



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.

- **GENERAL AGENT AGREEMENT:** Complete page 9 OR 10, sign and date where indicated.
- **BACKGROUND AND INFORMATION SHEET:** Complete all fields. Sign and date where indicated.
- **FAIR CREDIT REPORTING ACT DISCLOSURE:** Sign and date where indicated.
- **CHECK DEPOSIT AUTHORIZATION:** Complete, sign and date. Attach a copy of a voided check.
- **ADVANCE COMMISSION AMENDMENT:** Optional! Complete applicable form, sign and date. Be sure to indicate mode of advance.
- **PROOF OF CURRENT E&O COVERAGE:** \$1 million/ \$1 million required.
- **COPY OF STATE INSURANCE LICENSE:** Insert a copy of your resident license as well as any non-resident licenses you would like to be appointed for. Include any supporting documents required by your State. 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, KY, MA, MS, MO, MT, PA, PR, TX, UT, VA, WV
Individuals: FL, GA, KS, KY, MA, MS, MO, MT, NC, PA, PR, TX, UT, VA, WV
- **ANTI-MONEY LAUNDERING CERTIFICATION:** Online certification to be completed after production number is assigned and access granted. **ONLY REQUIRED FOR LIFE AND ANNUITIES.**
- **You must obtain your producer number before writing business in the following states: Georgia, North Carolina, Pennsylvania and Montana.**

Send the above information to SMiG:

By Email: contracts@smig-inc.com

By Fax: 314-685-8013

By Mail: Senior Marketing Insurance Group
712 N 2nd 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 _____

PLEASE NOTE

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.

**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



Direct Deposit Authorization (Brokerage)

I, the undersigned, do hereby authorize Mutual of Omaha and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Mutual of Omaha and its Affiliates have received notification from me of its termination in such time and in such manner as to afford Mutual of Omaha and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice.

I also understand this is not an assignment of commissions, 1099's will continue to be issued to the commission owner.

This Electronic Funds Deposit is for:

Individual/Business Name (please print) _____
Name Associated with SSN or Tax ID

Signature **X** _____
Authorized signature as shown on the account

Social Security Number or Tax ID _____

Production Number _____

Telephone Number () _____

Deposit Type: New Deposit Account or Change to Existing Deposit Account

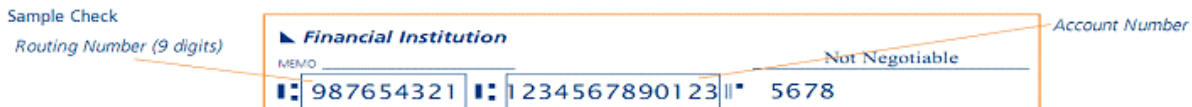
Name of Financial Institution _____

Bank Routing Number _____

Bank Account Number _____

Account Type: Checking Account or Savings Account

Business or Individual



A VOIDED IMPRINTED CHECK, SAVINGS DEPOSIT SLIP OR LETTER FROM THE BANK MUST BE ATTACHED TO VERIFY ACCOUNT AND ROUTING NUMBERS.

For Direct Deposit Setup Inquiries:
Phone: (800) 867-6873
Fax: (402) 997-1830
Email: contractsandappointments@mutualofomaha.com

For Compensation Inquiries:
Phone: (800) 475-4465

Final Expense (Living Promise) Producer Acknowledgement Form

I agree and acknowledge that I will be selling United of Omaha Living Promise Whole Life Insurance through Integrity Marketing Group.

Marketer Name

Printed Name: _____

Producer Signature: _____
(Signature always required)

Date: _____

SSN: _____
(Required for Individuals)

OR

TIN: _____
(Required for Business Entities)

Production Number: _____

Complete and return this form to your Master General Agency to continue the Living Promise contracting process.

**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]

**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.

GENERAL AGENT/REPRESENTATIVE	
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.

MASTER GENERAL AGENCY	
I approve of the Advance of Commission pursuant to this Agreement.	
BY: <u>Richard D. Haberstroff Jr.</u> (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

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 unmatured. 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**



GENERAL AGENT	
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.

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.

Sign Here	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.

Sign Here	Signature of U.S. person →	Date →
------------------	-----------------------------------	---------------

**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>MUTUAL OF OMAHA INSURANCE COMPANY COMPANION LIFE INSURANCE COMPANY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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

SPECIAL AGENT AGREEMENT

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

If more than one Company executes this Agreement with Special Agent, Special Agent and each such Company agree that there shall be two or more separate and distinct agreements between Special Agent 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 Special Agent 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 J FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes Special Agent to solicit Product applications. Company agrees to appoint Special Agent with the appropriate state insurance departments for Special Agent to solicit Product applications. This appointment is not exclusive.

- B. **COMPENSATION.** All compensation for Products solicited by Special Agent while this Agreement is in effect shall be paid to a General Agent or Master General Agency pursuant to the terms and conditions of the applicable Compensation/Product Schedule. Company has no obligation to pay compensation to Special Agent for any services performed pursuant to this Agreement.

- C. **SPECIAL AGENT’S DUTIES.**
 - 1. **Licenses and Approvals.** Special Agent shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
 - 2. **Personal Solicitation and Service.** Special Agent shall solicit applications for Products and provide services to Customers for the Products.
 - 3. **Confidentiality and Privacy.** Special Agent 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 Special Agent.
 - 4. **Compliance with Laws and Conduct.** Special Agent 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.

5. **Compliance with Company Policies.** Special Agent shall comply with all policies, practices, procedures, processes and rules of Company. Special Agent shall promptly notify Company if Special Agent is not in compliance with any Company policy, procedure, process or rule.
6. **Insurance.** Special Agent shall have and maintain Errors and Omissions liability insurance covering Special Agent and Special Agent'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.
7. **Fiduciary Responsibilities.** Special Agent shall be responsible for all money collected by Special Agent on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from applicants, customers, or others no later than 10 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 Special Agent purely in a fiduciary capacity and not for Special Agent's own benefit. Special Agent is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Special Agent 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.
9. **Advertising Materials.** Special Agent 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.
10. **Notice of Litigation or Regulatory Proceeding.** Special Agent 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.
11. **Delivery of Documents to Customers.** Upon request from Company, Special Agent shall deliver to its customers any information that Company provides to Special Agent 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 Special Agent. Special Agent 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.** Special Agent 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, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent any provision, benefit, or premium of any Product.

E. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, Special Agent 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.

F. **INDEPENDENT CONTRACTOR.** Special Agent is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Special Agent shall be free to exercise Special Agent's own judgment as to the persons from whom Special Agent will solicit and the time and place of such solicitation.

G. **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 Special Agent for the purpose of verifying Special Agent's compliance with the provisions of this Agreement.

H. **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 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.

I. **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.** Special Agent's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Section C.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **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.
 11. **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.
- J. **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 Special Agent's designee for any Product, and (b) is made a part of this Agreement.
 3. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
 4. **"Termination Date"** means the later to occur of (a) the date on which Special Agent or Company sends written notice of termination to the other party, or (b) the date specified by Special Agent or Company in a written notice of termination to the other party.

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



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



<p>SPECIAL AGENT</p> <p>By: _____ <small>(Signature always required)</small></p> <p>Printed Name: _____ <small>(Same as signature above)</small></p> <p>Special Agent: _____ <small>(As it appears on license)</small></p> <p>Date: _____</p>
--



[Remainder of page intentionally left blank]



**TO BE COMPLETED BY Special Agent
FOR NEW YORK ONLY**



SPECIAL AGENT
By: _____ <small>(Signature always required)</small>
Printed Name: _____ <small>(Same as signature above)</small>
Special Agent: _____ <small>(As it appears on license)</small>
Date: _____



[Remainder of page intentionally left blank]

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



SPECIAL 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: _____

**MUTUAL OF OMAHA INSURANCE COMPANY
COMPANION LIFE INSURANCE COMPANY**



SPECIAL AGENT AGREEMENT

**MUTUAL OF OMAHA INSURANCE COMPANY
COMPANION LIFE INSURANCE COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIALITY AND PRIVACY AMENDMENT

Special Agent

This "Confidentiality and Privacy Amendment" is made a part of and incorporated into the Special Agent Agreement between Special Agent and Company ("Agreement") and is effective on the later of March 1, 2010 or the effective date of the Agreement. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy 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 Privacy and Security Rules.

1. **"Confidential 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, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by Special Agent or (b) information relating to direct or indirect compensation payable, paid or provided to Special Agent under the Agreement.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"Privacy and Security Rules"** shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, as they may be amended from time to time.
4. **"Protected Health Information"** shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of Special Agent.

B. Special Agent's Obligations Regarding Confidential Information.

1. **Non-Disclosure of Confidential Information.** Special Agent agrees to retain all Confidential Information in strict confidence. Special Agent will not use or disclose Confidential Information to others, except to Special Agent's Representatives, for purposes related to Special Agent's performance of its obligations under the Agreement, provided the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby and provided such disclosure is not otherwise prohibited under the Agreement. Special Agent is responsible to Company for a breach of confidentiality by its Representatives.
2. **Safeguarding.** Special Agent agrees to use appropriate safeguards commonly available, such as anti-virus, firewalls and encryption, to prevent use or disclosure of Confidential Information other than as provided for by the Agreement. This shall include, without limitation, compliance with all existing and enacted laws and regulations.
3. **Reporting Unauthorized Use or Disclosure.** Special Agent agrees to report to Company any incidents involving use or disclosure of Confidential Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that Special Agent becomes aware of such unauthorized use or disclosure. All details of the incident shall be provided so that Company can assess the scope and impact and take additional action as necessary to safeguard the information. Special Agent shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Information Regarding Confidential Information.** Special Agent agrees to adequately inform its Representatives of the obligations set forth herein relating to Confidential Information.
5. **Offshore Outsourcing.** Special Agent agrees that it will not allow any Confidential Information to leave the United States without prior written consent of the Company's Privacy Office. Special Agent further agrees to ensure that any Representative to whom it provides customer information agrees to the same restriction.

C. Special Agent's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** Special Agent agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.

2. **Safeguarding.** Special Agent agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, Special Agent agrees 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 Company.
3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** Special Agent agrees to report to Company's Privacy Office any successful security incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that Special Agent becomes aware of such successful security incident or unauthorized use or disclosure. Special Agent shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. Special Agent will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.
4. **Representatives.** Special Agent agrees to ensure that any Representative who creates or receives from or on behalf of Special Agent any Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, Special Agent agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. **Amendment of Protected Health Information.** Special Agent agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
7. **Accounting for Disclosures.** Special Agent agrees to document and immediately notify Company's Privacy Office of its disclosure of any Protected Health Information for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy and Security Rules. With regard to each such disclosure, Special Agent will provide Company's Privacy Office (a) the date of the disclosure, (b) the name of the entity or person who received the Protected Health Information, and, if known, the address of such entity or person, (c) a brief description of all Protected Health Information disclosed, and (d) a brief

statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.

8. **Inspection of Internal Practices, Books and Records.** Special Agent agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.
- D. **Return or Destruction of Confidential Business Information and Protected Health Information.** Upon termination of the Agreement, for any reason, Special Agent will promptly return or destroy all Confidential Information. Upon written request of Company, the destruction or return of such information shall be confirmed in writing. Upon termination of the Agreement, for any reason, Special Agent shall return, if feasible, all Protected Health Information that Special Agent maintains in any form and retain no copies of it. If return of any Protected Health Information is not feasible, the protections of the Agreement shall be extended to the Protected Health Information and Special Agent's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as Special Agent maintains the Protected Health Information.
 - E. **Disclosures Required by Law or a Governmental Authority.** If Special Agent is required to disclose Confidential Information in response to legal process or a governmental authority, Special Agent shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. Special Agent 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 will be accorded such Confidential Information.
 - F. **Compliance with Laws.** Special Agent shall comply with its obligations under the Agreement 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 and disclosure of Confidential Information.
 - G. **Amendment.** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to Special Agent without the consent of Special Agent. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and

those of the Privacy and Security Rules, the Privacy and Security Rules shall control.

- H. **Survival.** The respective rights and obligations of Special Agent under this Confidentiality and Privacy Amendment shall survive the termination of the Agreement.
- I. **Termination for Violation of this Confidentiality and Privacy Amendment.** Company may terminate the Agreement, effective immediately upon notice to Special Agent, if Special Agent has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: 

Name: Rachelle Bruning

Title: Vice President Policyowner Services

6. Commission may be reduced for replacements or conversions in accordance with Company's administrative practices.
7. 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.

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 the commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

UNITED OF OMAHA LIFE INSURANCE COMPANY



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