

CARRIER: UNTED OF OMAHA/CPS EXPRESS
PACKET CURRENT AS OF: 3-4-04

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**

CPS Express

Contracting & Appointment Steps

- A Transmittal Form must accompany each appointment request. The Transmittal is completed by CPS and should be attached to the top of the appointment packet upon submission. The Transmittal Form should reflect "CPS EXPRESS" for easy identification.
- The Background and Information Sheet must be completed. Please be sure the questions are answered and the form is signed and dated by the broker.
- The Fair Credit Reporting Act Disclosure Statement must be signed and dated.
- The General Agent Agreement or Special Agent Agreement must be completed in it's entirety. Page 1 of the agreement should include the General Agent or Special Agent's name, and city/state. Please be sure all sections of the Signature Page are completed.
- Attach a current copy of the state life insurance license(s) for the state(s) the broker will be soliciting and are requesting to be appointed in.
- If commissions are payable to a corporation, attach a current copy of the corporation state life insurance license(s) for each state you have requested an appointment.
- In the state of Hawaii (non-resident only), please attach a completed state appointment form.

In the states of Georgia, Montana, Pennsylvania, Puerto Rico, Utah, Washington and Wisconsin, the producer must hold a state appointment with United of Omaha Life Insurance Company prior to solicitation.

All forms must be completed in their entirety.

CPS Express

MUTUAL OF OMAHA INSURANCE COMPANY
BACKGROUND AND INFORMATION SHEET

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Home Fax: _____ (optional)

Cell Phone: _____ (optional) E-mail Address: _____ (optional)

Business Name: _____ (if applicable)

Business 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:

E & O Insurance Carrier: _____ Face Amount: _____

Effective Date: _____ Expiration Date: _____

Policy Number: _____

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, 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



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
- ☐ **Check Deposit Authorization (Optional)**
 - ☐ 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, 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
- ☐ **Long Term Care Continuing Education Certificate (If Applicable)**
- ☐ **State Appointment Form (Non-Resident Hawaii Only – 2 Originals)**

PLEASE NOTE

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

MGA Use Only:

Completed Transmittals for Appropriate Company:

- ☐ Mutual (Health Products – All States)
- ☐ United (Life & Annuity Products – All States Except NY)
- ☐ Companion (Life & Annuity Products – NY Only)

Mail To: Mutual of Omaha
Mutual of Omaha Plaza
7 – IFS Appointment & Contracts
Omaha, NE 68175

Fax To: 1-402-351-5779

Questions (MGAs Only): 1-800-867-6873

Email To: contractsandappointments@mutualofomaha.com

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 three, as the case may be, 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 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. **Recruit, Instruct and Supervise.** GA may recruit other General Agents and, if so, shall instruct and supervise such General Agents in the marketing of Products.
3. **Solicitation.** GA shall help its General Agents in all aspects of soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its General Agents in all aspects of 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.
7. **Compliance with Company Policies.** GA shall comply, and shall ensure that its employees and General Agents comply, with all policies, practices, procedures, processes and rules of Company.
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 General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from 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 Section D of 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.

D. **LIMITATIONS.** GA, either directly or through its employees or 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 General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. COMPENSATION ADMINISTRATION.

1. **Accounting.** Company will account to GA for 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.** 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, 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 thirty 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 Section I of the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with cause 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 by the indemnifying party or any of its employees or General Agents in the performance of its duties under this Agreement or other agreements with Company.

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:

**7- Distribution 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.

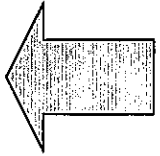
9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Beneficiary.** If GA is an individual, then GA 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.

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 President of a Company or an individual authorized in writing by the 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. **"General Agent"** means any individual or organization, which (a) enters into a general agent or other marketing agreement with Company and (b) submits Product applications that designate GA.
4. **"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.

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 must also remain the producer of record.

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



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 _____	

**MUTUAL OF OMAHA INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

**UNITED OF OMAHA LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

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 (including a U.S. resident alien).

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 certifications required to avoid backup withholding.

Sign
Here

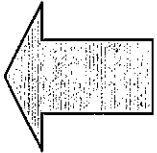
Signature of
U.S. person →

Date→

**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 _____	



**MUTUAL OF OMAHA INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

**COMPANION LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

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 (including a U.S. resident alien).

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 certifications required to avoid backup withholding.

**Sign
Here**

**Signature of
U.S. person →**

Date→

CONFIDENTIALITY AND PRIVACY AMENDMENT

General Agent

This "Confidentiality and Privacy Amendment" is made a part of and incorporated into the General Agent Agreement between GA and Company ("Agreement") and is effective on the effective date of the Agreement. Terms not otherwise defined in this Confidentiality and Privacy Amendment shall have the same meaning set forth in the Agreement and 45 CFR 160.103 and 164.501. 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.

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 information similar to Confidential Business Information which is independently owned and developed by GA.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"HIPAA Implementation Date"** means the date designated by the HIPAA Privacy Law by which a covered entity must be in compliance with the HIPAA Privacy Law.
4. **"HIPAA Privacy Law"** means the Standards for Privacy of Individually Identifiable Information at 45 CFR part 160 and part 164, subparts A and E, as they may be amended from time to time.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of GA.

- B. **Confidentiality of Confidential Business Information.** GA agrees to retain all Confidential Business Information in confidence, and will not use or disclose Confidential Business Information to others except (a) to its directors, officers and employees who are necessary or appropriate to perform the obligations required of GA hereunder, or (b) if not otherwise prohibited under the Agreement, to GA's Representatives, for purposes related to GA'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. GA is responsible to Company for a breach of confidentiality by its Representatives.

C. GA's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** GA agrees to not use or further disclose Protected Health Information other than as permitted or required by this Confidentiality and Privacy Amendment.
2. **Safeguarding.** GA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Confidentiality and Privacy Amendment.
3. **Reporting Unauthorized Use or Disclosure.** GA agrees to report to Company any use or disclosure of the Protected Health Information not provided for by this Confidentiality and Privacy Amendment. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such unauthorized use or disclosure. GA shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Representatives.** GA agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in this Confidentiality and Privacy Amendment.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, GA 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.** GA 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.** GA 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 HIPAA Privacy Law. With regard to each such disclosure, GA will provide Company the date of the disclosure, the name of the entity or person who received the Protected Health Information, the address of such entity or person, if known, a brief description of the Protected Health Information disclosed, 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.** GA 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 HIPAA Privacy Law.
- D. **Return or Destruction of Confidential Business Information and Protected Health Information.** Upon termination of the Agreement, for any reason, GA will promptly return or destroy all Confidential Business 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, GA shall return, if feasible, all Protected Health Information received from Company, or created or received by GA on behalf of Company, that GA maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of Sections C and D of this Confidentiality and Privacy Amendment shall be extended to the Protected Health Information and GA'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 GA maintains the Protected Health Information.
- E. **Disclosures Required by Law or a Governmental Authority.** If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify Company and, upon request, cooperate with Company in connection with obtaining a protective order. GA 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.** GA shall comply with its obligations under this Confidentiality and Privacy 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 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 HIPAA Privacy Law, 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 GA without the consent of GA. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and those of the HIPAA Privacy Law, the HIPAA Privacy Law shall control.
- H. **Survival.** The respective rights and obligations of GA 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 GA, if GA has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: 

Name: Michael J. Jareske

Title: SVP Individual Financial

Date: _____

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

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Home Fax: _____

Cell Phone: _____ E-mail Address: _____
(optional) (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): _____

Broker Dealer Name, if applicable: _____

Errors and Omission Insurance Information:

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

The coverage is with _____
Carrier Name

In the amount of \$ _____

I will promptly notify Mutual of Omaha 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, 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 TO CONSUMERS
AND BACKGROUND AND INFORMATION SHEET**

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

"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 appointed.

By signing below, I acknowledge the "Fair Credit Reporting Act Disclosure to Consumers" has been provided to me.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to make any investigation 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 inquiry 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 National Association of Securities Dealers, The Securities and Exchange Commission or any other person or organization having any records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such 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

Check Deposit Authorization



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

A VOIDED CHECK OR DEPOSIT SLIP MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

☐ New Deposit or ☐ Change Deposit

Name of Bank _____

Bank Routing Number _____

☐ Checking Account No. _____

or

☐ Savings Account No. _____

Is This Electronic Deposit For:

☐ Company or ☐ Individual (check one)

Printed Name _____

Signature _____

Tax ID or Social Security Number _____

Producer Number _____

Effective Date _____

Telephone Number () - _____

Please remember to attach a voided check or deposit slip to verify account number.

Return completed form and copy of voided check or deposit form to:

Mutual of Omaha Insurance Company or FAX to: 402-351-2646
Attn: 11 – Broker Compensation
Mutual of Omaha Plaza
Omaha, NE 68175

*Electronic Deposit is **not** available for all products. Please contact Sales Support for exclusions 800-775-7898.

MUTUAL OF OMAHA USE ONLY

Entered & Verified By _____ Date _____

MUTUAL OF OMAHA

TRANSFER REQUEST FORM

Transfer Rules

All requested hierarchy changes must include this form. The signature(s) that are required will be based off the following scenarios:

1. Individuals/entities requesting a hierarchy transfer to a different marketer that have been contracted through the marketer for at least six months with no income generated from new business can transfer by signing the Transfer Request Form without the acknowledgement of the current Marketer.
2. Individuals/entities requesting a hierarchy transfer to a different marketer that have **not** been contracted with Mutual of Omaha for at least six months must obtain the current Marketer's acknowledgement on the Transfer Request Form before submitting the request to Mutual of Omaha.
3. Individuals/entities requesting a hierarchy transfer to a different marketer that have had income generated from new business within the past six months must obtain the current marketer's acknowledgement on the Transfer Request Form before submitting the request to Mutual of Omaha.

Note: Producers and/or Associate Marketers may only transfer at current contract level.

Transfer Requests will be effective the first of the month following the date the request is processed by Mutual of Omaha. Please keep in mind if preparing to solicit new applications, the application date must be after the hierarchy change effective date. Note: Existing business will not be transferred to the new hierarchy.

Signature of Party Requesting Hierarchy Transfer:

Contracted Party's Name (please print)

Production Number

Signature

TIN or SSN

Marketer Signature Acknowledging Transfer:

Entity Name

Production Number

Marketer's Signature

Date

Printed Name of Signor

**COMPENSATION/PRODUCT SCHEDULE
UNITED OF OMAHA LIFE INSURANCE COMPANY
PRIORITY TERM**

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

	Priority Term 10	Priority Term 15	Priority Term 20, Priority Term 30, Priority Reward 30
First Year Commission Rate	60.00%	70.00%	80.00%
Renewal Commission Rate, Years 2-10	0.00%	0.00%	0.00%
Renewal Commission Rate, Years 11+	0.00%	0.00%	0.00%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued policy.
2. The commission is based on paid premium less the policy fee. No commissions are payable on temporary flat extra premiums. A "temporary flat extra premium" shall mean flat extra premiums paid on a policy for a period of five years or less.
3. Commission for this Product is Vested Compensation and may be paid to you 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 you are the writing agent, you must also remain the producer of record.
4. Your commission may be reduced for replacements or conversions in accordance with Company's administrative practices.
5. 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 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

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

**COMPENSATION/PRODUCT SCHEDULE
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNIVERSAL LIFE**

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

	PRIORITY MAX, PRIORITY ULTRA, PRIORITY SURVIVOR I & II
First Year Commission Rate on Premiums up to Target Premium	60.0%
Renewal Commission Rate on Premiums up to Target Premium Policy Years 2-5	2.0%
Renewal Commission Rate on Premiums up to Target Premium Policy Years 6-10	1.5%
Renewal Commission Rate on Premiums up to Target Premium Policy Years 11+	0.0%
Commission Rate on Premiums Exceeding Target Premium Policy Years 1-5	2.0%
Commission Rate on Premiums Exceeding Target Premium Policy Years 6-10	1.5%
Commission Rate on Premiums Exceeding Target Premium Policy Years 11+	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. The commission is based on paid premium. There is no policy fee associated with these policies.
3. "Target Premium" is the issue age premium per thousand (specified in published rate tables) multiplied by the specified amount as set forth in the policy in thousands. "Premiums Exceeding Target Premium" is that amount of premium received by the Company in excess of the Target Premium.
4. On each policy anniversary, the Company will recalculate a new Target Premium, for any policy for which there has been an increase in the specified amount, and pay first policy year commission for Target Premium received by the Company during the next policy year that is in excess of the highest Target Premium ever paid on the policy. In no event will first policy year commission be paid on premiums received in excess of the new Target Premium.
5. When a partial reduction is made to the specified amount in a policy during the first two policy years, commission may be adjusted in accordance with the reduction.
6. The commission for this Product is Vested Compensation and may be paid to you 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 you are the writing agent, you must also remain the producer of record.

7. Your commission may be reduced for replacements or conversions in accordance with Company's administrative practices.
8. 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 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

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

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

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	85.0%	1.0%	0.0%
Issue Age, 76+	75.0%	1.0%	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 Commission and may be paid to you 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 you are the writing agent, you must also 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 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

_____, SVP Individual Financial

Date first approved by an Authorized Representative: _____

SAMPLE

**COMPENSATION/PRODUCT SCHEDULE
UNITED OF OMAHA LIFE INSURANCE COMPANY
INCOME ACCESS – SINGLE PREMIUM IMMEDIATE ANNUITY**

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 Authorized Contracts 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 Authorized Contract will be reduced by any rates Company has assigned to other persons in your down line distribution for such Authorized Contract, 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

Issue Age	First Year Commission Rate	Trail Commission Rate (Annual)
0-89	3.50%	1.00%

Commission is calculated on the single premium collected by Company for an Authorized Contract including amounts collected for the nursing home rider and the guarantee minimum death benefit riders, less any portion of the initial payment paid for any other riders, if applicable.

The Trail Commission is determined quarterly beginning in month 13 of each Authorized Contract and calculated quarterly thereafter. Trail Commission is calculated by multiplying the annual pay out amount for the previous 12 months by one-fourth (1/4) of the trail rate above. The annual pay out amount:

- excludes surrender payments, if any, and
- includes death benefit payments, accelerated death benefit payments, accidental death benefit payments, guarantee minimum death benefits payments, increased pay outs due to cost of living adjustment (COLA) riders, payments made pursuant to nursing home riders, and decreased payments due to survivor continuation provisions of the Authorized Contract, if any.

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued Authorized Contract.
2. There is no policy fee associated with this Product.
3. The commission for this Product is Vested Compensation and may be paid to you after the Termination Date if (a) the Authorized Contract related to the Product remains in force, (b) the premiums for the Authorized Contract are paid to Company, and (c) if you are the writing agent, you must also remain the producer of record.
4. If the Authorized Contract owner elects to defer receipt of their first payment for one year, then for purposes of calculating Trail Commission, such payment is considered to be paid on the first day of the 13th month after issuance of the Authorized Contract. At the end of the next quarter, this payment will be part of the pay out for that quarter, and the trail commission will be paid on that payment amount.
5. In the event an Authorized Contract (a) terminates or is canceled during the first twelve contract months (including in the event of the death of the annuitant), or (b) is canceled during the free look period, 100% of the commission paid will be charged back to you.

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 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

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

**COMPENSATION/PRODUCT SCHEDULE
UNITED OF OMAHA LIFE INSURANCE COMPANY
ULTRA INCOME - SINGLE PREMIUM IMMEDIATE ANNUITY**

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 Authorized Contracts 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 Authorized Contract will be reduced by any rates Company has assigned to other persons in your down line distribution for such Authorized Contract, 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

Face Amount	Less Than \$1,000,000	\$1,000,000 - \$5,000,000	\$5,000,001 +
Commission Rate	4.00%	2.00%	1.00%

Commission is calculated on the single premium collected by Company for an Authorized Contract including amounts collected for the nursing home rider and the guarantee minimum death benefit riders, less any portion of the initial payment paid for any other riders, if applicable.

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued Authorized Contract.
2. There is no policy fee associated with this Product.
3. The commission for this Product is Vested Compensation and may be paid to you after the Termination Date if (a) the Authorized Contract related to the Product remains in force, (b) the premiums for the Authorized Contract are paid to Company, and (c) if you are the writing agent, you must also remain the producer of record.
4. In the event an Authorized Contract is canceled during the free look period, 100% of the commission paid will be charged back to you.
5. 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 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

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

SAMPLE

**COMPENSATION/PRODUCT SCHEDULE
COMPANION LIFE INSURANCE COMPANY
PRIORITY TERM**

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: Companion Life Insurance Company
- Application and Premium Submitted to: Companion Life Insurance Company
- Commission paid by: Companion Life Insurance Company

	Priority Term 10, Priority Term 15, Priority Term 20	Priority Term 30
First Year Commission Rate	40.00%	45.00%
Renewal Commission Rate, Year 2	2.00%	2.00%
Renewal Commission Rate, Years 3-10	2.00%	2.00%
Service Fee Rate, Years 11+	0.50%	0.50%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued policy.
2. The commission is based on paid premium including the policy fee. Commission will not be paid on any flat extra premiums. Commission on Riders will be paid for the first policy year only.
3. The commission for this Product is Vested Compensation and may be paid to you 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 you are the writing agent, you must also remain the producer of record. Service fees are not Vested Compensation and will be paid to you only while you are contracted with the Company.
4. Your commission may be reduced for replacements or conversions in accordance with Company's administrative practices.
5. 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 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.

COMPANION LIFE INSURANCE COMPANY

Date first approved by an Authorized Representative: _____

**COMPENSATION/PRODUCT SCHEDULE
COMPANION LIFE INSURANCE COMPANY
UNIVERSAL LIFE**

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: Companion Life Insurance Company
- Application and Premium Submitted to: Companion Life Insurance Company
- Commission paid by: Companion Life Insurance Company

	PRIORITY DESIGN II	PRIORITY MAX. PRIORITY SURVIVOR I & II
First Year Commission Rate on Premiums up to Target Premium	50.0%	50.0%
Renewal Commission Rate on Premiums up to Target Premium Policy Year 2	3.0%	2.0%
Renewal Commission Rate on Premiums up to Target Premium Policy Years 3-5	3.0%	2.0%
Renewal Commission Rate on Premiums up to Target Premium Policy Years 6-10	2.0%	2.0%
Service Fee Rate on Premiums up to Target Premium Policy Years 11+	1.0%	1.0%
Commission Rate on Premiums Exceeding Target Premium Years 1-10	3.0%	2.0%
Service Fee Rate on Premiums Exceeding Target Premium Years 11+	1.0%	1.0%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued policy.
2. The commission is based on paid premium. There is no policy fee associated with these policies.
3. "Target Premium" is the issue age premium per thousand (specified in published rate tables) multiplied by the specified amount as set forth in the policy in thousands. "Premiums Exceeding Target Premium" is that amount of premium received by the Company in excess of the Target Premium.
4. On each policy anniversary, the Company will recalculate a new Target Premium, for any policy for which there has been an increase in the specified amount, and pay first policy year commission for Target Premium received by the Company during the next policy year that is in excess of the highest Target Premium ever paid on the policy. In no event will first policy year commission be paid on premiums received in excess of the new Target Premium.
5. When a partial reduction is made to the specified amount in a policy during the first two policy years, commission may be adjusted in accordance with the reduction.

6. The commission for this Product is Vested Compensation and may be paid to you 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 you are the writing agent, you must also remain the producer of record. Service fees are not Vested Compensation and will be paid to you only while you are contracted with the Company.
7. Your commission may be reduced for replacements or conversions in accordance with Company's administrative practices.

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 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.

COMPANION LIFE INSURANCE COMPANY

Date first approved by an Authorized Representative: _____

**COMPENSATION/PRODUCT SCHEDULE
COMPANION LIFE INSURANCE COMPANY
ULTRA INCOME - SINGLE PREMIUM IMMEDIATE ANNUITY**

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 Authorized Contracts 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 Authorized Contract will be reduced by any rates Company has assigned to other persons in your down line distribution for such Authorized Contract, 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: Companion Life Insurance Company
- Application and Premium Submitted to: Companion Life Insurance Company
- Commission paid by: Companion Life Insurance Company

Face Amount	Less Than \$1,000,000	\$1,000,000 - \$5,000,000	\$5,000,001 +
Commission Rate	4.00%	2.00%	1.00%

Commission is calculated on the single premium collected by Company for an Authorized Contract including amounts collected for the nursing home rider and the guarantee minimum death benefit riders, less any portion of the initial payment paid for any other riders, if applicable.

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued Authorized Contract.
2. There is no policy fee associated with this Product.
3. The commission for this Product is Vested Compensation and may be paid to you after the Termination Date if (a) the Authorized Contract related to the Product remains in force, (b) the premiums for the Authorized Contract are paid to Company, and (c) if you are the writing agent, you must also remain the producer of record.
4. In the event an Authorized Contract is canceled during the free look period, 100% of the commission paid will be charged back to you.
5. The Company may, from time to time, issue Compensation/Product Schedules with respect to these Product(s) which amend, replace or terminate this Schedule.

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 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.

COMPANION LIFE INSURANCE COMPANY

Date first approved by an Authorized Representative: _____

SAMPLE

**COMPENSATION/PRODUCT SCHEDULE
COMPANION LIFE INSURANCE COMPANY
INCOME ACCESS – SINGLE PREMIUM IMMEDIATE ANNUITY**

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 Authorized Contracts 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 Authorized Contract will be reduced by any rates Company has assigned to other persons in your down line distribution for such Authorized Contract, 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: Companion Life Insurance Company
- Application and Premium Submitted to: Companion Life Insurance Company
- Commission paid by: Companion Life Insurance Company

Issue Age	First Year Commission Rate	Trail Commission Rate (Annual)
0-89	3.50%	1.00%

Commission is calculated on the single premium collected by Company for an Authorized Contract including amounts collected for the nursing home rider and the guarantee minimum death benefit riders, less any portion of the initial payment paid for any other riders, if applicable.

The Trail Commission is determined quarterly beginning in month 13 of each Authorized Contract and calculated quarterly thereafter. Trail Commission is calculated by multiplying the annual pay out amount for the previous 12 months by one-fourth (1/4) of the trail rate above. The annual pay out amount:

- excludes surrender payments, if any, and
- includes death benefit payments, accelerated death benefit payments, accidental death benefit payments, guarantee minimum death benefits payments, increased pay outs due to cost of living adjustment (COLA) riders, payments made pursuant to nursing home riders, and decreased payments due to survivor continuation provisions of the Authorized Contract, if any.

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued Authorized Contract.
2. There is no policy fee associated with this Product.
3. The commission for this Product is Vested Compensation and may be paid to you after the Termination Date if (a) the Authorized Contract related to the Product remains in force, (b) the premiums for the Authorized Contract are paid to Company, and (c) if you are the writing agent, you must also remain the producer of record.
4. If the Authorized Contract owner elects to defer receipt of their first payment for one year, then for purposes of calculating Trail Commission, such payment is considered to be paid on the first day of the 13th month after issuance of the Authorized Contract. At the end of the next quarter, the pay out amount will be included in the next quarter for purposes of Trail Commission.
5. In the event an Authorized Contract (a) terminates or is canceled during the first twelve contract months (including in the event of the death of the annuitant), or (b) is canceled during the free look period, 100% of the commission paid will be charged back to you.

6. The Company may, from time to time, issue Compensation/Product Schedules with respect to these Product(s) which amend, replace or terminate this Schedule.

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 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.

COMPANION LIFE INSURANCE COMPANY

Date first approved by an Authorized Representative: _____

**COMPENSATION/PRODUCT SCHEDULE
MUTUAL OF OMAHA INSURANCE COMPANY
LONG TERM CARE**

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: 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: NHA, LTA and State Equivalents

National		Policy Year 1				Policy Years 2+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business, Internal & External Replacements	65.0%	60.0%	55.0%	45.0%	7.0%	
Assoc. Grp - New Business, Internal & External Replacements	57.5%	52.5%	47.5%	37.5%	3.5%	
Alabama, North Carolina, Pennsylvania, South Dakota		Policy Year 1				Policy Years 2+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business	65.0%	60.0%	55.0%	45.0%	7.0%	
Individual - Internal & External Replacements	7.0%	7.0%	7.0%	7.0%	7.0%	
Individual - Internal & External Replacements - With Significant Benefit Increase - NC and SD Only	65.0%	60.0%	55.0%	45.0%	7.0%	
Assoc. Grp - New Business	57.5%	52.5%	47.5%	37.5%	3.5%	
Assoc. Grp - Internal & External Replacements	3.5%	3.5%	3.5%	3.5%	3.5%	
Assoc. Grp - Internal & External Replacements - With Significant Benefit Increase - NC and SD Only	57.5%	52.5%	47.5%	37.5%	3.5%	
California		Policy Year 1				Policy Years 2+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business	65.0%	60.0%	55.0%	45.0%	7.0%	
Individual - Internal & External Replacements - For Premium Increase from Original Policy	35.0%	35.0%	35.0%	35.0%	7.0%	
Individual - Internal & External Replacements - For Premium up to the Original Policy Level	7.0%	7.0%	7.0%	7.0%	7.0%	
Assoc. Grp - New Business	57.5%	52.5%	47.5%	37.5%	3.5%	
Assoc. Grp - Internal & External Replacements - For Premium Increase from Original Policy	27.5%	27.5%	27.5%	27.5%	3.5%	
Assoc. Grp - Internal & External Replacements - For Premium up to the Original Policy Level	3.5%	3.5%	3.5%	3.5%	3.5%	

Delaware		Policy Year 1				Policy Years 2+
Issue Age		Under 65	65 - 69	70 - 74	75 - 79	All Ages
Individual - New Business		35.0%	35.0%	35.0%	35.0%	7.0%
Individual - Internal & External Replacements		25.0%	25.0%	25.0%	25.0%	10.0%
Assoc. Grp - New Business		27.5%	27.5%	27.5%	27.5%	3.5%
Assoc. Grp - Internal & External Replacements		17.5%	17.5%	17.5%	17.5%	6.5%
Indiana		Policy Year 1				Policy Years 2+
Issue Age		Under 65	65 - 69	70 - 74	75 - 79	All Ages
Individual - New Business - Policy Year 1		34.0%	32.0%	30.0%	28.0%	
Individual - New Business - Policy Years 2+		17.0%	16.0%	15.0%	14.0%	
Individual - Internal & External Replacements - Without Significant Benefit Increases - All Policy Years		17.0%	16.0%	15.0%	14.0%	
Individual - Internal & External Replacements - With Significant Benefit Increases - Policy Year 1		34.0%	32.0%	30.0%	28.0%	
Individual - Internal & External Replacements - With Significant Benefit Increases - Policy Years 2+		17.0%	16.0%	15.0%	14.0%	
Assoc. Grp - New Business - Policy Year 1		24.0%	22.0%	20.0%	16.0%	
Assoc. Grp - New Business - Policy Years 2+		12.0%	11.0%	10.0%	8.0%	
Assoc. Grp - Internal & External Replacements - Without Significant Benefit Increases - All Policy Years		12.0%	11.0%	10.0%	8.0%	
Assoc. Grp - Internal & External Replacements - With Significant Benefit Increases - Policy Year 1		24.0%	22.0%	20.0%	16.0%	
Assoc. Grp - Internal & External Replacements - With Significant Benefit Increases - Policy Years 2+		12.0%	11.0%	10.0%	8.0%	
Kentucky		Policy Year 1				Policy Years 2+
Issue Age		Under 65	65 - 69	70 - 74	75 - 79	All Ages
Individual - New Business		65.0%	60.0%	55.0%	45.0%	7.0%
Individual - Internal & External Replacements		14.0%	14.0%	14.0%	14.0%	7.0%
Assoc. Grp - New Business		57.5%	52.5%	47.5%	37.5%	3.5%
Assoc. Grp - Internal & External Replacements		7.0%	7.0%	7.0%	7.0%	3.5%
Michigan - Under Age 65		Policy Year 1	Policy Years 2+			
Issue Age		Under 65	All Ages			
Individual - New Business, Internal & External Replacements		65.0%	7.0%			
Assoc. Grp - New Business, Internal & External Replacements		57.5%	3.5%			
Michigan - Age 65 - 79		Policy Years 1 -3			Policy Years 4+	
Issue Age		65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business, Internal & External Replacements		27.0%	24.0%	21.0%	8.0%	
Assoc. Grp - New Business, Internal & External Replacements		19.5%	16.5%	13.5%	4.0%	

New Mexico/New Jersey		Policy Year 1				Policy Years 2+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business, Internal & External Replacements	60.0%	55.0%	50.0%	40.0%	5.5%	
Assoc. Grp - New Business, Internal & External Replacements	52.5%	47.5%	42.5%	32.5%	1.5%	
New York		Policy Year 1				Policy Years 2+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages	
Individual - New Business	60.0%	55.0%	50.0%	40.0%	5.5%	
Individual - Internal & External Replacements	5.5%	5.5%	5.5%	5.5%	5.5%	
Assoc. Grp - New Business	52.5%	47.5%	42.5%	32.5%	1.5%	
Assoc. Grp - Internal & External Replacements	1.5%	1.5%	1.5%	1.5%	1.5%	
Wisconsin		Under 65	65 - 69	70 - 74	75 - 79	
Individual - New Business - Policy Year 1	44.0%	42.0%	40.0%	38.0%		
Individual - New Business - Policy Years 2+	11.0%	10.5%	10.0%	9.5%		
Individual - Internal & External Replacements - All Policy Years	11.0%	10.5%	10.0%	9.5%		
Assoc. Grp - New Business - Policy Year 1	38.0%	36.0%	34.0%	32.0%		
Assoc. Grp - New Business - Policy Years 2+	9.5%	9.0%	8.5%	8.0%		
Assoc. Grp - Internal & External Replacements - All Policy Years	9.5%	9.0%	8.5%	8.0%		

POLICY FORM: LTB50, LTS50

Colorado		Policy Year 1				Policy Years 2-10	Policy Years 11+
Issue Age	Under 65	65 - 69	70 - 74	75 - 79	All Ages		All Ages
Individual - New Business, Internal & External Replacements	65.0%	60.0%	55.0%	45.0%	10.0%		0.0%
Assoc. Grp - New Business, Internal & External Replacements	57.5%	52.5%	47.5%	37.5%	2.0%		0.0%

POLICY FORM: HCA

Wisconsin		Under 65	65 - 69	70 - 74	75 - 79
Individual - New Business - Policy Year 1	44.0%	42.0%	38.0%	36.0%	
Individual - New Business - Policy Years 2+	11.0%	10.5%	9.5%	9.0%	
Individual - Internal & External Replacements - All Policy Years	11.0%	10.5%	9.5%	9.0%	
Assoc. Grp - New Business - Policy Year 1	40.0%	36.0%	34.0%	30.0%	
Assoc. Grp - New Business - Policy Years 2+	10.0%	9.0%	8.5%	7.5%	
Assoc. Grp - Internal & External Replacements - All Policy Years	10.0%	9.0%	8.5%	7.5%	

"Assoc. Grp" means policies issued to members of an association group that has been approved by Company.

B. COMMISSION RULES

1. First Year commission is based on initial premium less the policy fee based on the application date of the issued policy. The policy fee is not applicable to the LTB50 and LTS50 policy forms.
2. Commission is paid on premium for the Inflation Rider, Return of Premium Rider and the Shortened Benefit Rider for the first policy year only, based on the policy issue date, except in the State of Michigan where

commission is paid for the first three years of the policy based on the policy issue date (not applicable to LTB50 and LTS50 policy forms).

3. Commission is not paid on (a) premium rate adjustments, (b) coverage added through Guarantee Insurability Option, or (c) for policies on waiver of premium.
4. The commission for this Product is Vested Compensation and may be paid to you 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 you are the writing agent, you must also remain the producer of record.
5. Internal Replacements: Commission will be paid if a new Mutual of Omaha Long Term Care policy replaces an existing Mutual of Omaha Long Term Care policy and the producer of record does not change. Except as otherwise provided, the commission rate on the new policy will be based upon the policy year of the previous policy. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, (b) the commission rate for any premium equal to or less than the replaced policy's premium will be based on the policy year of the previous policy.
6. External Replacements: Commission will be paid the same as new business unless a state special rule applies. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, (b) the commission rate for any premium equal to or less than the replaced policy's premium will be based on the policy year of the previous policy.
7. Upon death of the insured, unearned commission will be charged back to the date of the death of the insured (not applicable to LTB50 and LTS50 policy forms).
8. 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 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.

MUTUAL OF OMAHA INSURANCE COMPANY

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

COMPENSATION/PRODUCT SCHEDULE MUTUAL OF OMAHA INSURANCE COMPANY CRITICAL ILLNESS

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 or certificates 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 or certificate will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy or certificate, 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

Individual	Commission Rate		Worksite	Commission Rate	
	Year 1	Years 2+		Year 1	Years 2+
National	78.0%	1.0%	National	50.0%	7.0%
FL / MI / WV / VT	65.0%	2.0%	FL / MI / WV / VT	45.0%	7.0%
NY* / MD / SD / ND	65.0%	1.0%	NH / MD / SD / ND	40.0%	2.0%
WA	65.0%	1.0%	WA	36.0%	2.0%

* New York does not offer the Worksite Product.

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application date of the issued policy or certificate.
2. The commission is based on paid premium less the policy fee.
3. The commission will be paid on premium increases due to attained age.
4. The first year commission will be paid on increased coverage for 12 months and renewal year commission thereafter.
5. The commission is Vested Compensation as long as (1) the policy or certificate remains in force, (2) the premium for the policy or certificate is paid to and accepted by Company, and (3) you remain producer of record for the policy or certificate.
6. Internal Replacements: If a new Mutual of Omaha Critical Illness policy or certificate replaces any existing Mutual of Omaha Critical Illness policy or certificate, commission will be paid if the producer of record remains the same. The commission rate on the new policy or certificate will be based upon the policy year of the former policy or certificate.
7. 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 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.

MUTUAL OF OMAHA INSURANCE COMPANY

_____, SVP Individual Financial
Date first approved by an Authorized Representative: _____

CPS PRODUCER PROFILE

Please complete this form, and return it to us. We must have a completed and signed version of this form on file for each CPS producer.

Agent Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

Page 1

***** Important, please see other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

**SPECIAL AGENT
PAPERWORK
REQUIRED (ALL
PAGES WHICH
FOLLOW) –**

**ONLY IF ASSIGNING
COMMISSIONS**



Special Agent Contract Checklist

Individual Name: _____

REQUIRED DOCUMENTS FOR CONTRACTING

- ☐ **Special Agent Agreement – Return Signature Page Only**
 - ☐ Signature Page Signed & Dated
 - ☐ Full Name Printed or Typed
- ☐ **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
- ☐ **Current State Licenses**
 - ☐ ALL States In Which Special Agent Will Be Soliciting Business
- ☐ **Long Term Care Continuing Education Certificate (If Applicable)**
- ☐ **State Appointment Form (Non-Resident Hawaii Only – 2 Originals)**



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

MGA Use Only:

Completed Transmittals for Appropriate Company:

- ☐ Mutual (Health Products – All States)
- ☐ United (Life & Annuity Products – All States Except NY)
- ☐ Companion (Life & Annuity Products – NY Only)

Mail To: Mutual of Omaha
Mutual of Omaha Plaza
7 – IFS Appointment & Contracts
Omaha, NE 68175

Fax To: 1-402-351-5779

Questions (MGAs Only): 1-800-867-6873

Email To: contractsandappointments@mutualofomaha.com

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 three, as the case may be, 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.
5. **Compliance with Company Policies.** Special Agent shall comply with all policies, practices, procedures, processes and rules of Company.
6. **Insurance.** Special Agent shall have and maintain Errors and Omissions liability insurance covering Special Agent 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 Section D of 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.

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 effectuated in compliance with 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 Section I of the Confidentiality and Privacy Amendment, Special Agent or Company shall have the right at any time to terminate this Agreement, with cause 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 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.

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:

**7- Distribution 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.
- 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 President of a Company or an individual authorized in writing by the 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. **"General Agent"** means any individual or organization, which (a) enters into a general agent or other marketing agreement with Company, and (b) through which Special Agent submits Product applications that designate General Agent.
 4. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
 5. **"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.

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



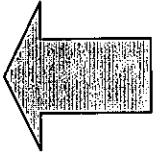
SPECIAL AGENT

By: _____
(Signature always required)

Printed Name: _____
(Same as signature above)

Special Agent: _____
(As it appears on license)

Date: _____



**MUTUAL OF OMAHA INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

**UNITED OF OMAHA LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

**TO BE COMPLETED BY SPECIAL AGENT
FOR NEW YORK ONLY**



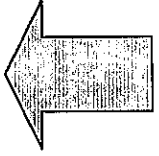
SPECIAL AGENT

By: _____
(Signature always required)

Printed Name: _____
(Same as signature above)

Special Agent: _____
(As it appears on license)

Date: _____



**MUTUAL OF OMAHA INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
Date: _____

**COMPANION LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Title: First VP Compliance License & Appt
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 effective date of the Agreement. Terms not otherwise defined in this Confidentiality and Privacy Amendment shall have the same meaning set forth in the Agreement and 45 CFR 160.103 and 164.501. 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.

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 information similar to Confidential Business Information which is independently owned and developed by Special Agent.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"HIPAA Implementation Date"** means the date designated by the HIPAA Privacy Law by which a covered entity must be in compliance with the HIPAA Privacy Law.
4. **"HIPAA Privacy Law"** means the Standards for Privacy of Individually Identifiable Information at 45 CFR part 160 and part 164, subparts A and E, as they may be amended from time to time.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of Special Agent.

B. Confidentiality of Confidential Business Information. Special Agent agrees to retain all Confidential Business Information in confidence, and

will not use or disclose Confidential Business Information to others except (a) to its directors, officers and employees who are necessary or appropriate to perform the obligations required of Special Agent hereunder, or (b) if not otherwise prohibited under the Agreement, 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. Special Agent is responsible to Company for a breach of confidentiality by its Representatives.

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 this Confidentiality and Privacy Amendment.
2. **Safeguarding.** Special Agent agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Confidentiality and Privacy Amendment.
3. **Reporting Unauthorized Use or Disclosure.** Special Agent agrees to report to Company any use or disclosure of the Protected Health Information not provided for by this Confidentiality and Privacy Amendment. 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. Special Agent shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Representatives.** Special Agent agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in this Confidentiality and Privacy Amendment.
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 HIPAA Privacy Law. With regard to each such disclosure, Special Agent will provide Company the date of the disclosure, the name of the entity or person who received the Protected Health Information, the address of such entity or person, if known, a brief description of the Protected Health Information disclosed, 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 HIPAA Privacy Law.
- 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 Business 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 received from Company, or created or received by Special Agent on behalf of Company, that Special Agent maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of Sections C and D of this Confidentiality and Privacy Amendment 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 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 this Confidentiality and Privacy 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 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 HIPAA Privacy Law, 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 HIPAA Privacy Law, the HIPAA Privacy Law 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: Michael J. Jareske

Title: SVP Individual Financial

Date: _____

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

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Home Fax: _____ (optional)

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): _____

Broker Dealer Name, if applicable: _____

Errors and Omission Insurance Information:

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

The coverage is with _____
Carrier Name

In the amount of \$ _____

I will promptly notify Mutual of Omaha 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, 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 TO CONSUMERS
AND BACKGROUND AND INFORMATION SHEET**

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

"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 appointed.

By signing below, I acknowledge the "Fair Credit Reporting Act Disclosure to Consumers" has been provided to me.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to make any investigation 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 inquiry 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 National Association of Securities Dealers, The Securities and Exchange Commission or any other person or organization having any records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such 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