

GENERAL AGENT AGREEMENT

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

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

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

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

3. **Compensation After Termination.** GA shall not be entitled to any compensation after the Termination Date of this Agreement, except for:
 - (a) Vested Compensation,

and
 - (b) any net credit balance in GA's account for compensation earned as of the Termination Date.
4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole discretion of Company, GA commits any of the following acts:
 - (a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
 - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
 - (c) does any act which results in the suspension or revocation of GA's insurance license.

C. GA'S DUTIES.

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
2. **Recruit, Instruct and Supervise.** GA may recruit other General Agents and, if so, shall instruct and supervise such General Agents in the marketing of Products.
3. **Solicitation.** GA shall help its General Agents in all aspects of soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its General Agents in all aspects of servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally

revise the Confidentiality and Privacy Amendment upon written notice to GA.

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

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

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

E. COMPENSATION ADMINISTRATION.

1. **Accounting.** Company will account to GA for commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **Effect of Return of Premium.** If any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, GA shall pay to Company all compensation

previously paid or credited to GA's account on such returned premium.

3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
 4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within thirty days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
 5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in Section I of the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with cause or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or

omission by the indemnifying party or any of its employees or General Agents in the performance of its duties under this Agreement or other agreements with Company.

J. GENERAL.

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

**6-Appointments and Contracts
Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001**

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


8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
 9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
 11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
- K. DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.
1. **"Authorized Representative"** means the President of a Company or an individual authorized in writing by the President.
 2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
 3. **"General Agent"** means any individual or organization, which (a) enters into a general agent or other marketing agreement with Company and (b) submits Product applications that designate GA.
 4. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company

to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.

5. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **“Termination Date”** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA must also remain the producer of record.

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



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

| |
|---|
| MUTUAL OF OMAHA INSURANCE COMPANY UNITED OF OMAHA LIFE INSURANCE COMPANY UNITED WORLD LIFE INSURANCE COMPANY |
| By: _____ |
| Name: _____ |
| Title: <u>First VP Compliance License & Appt</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.

| | | | | | | | |
|-------------------------------|--|--|---|--|---|--|--|
| Social Security Number | | | | | | | |
| | | | + | | + | | |

or

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|---------------------------------------|---|--|--|--|--|--|--|
| Employer Identification Number | | | | | | | |
| | + | | | | | | |

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

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

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



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

| | |
|---|--|
| MUTUAL OF OMAHA INSURANCE COMPANY COMPANION LIFE INSURANCE COMPANY | |
| By: _____ | |
| Name: _____ | |
| Title: <u>First VP Compliance License & Appt</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.

| | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|
| Social Security Number | | | | | | | |
| | | | | | | | |

or

| | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|
| Employer Identification Number | | | | | | | |
| | | | | | | | |

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.

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

CONFIDENTIALITY AND PRIVACY AMENDMENT

General Agent

This “Confidentiality and Privacy Amendment” is made a part of and incorporated into the General Agent Agreement between GA and Company (“Agreement”) and is effective on the effective date of the Agreement. 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 Rule.

1. **“Confidential Business Information”** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include information similar to Confidential Business Information which is independently owned and developed by GA.
2. **“Confidential Information”** means Confidential Business Information and Protected Health Information.
3. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, as may be amended from time to time.
4. **“Protected Health Information”** shall have the same meaning as that assigned in the Privacy Rule 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. **Confidentiality of Confidential Business Information.** GA agrees to retain all Confidential Business Information in confidence, and will not use or disclose Confidential Business Information to others except (a) to its directors, officers and employees who are necessary or appropriate to perform the obligations required of

GA hereunder, or (b) if not otherwise prohibited under the Agreement, to GA's Representatives, for purposes related to GA's performance of its obligations under the Agreement, provided the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby. GA is responsible to Company for a breach of confidentiality by its Representatives.

C. GA's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** GA agrees to not use or further disclose Protected Health Information other than as permitted or required by this Confidentiality and Privacy Amendment 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 this Confidentiality and Privacy Amendment. 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 security incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by this Confidentiality and Privacy Amendment. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such security incident or unauthorized use or disclosure. GA shall take action(s) requested by Company, if any, to mitigate the harmful effects of any such unauthorized use or disclosure.
4. **Representatives.** GA agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in this Confidentiality and Privacy Amendment.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, GA agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. **Amendment of Protected Health Information.** GA agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
7. **Accounting for Disclosures.** GA agrees to document and immediately notify

Company's Privacy Office of its disclosure of any Protected Health Information for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy Rule. With regard to each such disclosure, GA will provide Company the date of the disclosure, the name of the entity or person who received the Protected Health Information, the address of such entity or person, if known, complete copies 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 of HHS or their designee, in a time and manner designated by Company or the Secretary of HHS for purposes of determining Company's compliance with the Privacy Rule.
- D. **Return or Destruction of Confidential Business Information and Protected Health Information.** Upon termination of the Agreement, for any reason, GA will promptly return or destroy all Confidential Business Information. Upon written request of Company, the destruction or return of such information shall be confirmed in writing. Upon termination of the Agreement, for any reason, GA shall return, if feasible, all Protected Health Information received from Company, or created or received by GA on behalf of Company, that GA maintains in any form and retain no copies of it. If it is not feasible for the GA to return all Protected Health Information, GA shall provide Company copies of all Protected Health Information received from Company, or created by or received by GA on behalf of Company. In such event, the protections of Sections C and D of this Confidentiality and Privacy Amendment shall be extended to the Protected Health Information and GA's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as GA maintains the Protected Health Information.
- E. **Disclosures Required by Law or a Governmental Authority.** If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify Company'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 this Confidentiality and Privacy Amendment and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential

Information.

- G. **Amendment.** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy Rule, 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 Rule, the Privacy Rule 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 any term of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: Pat Shiverdecker

Name: Pat Shiverdecker

Title: SVP Individual Financial