



SOLICITING PRODUCER INFORMATION CHECKLIST

MUTUAL OF OMAHA RETIREMENT SERVICES

- Step 1:** Complete and submit page 8 of the Producer Agreement BMO207.
- Page 8 – Sign and date applicable signature block
 - Page 8 – Complete Taxpayer Identification and Certification section
- Step 2:** If you are soliciting in the state of **New York**, complete and submit page 9.
- Page 9 – Sign and date applicable signature block
 - Page 9 – Complete Taxpayer Identification and Certification section
- Step 3:** Sign and submit the FCRA Disclosure.
- Step 4:** Complete and submit the Background and Information Sheet.
- Step 5:** Submit copies of the insurance licenses for all states in which the Soliciting Producer will solicit. Please note, United of Omaha will require additional lines of authority to solicit the 401(k).

Lines of authority for Life and Variable Annuity in the following states:

- **Alabama, Arizona, Colorado, Delaware, D.C., Florida, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Montana, Nebraska, New Jersey, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Dakota, Utah, Vermont, Virgin Islands, West Virginia and Wisconsin.**

Line of authority for Life in the following states:

- **Alaska, Arkansas, California, Connecticut, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, New York, South Carolina, Tennessee, Virginia, Washington and Wyoming.**

Line of authority for Variable Annuity in the following states:

- **Oklahoma, Oregon, Pennsylvania and Rhode Island.**

The Life and Variable licensing procedures and requirements vary from state to state. Please check with the Department of Insurance to verify their requirements for obtaining your license

- Step 6:** Fax the completed paperwork to (402) 997-1901 or e-mail rpdcpliance@mutualofomaha.com

The Soliciting Producer's appointment will become effective approximately **20 days** after receipt of completed appointment paperwork. *To avoid any unnecessary delay in processing, please ensure all items on this checklist have been completed and submitted.*

Please contact RPD Compliance with any questions:

**Mutual of Omaha Retirement Services
10-RPD Compliance
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001
Tel: (800) 356-3436 / Fax: (402) 997-1901
E-mail: rpdcpliance@mutualofomaha.com**

PRODUCER AGREEMENT

This Producer Agreement (“Agreement”) is between the undersigned Producer (“Producer”) and each insurance company which executes this Agreement (each a “Company”) and is effective on the date it is signed by an Authorized Representative of Company.

If more than one Company executes this Agreement with Producer, Producer and each such Company agree that there shall be deemed to be separate and distinct agreements between Producer and each such executing Company. The rights and obligations of each Company under this Agreement shall be separate and distinct from the rights and obligations of any other Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company.

The parties agree as follows:

- A. **DEFINITIONS.** Capitalized terms used in this Agreement which are not otherwise defined are used with the meanings assigned to them in Section L. of this Agreement.
- B. **APPOINTMENT.** Company authorizes Producer to solicit Product applications. Company agrees to appoint Producer with the appropriate state insurance departments for Producer to solicit Product applications. This appointment is not exclusive, and Company retains the right to appoint, at any time, any other persons or entities to solicit Product applications.
- C. **COMPENSATION.**
 - 1. **For Each Product.** Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time upon notice to Producer without consent of Producer. Company shall distribute revised Compensation/Product Schedules to Producer. Producer agrees to, and shall comply with, all terms and conditions of Compensation/Product Schedules. If this Agreement replaces an existing producer agreement with Company, any commission or compensation schedule, attachment or exhibit under such other agreement shall be deemed to be a Compensation/Product Schedule under this Agreement, except as otherwise specified by Company in a notice to Producer. However, in the event of any conflict or inconsistency between the terms of this Agreement and such other agreement or any commission or compensation schedule, attachment or exhibit under such other agreement, the terms and conditions of this Agreement shall control.
 - 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments and addendums, no compensation is earned until:
 - (a) Producer 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 or fee for the Product is received and accepted by the Company.
- 3. **No Compensation After Termination.** Producer shall not be entitled to any compensation after the Termination Date of this Agreement, except for compensation payable on premiums or fees received and accepted by Company prior to the Termination Date.
- 4. **Forfeiture.** Producer will forfeit all rights to receive compensation, if, in the sole reasonable discretion of Company, Producer commits any of the following acts:
 - (a) breaches any material provision of this Agreement, including, without limitation, any such provision 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 Producer's insurance license.

D. PRODUCER'S DUTIES.

- 1. **Licenses and Approvals.** Producer shall obtain and maintain all necessary licenses and regulatory approvals to perform the services under this Agreement, and shall provide copies thereof to Company at the address shown in Section K.3.
- 2. **Solicitation and Service.** Producer may solicit applications for Products and shall provide service to Producer's customers.
- 3. **Confidentiality and Privacy.** Producer shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may revise the Confidentiality and Privacy Amendment upon written notice to Producer.
- 4. **Compliance with Laws and Conduct.** Producer shall comply with all applicable laws and regulations and act in an ethical and 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 customers or clients.
- 5. **Compliance with Company Policies.** Producer shall comply, and shall ensure that its employees and agents comply, with all policies, practices, procedures, processes and rules of Company. Producer shall promptly notify Company if Producer or any of its employees or agents are not in compliance with any Company policy, practice, procedure, process or rule.

6. **Insurance.** Producer shall have and maintain Errors and Omissions liability insurance covering Producer and Producer's employees during the term of this Agreement in an amount and nature and with such carrier(s) as may be satisfactory to Company, and shall provide evidence of such insurance to Company upon its request. If any of Producer's coverage is on a claims-made basis, for three years after the Termination Date, Producer will continue such coverage with a nonadvancing retroactive date or purchase tail coverage for all losses or liabilities relating to actions or failures to act which may have occurred during the term of this Agreement.
7. **Fiduciary Responsibilities.** Producer shall be responsible for all money collected on behalf of Company by Producer and Producer's employees and shall remit to Company all such money no later than five calendar days after receipt, or within any shorter period required by law. All money tendered as payment for a Product shall be the sole and exclusive property of Company and shall be held by Producer purely in a fiduciary capacity and not for Producer's own benefit. Producer is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Producer shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
9. **Advertising Materials.** Producer shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
10. **Notice of Litigation or Regulatory Proceeding.** Producer 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 the option to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
11. **Delivery to Customers.** Upon request from Company, Producer shall deliver to its customers any money, Products or information that Company provides to Producer for the purpose of fulfilling Company's obligation to provide such money, Products or information to the customer, including, without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Producer. Producer shall deliver such money, Products or information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

E. LIMITATIONS. Producer, either directly or through its employees or 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 the terms of any contract or Product, or make, waive or discharge any contracts or Products on behalf of Company.
3. **Payments and Reinstatement.** Extend the time for payment of any premium or fee, waive any premium or fee, 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 form of payment or method authorized in writing 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. **Misrepresentation.** Misrepresent any provision, benefit, premium or fee of any Product.

F. COMPENSATION ADMINISTRATION.

1. **Payment.** All compensation for Products solicited by Producer while this Agreement is in effect shall be paid to Producer or to such other individual or organization identified on the applicable Compensation/Product Schedule, provided that either Producer or such other individual or organization is the producer of record. If compensation is paid to such other individual or organization, Company has no obligation to pay compensation to Producer for any services performed pursuant to this Agreement. Compensation hereunder shall be based upon initial and renewal premiums and fees received and accepted by Company for Products issued upon applications submitted by or through Producer. Compensation shall only be paid to an individual or organization which is properly licensed and appointed as required by law.
2. **Effect of Return of Premium or Fees.** If any premiums or fees shall be returned or refunded by Company on any Product, or should Company become liable for the return thereof either before or after the Termination Date, Producer shall pay to Company all compensation previously paid to Producer by Company on such returned premium or fees.
3. **Indebtedness.** Interest will accrue on any amount due to Company from Producer under this Agreement which has not been paid within 30 days of receipt of written demand for such amount at the rate of 12 percent a year, compounded monthly, or the highest rate permitted by law, whichever is lower. Company is

authorized to set-off and apply any and all obligations or Indebtedness of Producer or Producer's employees or affiliates to Company or its affiliates to any and all amounts due to Producer from Company under this Agreement. This right of set-off does not require Company to make any prior demand upon Producer, and the right exists irrespective of whether the obligations of Producer or Producer's employees or affiliates are contingent or unmatured. The rights of the Company under this Section are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.

4. **Limitation of Compensation Actions.** Any claim by Producer regarding compensation must be brought within one year from the date the compensation was reported on an accounting or written statement issued from Company to Producer. Any claim regarding compensation must be brought against the Company which issued the Compensation/Product Schedule to which the claim relates.

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

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

I. 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 Producer for the purpose of verifying Producer's compliance with the provisions of this Agreement.

J. INDEMNITY AND HOLD HARMLESS. Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission by the indemnifying party or any of its employees or agents in the performance of its duties under this Agreement or other agreements with Company, including, without limitation, any breach of its obligations provided in this Agreement.

K. GENERAL.

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue to or withdraw from a customer a specific policy, contract, investment vehicle or other offering of Company. 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. Producer of record letters or requests from customers shall be recognized by Company, provided such letters or requests are submitted to Company on the customer's letterhead and signed by an authorized official of the customer. Notwithstanding the foregoing, Company reserves the right to name or 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 or overnight courier service to:

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

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment, the Compensation/Product Schedules and all amendments and addendums to this Agreement constitute the entire agreement between the parties regarding the Products sold under this Agreement and supersede and replace any previous agreements between the parties relating to the subject matter herein.
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 the principles of conflicts of law of that State or any other state. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to the principles of conflicts of law of that State or any other state.
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. **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. **Amendment.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments or addendums to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or addendum to this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments or addendums 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. **Assignment.** No assignment of this Agreement or any compensation payable hereunder shall be valid unless approved in writing by an Authorized Representative.
10. **Survival.** Producer's appointment pursuant to Section B. of this Agreement shall immediately terminate on the Termination Date. Except for Section D.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
11. **Beneficiary.** If Producer is an individual and entitled to compensation under this Agreement, Producer shall designate a beneficiary for payment of any compensation under this Agreement becoming due after Producer's death. Such beneficiary shall be (a) specified on the signature page of this Agreement or (b) such other party or parties as Producer may designate by written notice delivered to and recorded by Company.
12. **Headings.** All sections or other headings 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.

L. DEFINITIONS. The following terms have the following meanings. Any singular word shall include any plural of the same word.

1. **"Authorized Representative"** means the Chief Executive Officer or President of a Company or an individual authorized in writing by the Chief Executive Officer or President.
2. **"Compensation/Product Schedule"** means a Company's distributed commission or compensation schedule that (a) specifies the amounts and conditions under which commissions or other compensation will be due and payable to Producer or other appropriate individual or organization for any Product, and (b) is made a part of this Agreement.
3. **"Indebtedness"** means any amounts owed by Producer to Company, including but not limited to (a) the chargeback of any compensation paid to Producer under this or any other agreement, if the monies on which such compensation was based are not collected or are returned or refunded by Company, (b) any advances made by Company to Producer, (c) any expenses incurred by Company on behalf of Producer, and (d) any amount paid by Company which, in its determination, resulted from fraud, misrepresentation or other improper conduct by Producer.
4. **"Product"** means any insurance policy, contract (including, without limitation, an administrative services contract), investment vehicle or other offering identified in any Compensation/Product Schedule.
5. **"Termination Date"** means the later to occur of (a) the date on which Producer or Company sends written notice of termination to the other party, or (b) the date specified by Producer or Company in a written notice of termination to the other party.

**TO BE COMPLETED BY PRODUCER
SOLICITING IN ANY STATE EXCEPT NEW YORK**

COMPLETE AND SIGN ONLY THE SIGNATURE BLOCK AND THE TAXPAYER IDENTIFICATION AND CERTIFICATION SECTION.

PRODUCER (If Producer is an individual)

By: _____
(Signature always required)

Printed Name: _____
(Same as Signature Above)

Designated Beneficiary: _____

Date: _____

Complete if
Signing as
Individual

Taxpayer Identification and Certification										
<p>Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ? _____</p>										
<p>Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; margin: 0;">Social Security Number</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">+</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">+</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> </div>				+		+				
		+		+						
<p>Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 1. The number provided is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). 										
<p>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.</p>										
<p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p>										
<p>Sign Here</p>	<p>Signature of U.S. person →</p>									
<p>Date →</p>										

Complete
and Sign

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

By: _____

Name: _____

Title: _____

Date: _____

**TO BE COMPLETED BY PRODUCER
SOLICITING IN NEW YORK**

COMPLETE AND SIGN ONLY THE SIGNATURE BLOCK AND THE TAXPAYER IDENTIFICATION AND CERTIFICATION SECTION.

PRODUCER (If Producer is an individual)

By: _____
(Signature always required)

Printed Name: _____
(Same as Signature Above)

Designated Beneficiary: _____

Date: _____

Complete if
Signing as
Individual

Taxpayer Identification and Certification												
<p>Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ? _____</p>												
<p>Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="margin: 0;">Social Security Number</p> <table style="border-collapse: collapse; width: 100%; text-align: center;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> <td style="border: 1px solid black; width: 20px; height: 20px;"> </td> </tr> </table> </div>												
<p>Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 1. The number provided is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien). 												
<p>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.</p>												
<p>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p>												
<p>Sign Here</p>	<p>Signature of U.S. person → _____</p> <p style="text-align: right;">Date → _____</p>											

Complete
and Sign

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

By: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIALITY AND PRIVACY AMENDMENT

PRODUCER AGREEMENT

This “Confidentiality and Privacy Amendment” is made a part of and incorporated into the Producer Agreement between Producer 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 Producer or (b) information relating to direct or indirect compensation payable, paid or provided to Producer under the Agreement.
2. **“Confidential Information”** means Confidential Business Information and Protected Health Information.
3. **“Privacy and Security Rules”** means the Standards for Privacy 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 Producer.

B. Producer’s Obligations Regarding Confidential Information.

1. **Non-Disclosure of Confidential Information.** Producer agrees to retain all Confidential Information in strict confidence. Producer will not use or disclose Confidential Information to others, except to Producer’s Representatives for purposes related to Producer’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. Producer is responsible to Company for a breach of confidentiality by its Representatives.

2. **Safeguarding.** Producer 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.** Producer 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 Producer 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. Producer shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Information Regarding Confidential Information.** Producer agrees to adequately inform its Representatives of the obligations set forth herein relating to Confidential Information.
5. **Offshore Outsourcing.** Producer agrees that it will not allow any Confidential Information to leave the United States without prior written consent of Company's Privacy Office. Producer further agrees that any Representative to whom it provides customer information agrees to the same restriction.

C. Producer's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** Producer 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.** Producer agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, Producer 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 transfers on behalf of Company.
3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** Producer 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 Producer becomes aware of such successful security incident or unauthorized use or disclosure. Producer shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. Producer 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.

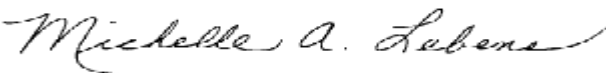
4. **Representatives.** Producer agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, Producer 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.** Producer 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.** Producer 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, Producer will provide Company's Privacy Office (a) the date of the disclosure, (b) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (c) a brief description of the Protected Health Information disclosed, and (d) a brief statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.
8. **Inspection of Internal Practices, Books and Records.** Producer agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.

D. Return or Destruction of Confidential Business Information and Protected Health Information. Upon termination of the Agreement, for any reason, Producer 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, Producer shall return, if feasible, all

Protected Health Information that Producer 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 Producer'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 Producer maintains the Protected Health Information.

- E. Disclosures Required by Law or a Governmental Authority.** If Producer is required to disclose Confidential Information in response to legal process or a governmental authority, Producer shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. Producer 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.** Producer 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 Producer without the consent of Producer. 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 Producer 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 Producer, if Producer has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: 

Name: Michelle A. Lebens

Title: SVP Business Information & Project Management

**FAIR CREDIT REPORTING ACT DISCLOSURE TO CONSUMERS
AND BACKGROUND AND INFORMATION SHEET**

Mutual of Omaha Insurance Company, United of Omaha Life Insurance Company and Companion Life Insurance Company, whichever is applicable, 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 Insurance Company, United of Omaha Life Insurance Company, and Companion Life Insurance Company, whichever is applicable, 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

You are 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 Insurance Company, United of Omaha Life Insurance Company and Companion Life Insurance Company (together, the “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

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

Name: _____ Are you a Registered Rep.? YES or NO

Social Security Number: _____ Date of Birth: _____

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

Home Phone: _____ Home Fax: _____

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

Business Name: _____ (if applicable)

Personal Business Address (cannot be a P.O. Box): _____

***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.

Business Phone: _____ Business Fax: _____

Tax I.D. Number: _____ E-mail Address: _____

If you answered “Yes” that you are a registered representative, commissions must be paid through your Broker Dealer.

Commissions Payable to: _____ (required)

Address for Commission Payments: _____ (required)

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