requested by Company to mitigate any such unauthorized use, disclosure, Information Security Breach or Security Incident.

3. **Return of Confidential Information.** GA will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if the GA is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the expiration of the GA’s record retention requirements. Upon written request of Company, the destruction or return of the Confidential Information shall be confirmed in writing. If the return or destruction of the Confidential Information is not feasible, the protections of the Agreement shall be extended for so long as GA maintains the Confidential Information. GA’s use and disclosure of such Confidential Information shall be limited to

those purposes that make the return or destruction of the Confidential Information not feasible.

4. ***Disposal of Confidential Information.*** GA agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.

C. **Permitted Uses and Disclosures of Confidential Information by GA.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal laws or regulations, GA may use, disclose, transmit, store and transport Confidential Information:

- (a) for the proper management and administration of GA's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or GA obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person;
- (b) to carry out the legal responsibilities of GA; and
- (c) to its Representatives if the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby.

D. **GA's Additional Obligations Regarding Protected Health Information.** GA agrees as follows:

1. to implement administrative, physical, and technical safeguards that 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 the Company.
2. at the request of and in the time and manner designated by Company, to provide access to Protected Health Information to Company, or as directed by Company, to an individual in order to meet the requirements of the HIPAA Privacy and Security Rules.
3. to make any amendment(s) to Protected Health Information that the Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by the Company.
4. to document any disclosure of Protected Health Information, and upon request in the time and manner designated by Company make any information about the disclosure of Protected Health Information available

to Company in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules.

5. to make its internal practices, books and records relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining the Company's compliance with the HIPAA Privacy and Security Rules.
6. upon written request of Company, provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

E. **General Security Requirements.** When storing Confidential Information, GA shall comply with the following requirements:

1. GA shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, shall have the following elements:

(a) Secure user authentication protocols that include:

1. control of user IDs and other identifiers;
2. a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
3. control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
4. restricting access to active users and active user accounts only;
5. blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
6. prohibitions against sharing or migrating access privileges to another individual; and
7. assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.

(b) Secure access control measures that:

1. restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
  2. assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
2. To the extent technically feasible, GA will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.
3. GA will monitor systems for unauthorized use of or access to Confidential Information.
4. GA will encrypt all Confidential Information stored on laptops or other portable devices.
5. For files containing Confidential Information on a system that is connected to the Internet, GA will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
6. GA will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
7. GA will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
  - (a) GA will designate one or more employees to maintain the comprehensive information security program.
  - (b) GA will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.

- (c) GA will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.
- (d) GA will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.
- (e) GA will have processes in place to prevent terminated employees from accessing records containing Confidential Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

F. **PCI-DSS Requirements.** GA will not store any credit or debit card data. If GA transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, GA will employ safeguards that comply with the Company's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time, or otherwise protect the data by adequately securing its transmission.

G. **General Provisions.**

1. **Compliance with Laws.** GA shall comply with its obligations under the Agreement, this Amendment and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
2. **Amendment.** This Amendment shall be amended to conform to any legal requirements that result from any changes, revisions or replacements of any applicable state or federal law or regulation as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Amendment in its sole discretion upon notice to GA without the consent of GA. In the event of a conflict between the requirements of this Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.
3. **Disclosures Required By Law or a Governmental Authority.** If either party is required to disclose Confidential Information in response to legal process or a governmental authority, such party shall immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to

ensure that confidential treatment shall be accorded such Confidential Information.

4. **Survival.** The respective rights and obligations of GA under this Amendment shall survive the termination of the Agreement.
5. **Cost of an Information Security Breach.** GA shall be responsible for the costs associated with an Information Security Breach that results from the failure of GA's information security program or GA's failure to comply with federal or state laws. GA will cooperate with Company to mitigate any damages that may result.
6. **Termination for Violation of this Amendment.** Company may terminate the Agreement, effective immediately upon notice to GA, if GA has violated the terms of this Amendment.

Acknowledged by Company:

By: 

Name: Rachelle Bruning

Title: Vice President Policyowner Services

**MUTUAL OF OMAHA INSURANCE COMPANY AND ITS AFFILIATES  
BACKGROUND AND INFORMATION SHEET**

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address (must be a physical street address): \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ (optional) E-mail Address: \_\_\_\_\_ (optional)

Business Name: \_\_\_\_\_  
(if applicable)

Personal Business Address: \_\_\_\_\_

**\*Note** – All correspondence (including compensation statements), will be mailed to the personal business address indicated. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.

Address for overnight packages (cannot be a P.O. Box): \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Please identify your Master General Agency (if applicable): \_\_\_\_\_

**Errors and Omission Insurance Information:**

In accordance with the requirements of Mutual of Omaha and its affiliates, I agree to maintain professional liability insurance (referred to as Errors & Omissions coverage) covering the sales and service of Mutual of Omaha and its affiliates insurance products.

The coverage is with \_\_\_\_\_  
Carrier Name

In the amount of \$ \_\_\_\_\_

I will promptly notify Mutual of Omaha and its affiliates of any cancellation or major modifications to my coverage.

**BACKGROUND EXPERIENCE. Note: Please read each question carefully. Failure to answer "Yes" below, when appropriate, may result in the denial of your request to be contracted.**

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA (formerly known as the NASD), SEC or any other regulatory authority?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

PROVIDE A WRITTEN EXPLANATION AND APPLICABLE SUPPORTING DOCUMENTATION (i.e., court documents, insurance department documents, etc.) FOR ANY QUESTION TO WHICH YOU RESPONDED "YES". Please be sure to date and sign the written statement.

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Date

**FAIR CREDIT REPORTING ACT DISCLOSURE**

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, "Mutual of Omaha") will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer. We will obtain these consumer reports from:

First Advantage Corporation  
100 Carillon Parkway, Suite 100  
St. Petersburg, FL 33716

"Consumer report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

**For residents of California, Minnesota and Oklahoma:** You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.  
 Yes, please provide me a copy of the consumer report

**For New York:** You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

**CANDIDATE'S STATEMENT – READ CAREFULLY**

Mutual of Omaha is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

**AUTHORIZATION**

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**MUTUAL OF OMAHA INSURANCE COMPANY  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
UNITED WORLD LIFE INSURANCE COMPANY  
OMAHA INSURANCE COMPANY  
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment (“Amendment”) is part of the General Agent Agreement or Representative Agreement (“Agreement”) between General Agent or Representative (“GA/Rep”) and each insurance company which executes this Amendment (each a “Company”), and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company health insurance Products.

**A. COMMISSION ADVANCES.**

1. Company agrees to provide GA/Rep with advances of certain first year commissions (“Advances”) upon issuance of certain health insurance Products.
2. GA/Rep may receive Advances on certain health insurance Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business or affiliate replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company’s sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement.

**B. PAYMENT OF ADVANCES.** Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or other persons or entities in GA/Rep’s down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

**C. REPAYMENT OF ADVANCES.**

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
  - (a) Advances made on policies which do not issue,
  - (b) Advances made with respect to premium which is refunded for any reason, and
  - (c) Advances made with respect to premium which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

**D. AMENDMENT TO INDEMNIFICATION PROVISION.** Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

“In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company.”

**E. COLLECTION COSTS.** In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

**F. TERMINATION.** This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

**G. MISCELLANEOUS.**

1. This Amendment shall only apply to applications submitted by a GA/Rep who has an active contract, license, and applicable state appointment with Company at the time the GA/Rep submits an application to Company.
2. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
3. All commission calculations will be based on Company records.
4. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
5. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
6. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
7. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SELECTION OF ADVANCE COMMISSION OPTION.** Please select one of the advance commission options from the choices below and acknowledge your choice by placing your initials beside your selection. All choices are for advance of commission upon the issuance of an eligible Product.

6 Month Advance Options		
Initial Here	Maximum Amount per Policy	For Internal Use
	\$1,000	QZ3, QZ4, QZ5
	\$2,000	QZ6, QZ7, QZ8
	\$3,000	RA4, RA5, RA6

OR

9 Month Advance Options		
Initial Here	Maximum Amount per Policy	For Internal Use
	\$1,000	QR2, QR3, QR4
	\$2,000	QR8, QR9, QS1
	\$3,000	QS5, QS6, QS7
	\$4,000	RA7, RA8, RA9

OR

12 Month Advance Options		
Initial Here	Maximum Amount per Policy	For Internal Use
	\$1,000	QR5, QR6, QR7
	\$2,000	QS2, QS3, QS4
	\$3,000	QS8, QT1, QS9
	\$4,000	QT2, QT3, QT4
	\$5,000	RB1, RB2, RB3

Initial only one option

**MUTUAL OF OMAHA INSURANCE COMPANY  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
UNITED WORLD LIFE INSURANCE COMPANY  
OMAHA INSURANCE COMPANY  
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

<b>GENERAL AGENT/REPRESENTATIVE</b>	
BY: _____ (Signature always required)	SOCIAL SECURITY or TAX ID NUMBER: _____
	
PRINTED NAME: _____	
TITLE: _____	DATE: _____

**Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.**

<b>MASTER GENERAL AGENCY</b>	
I approve of the Advance of Commission pursuant to this Agreement.	
BY: _____ (Signature always required)	
PRINTED NAME: _____	
TITLE: _____	DATE: _____

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.

**UNITED OF OMAHA LIFE INSURANCE COMPANY  
LIFE ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment (“Amendment”) is part of the General Agent Agreement or Representative Agreement (“Agreement”) between General Agent or Representative (“GA/Rep”) and Company which executes this Amendment and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company life insurance Products.

**A. COMMISSION ADVANCES.**

1. Company agrees to provide GA/Rep with advances on certain first year commissions (“Advances”) upon issuance of certain life insurance Products.
2. GA/Rep may receive Advances on certain life insurance Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company’s sole discretion. Payment of Advances will be included with regular commission payments made pursuant to the terms of the Agreement.

**B. PAYMENT OF ADVANCES.** Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or any other persons or entities in GA/Rep’s down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

**C. REPAYMENT OF ADVANCES.**

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
  - (a) Advances made on policies which do not issue,
  - (b) Advances made with respect to premium which is refunded for any reason, and
  - (c) Advances made with respect to premium, which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

**D. AMENDMENT TO INDEMNIFICATION PROVISION.** Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

"In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company."

**E. COLLECTION COSTS.** In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

**F. TERMINATION.** This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

**G. MISCELLANEOUS.**

1. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
2. All commission calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

H. **SELECTION OF ADVANCE COMMISSION OPTION.** Please select one of the advance commission options from the choices below and acknowledge your choice by placing your initials beside your selection. All choices are for advance of commission upon the issuance of an eligible Product.

6 Month Advance Options		
Initial Here	Maximum Amount per Policy	For Internal Use
	\$1,000	QV7
	\$2,000	QV9
	\$3,000	RC1

OR

9 Month Advance Options		
Initial Here	Maximum Amount per Policy	For Internal Use
	\$1,000	QV8
	\$2,000	QW1
	\$3,000	QW2
	\$4,000	RC2

Initial  
only  
one  
option

**UNITED OF OMAHA LIFE INSURANCE COMPANY  
LIFE ISSUE ADVANCE COMMISSION AMENDMENT**

**Please Note: The Debt Verification Authorization form must also be signed and must accompany this signature page before advancing will be considered for approval.**

<b>GENERAL AGENT/REPRESENTATIVE</b>	
BY: _____ (Signature always required)	SOCIAL SECURITY or TAX ID NUMBER: _____
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

**Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.**

<b>MASTER GENERAL AGENCY</b>	
I approve of the Advance of Commission pursuant to this Agreement.	
BY: _____ (Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.

## DEBT VERIFICATION AUTHORIZATION

Mutual of Omaha Insurance Company and its affiliates (together, "Mutual of Omaha") are a Vector One subscriber. Accordingly, as part of the contracting and appointment process and determination of eligibility for advancement of commissions, Mutual of Omaha will conduct a Vector One Debit-Check search on Vector One's Debit-Check.com secured web portal to determine if another insurance carrier has reported that you have an outstanding commission-related debit balance. Mutual of Omaha will consider the results of the Vector One Debit-Check search in order to determine your eligibility to be contracted and appointed, or to receive advanced commissions as an insurance producer. We will obtain the Vector One Debit-Check report from:

Vector One Operations, LLC  
P.O. Box 12368  
Scottsdale, AZ 85267  
(800) 860-6546

**For California, Minnesota and Oklahoma:** You have a right to request a copy of the results of the Vector One Debit-Check search.

Yes, please provide me a copy of the results of the Vector One Debit-Check search.

### CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to obtain and conduct a Vector One Debit-Check search through Vector One Operations, LLC's Debit-Check.com secured web portal to determine if another insurance carrier has reported that I have an outstanding commission-related debit balance. I understand that Mutual of Omaha will consider the results of the Vector One Debit-Check search in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

### AUTHORIZATION

I authorize Vector One Operations, LLC to furnish the results of its Debit-Check.com search to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**COMPENSATION/PRODUCT SCHEDULE  
MUTUAL OF OMAHA INSURANCE COMPANY  
MEDICARE SUPPLEMENT**

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is in effect on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Medicare Supplement product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

**A. COMMISSION**

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliated Company: Mutual of Omaha Insurance Company
- Application and Premium Submitted to: Mutual of Omaha Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

**POLICY FORM: MM20, MM21, MM22, MM23, MM24, MM25, MM30 and State Equivalents and State Special Plans**

Alaska, Hawaii, Rhode Island, District of Columbia	Under Age 65	Age 65+		
	All Policy Years	Policy Years		
		1 - 6	7 - 10	11+
All Plans				
	<b>New Business, Internal &amp; External Replacements (Open Enrollment, Underwritten)</b>			
Commission Rate	0.0%	22.0%	8.5%	0.0%
	<b>Affiliate Replacements (Open Enrollment, Underwritten)</b>			
Commission Rate	0.0%	16.5%	6.375%	0.0%
	<b>New Business, Internal, External &amp; Affiliate Replacements (Guaranteed Issue)</b>			
Commission Rate	0.0%	11.0%	4.25%	0.0%

Florida	Under Age 65			Age 65+		
	Policy Years			Policy Years		
All Plans	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Guaranteed Issue, Open Enrollment, Underwritten)</b>					
Commission Rate	3.0%	1.4%	0.0%	15.0%	7.0%	0.0%
	Affiliate Replacements <b>(Guaranteed Issue, Open Enrollment, Underwritten)</b>					
Commission Rate	2.25%	1.05%	0.0%	11.25%	5.25%	0.0%

Idaho	Under Age 65	Age 65 - 80			
	All Policy Years	Policy Years			
All Plans		1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>				
Commission Rate	0.0%	18.0%	18.0%	5.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>				
Commission Rate	0.0%	13.5%	13.5%	3.75%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>				
Commission Rate	0.0%	9.0%	9.0%	2.5%	0.0%
	Age 81+				
	Policy Years				
	1	2 - 6	7 - 10	11+	
	New Business, Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>				
Commission Rate	9.0%	9.0%	2.5%	0.0%	
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>				
Commission Rate	6.75%	6.75%	1.875%	0.0%	
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>				
Commission Rate	4.5%	4.5%	1.25%	0.0%	

<b>Illinois</b>	Under Age 65			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	10.8%	10.8%	3.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	8.1%	8.1%	2.25%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>			
Commission Rate	5.4%	5.4%	1.5%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	18.0%	18.0%	5.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	13.5%	13.5%	3.75%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>			
Commission Rate	9.0%	9.0%	2.5%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	9.0%	9.0%	2.5%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	6.75%	6.75%	1.875%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>			
Commission Rate	4.5%	4.5%	1.25%	0.0%

<b>Missouri</b>	All Ages			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	21.0%	11.0%	5.0%	0.0%
	Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	11.0%	11.0%	5.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>			
Commission Rate	11.0%	11.0%	5.0%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>			
Commission Rate	15.75%	8.25%	3.75%	0.0%

<b>New York</b>	All Ages		
	Policy Years		
All Plans Except C, D, G	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment)</b>		
Commission Rate	15.0%	7.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment)</b>		
Commission Rate	11.25%	5.25%	0.0%

<b>New York</b>	All Ages		
	Policy Years		All Policy Years
Plan G	1	2+	
	New Business <b>(Open Enrollment)</b>		Internal & External Replacements <b>(Open Enrollment)</b>
Commission Rate	6.5%	4.75%	
	Affiliate Replacements <b>(Open Enrollment)</b>		
Commission Rate	3.5625%	3.5625%	

New York	All Ages			
	Policy Years		All Policy Years	All Policy Years
Plans C, D	1	2+		
	New Business <b>(Open Enrollment)</b>		External Replacements <b>(Open Enrollment)</b>	Internal Replacements <b>(Open Enrollment)</b>
Commission Rate	6.5%	4.75%	4.75%	2.375%
	Affiliate Replacements <b>(Open Enrollment)</b>			
Commission Rate	3.5625%	3.5625%		

Tennessee	Under Age 65			Ages 65 - 80			
	Policy Years			Policy Years			
All Plans	1	2 - 6	7+	1	2 - 6	7 - 10	11+
	New Business <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	4.5%	2.25%	0.0%	18.0%	18.0%	5.0%	0.0%
	Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	2.25%	2.25%	0.0%	18.0%	18.0%	5.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	1.6875%	1.6875%	0.0%	13.5%	13.5%	3.75%	0.0%
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>						
Commission Rate	2.25%	1.125%	0.0%	9.0%	9.0%	2.5%	0.0%
	Ages 81+						
	Policy Years						
	1	2 - 6	7 - 10	11+			
	New Business <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	9.0%	9.0%	2.5%	0.0%			
	Internal & External Replacements <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	9.0%	9.0%	2.5%	0.0%			
	Affiliate Replacements <b>(Open Enrollment, Underwritten)</b>						
Commission Rate	6.75%	6.75%	1.875%	0.0%			
	New Business, Internal, External & Affiliate Replacements <b>(Guaranteed Issue)</b>						
Commission Rate	4.5%	4.5%	1.25%	0.0%			

Vermont	Under Age 65			Age 65+		
	Policy Years			Policy Years		
All Plans Except D, F, G	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements <b>(Open Enrollment)</b>					
Commission Rate	7.5%	3.5%	0.0%	15.0%	7.0%	0.0%
	Affiliate Replacements <b>(Open Enrollment)</b>					
Commission Rate	5.625%	2.625%	0.0%	11.25%	5.25%	0.0%

Vermont	New Business <b>(Open Enrollment)</b>		External Replacements <b>(Open Enrollment)</b>	Internal Replacements <b>(Open Enrollment)</b>	Affiliate Replacements <b>(Open Enrollment)</b>	
	Policy Years		All Policy Years	All Policy Years	Policy Years	
Plans D, F, G	1	2+				
	Under Age 65					
Commission Rate	3.25%	2.375%	2.375%	1.1875%	1.7813%	1.7813%
	Age 65+					
Commission Rate	6.5%	4.75%	4.75%	2.375%	3.5625%	3.5625%

Washington	Under Age 65	Age 65+
All Plans	All Policy Years	
	New Business, Internal & External Replacements <b>(Guaranteed Issue, Open Enrollment, Underwritten)</b>	
Commission Rate	0.0%	8.0%
	Affiliate Replacements <b>(Guaranteed Issue, Open Enrollment, Underwritten)</b>	
Commission Rate	0.0%	6.0%

## B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application sign date of the issued policy.
2. The age used to determine the commission rate is the age at the application sign date, except for insured's ages 65 and under, where the age at the policy effective date will be used. For insured's within one month of their 65<sup>th</sup> birthday, age 65 will be used to determine the commission rate.

3. Commission is calculated on the lesser of initial premium or paid premium, except for the state of Washington, where commission is calculated on paid premium.
4. Medicare Part B deductible premium is not commissionable except for the state of Washington. Commission is not calculated on premium increases except for the state of Washington.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Commission will not be charged back for a policy terminated due to death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. Internal Company Replacements: Commission will be calculated when a new Mutual of Omaha Insurance Company Medicare Supplement policy replaces an existing Mutual of Omaha Insurance Company Medicare Supplement policy, or an existing Mutual of Omaha Insurance Company Medicare Select policy, or an existing Mutual of Omaha Insurance Company Medicare Supplement Trust policy or certificate, and the producer of record does not change. The commission on the new internal replacement policy will be calculated based upon the policy year of the policy currently being replaced.
9. Internal Company Replacement of a policy that had ever been issued as an Affiliate Company Replacement policy: Commission will be calculated using the applicable Affiliate Company Replacement commission rate based upon the policy year of the policy currently being replaced.
10. Affiliate Company Replacements: Commission will be calculated when a new Mutual of Omaha Insurance Company Medicare Supplement policy replaces an existing United World Life Insurance Company Medicare Supplement policy, or an existing United World Life Insurance Company Medicare Select policy, or an existing United of Omaha Life Insurance Company Medicare Supplement policy, or an existing United of Omaha Life Insurance Company Medicare Select policy, and the producer of record does not change. The commission on the new Affiliate Company replacement policy will be calculated starting over at policy year 1.
11. For Internal Company and Affiliate Company replacements, commission will not be calculated or paid when the original producer of record changes.
12. Commission will not be calculated on replacements from the Agency or Direct to Consumer distributions to the Brokerage distribution.
13. The Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses, except in the state of Washington, where the Product is not eligible for bonuses.

## C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** The Company's administrative rules, practices and procedures may be revised, modified or supplemented by the Company from time to time.

4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

**MUTUAL OF OMAHA INSURANCE COMPANY**



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Michelle Lebens, SVP Business Information & Project Management  
Date first approved by an Authorized Representative: March 1, 2012

**COMPENSATION/PRODUCT SCHEDULE  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
WHOLE LIFE EXPRESS**

This Schedule is part of your agreement or contract with Company ("Agreement") and is in effect on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of your Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for the Product(s) herein, as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

**A. COMMISSION**

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliated Company: United of Omaha Life Insurance Company
- Application and Premium Submitted to: United of Omaha Life Insurance Company
- Commission paid by: United of Omaha Life Insurance Company

	Commission Rate		
	Year 1	Years 2-10	Years 11+
Issue Age, 0-75	100.0%	3.5%	0.0%
Issue Age, 76+	90.0%	3.5%	0.0%

**B. COMMISSION RULES**

1. The commission rate is the rate that is in effect on the application date of the issued policy.
2. Commission is based on paid premium including policy fee.
3. Commission rate based on age at issue.
4. Commission for this Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
5. Your commission may be reduced for replacements or conversions.
6. The Company may, from time to time, issue Compensation/Product Schedules with respect to these Products which (a) amend, replace or terminate this Schedule, or (b) identify whether this Product is eligible for bonuses.

**C. GENERAL PROVISIONS**

1. **Products Included.** The provisions and conditions of this Schedule shall apply only to Products specifically identified in this Schedule.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** The Company's administrative rules, practices and procedures may be revised, modified or supplemented by the Company from time to time.
4. **Laws & Regulations.** Commission on the Products set forth above may be adjusted as required by any applicable laws or regulations.

**\*\*\*\*\* This Schedule is not valid until executed by an Authorized Representative of the Company \*\*\*\*\***

This Compensation/Product Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior Schedules related to the commission on Products listed herein. This Schedule shall remain in effect until changed or terminated by Company.

**UNITED OF OMAHA LIFE INSURANCE COMPANY**

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**Date first approved by an Authorized Representative:** \_\_\_\_\_