



Mutual of Omaha Contracting Checklist

To expedite the contracting process, please follow the steps below:

Step 1: Complete and Sign the Following Items

- Contract Information and Signature Form – Complete as directed
- E&O Coverage – *Required for all products except Medicare Supplement, Final Expense, Term Life Express*
- Direct Deposit Information (optional)
- Individual Fair Credit Reporting Act Authorization
- General Agent Agreement – Agreement does not need to be returned
- Special Agent Agreement – Required for all License Only Agent or Signer Principal Officer of a corporation. Agreement does not need to be returned
- Commission Advance (optional)
- Debt Verification Authorization Form (required if requesting commission advance for Life products)

Step 2: Submit Copies of Applicable State Licenses

Step 3: Please Include State Requirements as Noted Below

California - LTC Continuing Education
Colorado - LTC Continuing Education
Connecticut - Partnership Certificate
Hawaii - 2 Original State Forms
Illinois - LTC Continuing Education
Indiana - LTC Continuing Education
Massachusetts - Original State Form
Washington - LTC Continuing Education

Partnership Certification may be required in your state prior to submission of business. Contact GarityAdvantage for a complete list of states and their requirements.

Step 4: Return completed contracting material to us via email or fax:

Email: contracting@garityadvantage.com

Fax: 339-469-8155

Mail: GarityAdvantage Agencies • 17 Accord Park Drive • Suite 107 • Norwell, MA 02061

Questions? Please Contact the Contracting Department 800-234-9488

Contract Information and Signature Form



If contracting as a: Producer only - complete sections 1, 3 & Individual FCRA Authorization Form
 Business Entity only - complete sections 2 & 3
 Business Entity & Principal- complete sections 1, 2, 3 (both signature blocks) & Individual FCRA Authorization Form

Section 1 - Producer Information *(Required)*

Name: _____ SSN: ____ - ____ - ____ DOB: ____ - ____ - ____
First Name, Middle Initial, Last Name (as it appears on license) MM DD YYYY

Home Address: _____ City _____ State _____ Zip Code _____
Not a P.O. Box

Business Address: _____ City _____ State _____ Zip Code _____
P.O. Box Accepted

Home Phone: ____ - ____ - ____ Business Phone: ____ - ____ - ____ email Address: _____

Master General Agency *(If applicable):* _____

Errors & Omission Insurance *(As Required):* _____ \$ _____
Carrier Name Minimum \$1M Per Claim

Background Information *(Required - Must be answered)*

Yes	No	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, FINRA (formerly known as NASD), SEC or any other regulatory authority?
Yes	No	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 the applicant for any offense other than a minor traffic violation?

PLEASE PROVIDE A WRITTEN STATEMENT disclosing the offense, the disposition and applicable supporting documentation (court documents, insurance department documents etc.) for any question(s) to which you respond "YES". Failure to answer "yes", when appropriate, may result in denial of your request to be contracted.

Contracting Selection *(Required - Select only one)*

I have received, reviewed and agree to be bound by the Terms & Conditions of the following contract with Mutual of Omaha and its affiliates:

- General Agent Agreement and Confidentiality and Privacy Amendment *(BMO0151.010)*
- Special Agent Agreement and Confidentiality and Privacy Amendment *(BMO0152.010)*
- Representative Agreement and Confidentiality and Privacy Amendment *(BMO222.006)*

Retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Complete if you are electing direct deposit - not applicable for Special Agents)*

Financial Institution: _____
 Routing Number: _____ Account Number: _____ Account Type Checking Savings
 This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Designation of Beneficiary *(if applicable)*

Name: _____ Relationship: _____
First Name, Middle Initial, Last Name or Business Name

Home Address: _____ City _____ State _____ Zip Code _____
Not a P.O. Box

SSN: ____ - ____ - ____ or TIN: ____ - ____ DOB: ____ - ____ - ____ Phone Number: ____ - ____ - ____

W-9 Information

Taxpayer Identification Number (SSN) _____

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 ____ - ____ - ____

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

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 above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
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****Please proceed to Section 3****

Contract Information and Signature Form

Section 2 - Business Information *(Only complete this section if contracting as an Incorporated Entity, Partnership or LLC)*

Name: _____ TIN: _____ - _____

Address: _____
P.O. Box Accepted City State Zip Code

Phone: _____ - _____ - _____ email Address: _____

Principal Officer: _____

Master General Agency *(If applicable):* _____

Contracting Selection *(Required - Select only one)*

I have received, reviewed and agree to be bound by the Terms & Conditions of the following contract with Mutual of Omaha and its affiliates:

General Agent Agreement and Confidentiality and Privacy Amendment *(BMO0151.010)*

Representative Agreement and Confidentiality and Privacy Amendment *(BMO222.006)*

Retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Complete if you are electing direct deposit)*

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

W-9 Information

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.

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

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 above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
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****Please proceed to Section 3****

Section 3 - Contract Signature, Certification and Direct Deposit Authorization

By signing below: (a) you agree to be bound by the terms and conditions of the Agreement(s) selected, (b) you certify that the information that you have provided is true and correct and you agree that you will report immediately any event that would change any of the information, in any manner, which you have provided, and (c) if you have completed the Direct Deposit section(s) you authorize Mutual of Omaha Insurance Company ("Company") and its affiliates to electronically credit the bank account and, if necessary, to electronically debit the account to correct erroneous credits. You understand that this authorization will remain in full force and effect until you notify Company that you wish to revoke this authorization.

Producer Signature

Name: _____

Date: _____

Business Signature *(If Signing on the behalf of the Business)*

Name: _____

Title: _____
(required)

Date: _____

****Please proceed to the FCRA Authorization Form****

Individual Fair Credit Reporting Act Authorization

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

General Information Services
Disclosure Department
P.O. Box 353
Chapin, SC 29063
1-866-265-4917
www.geninfo.com

If you are not a California resident or are not requesting a California appointment along with your request to contract with Mutual of Omaha, we may also obtain a consumer report from other sources.

"Consumer report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a 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 contracted and appointed. A credit report may be obtained at this time or in the future if business needs require. You may inspect General Information Services' files regarding your reports by providing them with proper identification and they will provide you with trained personnel and explanation of any codes to help understand those files.

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency.

AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Candidate Signature

Date

Print Name

GENERAL AGENT AGREEMENT

This General Agent Agreement (“Agreement”) is entered into between the undersigned General Agent (“GA”) and Mutual of Omaha Insurance Company, and each affiliated insurance company as specified on the Compensation/Product Schedule(s) attached to the Agreement (hereinafter referred to as the “Company”). The parties agree that additional affiliates of the Company may be added to the Agreement at a later date by way of changes/additions to the Compensation/Product Schedules attached hereto. Any Company affiliate added to the Agreement will be thereafter included in the definition of “Company”.

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

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

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

C. GA'S DUTIES.

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and

rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.

8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

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

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

E. **COMPENSATION ADMINISTRATION.**

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

3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
 4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
 5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. **INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

J. **GENERAL.**

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

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

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are

required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.

9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
 11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
 12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 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 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 schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
 3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.
 4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.

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

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH
IN COMPENSATION/PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

**TO BE COMPLETED BY GENERAL AGENT
FOR ALL STATES**



GENERAL AGENT

By: **See Contract Information and Signature Form (section 3)**
(Signature)

GENERAL AGENT AGREEMENT

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH IN
COMPENSATION PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

CONFIDENTIALITY AND PRIVACY AMENDMENT

This Confidentiality and Privacy Amendment (this “Amendment”), is made part of and incorporated into the General Agent Agreement between GA and Company (the “Agreement”), and is effective on the effective date of the Agreement. This Amendment supersedes and replaces in its entirety all prior versions of this Amendment. If there are any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall control.

A. **Definitions.** The following terms shall have the following meanings:

1. **“Business Information”** means 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, and material identifying an association with the Company. Business Information does not include information that (i) relates to direct or indirect compensation payable, paid or provided to GA under the Agreement; (ii) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contract; (iii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iv) becomes rightfully known from another source; or (v) is similar to Business Information which is independently owned and developed by GA.
2. **“Confidential Information”** means Business Information and Personal Information created by or received from or on behalf of Company.
3. **“HIPAA Privacy and Security Rules”** means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
4. **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
5. **“Personal Information”** means a first name or initial, and last name, in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past, present or future physical or mental health condition or treatment, debt status or history, income and other similar individually identifiable personal information which is not publicly available. The term “Personal Information” includes, but is not limited to, Protected Health Information.

6. **“Protected Health Information”** shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
7. **“Representatives”** means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of GA.
8. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
9. **“Subcontractors”** means all persons to whom GA delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of GA.

B. GA’s Obligations Regarding Confidential Information.

1. **Confidentiality.** GA agrees to retain all Confidential Information in strict confidence, and shall not use, disclose, transmit, store or transport Confidential Information except for purposes related to the GA’s performance of obligations under the Agreement. GA is responsible to Company for a breach of the terms of this Amendment and for any Information Security Breach by itself or its Representatives.
2. **Reporting Unauthorized Use, Disclosure, Information Security Breach or Successful Security Incident.** GA agrees to report to Company any unauthorized use, disclosure, Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that GA becomes aware of such unauthorized use, disclosure, the Information Security Breach or successful Security Incident. GA shall take action(s) requested by Company to document and mitigate the unauthorized use, disclosure, Information Security Breach or successful Security Incident. GA shall cooperate in evaluating the necessity of providing any and all notices of an unauthorized use, disclosure, Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.
3. **Return of Confidential Information.** GA will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if GA is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the end of the GA’s record retention requirements. Upon written request of Company, the destruction or return of the Confidential Information shall be confirmed in

writing. If the return or destruction of the Confidential Information is not feasible, or the Agreement requires Confidential Information to be retained after termination of the Agreement, GA shall provide to Company notification of the conditions that make the return or destruction not feasible, and the protections of the Agreement and this Amendment shall be extended for so long as GA maintains the Confidential Information. GA's use and disclosure of such Confidential Information shall be limited to those purposes that make the return or destruction of the Confidential Information not feasible or required.

4. ***Disposal of Confidential Information.*** GA agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.
5. ***Cost of an Information Security Breach.*** GA shall pay Company all costs or expenses that result from GA's acts or failure to act that result in an Information Security Breach.

C. **Permitted Uses and Disclosures by GA.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal applicable laws or regulations, including the HIPAA Privacy and Security Rules, GA may use, disclose, transmit, store and transport Confidential Information:

1. for the proper management and administration of GA's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or GA obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person;
2. to carry out the legal responsibilities of the GA;
3. to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
4. to its Subcontractors if Subcontractors have entered into a written agreement with GA under which Subcontractors agree to be bound by the obligations in this Amendment.

D. GA's Additional Obligations Regarding Protected Health Information. GA acknowledges that it is subject to the following requirements to the same extent as applicable to Company:

1. to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it creates, receives, maintains or transmits on behalf of Company;
2. at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or as directed by Company, to an individual in order to meet the requirements of the HIPAA Privacy and Security Rules;
3. to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
4. to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules;
5. to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining the GA's compliance with the HIPAA Privacy and Security Rules; and
6. upon written request of Company, to provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

E. General Security Requirements.

1. GA shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers and any wireless system that, at a minimum, have the following elements:
 - (a) Secure user authentication protocols that include:

1. control of user IDs and other identifiers;
2. a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
3. control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
4. restricting access to active users and active user accounts only;
5. blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
6. prohibitions against sharing or migrating access privileges to another individual; and
7. assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.

(b) Secure access control measures that:

1. restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
 2. assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
2. Company may require GA to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at GA's option and expense, an independent auditor, to ensure compliance with this Amendment. The third party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by GA. GA shall have thirty (30) calendar days to implement remedies to any identified deficiencies, and notify Company that such deficiencies have been addressed. GA's failure to remedy the identified deficiencies shall be considered in breach of this Section 5.
 3. GA will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.

4. GA will monitor systems for unauthorized use of or access to Confidential Information.
5. GA will encrypt all Confidential Information stored on laptops or other portable devices.
6. For files containing Confidential Information on a system that is connected to the Internet, GA will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
7. GA will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
8. GA will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
 - (a) GA will designate one or more employees to maintain the comprehensive information security program.
 - (b) GA will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.
 - (c) GA will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.
 - (d) GA will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.
 - (e) GA will have processes in place to prevent terminated employees from accessing records containing Confidential Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

F. **PCI-DSS Requirements for GA.** GA will not store any credit or debit card data. If GA transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, GA will employ safeguards that comply with the Company's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time.

G. **General Provisions.**

1. **Compliance with Laws.** GA shall comply with its obligations under the Agreement, this Amendment and under any state or federal laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
2. **Amendment.** This Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any applicable laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this 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 Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.
3. **Termination for Cause.** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Amendment.
4. **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 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 Information is treated confidentially.
5. **Equitable Relief.** GA acknowledges that the Confidential Information it receives is confidential and/or proprietary to Company, that disclosure thereof could be seriously harmful to the business prospects of Company, that Company may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, GA agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Amendment, Company shall be entitled to (i)

seek and obtain equitable relief, including injunctive relief, and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.

6. **Material Obligation/Survival.** Each obligation contained in this Amendment is deemed to be a material obligation of the parties hereunder and shall survive the termination of the Agreement.

7. **Interpretation.** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Any such inconsistency or conflict shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information. This provision shall supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Amendment and mandatory provisions of the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, including, without limitation, any definitions in any applicable laws or regulations, shall control. Where provisions of this Amendment are different than those mandated in the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, but are nonetheless permitted by such laws or regulations, the provisions of this Amendment shall control.

8. **Transmission of Confidential Information Outside of the United States.** No transfer of Confidential Information may be made by GA outside of the United States without the prior, express written authorization of Company.

Acknowledged by Company:

By: 

Name: Rachelle Bruning

Title: Vice President Policyowner Services

SPECIAL AGENT AGREEMENT

This Special Agent Agreement (“Agreement”) is entered into between the undersigned Special Agent (“Special Agent”) and Mutual of Omaha Insurance Company, and each affiliated insurance company as specified on the Compensation/Product Schedule(s) attached to the Agreement (hereinafter referred to as the “Company”). The parties agree that additional affiliates of the Company may be added to the Agreement at a later date by way of changes/additions to the Compensation/Product Schedules attached hereto. Any Company affiliate added to the Agreement will be thereafter included in the definition of “Company”.

SEE SECTION J FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes Special Agent to solicit Product applications. Company agrees to appoint Special Agent with the appropriate state insurance departments for Special Agent to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.** All compensation for Products solicited by Special Agent while this Agreement is in effect shall be paid to a General Agent or Master General Agency pursuant to the terms and conditions of the applicable Compensation/Product Schedule. Company has no obligation to pay compensation to Special Agent for any services performed pursuant to this Agreement.
- C. **SPECIAL AGENT’S DUTIES.**
 1. **Licenses and Approvals.** Special Agent shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
 2. **Personal Solicitation and Service.** Special Agent shall solicit applications for Products and provide services to Customers for the Products.
 3. **Confidentiality and Privacy.** Special Agent shall comply with the “Confidentiality and Privacy Amendment” which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to Special Agent.
 4. **Compliance with Laws and Conduct.** Special Agent shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
 5. **Compliance with Company Policies.** Special Agent shall comply with all policies, practices, procedures, processes and rules of Company. Special Agent shall promptly notify Company if Special Agent is not in compliance with any Company policy, procedure, process or rule.

6. **Insurance.** Special Agent shall have and maintain Errors and Omissions liability insurance covering Special Agent and Special Agent'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.
7. **Fiduciary Responsibilities.** Special Agent shall be responsible for all money collected by Special Agent on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from applicants, customers, or others no later than 10 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by Special Agent purely in a fiduciary capacity and not for Special Agent's own benefit. Special Agent is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. **Records.** Except as provided in the Confidentiality and Privacy Amendment, Special Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
9. **Advertising Materials.** Special Agent shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
10. **Notice of Litigation or Regulatory Proceeding.** Special Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
11. **Delivery of Documents to Customers.** Upon request from Company, Special Agent shall deliver to its customers any information that Company provides to Special Agent for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Special Agent. Special Agent shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. **LIMITATIONS.** Special Agent shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.

3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
 4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
 5. **Replacement.** Replace any existing insurance product or annuity contract unless 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, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.
 6. **Misrepresentation.** Misrepresent any provision, benefit, or premium of any Product.
- E. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, Special Agent or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- F. **INDEPENDENT CONTRACTOR.** Special Agent is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Special Agent shall be free to exercise Special Agent's own judgment as to the persons from whom Special Agent will solicit and the time and place of such solicitation.
- G. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the Special Agent for the purpose of verifying Special Agent's compliance with the provisions of this Agreement.
- H. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement 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 under this Agreement.

I. **GENERAL.**

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

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

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** Special Agent's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for

Section C.2 of this Agreement, all other provisions of this Agreement shall survive its termination.

- 10. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
- 11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

- 1. **“Authorized Representative”** means the 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 schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to Special Agent’s designee for any Product, and (b) is made a part of this Agreement.
- 3. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
- 4. **“Termination Date”** means the later to occur of (a) the date on which Special Agent or Company sends written notice of termination to the other party, or (b) the date specified by Special Agent or Company in a written notice of termination to the other party.

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH
IN COMPENSATION/PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

**TO BE COMPLETED BY SPECIAL AGENT
FOR ALL STATES**



SPECIAL AGENT

By: See Contract Information and Signature Form (section 3)
(Signature)

SPECIAL AGENT AGREEMENT

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH IN
COMPENSATION PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

CONFIDENTIALITY AND PRIVACY AMENDMENT

Special Agent

This Confidentiality and Privacy Amendment (this “Amendment”), is made part of and incorporated into the Special Agent Agreement between Special Agent and Company (the “Agreement”), and is effective on the effective date of the Agreement. This Amendment supersedes and replaces in its entirety all prior versions of this Amendment. If there are any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall control.

A. **Definitions.** The following terms shall have the following meanings:

1. **“Business Information”** means 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, and material identifying an association with the Company. Business Information does not include information that (i) relates to direct or indirect compensation payable, paid or provided to SPECIAL AGENT under the Agreement; (ii) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contract; (iii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iv) becomes rightfully known from another source; or (v) is similar to Business Information which is independently owned and developed by Special Agent.
2. **“Confidential Information”** means Business Information and Personal Information created by or received from or on behalf of Company.
3. **“HIPAA Privacy and Security Rules”** means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
4. **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
5. **“Personal Information”** means a first name or initial, and last name, in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past, present or future physical or mental health condition or treatment, debt status or history, income and other similar individually identifiable personal information which is not publicly available. The term “Personal Information” includes, but is not limited to, Protected Health Information.

6. **“Protected Health Information”** shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
7. **“Representatives”** means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of Special Agent.
8. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
9. **“Subcontractors”** means all persons to whom Special Agent delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of Special Agent.

B. Special Agent’s Obligations Regarding Confidential Information.

1. **Confidentiality.** Special Agent agrees to retain all Confidential Information in strict confidence, and shall not use, disclose, transmit, store or transport Confidential Information except for purposes related to the Special Agent’s performance of obligations under the Agreement. Special Agent is responsible to Company for a breach of the terms of this Amendment and for any Information Security Breach by itself or its Representatives.
2. **Reporting Unauthorized Use, Disclosure, Information Security Breach or Successful Security Incident.** Special Agent agrees to report to Company any unauthorized use, disclosure, Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that Special Agent becomes aware of such unauthorized use, disclosure, the Information Security Breach or successful Security Incident. Special Agent shall take action(s) requested by Company to document and mitigate the unauthorized use, disclosure, Information Security Breach or successful Security Incident. Special Agent shall cooperate in evaluating the necessity of providing any and all notices of an unauthorized use, disclosure, Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.
3. **Return of Confidential Information.** Special Agent will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if Special Agent is not required by law to retain the

Confidential Information; or (iv) once the Confidential Information has been retained through the end of the Special Agent's record retention requirements. Upon written request of Company, the destruction or return of the Confidential Information shall be confirmed in writing. If the return or destruction of the Confidential Information is not feasible, or the Agreement requires Confidential Information to be retained after termination of the Agreement, Special Agent shall provide to Company notification of the conditions that make the return or destruction not feasible, and the protections of the Agreement and this Amendment shall be extended for so long as Special Agent maintains the Confidential Information. Special Agent's use and disclosure of such Confidential Information shall be limited to those purposes that make the return or destruction of the Confidential Information not feasible or required.

4. ***Disposal of Confidential Information.*** Special Agent agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.
5. ***Cost of an Information Security Breach.*** Special Agent shall pay Company all costs or expenses that result from Special Agent's acts or failure to act that result in an Information Security Breach.

C. **Permitted Uses and Disclosures by Special Agent.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal applicable laws or regulations, including the HIPAA Privacy and Security Rules, Special Agent may use, disclose, transmit, store and transport Confidential Information:

1. for the proper management and administration of Special Agent's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or Special Agent obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person;
2. to carry out the legal responsibilities of the Special Agent;
3. to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
4. to its Subcontractors if Subcontractors have entered into a written agreement with Special Agent under which Subcontractors agree to be bound by the obligations in this Amendment.

D. Special Agent's Additional Obligations Regarding Protected Health Information. Special Agent acknowledges that it is subject to the following requirements to the same extent as applicable to Company:

1. to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it creates, receives, maintains or transmits on behalf of Company;
2. at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or as directed by Company, to an individual in order to meet the requirements of the HIPAA Privacy and Security Rules;
3. to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
4. to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules;
5. to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining the Special Agent's compliance with the HIPAA Privacy and Security Rules; and
6. upon written request of Company, to provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

E. General Security Requirements.

1. Special Agent shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers and any wireless system that, at a minimum, have the following elements:
 - (a) Secure user authentication protocols that include:
 1. control of user IDs and other identifiers;

2. a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
3. control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
4. restricting access to active users and active user accounts only;
5. blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
6. prohibitions against sharing or migrating access privileges to another individual; and
7. assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.

(b) Secure access control measures that:

1. restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
 2. assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
2. Company may require Special Agent to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at Special Agent's option and expense, an independent auditor, to ensure compliance with this Amendment. The third party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by Special Agent. Special Agent shall have thirty (30) calendar days to implement remedies to any identified deficiencies, and notify Company that such deficiencies have been addressed. Special Agent's failure to remedy the identified deficiencies shall be considered in breach of this Section 5.
 3. Special Agent will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.

4. Special Agent will monitor systems for unauthorized use of or access to Confidential Information.
5. Special Agent will encrypt all Confidential Information stored on laptops or other portable devices.
6. For files containing Confidential Information on a system that is connected to the Internet, Special Agent will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
7. Special Agent will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
8. Special Agent will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
 - (a) Special Agent will designate one or more employees to maintain the comprehensive information security program.
 - (b) Special Agent will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.
 - (c) Special Agent will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.
 - (d) Special Agent will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.
 - (e) Special Agent will have processes in place to prevent terminated employees from accessing records containing Confidential Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

F. **PCI-DSS Requirements for Special Agent.** Special Agent will not store any credit or debit card data. If Special Agent transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, Special Agent will employ safeguards that comply with the Company's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time.

G. **General Provisions.**

1. **Compliance with Laws.** Special Agent shall comply with its obligations under the Agreement, this Amendment and under any state or federal laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
2. **Amendment.** This Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any applicable laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Amendment in its sole discretion upon notice to Special Agent without the consent of Special Agent. In the event of a conflict between the requirements of this Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.
3. **Termination for Cause.** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Amendment.
4. **Disclosures Required By Law or a Governmental Authority.** If Special Agent is required to disclose Confidential Information in response to legal process or a governmental authority, Special Agent shall immediately notify and, upon request, cooperate with Company in connection with obtaining a protective order. Special Agent shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.
5. **Equitable Relief.** Special Agent acknowledges that the Confidential Information it receives is confidential and/or proprietary to Company, that disclosure thereof could be seriously harmful to the business prospects of Company, that Company may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money

damages may be difficult or impossible to determine. Accordingly, Special Agent agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Amendment, Company shall be entitled to (i) seek and obtain equitable relief, including injunctive relief, and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.

6. **Material Obligation/Survival.** Each obligation contained in this Amendment is deemed to be a material obligation of the parties hereunder and shall survive the termination of the Agreement.
7. **Interpretation.** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Any such inconsistency or conflict shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information. This provision shall supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Amendment and mandatory provisions of the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, including, without limitation, any definitions in any applicable laws or regulations, shall control. Where provisions of this Amendment are different than those mandated in the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, but are nonetheless permitted by such laws or regulations, the provisions of this Amendment shall control.
8. **Transmission of Confidential Information Outside of the United States.** No transfer of Confidential Information may be made by Special Agent outside of the United States without the prior, express written authorization of Company.

Acknowledged by Company:

By: 

Name: Rachelle Bruning

Title: Vice President Policyowner Services

**MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY
OMAHA INSURANCE COMPANY
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment (“Amendment”) is part of the General Agent Agreement or Representative Agreement (“Agreement”) between General Agent or Representative (“GA/Rep”) and each insurance company which executes this Amendment (each a “Company”), and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company health insurance Products.

A. COMMISSION ADVANCES.

1. Company agrees to provide GA/Rep with advances of certain first year commissions (“Advances”) upon issuance of certain health insurance Products.
2. GA/Rep may receive Advances on certain health insurance Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business or affiliate replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company’s sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement.

B. PAYMENT OF ADVANCES. Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or other persons or entities in GA/Rep’s down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

C. REPAYMENT OF ADVANCES.

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
 - (a) Advances made on policies which do not issue,
 - (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

D. AMENDMENT TO INDEMNIFICATION PROVISION. Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

“In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company.”

E. COLLECTION COSTS. In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

F. TERMINATION. This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

G. MISCELLANEOUS.

1. This Amendment shall only apply to applications submitted by a GA/Rep who has an active contract, license, and applicable state appointment with Company at the time the GA/Rep submits an application to Company.
2. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
3. All commission calculations will be based on Company records.
4. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
5. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
6. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
7. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

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**MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY
OMAHA INSURANCE COMPANY
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

GENERAL AGENT/REPRESENTATIVE

BY: _____ SOCIAL SECURITY or
TAX ID NUMBER: _____
(Signature always required)

PRINTED NAME: _____

TITLE: _____ DATE: _____

Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.

MASTER GENERAL AGENCY

I approve of the Advance of Commission pursuant to this Agreement.

BY: _____
(Signature always required)

PRINTED NAME: _____

TITLE: _____ DATE: _____

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.

**UNITED OF OMAHA LIFE INSURANCE COMPANY
LIFE ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment ("Amendment") is part of the General Agent Agreement or Representative Agreement ("Agreement") between General Agent or Representative ("GA/Rep") and Company which executes this Amendment and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company life insurance Products.

A. COMMISSION ADVANCES.

1. Company agrees to provide GA/Rep with advances on certain first year commissions ("Advances") upon issuance of certain life insurance Products.
2. GA/Rep may receive Advances on certain life insurance Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company's sole discretion. Payment of Advances will be included with regular commission payments made pursuant to the terms of the Agreement.

B. PAYMENT OF ADVANCES. Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or any other persons or entities in GA/Rep's down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

C. REPAYMENT OF ADVANCES.

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
 - (a) Advances made on policies which do not issue,
 - (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium, which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

D. AMENDMENT TO INDEMNIFICATION PROVISION. Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

"In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company."

E. COLLECTION COSTS. In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

F. TERMINATION. This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

G. MISCELLANEOUS.

1. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
2. All commission calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

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**UNITED OF OMAHA LIFE INSURANCE COMPANY
LIFE ISSUE ADVANCE COMMISSION AMENDMENT**

Please Note: The Debt Verification Authorization form must also be signed and must accompany this signature page before advancing will be considered for approval.

GENERAL AGENT/REPRESENTATIVE	
BY: _____	SOCIAL SECURITY or TAX ID NUMBER: _____
(Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.

MASTER GENERAL AGENCY	
I approve of the Advance of Commission pursuant to this Agreement.	
BY: _____	
(Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.

DEBT VERIFICATION AUTHORIZATION

Mutual of Omaha Insurance Company and its affiliates (together, "Mutual of Omaha") are a Vector One subscriber. Accordingly, as part of the contracting and appointment process and determination of eligibility for advancement of commissions, Mutual of Omaha will conduct a commission related debt verification report on Vector One's Debit-Check.com secured web portal to determine if another insurance carrier has reported that you have an outstanding commission-related debit balance. Mutual of Omaha will consider the results of the commission related debt verification report in order to determine your eligibility to be contracted and appointed, or to receive advanced commissions as an insurance producer. We will obtain the commission related debt verification report from:

Vector One Operations, LLC
P.O. Box 12368
Scottsdale, AZ 85267
(800) 860-6546

For California, Minnesota and Oklahoma: You have a right to request a copy of the results of the commission related debt verification report.

Yes, please provide me a copy of the results of the commission related debt verification report.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to obtain and conduct a commission related debt verification report through Vector One Operations, LLC's Debit-Check.com secured web portal to determine if another insurance carrier has reported that I have an outstanding commission-related debit balance. I understand that Mutual of Omaha will consider the results of the commission related debt verification report in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

AUTHORIZATION

I authorize Vector One Operations, LLC to furnish the results of its commission related debt verification report to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Signature

Date

Print Name

**COMPENSATION/PRODUCT SCHEDULE
MUTUAL OF OMAHA INSURANCE COMPANY
MEDICARE SUPPLEMENT**

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is effective on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Medicare Supplement product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorize Affiliate Company: Mutual of Omaha Insurance Company
- Application and Premium Submitted to: Mutual of Omaha Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

POLICY FORM: MM20, MM21, MM22, MM23, MM24, MM25, MM30 and State Equivalents and State Special Plans

Alaska, Hawaii, Rhode Island, District of Columbia	Under Age 65	Age 65+		
	All Policy Years	Policy Years		
		1 - 6	7 - 10	11+
All Plans				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	0.0%	22.0%	8.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	0.0%	19.8%	7.65%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	0.0%	11.0%	4.25%	0.0%

California	Under Age 65 Plans A and F Only*			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.25%	9.25%	1.75%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	6.9375%	6.9375%	1.3125%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	4.625%	4.625%	0.875%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	18.5%	18.5%	3.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	13.875%	13.875%	2.625%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	9.25%	9.25%	1.75%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.25%	9.25%	1.75%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	6.9375%	6.9375%	1.3125%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	4.625%	4.625%	0.875%	0.0%
*All Other Plans are paid 0% commission to under age 65.				

Colorado	Under Age 65			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	4.875%	4.875%	1.125%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	4.3875%	4.3875%	1.0125%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	19.5%	19.5%	4.5%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	17.55%	17.55%	4.05%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	12.675%	12.675%	2.925%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	11.4075%	11.4075%	2.6325%	0.0%

Florida	Under Age 65			Age 65+		
	Policy Years			Policy Years		
All Plans	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)					
Commission Rate	3.0%	1.4%	0.0%	15.0%	7.0%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)					
Commission Rate	2.7%	1.26%	0.0%	13.5%	6.3%	0.0%

Idaho, Nevada	Under Age 65	Age 65 - 80			
	All Policy Years	Policy Years			
All Plans		1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)				
Commission Rate	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)				
Commission Rate	0.0%	19.8%	19.8%	4.50%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)				
Commission Rate	0.0%	11.0%	11.0%	2.5%	0.0%
	Age 81+				
	Policy Years				
		1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)				
Commission Rate	11.0%	11.0%	2.5%	0.0%	
	Affiliate Company Replacements (Open Enrollment, Underwritten)				
Commission Rate	9.9%	9.9%	2.25%	0.0%	
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)				
Commission Rate	5.5%	5.5%	1.25%	0.0%	

Illinois	Under Age 65			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	13.2%	13.2%	3.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	11.88%	11.88%	2.7%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	6.6%	6.6%	1.5%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	5.5%	5.5%	1.25%	0.0%

Missouri	All Ages			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business (Open Enrollment, Underwritten)			
Commission Rate	25.0%	15.0%	5.0%	0.0%
	Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	15.0%	15.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	15.0%	15.0%	5.0%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	18.75%	11.25%	3.75%	0.0%

New York	All Ages		
	Policy Years		
All Plans Except C, D, G	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment)		
Commission Rate	15.0%	7.0%	0.0%
	Affiliate Company Replacements (Open Enrollment)		
Commission Rate	13.5%	6.3%	0.0%

New York	All Ages		
	Policy Years		All Policy Years
Plan G	1	2+	
	New Business (Open Enrollment)		Internal & External Replacements (Open Enrollment)
Commission Rate	6.5%	4.75%	4.75%
	Affiliate Company Replacements (Open Enrollment)		
Commission Rate	4.275%	4.275%	

New York	All Ages			
	Policy Years		All Policy Years	All Policy Years
Plans C, D	1	2+		
	New Business (Open Enrollment)		External Replacements (Open Enrollment)	Internal Replacements (Open Enrollment)
Commission Rate	6.5%	4.75%	4.75%	2.375%
	Affiliate Company Replacements (Open Enrollment)			
Commission Rate	4.275%	4.275%		

North Carolina	Under Age 65 Plans A and F Only*			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	5.5%	5.5%	1.25%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	5.5%	5.5%	1.25%	0.0%
*All Other Plans are paid 0% commission to under age 65.				

Tennessee	Under Age 65				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	4.62%	4.62%	1.05%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	4.158%	4.158%	0.945%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	3.465%	3.465%	0.7875%	0.0%	16.5%	16.5%	3.75%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal, External & Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	8.25%	8.25%	1.875%	0.0%				

Vermont	Under Age 65			Age 65+		
	Policy Years			Policy Years		
All Plans Except D, F, G	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
New Business, Internal & External Replacements (Open Enrollment)						
Commission Rate	7.5%	3.5%	0.0%	15.0%	7.0%	0.0%
Affiliate Company Replacements (Open Enrollment)						
Commission Rate	6.75%	3.15%	0.0%	13.5%	6.3%	0.0%

Vermont	New Business (Open Enrollment)		External Replacements (Open Enrollment)	Internal Replacements (Open Enrollment)	Affiliate Company Replacements (Open Enrollment)	
	Policy Years		All Policy Years	All Policy Years	Policy Years	
Plans D, F, G	1	2+			1	2+
Under Age 65						
Commission Rate	3.25%	2.375%	2.375%	1.1875%	2.1375%	2.1375%
Age 65+						
Commission Rate	6.5%	4.75%	4.75%	2.375%	4.275%	4.275%

Wisconsin	Under Age 65			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Age 65 - 80			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Age 81+			
	Policy Years			
	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	5.5%	5.5%	1.25%	0.0%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application sign date of the issued policy.
2. The age used to determine the commission rate is the age at the application sign date, except for insured's ages 65 and under, where the age at the policy effective date will be used. For insured's within one month of their 65th birthday, age 65 will be used to determine the commission rate.
3. Commission is calculated on the lesser of initial premium or paid premium, less the Part B deductible offset on applicable plans.
4. Commission is not calculated on premium increases.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Commission will not be charged back for a policy terminated due to death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. Internal Company Replacements: Company will calculate commission when a new Mutual of Omaha Insurance Company Medicare Supplement policy replaces an existing Mutual of Omaha Insurance Company Medicare Supplement policy, or an existing Mutual of Omaha Insurance Company Medicare Select policy, or an existing Mutual of Omaha Insurance Company Medicare Supplement Trust policy or certificate, and the producer of record does not change. Company will calculate the commission on the new internal replacement policy based upon the policy year of the policy currently being replaced.
9. Internal Company Replacement of a Policy previously issued as an Affiliate Company Replacement Policy: Company will calculate commission using the applicable "Affiliate Replacement" commission rate based upon the policy year of the policy currently being replaced.
10. Affiliate Company Replacements: Company will calculate commission when a new Medicare Supplement policy issued by Mutual of Omaha Insurance Company ("Mutual of Omaha") replaces an existing Medicare Supplement policy or Medicare Select policy issued by an affiliate company of Mutual of Omaha (each, an "Affiliate Company"), and the producer of record does not change. Company will calculate the commission on the new Mutual of Omaha replacement policy starting over at policy year 1.
11. For Internal Company and Affiliate Company replacements, commission will not be calculated or paid when the original producer of record changes.
12. Commission will not be calculated on replacements from the Agency or Direct to Consumer distributions to the Brokerage distribution.
13. Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

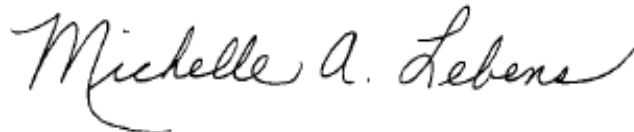
C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule as permitted by law.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.

3. **Administrative Rules.** Company's administrative rules, practices and procedures may be revised, modified or supplemented by Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

MUTUAL OF OMAHA INSURANCE COMPANY

A handwritten signature in black ink that reads "Michelle A. Lebens". The signature is written in a cursive style with a large, looping initial "M".

Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: January 1, 2014

**COMPENSATION/PRODUCT SCHEDULE
OMAHA INSURANCE COMPANY
MEDICARE SUPPLEMENT**

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is effective on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Medicare Supplement product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliate Company: Omaha Insurance Company
- Application and Premium Submitted to: Omaha Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

POLICY FORM: NM20, NM21, NM22, NM23, NM24, NM25 and State Equivalents and State Special Plans

Connecticut	Under Age 65 - Plan A Only*				Age 65			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment)							
Commission Rate	1.5%	1.5%	0.75%	0.0%	13.0%	13.0%	6.0%	0.0%
	Affiliate Company Replacements (Open Enrollment)							
Commission Rate	1.5%	1.5%	0.75%	0.0%	13.0%	13.0%	6.0%	0.0%
	Age 66				Age 67			
	New Business, Internal & External Replacements (Open Enrollment)							
Commission Rate	9.0%	9.0%	5.0%	0.0%	7.5%	7.5%	3.0%	0.0%
	Affiliate Company Replacements (Open Enrollment)							
Commission Rate	9.0%	9.0%	5.0%	0.0%	7.5%	7.5%	3.0%	0.0%
	Age 68				Ages 69+			
	New Business, Internal & External Replacements (Open Enrollment)							
Commission Rate	3.0%	3.0%	1.5%	0.0%	1.5%	1.5%	0.75%	0.0%
	Affiliate Company Replacements (Open Enrollment)							
Commission Rate	3.0%	3.0%	1.5%	0.0%	1.5%	1.5%	0.75%	0.0%

*All Other Plans are paid 0% commission to under age 65

Georgia Not paid by a 3rd Party Non-Profit Charitable Organization	Under Age 65			Ages 65 - 80			
	Policy Years			Policy Years			
All Plans	1	2 - 6	7+	1	2 - 6	7 - 10	11+
	New Business (Open Enrollment, Underwritten)						
Commission Rate	2.2%	1.1%	0.0%	22.0%	22.0%	5.0%	0.0%
	Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	1.1%	1.1%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.99%	0.99%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	1.1%	0.55%	0.0%	11.0%	11.0%	2.5%	0.0%
	Ages 81+						
	Policy Years						
	1	2 - 6	7 - 10	11+			
	New Business (Open Enrollment, Underwritten)						
Commission Rate	11.0%	11.0%	2.5%	0.0%			
	Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	11.0%	11.0%	2.5%	0.0%			
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	9.9%	9.9%	2.25%	0.0%			
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	5.5%	5.5%	1.25%	0.0%			

Georgia Paid by a 3rd Party Non-Profit Charitable Organization	Under Age 65			Ages 65 - 80			
	Policy Years			Policy Years			
All Plans	1	2 - 6	7+	1	2 - 6	7 - 10	11+
	New Business (Open Enrollment, Underwritten)						
Commission Rate	0.35%	0.175%	0.0%	2.8%	1.4%	0.0%	0.0%
	Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.175%	0.175%	0.0%	1.4%	1.4%	0.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.1575%	0.1575%	0.0%	1.26%	1.26%	0.0%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.175%	0.0875%	0.0%	1.4%	0.7%	0.0%	0.0%
	Ages 81+						
	Policy Years						
	1	2 - 6	7 - 10	11+			
	New Business (Open Enrollment, Underwritten)						
Commission Rate	1.4%	0.7%	0.0%	0.0%			
	Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.7%	0.7%	0.0%	0.0%			
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.63%	0.63%	0.0%	0.0%			
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.7%	0.35%	0.0%	0.0%			

Iowa, Nebraska, Virginia	Under Age 65	Ages 65 - 80				Ages 81+			
	All Policy Years	Policy Years				Policy Years			
All Plans		1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	22.0%	22.0%	5.0%	0.0%	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	19.8%	19.8%	4.5%	0.0%	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)								
Commission Rate	0.0%	11.0%	11.0%	2.5%	0.0%	5.5%	5.5%	1.25%	0.0%

Kentucky	Ages 0 - 80				Ages 81+			
	Policy Years				Policy Years			
	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
All Plans								
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	22.0%	22.0%	5.0%	0.0%	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	19.8%	19.8%	4.5%	0.0%	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	5.5%	5.5%	1.25%	0.0%

Maryland, Mississippi, Oklahoma	Under Age 65 MD - Plan A Only* MS - All Plans OK - Plan A Only*				Ages 65 - 80			
	Policy Years				Policy Years			
	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
All Plans								
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%	11.0%	11.0%	2.5%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%				
*All Other Plans are paid 0% commission to under age 65								

Michigan	Under Age 65	Ages 65 - 80			Ages 81+		
	All Policy Years	Policy Years			Policy Years		
All Plans		1 - 3	4 - 10	11+	1 - 3	4 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	29.0%	5.0%	0.0%	14.5%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	26.1%	4.5%	0.0%	13.05%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.0%	14.5%	2.5%	0.0%	7.25%	1.25%	0.0%

North Dakota	Under Age 65	Ages 65 - 80			Ages 81+		
	All Policy Years	Policy Years			Policy Years		
All Plans		1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	22.0%	5.0%	0.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	19.8%	4.5%	0.0%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.0%	11.0%	2.5%	0.0%	5.5%	1.25%	0.0%

Ohio	Under Age 65	Ages 65 - 80		Ages 81+	
	All Policy Years	Policy Years		Policy Years	
All Plans		1 - 8	9+	1 - 8	9+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)				
Commission Rate	0.0%	21.0%	0.0%	10.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)				
Commission Rate	0.0%	18.9%	0.0%	9.45%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)				
Commission Rate	0.0%	10.5%	0.0%	5.25%	0.0%

Pennsylvania	Under Age 65				Ages 65+			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	10.25%	10.25%	2.25%	0.0%	20.5%	20.5%	4.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.225%	9.225%	2.025%	0.0%	18.45%	18.45%	4.05%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.125%	5.125%	1.125%	0.0%	10.25%	10.25%	2.25%	0.0%

South Carolina	Under Age 65	Ages 65 - 80				Ages 81+			
	All Policy Years	Policy Years				Policy Years			
All Plans		1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)								
Commission Rate	0.0%	22.0%	22.0%	5.0%	0.0%	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)								
Commission Rate	0.0%	19.8%	19.8%	4.5%	0.0%	9.9%	9.9%	2.25%	0.0%

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Texas	Under Age 65 Plan A Only*				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 7	8 - 10	11+	1	2 - 7	8 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	1.0%	1.0%	0.0%	0.0%	2.0%	2.0%	0.0%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 7	8 - 10	11+				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	2.0%	2.0%	0.0%	0.0%				
*All Other Plans are paid 0% commission to under age 65								

West Virginia	Under Age 65	Ages 65 - 80			Ages 81+		
	All Policy Years	Policy Years			Policy Years		
All Plans		1 - 5	6 - 10	11+	1 - 5	6 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	22.0%	5.0%	0.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	0.0%	19.8%	4.5%	0.0%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.0%	11.0%	2.5%	0.0%	5.5%	1.25%	0.0%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application sign date of the issued policy.
2. The age used to determine the commission rate is the age at the application sign date, except for insured's ages 65 and under, where the age at the policy effective date will be used. For insured's within one month of their 65th birthday, age 65 will be used to determine the commission rate.
3. Commission is calculated on the lesser of initial premium or paid premium, less the Part B deductible offset on applicable plans.
4. Commission is not calculated on premium increases.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Commission will not be charged back for a policy terminated due to death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. For the state of Georgia:
 - a) for the premiums paid by a third party, who is an immediate family member of a person lawfully exercising an in-force power of attorney or legal guardianship, commission will be calculated using the commission rates in the commission table titled "Georgia Not Paid by 3rd Party Non-Profit Charitable Organization."
 - b) once premiums are paid by a third party, who is a non-profit charitable organization, commission will be calculated for the life of the policy using the commission rates in the commission table titled "Georgia Paid by 3rd Party Non-Profit Charitable Organization." Premium payments from third party non-profit charitable organizations are only acceptable if the organization is the named requestor of an advisory opinion issued by the United States Department of Health and Human Services (HHS) Office of Inspector General under the requirements of 42 C.F.R. Part 1008.
9. Internal Company Replacements: Company will calculate commission when a new Omaha Insurance Company Medicare Supplement policy replaces an existing Omaha Insurance Company Medicare Supplement policy, or an existing Omaha Insurance Company Medicare Select policy, and the producer of record does not change. Company will calculate the commission on the new internal replacement policy based upon the policy year of the policy currently being replaced.
10. Internal Company Replacement of a Policy previously issued as an Affiliate Company Replacement Policy: Company will calculate commission using the applicable "Affiliate Replacement" commission rate based upon the policy year of the policy currently being replaced.
11. Affiliate Company Replacements: Company will calculate commission when a new Medicare Supplement policy issues by Omaha Insurance Company ("OIC") replaces an existing Medicare Supplement policy, Medicare Select policy or Medicare Supplement Trust policy or certificate issued by an affiliate company of OIC (each, an "Affiliate Company"), and the producer of record does not change. Company will calculate the commission on the new OIC replacement policy starting over at policy year 1.
12. For Internal Company and Affiliate Company replacements, commission will not be calculated or paid when the original producer of record changes.
13. Commission will not be calculated on replacements from the Agency or Direct to Consumer distributions to the Brokerage distribution.

14. Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule as permitted by law.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** Company's administrative rules, practices and procedures may be revised, modified or supplemented by Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

OMAHA INSURANCE COMPANY



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: January 1, 2014

**COMPENSATION/PRODUCT SCHEDULE
UNITED OF OMAHA LIFE INSURANCE COMPANY
MEDICARE SUPPLEMENT**

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is effective on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Medicare Supplement product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliate Company: United of Omaha Life Insurance Company
- Application and Premium Submitted to: United of Omaha Life Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

POLICY FORM: UM20, UM21, UM22, UM23, UM24, UM25, UM30 and State Equivalents and State Special Plans

Alabama, Arizona, New Mexico, Utah, Wyoming	Under Age 65	Ages 65 - 80				Ages 81+			
	All Policy Years	Policy Years				Policy Years			
All Plans		1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	22.0%	22.0%	5.0%	0.0%	11.0%	11.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	19.8%	19.8%	4.5%	0.0%	9.9%	9.9%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)								
Commission Rate	0.0%	11.0%	11.0%	2.5%	0.0%	5.5%	5.5%	1.25%	0.0%

Arkansas	Under Age 65	Ages 65 - 74				Ages 75+			
	All Policy Years	Policy Years				Policy Years			
All Plans		1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business (Open Enrollment, Underwritten)								
Commission Rate	0.0%	30.0%	18.0%	5.0%	0.0%	15.0%	9.0%	2.5%	0.0%
	Internal & External Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	18.0%	18.0%	5.0%	0.0%	9.0%	9.0%	2.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)								
Commission Rate	0.0%	16.2%	16.2%	4.5%	0.0%	8.1%	8.1%	2.25%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)								
Commission Rate	0.0%	15.0%	9.0%	2.5%	0.0%	7.5%	4.5%	1.25%	0.0%

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California	Ages 65 - 80				Under Age 65 & Ages 81+			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Area 1	18.5%	18.5%	3.5%	0.0%	9.25%	9.25%	1.75%	0.0%
Area 2	15.4013%	15.4013%	2.9138%	0.0%	7.7006%	7.7006%	1.4569%	0.0%
Area 3	14.8%	14.8%	2.8%	0.0%	7.4%	7.4%	1.4%	0.0%
Area 4	12.3025%	12.3025%	2.3275%	0.0%	6.1513%	6.1513%	1.1638%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten) and New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Area 1	13.875%	13.875%	2.625%	0.0%	6.9375%	6.9375%	1.3125%	0.0%
Area 2	11.5509%	11.5509%	2.1853%	0.0%	5.7755%	5.7755%	1.0927%	0.0%
Area 3	11.1%	11.1%	2.1%	0.0%	5.55%	5.55%	1.05%	0.0%
Area 4	9.2269%	9.2269%	1.7456%	0.0%	4.6134%	4.6134%	0.8728%	0.0%
Area 1 Zip Codes	932	933	934	93512	93513	93514	93517	93526
	93527	93529	93541	93545	93555	93562	936	937
	938	939	940	945	950	951	952	953
	954	955	956	957	958	959	960	961
Area 2 Zip Codes	919	920	921	922	923	924	925	930
	931	941	942	943	944	946	947	948
	949							
Area 3 Zip Codes	900	901	902	903	904	905	906	907
	908	909	910	911	912	913	914	915
	916	917	918	93501	93502	93504	93505	93510
	93515	93516	93518	93519	93522	93523	93524	93528
	93530	93531	93532	93534	93535	93536	93539	93542
	93543	93544	93546	93549	93550	93551	93552	93553
	93554	93556	93558	93560	93561	93563	93581	93584
	93586	93590	93591	93592	93596	93599		
Area 4 Zip Codes	926	927	928					

Indiana	Under Age 65	Ages 65+	
	All Policy Years	Policy Years	
All Plans		1 - 8	9+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)		
Commission Rate	0.0%	20.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)		
Commission Rate	0.0%	18.45%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)		
Commission Rate	0.0%	10.25%	0.0%

Louisiana, South Dakota	Under Age 65				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%	11.0%	11.0%	2.5%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%				

Maine	All Ages			
	Policy Years			
All Plans	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)			
Commission Rate	18.5%	18.5%	3.5%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)			
Commission Rate	13.875%	13.875%	2.625%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)			
Commission Rate	13.875%	13.875%	2.625%	0.0%

Montana	Under Age 65				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	7.37%	7.37%	1.675%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	6.633%	6.633%	1.5075%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	3.685%	3.685%	0.8375%	0.0%	11.0%	11.0%	2.5%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%				

New Hampshire	Under Age 65				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%	19.8%	19.8%	4.5%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				

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New Jersey	Under Age 65 NJ - Plans C Only*				Ages 65 - 80			
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%	22.0%	22.0%	5.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%	19.8%	19.8%	4.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%	11.0%	11.0%	2.5%	0.0%
	Ages 81+							
	Policy Years							
	1	2 - 6	7 - 10	11+				
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)							
Commission Rate	11.0%	11.0%	2.5%	0.0%				
	Affiliate Company Replacements (Open Enrollment, Underwritten)							
Commission Rate	9.9%	9.9%	2.25%	0.0%				
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)							
Commission Rate	5.5%	5.5%	1.25%	0.0%				

*All Other Plans are paid 0% commission to under age 65

Oregon	All Ages							
	Policy Years				Policy Years			
All Plans	1	2 - 6	7 - 10	11+	1	2 - 6	7 - 10	11+
	New Business (Guaranteed Issue, Open Enrollment, Underwritten)				Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)			
Commission Rate	22.5%	14.25%	4.5%	0.0%	14.25%	14.25%	4.5%	0.0%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)							
Commission Rate	14.25%	14.25%	4.5%	0.0%				

Washington	Under Age 65	Ages 65+
All Plans	All Policy Years	
	New Business, Internal & External Replacements (Guaranteed Issue, Open Enrollment, Underwritten)	
Commission Rate	0.0%	11.5%
	Affiliate Company Replacements (Guaranteed Issue, Open Enrollment, Underwritten)	
Commission Rate	0.0%	8.625%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application sign date of the issued policy.
2. The age used to determine the commission rate is the age at the application sign date, except for insured's ages 65 and under, where the age at the policy effective date will be used. For insured's within one month of their 65th birthday, age 65 will be used to determine the commission rate.
3. Commission is calculated on the lesser of initial premium or paid premium, less the Part B deductible offset on applicable plans, except for the state of Washington, where commission is calculated on paid premium. Medicare Part B deductible premium is not commissionable except for the states of Indiana and Washington.
4. Commission is not calculated on premium increases, except for the state of Washington.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Commission will not be charged back for a policy terminated due to death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. For the state of Georgia:
 - a) for premiums paid by a third party, who is an immediate family member of a person lawfully exercising an in-force power of attorney or legal guardianship, commission will be calculated using the commission rates in the commission table titled "Georgia Not Paid by 3rd Party Non-Profit Charitable Organization."
 - (b) once premiums are paid by a third party, who is a non-profit, charitable organization, commission will be calculated for the life of the policy using the commission rates in the commission table titled "Georgia Paid by 3rd Party Non-Profit Charitable Organization." Premium payments from third party non-profit charitable organizations are only acceptable if the organization is the named requestor of an advisory opinion issued by the United States Department of Health and Human Services (HHS) Office of Inspector General under the requirements of 42 C.F.R. Part 1008.

9. Internal Company Replacements. Company will calculate commission when a new United of Omaha Life Insurance Company Medicare Supplement policy replaces an existing United of Omaha Life Insurance Company Medicare Supplement policy, or an existing United of Omaha Life Insurance Company Medicare Select policy, and the producer of record does not change. Company will calculate the commission on the new internal replacement policy based upon the policy year of the policy currently being replaced.
10. Internal Company Replacement of a Policy previously issued as an Affiliate Company Replacement Policy: Company will calculate commission using the applicable "Affiliate Replacement" commission rate based upon the policy year of the policy currently being replaced.
11. Affiliate Company Replacements: Company will calculate commission when a new Medicare Supplement policy issued by United of Omaha Life Insurance Company ("United of Omaha") replaces an existing Medicare Supplement policy, Medicare Select policy or Medicare Supplement Trust policy or certificate issued by an affiliate company of United of Omaha (each, an "Affiliate Company"), and the producer of record does not change. Company will calculate the commission on the new United of Omaha replacement policy starting over at policy year 1.
12. For Internal Company and Affiliate Company replacements, commission will not be calculated or paid when the original producer of record changes.
13. Commission will not be calculated on replacements from the Agency or Direct to Consumer distributions to the Brokerage distribution.
14. Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule as permitted by law.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** Company's administrative rules, practices and procedures may be revised, modified or supplemented by Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: January 1, 2014

**COMPENSATION/PRODUCT SCHEDULE
UNITED WORLD LIFE INSURANCE COMPANY
MEDICARE SUPPLEMENT**

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is effective on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Medicare Supplement product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliate Company: United World Life Insurance Company
- Application and Premium Submitted to: United World Life Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

POLICY FORM: WM20, WM21, WM22, WM23, WM24, WM25, WM30, and State Equivalents/Special Plans

Delaware	Under Age 65 - ESRD only			Under Age 65 - Non-ESRD		
	Policy Years			Policy Years		
All Plans	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
New Business, Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	1.9%	0.7%	0.0%	10.45%	3.85%	0.0%
Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	1.71%	0.63%	0.0%	9.405%	3.465%	0.0%
New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	0.95%	0.35%	0.0%	5.225%	1.925%	0.0%
	Age 65+					
	Policy Years					
All Plans	1 - 6	7 - 10	11+			
New Business, Internal & External Replacements (Open Enrollment, Underwritten)						
Commission Rate	19.0%	7.0%	0.0%			
Affiliate Company Replacements (Open Enrollment, Underwritten)						
Commission Rate	17.1%	6.3%	0.0%			
New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)						
Commission Rate	9.5%	3.5%	0.0%			

Kansas	All Ages		
	Policy Years		
All Plans	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)		
Commission Rate	19.0%	7.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)		
Commission Rate	17.1%	6.3%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)		
Commission Rate	9.5%	3.5%	0.0%

Minnesota	Under Age 65			Age 65+		
	Policy Years			Policy Years		
All Plans	1 - 6	7 - 10	11+	1 - 6	7 - 10	11+
	New Business, Internal & External Replacements (Open Enrollment, Underwritten)					
Commission Rate	9.5%	3.5%	0.0%	19.0%	7.0%	0.0%
	Affiliate Company Replacements (Open Enrollment, Underwritten)					
Commission Rate	4.75%	1.75%	0.0%	9.5%	3.5%	0.0%
	New Business, Internal, External & Affiliate Company Replacements (Guaranteed Issue)					
Commission Rate	4.75%	1.75%	0.0%	9.5%	3.5%	0.0%

B. COMMISSION RULES

1. The commission rate is the rate that is in effect on the application sign date of the issued policy.
2. The age used to determine the commission rate is the age at the application sign date, except for insured's ages 65 and under, where the age at the policy effective date will be used. For insured's within one month of their 65th birthday, age 65 will be used to determine the commission rate.
3. Commission is calculated on the lesser of initial premium or paid premium.
4. Medicare Part B deductible premium is not commissionable. Commission is not calculated on premium increases.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Commission will not be charged back for a policy terminated due to death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.

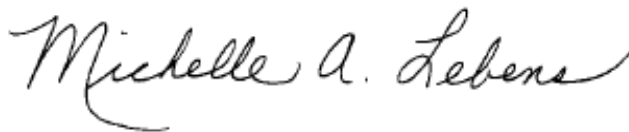
8. Internal Company Replacements. Company will calculate commission when a new United World Life Insurance Company Medicare Supplement policy replaces an existing United World Life Insurance Company Medicare Supplement policy, or an existing United World Life Insurance Company Medicare Select policy, and the producer of record does not change. Company will calculate the commission on the new internal replacement policy based upon the policy year of the policy currently being replaced.
9. Internal Company Replacement of a Policy previously issued as an Affiliate Company Replacement Policy: Company will calculate commission using the applicable "Affiliate Replacement" commission rate based upon the policy year of the policy currently being replaced.
10. Affiliate Company Replacements. Company will calculate commission when a new Medicare Supplement policy issued by United World Insurance Company ("United World") replaces an existing Medicare Supplement policy, Medicare Select policy or Medicare Supplement Trust policy or certificate issued by an affiliate company of United World (each, an "Affiliate Company"), and the producer of record does not change. Company will calculate the commission on the new United World replacement policy starting over at policy year 1.
11. For Internal Company and Affiliate Company replacements, commission will not be calculated or paid when the original producer of record changes.
12. Commission will not be calculated on replacements from the Agency or Direct to Consumer distributions to the Brokerage distribution.
13. Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule as permitted by law.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** Company's administrative rules, practices and procedures may be revised, modified or supplemented by Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

UNITED WORLD LIFE INSURANCE COMPANY



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: January 1, 2014

**MEDICARE SUPPLEMENT
MIX OF BUSINESS ENHANCED RENEWAL SCHEDULE
MUTUAL OF OMAHA INSURANCE COMPANY
OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY**

This Medicare Supplement Mix of Business Enhanced Renewal Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is effective on the later of January 1, 2014 or the effective date of the Agreement. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

- Authorized Affiliated Company: Mutual of Omaha Insurance Company, Omaha Insurance Company, United of Omaha Life Insurance Company and United World Life Insurance Company
- Application and Premium Submitted to: Mutual of Omaha Insurance Company, Omaha Insurance Company, United of Omaha Life Insurance Company and United World Life Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

A. DEFINITIONS

Throughout this Schedule, the definitions set forth below shall apply to both the singular and plural versions of the defined term.

"Affiliate Company" means Mutual of Omaha Insurance Company, Omaha Insurance Company, United of Omaha Life Insurance Company and United World Life Insurance Company

"Affiliate Replacement" means a Medicare Supplement policy that is replacing a policy that is in force with an Affiliate Company, but not the same Company

"Enhanced Renewal Commission" means the amount of renewal commission payable to you in addition to renewal commissions for the sale of Products set forth on other Medicare Supplement Compensation and Product Schedules attached to your Agreement

"External Replacement" means a Medicare Supplement policy that is replacing a policy in force with a non-affiliate company

"Guarantee Issue" means Medicare Supplement policy that is not subject to medical underwriting due to involuntary disenrollment from group health plans, disenrollment from Medicare Advantage plans under certain circumstances and other situations separate from Open Enrollment as specified by state regulation

"Internal Replacement" means a Medicare Supplement policy that is replacing a policy that is in force with the same Company

"Net Issued" means in force Medicare Supplement policies with an issue date that falls within the applicable calendar quarter, as of the 12th day of the month following the end of such calendar quarter.

"New Business" means a new Affiliate Company Medicare Supplement policy that is not replacing an Internal, Affiliate or External Medicare Supplement policy

"Open Enrollment" means a Medicare Supplement policy that is not subject to medical underwriting when applying for coverage within six months of Medicare Part B enrollment which typically occurs at age 65

“Target Level” means the percentage of Medicare Supplement business issued in the applicable calendar quarter that must be met to be eligible for Enhanced Renewal Commission

“Underwritten” means a Medicare Supplement policy that is subject to medical underwriting and is not eligible for Open Enrollment or Guarantee Issue

B. QUALIFICATION

While this Schedule is in effect, you are eligible to receive Enhanced Renewal Commission if the number of Net Issued Underwritten policies (measured as a percentage of all Affiliate Company Net Issued Medicare Supplement policies), written by you and any Special Agents that report directly to you in your hierarchy, as determined by our records, meets one of the Target Levels, shown in the table below, during each qualification period.

The qualification period is each calendar quarter.

All Medicare Supplement policies, except for the following states, AR, CA, CT, MA, ME, MN, MO, NY, OR, VT, and WA, are considered for purposes of qualification.

Target Level determination will be as of the 12th workday following the most recent quarter end. Policies must be issued and in force as of that day to be included in the calculation of the Target Level.

You are only eligible to receive Enhanced Renewal Commission under one Target Level for each calendar quarter.

C. ENHANCED RENEWAL COMMISSION

If you meet one of the Target Levels, the Enhanced Renewal Commission rate will be applied to the eligible Medicare Supplement policies, based on the calendar quarter in which the Target Level was met.

In force New Business and External Replacement policies, issued as Underwritten, Guarantee Issue and Open Enrollment are eligible for payment of Enhanced Renewal Commission except for business written in the following states, AR, CA, CO, CT, FL, MA, ME, MN, MO, ND, NY, OR, SC, VT, WA, and WV.

In addition, no Internal or Affiliate Replacement policies are eligible for payment of Enhanced Renewal Commission.

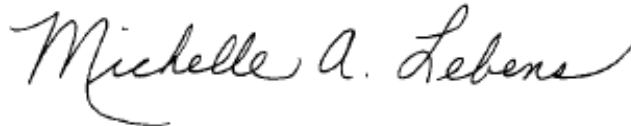
	Target Level of Underwritten Business	Texas Enhanced Renewal Commission Rate Years 2 – 7	Indiana Enhanced Renewal Commission Rate Years 2 – 8	Ohio Enhanced Renewal Commission Rate Years 2 - 8	Michigan Enhanced Renewal Commission Rate Years 4 - 6	All other eligible states’ Enhanced Renewal Commission Rate Years 2 – 6
Target Level One	40%	2.0%	1.5%	1.75%	3.5%	2.0%
Target Level Two	50%	4.0%	3.0%	3.5%	7.0%	4.0%

D. GENERAL RULES AND DEFINITIONS

1. **Products Included.** The provisions and conditions of this Schedule shall apply only to products specifically identified in this Schedule as permitted by law.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** The Company's administrative rules, practices and procedures may be revised, modified or supplemented by the Company from time to time.
4. **Laws & Regulations.** Commission on the products set forth in this Schedule may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to increased renewal on the products listed herein. This Schedule shall remain in effect until changed or terminated by Company.

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



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative January 1, 2014

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

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is in effect on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of the Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Long Term Care product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliated Company: Mutual of Omaha Insurance Company
- Application and Premium Submitted to: Mutual of Omaha Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

For purposes of this Schedule, "Association Group" means policies issued to members of an association group that has been approved by Company.

Policy Form: LTC09M, LTC09M-AG, LTC09M-5ML, LTC09-10ML

National	New Business, Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
Individual/Multilife Single Premium Payment Period Option	10.0%	10.0%	10.0%	N/A	N/A	N/A

Alabama, Indiana, Nevada, North Carolina, South Dakota ^{1,2}	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
	AL, IN, NV, NC, SD and all SD cases not passing Financial Suitability including New Business					
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	5.5%	5.5%	3.0%	1.5%
	With Significant Benefit Increase Only - IN, NC and SD only³					
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
¹ New Business will receive National commission rates.						
² Single Premium will receive National Single Premium commission rates.						
³ For all premium paid in Policy Year 1, first year commission rates will be applied. For all renewal premium, commission rates will be applied based on the policy year of the policy currently being replaced.						

California ¹	New Business, Internal & External Replacements with Premium Increase from Original Policy					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
	Internal & External Replacements with Premium up to the Original Policy Level					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	5.5%	5.5%	3.0%	1.5%
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents have other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Delaware ¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	55.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife						
Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	45.0%	30.0%	25.0%	10.0%	6.0%	2.75%
Individual/Multilife						
Limited Premium Payment Period Option	38.0%	27.0%	24.0%	5.5%	3.0%	1.5%
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents do not have any other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Delaware ¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	35.0%	30.0%	25.0%	6.0%	2.75%	1.0%
Individual/Multilife						
Limited Premium Payment Period Option	36.0%	24.0%	21.0%	3.5%	1.0%	0.5%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	25.0%	20.0%	15.0%	6.0%	2.75%	1.0%
Individual/Multilife						
Limited Premium Payment Period Option	30.0%	19.0%	16.0%	3.5%	1.0%	0.5%
¹ Single Premium will receive National Single Premium commission rates.						

Kentucky ^{1,2}	Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	0 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	20.0%	10.0%	6.0%	2.75%
Individual/Multilife				
Limited Premium Payment Period Option	11.0%	5.5%	3.0%	1.5%
¹ New Business will receive National commission rates.				
² Single Premium will receive National Single Premium commission rates.				

Michigan ¹	New Business, Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 65	Under 65	Under 65	Under 65
Individual/Association Group/Multilife	65.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	5.5%	3.0%	1.5%

	New Business, Internal & External Replacements					
	Policy Years 1-3			Policy Years 4-5	Policy Years 6-10	Policy Years 11+
Issue Age	65 - 69	70 - 74	75 - 79	65 - 79	65 - 79	65 - 79
Individual/Association Group/Multilife	29.0%	25.0%	23.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	18.0%	16.0%	15.0%	5.5%	3.0%	1.5%

¹ Single Premium will receive National Single Premium commission rates.

New York ^{1,2}	Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	0 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	3.0%	1.5%

¹ New Business will receive National commission rates.

² Single Premium will receive National Single Premium commission rates.

When the writing General Agents have other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Pennsylvania ¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	75.0%	55.0%	50.0%	10.0%	6.0%	2.75%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
	New Business, Internal & External Replacements					
	All Policy Years					
Issue Age	0 - 79					
Individual/Multilife Limited Premium Payment Period Option Rate on Excess of Lifetime Premium	2.75%					
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents do not have any other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Pennsylvania ¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	50.0%	30.0%	25.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	65.0%	45.0%	40.0%	6.0%	2.75%	1.0%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	6.0%	6.0%	6.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	6.0%	6.0%	6.0%	6.0%	2.75%	1.0%
	New Business, Internal & External Replacements					
		All Policy Years				
Issue Age	0 - 79					
Individual/Multilife Limited Premium Payment Period Option Rate on Excess of Lifetime Premium	1.0%					
¹ Single Premium will receive National Single Premium commission rates.						

Wisconsin ¹	New Business					
	Policy Year 1			Policy Years 2+		
	Under 70	70 - 74	75 - 79	Under 70	70 - 74	75 - 79
Issue Age	Under 70	70 - 74	75 - 79	Under 70	70 - 74	75 - 79
Individual/Association Group/Multilife	35.0%	29.0%	26.5%	12.0%	10.5%	10.0%
Individual/Multilife Limited Premium Payment Period Option	27.0%	24.0%	23.0%	6.75%	6.0%	5.75%
	Internal & External Replacements					
	All Policy Years					
	Under 70	70 - 74	75 - 79			
Issue Age	Under 70	70 - 74	75 - 79			
Individual/Association Group/Multilife	12.0%	10.5%	10.0%			
Individual/Multilife Limited Premium Payment Period Option	6.75%	6.0%	5.75%			
¹ Single Premium will receive National Single Premium commission rates.						

B. COMMISSION RULES

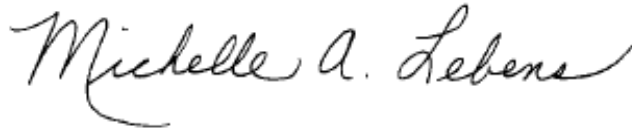
1. Commission is calculated on paid premium based on the application sign date of the issued policy.
2. Commission is calculated on premium for the "Return of Premium" option for the first policy year only, based on the policy issue date.
3. Commission is not calculated (a) on premium rate adjustments, (b) for policies on waiver of premium, or (c) on the difference in premium from a substandard Class 1 to a substandard Class 2.
4. Renewal commission will be calculated on coverage added through the "Guaranteed Purchase Option".
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Upon death of the insured, credited and unearned commissions will be charged back to the date of the death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date, if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. Internal Company Replacements & Affiliate Company Replacements:
For Internal Company Replacements, commission will be calculated when a new Mutual of Omaha Long Term Care policy replaces an existing Mutual of Omaha Long Term Care policy. For Affiliate Company Replacements, commission will be calculated using the Internal Replacement commission rates when a new Mutual of Omaha Long Term Care policy replaces an existing United of Omaha Long Term Care policy. You are only eligible for the first year commission rate on the amount of any premium received that is greater than the annualized premium of the policy currently being replaced during the new Mutual of Omaha policy's first 12 months. If the policy currently being replaced is replaced within its first 12 months, the commission rate will be calculated using the policy year 2 commission rate, on any premium that is equal to or less than the annual premium from the policy currently being replaced. If the policy currently being replaced is replaced after it has been in force for more than 12 months, the commission rate will be based on the duration of the policy currently being replaced for any premium equal to or less than the annual premium from the policy currently being replaced. After the (new) replacement policy has been in force for 12 months, the premium will be calculated using the renewal commission rate based on the duration that the policy currently being replaced would have been in force at that time.
9. Internal Company Replacements & Affiliate Company Replacements, with Limited Premium Payment Period Option:
For Internal Company Replacements with Limited Premium Payment Period Option and for Affiliate Company Replacements with Limited Premium Payment Period Option, first year Internal Replacement commission rates will be applied to all first year premium associated with the limited pay portion of the policy currently being replaced. After the (new) replacement policy has been in force for 12 months, the premium will be calculated using the renewal commission rate based on the duration that the policy currently being replaced would have been in force at that time. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, and (b) the commission rate will be based on policy year 2 or the policy year of the policy currently being replaced if greater than policy year 2, for any premium equal to or less than the premium from the policy currently being replaced.
10. External Replacements:
For External Replacements, commission will be calculated starting over at policy year one unless a state special rule applies. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, (b) the commission rate will be based on policy year 2 commission rates for the policy's first 24 months, for any premium equal to or less than the premium from the policy currently being replaced.
11. The Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** The Company's administrative rules, practices and procedures may be revised, modified or supplemented by the Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to the commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

MUTUAL OF OMAHA INSURANCE COMPANY



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: August 8, 2012

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

This Compensation/Product Schedule (this "Schedule") is part of your agreement or contract with Company ("Agreement") and is in effect on the later to occur of: (1) the date this Schedule was first approved by an Authorized Representative, (2) the effective date of your Agreement, or (3) the effective date assigned by Company for the latest approved transmittal sheet, for Company's Long Term Care product (the "Product"), as submitted by your Master General Agency. In no event does this Schedule apply to persons with Special Agent Contracts. Terms not otherwise defined in this Schedule shall have the meaning set forth in the Agreement.

A. COMMISSION

The Company shall use the following rates for policies issued on applications produced by you or, if applicable, other persons in your down line distribution who submit Product applications that designate you. Your rate for each policy will be reduced by any rates the Company has assigned to other persons in your down line distribution for such policy, if any. In no event shall the rate credited to you and your down line distribution for each policy exceed the rate provided on this Schedule.

- Authorized Affiliated Company: United of Omaha Life Insurance Company
- Application and Premium Submitted to: United of Omaha Life Insurance Company
- Commission paid by: Mutual of Omaha Insurance Company

For purposes of this Schedule, "Association Group" means policies issued to members of an association group that has been approved by Company.

POLICY FORM: LTC09U, LTC09U-AG, LTC09U-5ML, LTC09U-10ML

National	New Business, Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
Individual/Multilife Single Premium Payment Period Option	10.0%	10.0%	10.0%	N/A	N/A	N/A

Alabama, Indiana, Nevada, North Carolina, South Dakota ^{1,2}	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
	AL, IN, NV, NC, SD and all SD cases not passing Financial Suitability including New Business					
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	5.5%	5.5%	3.0%	1.5%
	With Significant Benefit Increase Only - IN, NC and SD only³					
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
¹ New Business will receive National commission rates.						
² Single Premium will receive National Single Premium commission rates.						
³ For all premium paid in Policy Year 1, first year commission rates will be applied. For all renewal premium, commission rates will be applied based on the policy year of the policy currently being replaced.						

California ¹	New Business, Internal & External Replacements with Premium Increase from Original Policy					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
	Internal & External Replacements with Premium up to Original Policy Level					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	5.5%	5.5%	3.0%	1.5%
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents have other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Delaware¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	55.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	32.0%	29.0%	5.5%	3.0%	1.5%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	45.0%	30.0%	25.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	38.0%	27.0%	24.0%	5.5%	3.0%	1.5%
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents do not have any other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Delaware¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	35.0%	30.0%	25.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option	36.0%	24.0%	21.0%	3.5%	1.0%	0.5%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	25.0%	20.0%	15.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option	30.0%	19.0%	16.0%	3.5%	1.0%	0.5%
¹ Single Premium will receive National Single Premium commission rates.						

Kentucky ^{1,2}	Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	0 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	20.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	11.0%	5.5%	3.0%	1.5%
¹ New Business will receive National commission rates.				
² Single Premium will receive National Single Premium commission rates.				

Michigan ¹	New Business, Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 65	Under 65	Under 65	Under 65
Individual/Association Group/Multilife	65.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	44.0%	5.5%	3.0%	1.5%

	New Business, Internal & External Replacements					
	Policy Years 1 -3			Policy Years 4-5	Policy Years 6-10	Policy Years 11+
Issue Age	65 - 69	70 - 74	75 - 79	65 - 79	65 - 79	65 - 79
Individual/Association Group/Multilife	29.0%	25.0%	23.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	18.0%	16.0%	15.0%	5.5%	3.0%	1.5%
¹ Single Premium will receive National Single Premium commission rates.						

New York ^{1,2}	Internal & External Replacements			
	Policy Year 1	Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	0 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option	5.5%	5.5%	3.0%	1.5%
¹ New Business will receive National commission rates.				
² Single Premium will receive National Single Premium commission rates.				

When the writing General Agents have other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Pennsylvania¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	60.0%	40.0%	35.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	75.0%	55.0%	50.0%	10.0%	6.0%	2.75%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	10.0%	10.0%	10.0%	10.0%	6.0%	2.75%
	New Business, Internal & External Replacements					
	All Policy Years					
Issue Age	0 - 79					
Individual/Multilife Limited Premium Payment Period Option Rate on Excess of Lifetime Premium	2.75%					
¹ Single Premium will receive National Single Premium commission rates.						

When the writing General Agents do not have any other General Agents reporting to them in their down line distribution, the writing General Agents will be eligible for the following commission rates.

Pennsylvania¹	New Business					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	50.0%	30.0%	25.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	65.0%	45.0%	40.0%	6.0%	2.75%	1.0%
	Internal & External Replacements					
	Policy Year 1			Policy Years 2-5	Policy Years 6-10	Policy Years 11+
Issue Age	Under 70	70 - 74	75 - 79	0 - 79	0 - 79	0 - 79
Individual/Association Group/Multilife	6.0%	6.0%	6.0%	6.0%	2.75%	1.0%
Individual/Multilife Limited Premium Payment Period Option Rate up to Lifetime Premium	6.0%	6.0%	6.0%	6.0%	2.75%	1.0%
	New Business, Internal & External Replacements					
	All Policy Years					
Issue Age	0 - 79					
Individual/Multilife Limited Premium Payment Period Option Rate on Excess of Lifetime Premium	1.0%					
¹ Single Premium will receive National Single Premium commission rates.						

Wisconsin¹	New Business					
	Policy Year 1			Policy Years 2 +		
Issue Age	Under 70	70 - 74	75 - 79	Under 70	70 - 74	75 - 79
Individual/Association Group/Multilife	35.0%	29.0%	26.5%	12.0%	10.5%	10.0%
Individual/Multilife Limited Premium Payment Period Option	27.0%	24.0%	23.0%	6.75%	6.0%	5.75%
	Internal & External Replacements					
	All Policy Years					
Issue Age	Under 70	70 - 74	75 - 79			
Individual/Association Group/Multilife	12.0%	10.5%	10.0%			
Individual/Multilife Limited Premium Payment Period Option	6.75%	6.0%	5.75%			
¹ Single Premium will receive National Single Premium commission rates.						

B. COMMISSION RULES

1. Commission is calculated on paid premium based on the application sign date of the issued policy.
2. Commission is calculated on premium for the "Return of Premium" option for the first policy year only, based on the policy issue date.
3. Commission is not calculated (a) on premium rate adjustments, (b) for policies on waiver of premium, or (c) on the difference in premium from a substandard Class 1 to a substandard Class 2.
4. Renewal commission will be calculated on coverage added through the "Guaranteed Purchase Option".
5. Unearned commission within any policy year will be charged back on any premium refunded to the policyowner.
6. Upon death of the insured, credited and unearned commissions will be charged back to the date of the death of the insured.
7. Commission for the Product is vested and may be credited to you after the termination date, if (a) the policy remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
8. Internal Company Replacements & Affiliate Company Replacements:
For Internal Company Replacements, commission will be calculated when a new United of Omaha Long Term Care policy replaces an existing United of Omaha Long Term Care policy. For Affiliate Company Replacements, commission will be calculated using the Internal Replacement commission rates when a new United of Omaha Long Term Care policy replaces an existing Mutual of Omaha Long Term Care policy. You are only eligible for the first year commission rate on the amount of any premium received that is greater than the annualized premium of the policy currently being replaced during the new United of Omaha policy's first 12 months. If the policy currently being replaced is replaced within its first 12 months, the commission rate will be calculated using the policy year 2 commission rate, on any premium that is equal to or less than the annual premium from the policy currently being replaced. If the policy currently being replaced is replaced after it has been in force for more than 12 months, the commission rate will be based on the duration of the policy currently being replaced for any premium equal to or less than the annual premium from the policy currently being replaced. After the (new) replacement policy has been in force for 12 months, the premium will be calculated using the renewal commission rate based on the duration that the policy currently being replaced would have been in force at that time.
9. Internal Company Replacements & Affiliate Company Replacements, with Limited Premium Payment Period Option:
For Internal Company Replacements with Limited Premium Payment Period Option and for Affiliate Company Replacements with Limited Premium Payment Period Option, first year Internal Replacement commission rates will be applied to all first year premium associated with the limited pay portion of the policy currently being replaced. After the (new) replacement policy has been in force for 12 months, the premium will be calculated using the renewal commission rate based on the duration that the policy currently being replaced would have been in force at that time. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, and (b) the commission rate will be based on policy year 2 or the policy year of the policy currently being replaced if greater than policy year 2, for any premium equal to or less than the premium from the policy currently being replaced.
10. External Replacements:
For External Replacements, commission will be calculated starting over at policy year one unless a state special rule applies. In California, (a) the broker is only eligible for the first year commission rate on any premium associated with an increase in policy benefits, (b) the commission rate will be based on policy year 2 commission rates for the policy's first 24 months, for any premium equal to or less than the premium from the policy currently being replaced.


11. The Company may, from time to time, issue schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.

C. GENERAL RULES AND DEFINITIONS

1. **Product Included.** The provisions and conditions of this Schedule shall apply only to the Product specifically identified in this Schedule.
2. **Non-assignment.** You may not assign or pledge as collateral any commission payable under this Schedule. Any attempt to assign commission under this Schedule shall be void.
3. **Administrative Rules.** The Company's administrative rules, practices and procedures may be revised, modified or supplemented by the Company from time to time.
4. **Laws & Regulations.** Commission on the Product set forth above may be adjusted as required by any applicable laws or regulations.
5. **Not Confidential Information.** Commission payments payable, paid or provided to you pursuant to this Schedule are not confidential and may be required to be disclosed to customers and/or potential customers. You shall comply with all applicable federal, state and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

This Schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior schedules related to the commission on the Product. This Schedule shall remain in effect until changed or terminated by Company.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Michelle Lebens, SVP Business Information & Project Management
Date first approved by an Authorized Representative: August 8, 2012