

# MUTUAL OF OMAHA CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please return ALL of the following:

1. Signed and Completed **General Agent Agreement**.
2. Signed and Completed **Background and Information Sheet**.
3. Signed and Completed **Fair Credit Reporting Act Disclosure**.
4. Signed and Completed **Agent Indebtedness Agreement**.
5. Copy of current individual insurance license and/or corporate license for each state in which you are requesting to be licensed, write business or will receive override commission.
6. **Long Term Care Continuing Education Certificate (if applicable)**.
7. Proof of **E&O Coverage REQUIRED**.

Fax or e-mail the completed contracting package to:

## **bhcmarketing**

25227 Grogans Mill Rd. Ste 102

The Woodlands, TX 77380

FAX: 775-261-9088

e-mail: [licensing@bhcmarketing.com](mailto:licensing@bhcmarketing.com)

Phone: 800-201-0224

Ask about how you can get a free website. Check it out at: [www.demo.retirerx.com](http://www.demo.retirerx.com)



## General Agent Contract Checklist

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

- 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)**
  
- Anti-Money Laundering Certification (if applicable\*\*)**  
\*\*If new producer-certification must be completed after production number is assigned and Sales Professional Access logon is granted.



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

**TRANSMITTAL FORM  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
LIFE / ANNUITY PRODUCTS**

1. **INDIVIDUAL/ENTITY NAME:** Identify the individual/entity being contracted.

INDIV/ENTITY NAME: \_\_\_\_\_ SOC SEC/TIN #: \_\_\_\_\_

2. **REPORT TO NAME:** Identify the individual/entity in the hierarchy directly above the individual/entity being contracted.

INDIV/ENTITY NAME: \_\_\_\_\_ SOC SEC/TIN #: \_\_\_\_\_

3. **MGA NAME:** \_\_\_\_\_ **MGA PRODUCTION #:** \_\_\_\_\_

4. **ROLE:** Identify the role of the contracted individual/entity:  GENERAL AGENT  SPECIAL AGENT- (ALWAYS 0% compensation)

5. **TYPE OF REQUEST:**  New individual/entity  Hierarchy change  Schedule change  Appointment addition

6. **APPOINTMENT:** Identify the state(s) the contracted individual/entity is to be appointed to represent United of Omaha Life Insurance Company.

7. **PRODUCT/COMPENSATION:** Identify the level of compensation by placing a "X" in the box above the appropriate selection. All rates listed are first year "national" rates based on the youngest age break or lowest face amount, where applicable. State specials or special rules that impact compensation may apply. For a detailed listing of all first year and renewal commission rates, see the compensation schedules. The level you select must be equal to or less than the rates of the individual/entity's reporting structure. The commission amount selected will be reduced by any amounts Company pays to other persons in the down line distribution hierarchy. In no event shall the rate paid to the individual/entity and the down line distribution exceed the rate selected.

**NOTE:** For a new ind/entity, one selection from each product group is suggested to prevent future commission/processing delays.

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| Select level →          | <input type="checkbox"/> 9 | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>Term Life</b>        | (AB1)                      | (AA9)                      | (AA8)                      | (AA7)                      | (AA6)                      | (AA5)                      | (AA4)                      | (AA3)                      | (AA2)                      | (AA1)                      |
| Term 10                 | 80%                        | 80%                        | 75%                        | 70%                        | 65%                        | 60%                        | 55%                        | 50%                        | 45%                        | 0%                         |
| Term 15                 | 90%                        | 90%                        | 85%                        | 80%                        | 75%                        | 70%                        | 65%                        | 60%                        | 55%                        | 0%                         |
| Term 20/30<br>Reward 30 | 100%                       | 100%                       | 95%                        | 90%                        | 85%                        | 80%                        | 75%                        | 70%                        | 65%                        | 0%                         |

| Select level →  | <input type="checkbox"/> 9 | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
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| <b>Universal Life</b>   | (DQ2)                      | (DQ1)                      | (DP9)                      | (DP8)                      | (DP7)                      | (DP6)                      | (DP5)                      | (DP4)                      | (DP3)                      | (DP2)                      |
| Priority Ultra/Priority Max<br>GUL/GUL Complete/GUL<br>Express/GUL Survivor | 90%                        | 90%                        | 85%                        | 80%                        | 75%                        | 70%                        | 65%                        | 60%                        | 55%                        | 0%                         |
| Priority Accum UL   | 100%                       | 100%                       | 95%                        | 90%                        | 85%                        | 80%                        | 75%                        | 70%                        | 65%                        | 0%                         |

| Select level →  | <input type="checkbox"/> 9 | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
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| <b>Whole Life Express</b><br>(No bonus appls.)<br>Ages 0-75 | (DE3)                      | (DN8)                      | (DE4)                      | (DE5)                      | (DE6)                      | (DN9)                      | (DE7)                      | (DE8)                      | (DP1)                      | (DE9)                      |
|   | 125%                       | 120%                       | 115%                       | 110%                       | 105%                       | 100%                       | 95%                        | 90%                        | 85%                        | 0%                         |

| Select level →                                     | <input type="checkbox"/> 9 | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
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| <b>Legacy Single<br/>Premium Life</b><br>Ages 0-75 | (Y44)                      | (Y43)                      | (Y42)                      | (Y41)                      | (Y40)                      | (Y39)                      | (Y38)                      | (Y37)                      | (Y36)                      | (Y35)                      |
|  | 10%                        | 9%                         | 8%                         | 7%                         | 6%                         | 5%                         | 4%                         | 3%                         | 2%                         | 0%                         |

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|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>Bonus Flex Annuity</b><br>Ages 0-81                | (DH2)                      | (DH1)                      | (DG9)                      | (DG8)                      | (DG7)                      | (DG6)                      | (DG5)                      | (DG4)                      | (DG3)                      | (DG2)                      |
|   | 6%                         | 5.75%                      | 5.5%                       | 5.25%                      | 5%                         | 4.5%                       | 4%                         | 3.5%                       | 3%                         | 0%                         |
| <b>Ultra Annuity</b><br>Ages 0-75                     | (DN6)                      | (DN5)                      | (DN4)                      | (DN3)                      | (DN2)                      | (DN1)                      | (DM9)                      | (DM8)                      | (DM7)                      | (DM6)                      |
|   | 5%                         | 4.75%                      | 4.5%                       | 4.25%                      | 4%                         | 3.5%                       | 3%                         | 2.5%                       | 2%                         | 0%                         |
| <b>Ultra Secure</b><br>Ultra Secure 5 & 7 (Ages 0-75) | (DJ3)                      | (DJ2)                      | (DJ1)                      | (DH9)                      | (DH8)                      | (DH7)                      | (DH6)                      | (DH5)                      | (DH4)                      | (DH3)                      |
|   | 5%                         | 4.75%                      | 4.5%                       | 4.25%                      | 4%                         | 3.75%                      | 3.5%                       | 3.25%                      | 3%                         | 0%                         |

| Select level →             | <input type="checkbox"/> 9 | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>Income Access- SPIA</b> | (DK4)                      | (DK3)                      | (DK2)                      | (DK1)                      | (DJ9)                      | (DJ8)                      | (DJ7)                      | (DJ6)                      | (DJ5)                      | (DJ4)                      |
|                            | 6%                         | 5.75%                      | 5.5%                       | 5.25%                      | 5%                         | 4.75%                      | 4.5%                       | 4.25%                      | 4%                         | 0%                         |
| <b>Ultra Income- SPIA</b>  | (DG1)                      | (DF9)                      | (DF8)                      | (DF7)                      | (DF6)                      | (DF5)                      | (DF4)                      | (DF3)                      | (DF2)                      | (DF1)                      |
|                            | 5%                         | 4.75%                      | 4.5%                       | 4.25%                      | 4%                         | 3.75%                      | 3.5%                       | 3.25%                      | 2.75%                      | 0%                         |

**TRANSMITTAL FORM  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
MORTGAGE TERM/TERM LIFE EXPRESS/TERM LIFE COMPLETE**

1. **INDIVIDUAL/ENTITY NAME:** Identify individual/entity being contracted.

INDIV/ENTITY NAME: \_\_\_\_\_ SOC SEC/TIN #: \_\_\_\_\_

2. **REPORT TO NAME:** Identify the individual/entity in the hierarchy directly above the individual/entity being contracted.

INDIV/ENTITY NAME: \_\_\_\_\_ SOC SEC/TIN #: \_\_\_\_\_

3. **MGA NAME:** \_\_\_\_\_ **MGA PRODUCTION #:** \_\_\_\_\_

4. **ROLE:** Identify the role of the contracted individual/entity:  GENERAL AGENT  SPECIAL AGENT- (ALWAYS 0% compensation)

5. **TYPE OF REQUEST:**  New individual/entity  Hierarchy change  Schedule change  Appointment addition

6. **APPOINTMENT:** Identify the state(s) the contracted individual/entity is to be appointed to represent United of Omaha Life Insurance Company.  
\_\_\_\_\_

7. **PRODUCT/COMPENSATION:** Identify the level of compensation by placing a "X" in the box above the appropriate selection. All rates listed are first year "national" rates based on the youngest age break or lowest face amount, where applicable. State specials or special rules that impact compensation may apply. For a detailed listing of all first year and renewal commission rates, see the compensation schedules. The level you select must be equal to or less than the rates of the next level in the hierarchy. The commission amount selected will be reduced by any amounts Company pays to other persons in the down line hierarchy. In no event shall the rate paid to the individual/entity and the down line distribution exceed the rate selected.

Select One {

|                               | Select level → | <input type="checkbox"/> 16 | <input type="checkbox"/> 15 | <input type="checkbox"/> 14 | <input type="checkbox"/> 13 | <input type="checkbox"/> 12 | <input type="checkbox"/> 11 | <input type="checkbox"/> 10 | <input type="checkbox"/> 9 |
|-------------------------------|----------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|
| <b>Mortgage Term/TLE/TLC</b>  |                | (EP4)                       | (DY2)                       | (DY3)                       | (DY4)                       | (DY5)                       | (DY6)                       | (DY7)                       | (EY5)                      |
| Mtg Term 15/30/30 Installment |                | 150%                        | 145%                        | 140%                        | 135%                        | 130%                        | 125%                        | 120%                        | 115%                       |
| TLE/TLC 15/20/30 Guarantee    |                |                             |                             |                             |                             |                             |                             |                             |                            |

  

|                               | Select level → | <input type="checkbox"/> 8 | <input type="checkbox"/> 7 | <input type="checkbox"/> 6 | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 | <input type="checkbox"/> 0 |
|-------------------------------|----------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <b>Mortgage Term/TLE/TLC</b>  |                | (DY8)                      | (EY6)                      | (DY9)                      | (EG8)                      | (EG9)                      | (EH1)                      | (EH2)                      | (EH3)                      | (DZ1)                      |
| Mtg Term 15/30/30 Installment |                | 110%                       | 105%                       | 100%                       | 90%                        | 80%                        | 70%                        | 60%                        | 50%                        | 0%                         |
| TLE/TLC 15/20/30 Guarantee    |                |                            |                            |                            |                            |                            |                            |                            |                            |                            |

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

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

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

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

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

(optional)

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): \_\_\_\_\_

**Errors and Omission Insurance Information:**

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

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

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

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

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

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, 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**

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

## GENERAL AGENT AGREEMENT

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

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

### SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

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

(a) Vested Compensation,

and

(b) any net credit balance in GA's account for compensation earned as of the Termination Date.

4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:

(a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.

(b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.

(c) does any act which results in the suspension or revocation of GA's insurance license.

#### C. **GA'S DUTIES.**

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.

2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.

3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.

4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.

5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.

6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner

in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.

7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides

to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

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

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

**E. COMPENSATION ADMINISTRATION.**

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.

2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.
3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.

**F. TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.

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

**H. INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.

**I. INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including

reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

**J. GENERAL.**

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

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

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

**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. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.

4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.
5. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **"Termination Date"** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **"Vested Compensation"** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

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



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

|   |
|---|
| <b>MUTUAL OF OMAHA INSURANCE COMPANY<br/>UNITED OF OMAHA LIFE INSURANCE COMPANY<br/>UNITED WORLD LIFE INSURANCE COMPANY</b> |
| By: _____   |
| Name: _____   |
| Title: <u>Vice President Customer Service Administration</u>  |
| 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.

|                               |  |  |  |  |  |  |  |  |
|-------------------------------|--|--|--|--|--|--|--|--|
| <b>Social Security Number</b> |  |  |  |  |  |  |  |  |
|                               |  |  |  |  |  |  |  |  |

or

|                                       |  |  |  |  |  |  |  |  |
|---------------------------------------|--|--|--|--|--|--|--|--|
| <b>Employer Identification Number</b> |  |  |  |  |  |  |  |  |
|                                       |  |  |  |  |  |  |  |  |

**Certification**

Under penalties of perjury, I certify that:

- The number provided is my correct taxpayer identification number, **and**
- 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**
- 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.**

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | 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. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy Amendment shall remain in full force and effect.

#### A. Definitions.

Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Privacy and Security Rules.

1. **"Confidential Business Information"** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by GA or (b) information relating to direct or indirect compensation payable, paid or provided to GA under the Agreement.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"Privacy and Security Rules"** shall mean the Standards for Privacy and Security of Individually Identifiable Information at 45 CFR part 160 and part 164, and the Security Standards at 45 CFR part 160, part 162 and part 164 as they may be amended from time to time.
4. **"Protected Health Information"** shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of GA.

#### B. GA's Obligations Regarding Confidential Information.

1. **Non-Disclosure of Confidential Information.** GA agrees to retain all Confidential Information in strict confidence, and will not use or disclose Confidential Information to others except 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 and provided such disclosure is not otherwise prohibited under the Agreement. GA is responsible to Company for a breach of confidentiality by its Representatives.

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

**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 the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.
2. **Safeguarding.** GA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, GA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company.
3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** GA agrees to report to Company's Privacy Office any successful security

incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such successful security incident or unauthorized use or disclosure. GA shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. GA will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.

4. **Representatives.** GA agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, 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 Privacy and Security Rules. With regard to each such disclosure, GA will provide Company's Privacy Office 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 all 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 Privacy and Security Rules.

- D. **Return or Destruction of Confidential 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 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 the Agreement 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's Privacy Office 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 the Agreement and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.
- G. Amendment.** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to 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 Privacy and Security Rules, the Privacy and Security Rules 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: Michelle A. Lebens

Name: Michelle A. Lebens

Title: SVP Business Information & Project Management

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

# Check Deposit Authorization



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

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

**A VOIDED CHECK 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 to verify account number.**

Return completed form and copy of voided check to:

Mutual of Omaha Insurance Company                      or                      FAX to: 402-351-2646  
Attn: 6 - 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 \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

|                        |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number |  |  |  |  |  |  |  |  |
|                        |  |  |  |  |  |  |  |  |

or

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

List account number(s) here (optional)

## Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here**      Signature of U.S. person ▶

Date ▶

### Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

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

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [\_\_\_\_\_] is between BHC Marketing, Inc. ("BHC"), with its offices located at 25227 Grogan's Mill Rd Ste. 102, The Woodlands, Texas 77380 and [\_\_\_\_\_] , an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

### 1. Definitions.

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

### 2. Recitals.

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

**BHC:**  
BHC Marketing, Inc.

By: \_\_\_\_\_  
Lee R. Howard, Chief Executive Officer

**AGENT:**

Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_