

FIDELITY AND GUARANTY LIFE CONTRACTING INSTRUCTIONS

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

FOR INDIVIDUAL APPOINTMENTS ONLY:

1. Signed and Completed **Producer/Agency Form**.
2. Signed and Completed **W-9 is REQUIRED**.
3. Signed **Agent Indebtedness Agreement**.
4. 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.
5. Proof of **E&O Coverage (AL, KY, MA, MS, RI only)**.
6. **EFT** for all agents – please include copy of voided check. If check is NOT submitted, the form will not go in.

<p>Corporations: Agents who wish to have their commission assigned/paid to their corporation should also complete ANOTHER Producer/Agency Form for the corporation.</p>

Fax or e-mail the completed contracting package to:

Bhcmarketing

FAX: 775-261-9088

e-mail: licensing@bhcmarketing.com

Phone: 800-201-0224

Ask about how you can get a free website. Check it out at: www.demo.retirerx.com

Agent Appointment Instructions

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY**

Agents are required to be appointed by Fidelity & Guaranty Life Insurance Company in those states that they solicit business, both resident and non-resident license. Non-resident licensing is required for any overrides, which are paid in **AL, FL, NM, PA, NY, UT, LA, MS, WV, KY, SC** and **MT**.

States have guidelines on whether or not an agent can solicit business prior to appointment date. We designate states that have restrictions as "Sensitive States".

Sensitive states include **AL, DC, GA, IA, LA, NM, NC, PA** and **UT**.

State of Iowa requires for insurance companies to confirm that all Continuing Education requirements are fulfilled prior to Agent's soliciting business. FIDELITY & GUARANTY LIFE will not process agent appointment in the State of IA until the current Continuing Education Certificate has been received. In addition, FIDELITY & GUARANTY LIFE will not accept new business until the Continuing Education requirements have been received for appointment to be processed.

Fidelity & Guaranty Life pays all state appointment fees and renewal fees. Agents must complete a Producer Information Form from either a Managing General Agent or one of our field representatives. The compensation arrangement received will depend upon the level of committed production.

To ensure proper and timely contracting, it is important that you provide complete, accurate information. Attach all required documentation and/or fees. Make sure you read and understand the Market Conduct Guide. Keep all appointment documentation together, and submit the completed package to your recruiting General Producer:

- Signed and completed Producer Information
Note: California Licensed Agents that sell annuities should include a copy of their Continuing Education Certificate. Producer Information Form should be completed and signed for all individuals and/or agencies, corporations who are to receive payment of agent compensation directly from Fidelity & Guaranty Life. Agents who wish to have their commissions assigned to their agency should also complete the producer information form; corporation or who are principals of an agency/corporation complete this form. Be sure to indicate those states you wish to be appointed. Sign and complete W9.
- Electronic Funds Transfer (EFT direct deposit form) - Complete and sign the Authorization Agreement for Direct Deposit form and enclose a voided check or deposit slip.
- First-time licensees must enclose completed original state forms with appropriate fees.
- E&O Insurance coverage – Fidelity & Guaranty Life has negotiated cost effective group E&O coverage. To apply, complete and sign the Enrollment Form, and enclose a check made payable to Wells Fargo Insurance Services for your first year's premium. E&O coverage is mandatory in **AL, KY, MA, MS** and **RI**.

Agent appointment packages **MUST** be signed and submitted by your up-line and/or MGA (Master General Producer)

Questions about these procedures should be referred to Sales Support at (800-445-6758, prompt 1

Producer/Agency Form



- Producer
- Agency

- Fidelity & Guaranty Life Insurance Company
- Fidelity & Guaranty Life Insurance Company of New York

Instructions:

- Step 1.** Complete, Sign and Date this Form. If you are a corporate principal, complete a separate form for the corporation. Forward the form(s) to your appointing agency.
- Step 2.** Appointing General Agencies, please complete the bottom portion of the Form authorizing the hierarchy set up and compensation.
- Step 3.** Once contracted and you have been given access to SalesLink, you will be asked to sign additional Agreements via an electronic signature.

MGA Name: _____ MGA Number: _____
MGA Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Producer/Agency Information

Producer/Agency Name: _____
Residence Address: _____
City: _____ State: _____ Zip: _____
Residence Phone: _____
Cell Phone: _____
Business Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____ Fax: _____
e-mail address: _____
Date of Birth: _____
Social Security Number: _____
Corporation TIN Number: _____
Gender: M F Agency
Resident State License No.: _____

Attach additional non resident licenses in which you wish to be appointed.

Broker Dealer Name: _____

Life Target Premium - Previous 12 Months: \$ _____
FG Life Premium - Next 12 Months: \$ _____

Fixed/Fixed-Indexed Annuity Premium - Previous 12 Months: \$ _____
FG Annuity Premium - Next 12 Months: \$ _____

- 1. Have you ever filed for bankruptcy? Yes No
- 2. Have you ever been the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction?
 Yes No
- 3. Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?
 Yes No
- 4. Have you ever been accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service?
 Yes No

- 5. Have you ever been *alleged* to have engaged in any fraud?
 Yes No
- 6. Have you ever been *found* to have engaged in any fraud?
 Yes No
- 7. Have you ever been convicted of any crime?
 Yes No
- 8. Have you ever been barred, fined or disciplined by any insurance, securities or other regulator in any jurisdiction?
 Yes No
- 9. Have you ever had your license to offer or sell insurance products or securities suspended or revoked in any jurisdiction?
 Yes No
- 10. Do you hold a current Certificate of Continuing Education for California and/or Iowa? Yes (Please attach a copy) No
- 11. Have you taken the AML training course? Yes No
(If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)

If the Answer to any question from 1-9 above is yes, please attach an explanation. Additional information such as supporting documents may be required.

By signing below, I: (i) certify that all of the information provided on this form is true and correct and I acknowledge that my failure to provide truthful and accurate information is a valid basis for the immediate termination of my relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (the "Company" in reference to either or both, as applicable), for cause; (ii) authorize the Company to conduct an investigation of my background and to disclose the results of any such investigation to the Agency(ies) with which I am or become affiliated; and (iii) acknowledge that I have received, read, and will comply with the Company's Code of Ethical Conduct and Market Conduct Guide, and that I have received, read, and agree to be bound by the terms of the Company's Producer/Agency Agreement (each as amended from time-to-time). I understand that I can access all of these documents on SalesLink.

Signature of Producer
or Principal of Agency: _____
Date: _____

To be completed by the Appointing Agency

Name of Agency: _____ AGA Code: _____
Approved compensation level/contract type(s): _____
Signature of Authorized Agent: _____ Date: _____

Only Authorized forms can be faxed directly to Fidelity & Guaranty Life at 410.895.0129.

Fidelity & Guaranty Life products are underwritten by OM Financial Life Insurance Company in all states and DC other than New York and, in New York only, OM Financial Life Insurance Company of New York.

ADMIN 5477 (01-2011)

Authorization Agreement for Direct Deposit To Savings or Checking Account

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

I (we) hereby authorize FIDELITY AND GUARANTY LIFE INSURANCE COMPANY ("FIDELITY AND GUARANTY") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that Fidelity and Guaranty notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account by it in error, I (we) hereby authorize the Bank to return said funds to Fidelity and Guaranty upon demand, and agree to hold Fidelity and Guaranty harmless from any and all liability in connection therewith. Fidelity and Guaranty will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Agent Number	Payee's Name (Please Print)	Bank Account Number	Bank Name	
Bank Address	City	State	Zip Code	Bank Phone Number
ABA Transit / Routing Number (Lower left corner of your check)			Bank Account Type: <input type="radio"/> Checking <input type="radio"/> Savings	

This authorization is to remain in force until Fidelity and Guaranty has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. This authorization is governed by Maryland law, including Maryland Uniform Commercial Code.

Payee's Signature

Date

Joint Payee's Signature (if jointly paid, both parties must sign)

Date

Attach Voided Check Here

Return to **FIDELITY AND GUARANTY LIFE INSURANCE COMPANY**: Fax No. 410-895-0129

REMINDER

New Suitability Procedures

Product Training Must be Completed by March 1, 2011

In March 2010, the National Association of Insurance Commissioners (“NAIC”) adopted its Revised Suitability in Annuity Transactions Model Regulation (“The Revised Model”). The Revised Model sets forth standards and procedures for recommendations to consumers resulting in annuity transactions to ensure that the consumer’s insurance needs and financial objectives are appropriately addressed.

OM Financial Life Insurance Company (the “Company”) will adopt and implement the requirements of the Revised Model as an industry best practice on a nationwide basis.

The Company will apply the Revised Model standards and procedures to all annuity purchases, replacements and exchanges solicited on or after January 1, 2011.

As a Reminder

- It’s the producer’s responsibility to be knowledgeable about the Company’s annuity products prior to solicitation, however, effective January 1, 2011, the Company will require appointed producers to complete online training modules for each OM Financial Life annuity product series prior to solicitation of any annuity product in that series. Certification that such training was completed is required to be submitted to the Company.
- The Company will allow a short transition period where no business will be rejected for lack of certification (note: appointed producers are expected to complete the training prior to solicitations after January 1, 2011).
- Beginning March 1, 2011, any application solicited prior to the producer’s completion of the training and submission of the required certification will be rejected.
- Producers appointed on or after 1/1/11 will need to complete training and submission of the required certification before an annuity application may be solicited. Any application solicited prior to completion of the training will be rejected.

Product training is now available for both appointed producers with the Company and prospective producers with the Company.

Training for Active Agents with the Company:

- Visit SalesLink through www.omfn.com, then enter your user ID and password.
- Click on the “Required Annuity Product Training” drop down box, then select the product training module you would like to take.
- Validate your email address, so we may send you future notices concerning product changes.
- Once you have completed the training module you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

Training for Not Yet Active Agents with the Company:

- Log on to www.omfn.com and select the “Producer Required Annuity Product Training” link.
- Log in under the “Not Yet Active Agent” section.
- You will be prompted to provide us with a few details so we can appropriately record your training courses when you become appointed with the Company, and are able to send you future notices concerning product changes.
- Click the “Training Module-Online Certification” column to select the product training module you would like to take.
- Once you have completed the training you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

If you have any questions about this annuity training, please contact us at salesmarketing@omfn.com or 1-800-445-6758.

Old Mutual is the marketing name of OM Financial Life Insurance Company, and in NY only, OM Financial Life Insurance Company of New York, Old Mutual plc companies. Each Old Mutual Company is solely responsible for its contractual commitments.

FOR PRODUCER USE ONLY – NOT FOR THE USE WITH THE GENERAL PUBLIC.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [_____] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, 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 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; (c) 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: _____
Michael Tanguay, VP, Chief Compliance Officer

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____



Fixed Annuities

OM MYGA 3 (MYG03N, MYG03R)

First Year 0-99	Renewal
0.000%	None

OM MYGA 5 (MYG05N, MYG05R)

First Year 0-99	Renewal
0.000%	None

OMGuarantee-Platinum 3™ (3MYGAR & 3MYGAM) All States Except MN

First Year Issue Age Last Birthday Age 0-79	First Year Issue Age Last Birthday Age 80-90	Renewal
1.500%	0.750%	None

OMGuarantee-Platinum 5™ (5 Yr. Guar) (SG05M, SB05M, SG05T) All States Except MN

First Year Issue Age 0-79	First Year Issue Age 80-90	Renewal
2.500%	1.250%	None

OMGuarantee-Platinum 7™ (7 Yr. Guar) (SG07M, SG07T, SB07MR) All States Except MN

First Year Issue Age 0-79	First Year Issue Age 80-90	Renewal
3.250%	1.625%	None

OMGuarantee-Plus - 7™ (7 Yr. Guar) (SG07P, SG07PT, SB07M) All States Except MN

First Year Issue Age 0-79	First Year Issue Age 80-90	Renewal
3.250%	1.625%	None

OMGuarantee-Plus 3™ (3MYGAP & 3MYGAN) All States Except MN

First Year Issue Age Last Birthday Age 0-79	First Year Issue Age Last Birthday Age 80-90	Renewal
1.500%	0.750%	None



**OMGuarantee-Plus 5™ (5 Yr. Guar)
(SG05P, SG05PT, SB05MP)
All States Except MN**

First Year Issue Age 0-79	First Year Issue Age 80-90	Renewal
2.500%	1.250%	None

Immediate Annuities

OM Immediate-Income (FIDS42 and FIDS46)

Issue Age 0-89	Issue Age 90+	Renewal
2.0000	0.0000	None

OM Immediate-Safeguard Balloon Benefit Payout Period (For Annuitizations Plan Code FNDSSA)

Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+	Renewal
0.250%	0.250%	0.750%	1.250%	2.000%	3.000%	4.000%	4.500%	4.000%	None

OM Immediate-Safeguard Balloon Benefit Payout Period FIDS45, FIDN45 & FIDQ45

Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+	Renewal
0.250%	0.250%	0.750%	2.250%	4.000%	5.000%	6.250%	7.500%	8.000%	None

OM Immediate-Safeguard Level Benefit Payout Period (For Annuitizations Plan Code FNDSSA)

Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+	Renewal
0.250%	0.250%	0.750%	1.250%	2.000%	2.000%	3.000%	3.500%	4.000%	None

OM Immediate-Safeguard Level Benefit Payout Period FIDS45, FIDN45 & FIDQ45

Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10+	Renewal
0.250%	0.250%	0.750%	2.250%	4.000%	5.000%	6.250%	7.500%	8.000%	None

Index Annuities



OM Index-Safety 10™ All States Except AK, CT, MA, OK, TX and WA

Standard Compensation Option 1 - \$1 M & Less (Years 1 - 3) (EIAHQ0) All Fund Options Age Last Birthday 0 - 79	Standard Compensation Option 1 - \$1 M & Less (Years 1 - 3) (EIAHQ0) All Fund Options Age Last Birthday 80 - 85	Commission Option 2 - 1.00% Trail - (Years 1 - 3) (EIAQ0T) All Fund Options Age Last Birthday 0 - 79	Renewal
7.000%	3.500%	1.250%	None

OM Index-Safety 10™ w/Trail (EIAH0P) All States Except AK, CT, MA, OK, TX and WA

Standard - Compensation Option 1 With PTO - \$1 M & Less (Years 1 - 3) (EIAH0P) All Fund Options Age Last Birthday 0 - 79	Standard - Compensation Option 1 With PTO - \$1 M & Less (Years 1 - 3) (EIAH0P) All Fund Options Age Last Birthday 80 - 85	Renewal
4.350%	2.175%	None

OM Index-Safety 10 - AK, CT, MA, OK, TX and WA Only

Standard Compensation Option 1 - \$1 M & Less (Years 1 - 3) (EIAHQ0) Age 0-79	Standard Compensation Option 1 - \$1 M & Less (Years 1 - 3) (EIAHQ0) Age 80-85	Standard - Compensation Option 1 With PTO - \$1 M & Less (Years 1 - 3) (EIAH0P) Age 0-79	Standard - Compensation Option 1 With PTO - \$1 M & Less (Years 1 - 3) (EIAH0P) Age 80-85	Commission Option 2 - 1.00% Trail - (Years 1 - 3) (EIAQ0T) Age 0-79	Renewal
5.250%	2.625%	2.850%	1.425%	1.100%	None

OM Index-Accelerator 10™ All States Except AK, MA, TX and WA (EIAV10)

Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
7.500%	3.750%	None



OMIndex-Accelerator 10™ Applies to MA and AK, WA Only (EIAV10)

Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
6.250%	3.125%	None

OMIndex-Accelerator 10 Applies to TX Only (EIAV10)

Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (EIAV10) (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
6.750%	3.375%	None

OMIndex-Accelerator 7™ (EIAV07)

Standard Compensation (EIAV07) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (EIAV07) (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
5.000%	2.500%	None

**OMIndex-Escalator 10™
All States Except AK, CT, MN, TX and UT (EIAF10)**

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
6.500%	3.250%	None

**OMIndex-Escalator 10™
Applies to AK, CT, MN, TX and UT ONLY (EIAF10)**

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
5.500%	2.750%	None



OMIndex-Escalator 10™ w/Trail
All States Except AK, CT, MN, TX and UT
(EIAF0P)

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
4.200%	2.100%	None

OMIndex-Escalator 6™ (EIAF06)

Issue Age Last Birthday 0-79 All Options (Years 1-3)	Issue Age Last Birthday 80-85 All Options (Years 1-3)	Renewal
4.000%	2.000%	None

OMIndex-Escalator 6™ w/Trail (EIAF6P)

Issue Age Last Birthday 0-79 All Options (Years 1-3)	Issue Age Last Birthday 80-85 All Options (Years 1-3)	Renewal
1.550%	0.775%	None

OMIndex-Escalator 8™ (Flex Premium) w/Trail (EIAF8P)
All States Except AK, CT, MN, TX, UT, WA and OR

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
3.350%	1.675%	None

OMIndex-Escalator 8™
All States Except AK, CT, MN, TX and UT
(EIAF08)

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
5.500%	2.750%	None

OMIndex-Escalator 8™
Applies to AK, CT, MN, TX and UT ONLY
(EIAF08)

Issue Age 0-79 All Options (Years 1-3)	Issue Age 80-85 All Options (Years 1-3)	Renewal
4.500%	2.250%	None



OMIndex-Safety 7™ (All States Except AK, CT, MA, MN, TX, UT and WA)

Standard - Compensation Option 1 (EIAHQ7) \$1M & Less (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard - Compensation Option 1 (EIAHQ7) \$1M & Less (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Compensation Option 2 - 1.00% Trail (EIAQ7T) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Renewal
5.500%	2.750%	0.900%	None

OMIndex-Safety 7™ (Applies to AK, CT, MA, MN, TX, UT and WA Only)

Standard - Compensation Option 1 (EIAHQ7) \$1M & Less (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard - Compensation Option 1 (EIAHQ7) \$1M & Less (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Compensation Option 2 - 0.75% Trail (EIAQ7T) (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Renewal
4.350%	2.175%	0.900%	None

**OMIndex-Safety 7™ w/Trail
All States Except AK, CT, MA, MN, TX, UT, and WA (EIAH7P)**

Standard - Compensation Option 1 With Trail (EIAH7P) \$1 M & Less (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard - Compensation Option 1 With Trail (EIAH7P) \$1 M & Less (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
3.800%	1.900%	None



**OMIndex-Safety 7™ w/Trail
 Applies to AK, CT, MA, MN, TX, UT, and WA ONLY
 (EIAH7P)**

Standard - Compensation Option 1 With Trail (EIAH7P) \$1 M & Less (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard - Compensation Option 1 With Trail (EIAH7P) \$1 M & Less (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
2.650%	1.325%	None

OMIndex-Spectrum 9™ (EIAT9C) Applies to MA, WA & CT Only

Standard Comp Option 1 \$1M and less All Fund Options (EIAT9C) Age 0-79	Standard Comp Option 1 \$1M and less All Fund Options (EIAT9C) Age 80-85	Renewal
7.250%	3.625%	None

OMIndex-Spectrum 9™ (EIAT9P) Applies to MA, TX, WA, CT, AK & MN Only

Standard Comp Option 1 w/ PTO \$1M and less All Fund Options (EIAT9P) Age 0-79	Standard Comp Option 1 w/ PTO \$1M and less All Fund Options (EIAT9P) Age 80-85	Renewal
5.250%	2.625%	None

OMIndex-Spectrum 9 (EIAT9C) Applies TX Only

All Options \$1Million and Less (EIAT9C) All Fund Options Age Last Birthday 0 - 79	All Options \$1Million and Less (EIAT9C) All Fund Options Age Last Birthday 80 - 85	Renewal
8.000%	4.000%	None



OMIndex-Spectrum 9™ Applies to All States Except MA, TX, WA & CT (EIAT9C)

Standard Comp Option 1 \$1M and less All Fund Options (EIAT9C) Age 0-79	Standard Comp Option 1 \$1M and less All Fund Options (EIAT9C) Age 80-85	Renewal
9.000%	4.500%	None

OMIndex-Spectrum 9 with PTO All States Except MA, TX, WA, CT, MN, & AK (EIAT9P)

Standard Comp Option 1 w/ PTO \$1M and less All Fund Options (EIAT9P) Age 0-79	Standard Comp Option 1 w/ PTO \$1M and less All Fund Options (EIAT9P) Age 80-85	Renewal
6.750%	3.375%	None

Prosperity Elite 7 (EIMV07)

Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
5.000%	2.500%	None

Prosperity Elite 10 (EIMV10)

Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
7.000%	3.500%	None



Prosperity Elite 14 (EIMV14)		
Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 0 - 79	Standard Compensation (Years 1 - 3) All Fund Options Age Last Birthday 80 - 85	Renewal
8.000%	4.000%	None

***Medicaid SPIA-Balloon + Level Benefit Payout Periods-Commissions will be paid based on the Benefit Payout period in whole years. Example: 2yrs 8 months will be calculated using the 2 year Benefit Payout Period.

BASIC COMMISSIONS - Basic Commissions on Authorized Contracts listed below shall be payable in accordance with this Compensation Schedule. Basic Commissions are expressed as percentages of premiums received and accepted by the Company subject to the other provisions herein contained based on the policy effective date. Basic Commissions on additional policies and riders hereafter offered by the Company shall be payable at rates to be furnished by the Company. Any policies in force at the time this Compensation Schedule becomes effective shall be subject to the commission and commission chargeback provisions set forth in the Compensation Schedule applicable at the time such policies were issued. Commissions shall not be paid on any premiums waived or paid by the Company. This schedule is subject to change at any time by the Company.

LARGE DEFERRED ANNUITY CASES - Traditional Fixed and Multi Year Guarantee Annuities (MYGA)- A large case is one in which the total first year premium is in excess of \$600,000. A commission reduction of 50 basis points for any policy(s) issued on the same client in the same year for which the total first year premium in aggregate exceeds \$600,000 will be made retroactive to the first dollar of premium (reduction is on the entire amount). Subsequent premiums may result in a chargeback if it causes the total premium to exceed \$600,000. Indexed Annuities - For all Indexed Annuities, premiums are accepted up to and including \$1,000,000 with no prior Home Office approval or reduction in commission. OMFN reserves the right to refuse to accept premiums in excess of \$1,000,000 or choose a specific compensation option.

COMMISSION FOR INTERNAL REPLACEMENTS - New policies issued by the Company as a result of internal replacement of existing policies will be compensated at a reduced rate set by the Company. The concurrent termination of one policy and issue of another will be treated as a replacement. Similarly, cash values paid to policyholders and subsequently returned for application to newly issued policies will be treated as if they were transferred directly and compensation will be adjusted accordingly. Policy values applied towards premium will not receive commission.

COMMISSION CHARGEBACK – First year commissions on annuities unless otherwise indicated will be charged back at the rate of 100% on full surrenders, and partial surrenders which exceed the free amount (if any) or MRD, during the first twelve policy months and at the rate of 50% during the second twelve policy months.

ADDITIONAL - First year commissions will be charged back for: Any policy which is considered a "not taken"; Any policy which is not issued by the company, or if already issued, is rescinded; Any situation in which the producer fails to conform to applicable state regulations and /or company policies and procedures; Any situation in which the producer fails to reasonably cooperate with the company.

CHARGEBACKS ON EARLY ANNUITIZATIONS (Applies to both traditional annuitization and annuitization under OM Safeguard): * If the annuitization of the Deferred Contract is within the commission chargeback period, 100% commission will be chargeback * If the annuitization is after the commission chargeback period, there is no chargeback.

COMMISSIONS ON ANNUITIZATION OF DEFERRED ANNUITIES (Applies to both traditional annuitization and annuitization under OM Safeguard): Commissions on Annuitizations from a Deferred Contract that was issued 1/1/2010 or forward, No additional compensation will be paid.

Commissions on Annuitizations from a Deferred Contract that was issued prior to 01/01/10 will be paid Full SPIA commissions on annuitizations during the commission chargeback period and after the policy surrender penalty expires.

*For annuities with repeating surrender charge periods, full SPIA commissions will be paid on annuitizations which occur at any time after the second interest rate guarantee period.

DEATH OF OWNER – There are no chargebacks on death of a policyowner.

TRAIL COMPENSATION - Trail compensation is offered at issue only and cannot be changed after issue (no reissues). The trail compensation will be generated based on the percent indicated per year for the life of the contract unless otherwise indicated. The trail compensation will be based on the account value and will be paid quarterly (end of the quarter) beginning after the first policy year. The trail compensation will be paid to the writing agent level only for the life of the contract unless indicated on the matrix otherwise. The trail compensation is not available over age 79.

PTO - Performance Trail Option

This Compensation Schedule is effective as of the later of April 22, 2011 or the date the referenced products are approved by the Company for sale in the state(s) in which you do business.

R7 Street - (Effective 4/22/2011)