

# STRUCTURED SETTLEMENT

## INDIVIDUAL APPOINTMENT PACKET

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- STEP 1:** Complete and submit the signature page of the Producer Agreement. (Page 5)
- STEP 2:** Complete and submit the Background and Information Sheet. (Page 16)
- Please provide your full (first, last and middle) name.
- STEP 3:** Review the Fair Credit Reporting Act Disclosure and Information Sheet. (Pages 17-19)
- The “Your Authorization” page must be signed, dated and returned to us. (Page 19)
  - Residents of California, Minnesota and Oklahoma may request a copy of the consumer report by checking the box on the “Your Authorization” page.
  - New York residents must request a consumer report in writing. Please include this written request when you return appointment paperwork to us.
- STEP 4:** For assigned cases, provide a copy of your life insurance license for Connecticut and your resident state. For unassigned cases provide a copy of your life insurance license according to the location where the application is signed by the owner and your resident state.
- Submission of an Appointment Packet does not guarantee contracting and/or appointment. Appointments will be processed with an accompanying sale, except as required in pre-appointment states Montana and Pennsylvania.
- STEP 5:** Return the completed paperwork by E-mail to [Doug.Johnson@mutualofomaha.com](mailto:Doug.Johnson@mutualofomaha.com).

**PLEASE NOTE:**

**PRODUCERS MUST HAVE AND MAINTAIN E&O COVERAGE OF AT LEAST \$1 MILLION DOLLARS FOR EACH CLAIM AND AN ANNUAL AGGREGATE OF \$1 MILLION DOLLARS.**

To avoid any unnecessary processing delays, please verify your entries for completeness and ensure the steps above have been followed.

For questions or to submit documents please contact:

**Doug Johnson**  
**National Sales Director Structured Settlements**  
**Tel: 540-425-4809**  
**Email: [Doug.Johnson@mutualofomaha.com](mailto:Doug.Johnson@mutualofomaha.com)**

## **PRODUCER AGREEMENT**

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

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

The parties agree as follows:

- A. **DEFINITIONS.** Capitalized terms used in this Agreement which are not otherwise defined are used with the meanings assigned to them in Section L. of this Agreement.
- B. **APPOINTMENT.** Company authorizes Producer to solicit Product applications. Company agrees to appoint Producer with the appropriate state insurance departments for Producer to solicit Product applications. This appointment is not exclusive, and Company retains the right to appoint, at any time, any other persons or entities to solicit Product applications.
- C. **COMPENSATION.**
  - 1. **For Each Product.** Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time upon notice to Producer without consent of Producer. Company shall distribute revised Compensation/Product Schedules to Producer. Producer agrees to, and shall comply with, all terms and conditions of Compensation/Product Schedules. If this Agreement replaces an existing producer agreement with Company, any commission or compensation schedule, attachment or exhibit under such other agreement shall be deemed to be a Compensation/Product Schedule under this Agreement, except as otherwise specified by Company in a notice to Producer. However, in the event of any conflict or inconsistency between the terms of this Agreement and such other agreement or any commission or compensation schedule, attachment or exhibit under such other agreement, the terms and conditions of this Agreement shall control.
  - 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments and addendums, no compensation is earned until:
    - (a) Producer is licensed and appointed in accordance with laws and Company procedures;
    - (b) the Product is actually issued, delivered to and accepted by the customer; and
    - (c) the premium or fee for the Product is received and accepted by the Company.
  - 3. **No Compensation After Termination.** Producer shall not be entitled to any compensation after the Termination Date of this Agreement, except for compensation payable on premiums or fees received and accepted by Company prior to the Termination Date.
  - 4. **Forfeiture.** Producer will forfeit all rights to receive compensation, if, in the sole reasonable discretion of Company, Producer commits any of the following acts:
    - (a) breaches any material provision of this Agreement, including, without limitation, any such provision that survives termination of this Agreement.
    - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
    - (c) does any act which results in the suspension or revocation of Producer's insurance license.
- D. **PRODUCER'S DUTIES.**
  - 1. **Licenses and Approvals.** Producer shall obtain and maintain all necessary licenses and regulatory approvals to perform the services under this Agreement, and shall provide copies thereof to Company at the address shown in Section K.3.

2. Solicitation and Service. Producer may solicit applications for Products and shall provide service to Producer's customers.
3. Confidentiality and Privacy. Producer certifies that it will comply with the "Confidentiality and Security Amendment" which is attached hereto and incorporated into this Agreement. Company may revise the Confidentiality and Security Amendment upon written notice to Producer.
4. Compliance with Laws and Conduct. Producer shall comply with all applicable laws and regulations and act in an ethical and professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its customers or clients.
5. Compliance with Company Policies. Producer shall comply, and shall ensure that its employees and agents comply, with all policies, practices, procedures, processes and rules of Company. Producer shall promptly notify Company if Producer or any of its employees or agents are not in compliance with any Company policy, practice, procedure, process or rule.
6. Insurance. Producer shall have and maintain Errors and Omissions liability insurance covering Producer and Producer's employees during the term of this Agreement in an amount and nature and with such carrier(s) as may be satisfactory to Company, and shall provide evidence of such insurance to Company upon its request. If any of Producer's coverage is on a claims-made basis, for three years after the Termination Date, Producer will continue such coverage with a nonadvancing retroactive date or purchase tail coverage for all losses or liabilities relating to actions or failures to act which may have occurred during the term of this Agreement.
7. Fiduciary Responsibilities. Producer shall be responsible for all money collected on behalf of Company by Producer and Producer's employees and shall remit to Company all such money no later than five calendar days after receipt, or within any shorter period required by law. All money tendered as payment for a Product shall be the sole and exclusive property of Company and shall be held by Producer purely in a fiduciary capacity and not for Producer's own benefit. Producer is not authorized to spend, cash or deposit for any purpose any portion of such money.
8. Records. Except as provided in the Confidentiality and Security Amendment, Producer shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
9. Advertising Materials. Producer shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
10. Notice of Litigation or Regulatory Proceeding. Producer shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have the option to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
11. Delivery to Customers. Upon request from Company, Producer shall deliver to its customers any money, Products or information that Company provides to Producer for the purpose of fulfilling Company's obligation to provide such money, Products or information to the customer, including, without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to Producer. Producer shall deliver such money, Products or information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

E. LIMITATIONS. Producer, either directly or through its employees or agents, shall not:

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

3. Payments and Reinstatement. Extend the time for payment of any premium or fee, waive any premium or fee, bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other form of payment or method authorized in writing by Company.
4. Respond in Connection with Proceeding. Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product without Company's prior written consent.
5. Misrepresentation. Misrepresent any provision, benefit, premium or fee of any Product.

F. COMPENSATION ADMINISTRATION.

1. Payment. All compensation for Products solicited by Producer while this Agreement is in effect shall be paid to Producer or to such other individual or organization identified on the applicable Compensation/Product Schedule, provided that either Producer or such other individual or organization is the producer of record. If compensation is paid to such other individual or organization, Company has no obligation to pay compensation to Producer for any services performed pursuant to this Agreement. Compensation hereunder shall be based upon initial and renewal premiums and fees received and accepted by Company for Products issued upon applications submitted by or through Producer. Compensation shall only be paid to an individual or organization which is properly licensed and appointed as required by law.
2. Effect of Return of Premium or Fees. If any premiums or fees shall be returned or refunded by Company on any Product, or should Company become liable for the return thereof either before or after the Termination Date, Producer shall pay to Company all compensation previously paid to Producer by Company on such returned premium or fees.
3. Indebtedness. Interest will accrue on any amount due to Company from Producer under this Agreement which has not been paid within 30 days of receipt of written demand for such amount at the rate of 12 percent a year, compounded monthly, or the highest rate permitted by law, whichever is lower. Company is authorized to set-off and apply any and all obligations or Indebtedness of Producer or Producer's employees or affiliates to Company or its affiliates to any and all amounts due to Producer from Company under this Agreement. This right of set-off does not require Company to make any prior demand upon Producer, and the right exists irrespective of whether the obligations of Producer or Producer's employees or affiliates are contingent or unmatured. The rights of the Company under this Section are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
4. Limitation of Compensation Actions. Any claim by Producer regarding compensation must be brought within one year from the date the compensation was reported on an accounting or written statement issued from Company to Producer. Any claim regarding compensation must be brought against the Company which issued the Compensation/Product Schedule to which the claim relates.

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

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

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

J. INDEMNITY AND HOLD HARMLESS. Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission by the indemnifying party or any of its employees or agents in the performance of its duties under this

Agreement or other agreements with Company, including, without limitation, any breach of its obligations provided in this Agreement.

K. GENERAL.

1. Issue and Product Type. Company shall retain the right to decide whether to issue to or withdraw from a customer a specific policy, contract, investment vehicle or other offering of Company. Company may discontinue or change a Product at any time.
2. Producer of Record. The producer of record for any Product shall be determined by Company records. Producer of record letters or requests from customers shall be recognized by Company, provided such letters or requests are submitted to Company on the customer's letterhead and signed by an authorized official of the customer. Notwithstanding the foregoing, Company reserves the right to name or change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. Notice. Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail or overnight courier service to:

Producer Services  
Mutual of Omaha Insurance Company  
3300 Mutual of Omaha Plaza  
Omaha, NE 68175-0001

4. Entire Agreement. This Agreement, the Confidentiality and Security Amendment, the Compensation/Product Schedules and all amendments and addendums to this Agreement constitute the entire agreement between the parties regarding the Products sold under this Agreement and supersede and replace any previous agreements between the parties relating to the subject matter herein.
5. Governing Law. With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law of that State or any other state. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to the principles of conflicts of law of that State or any other state.
6. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. Waiver. Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. Amendment. Except for Compensation/Product Schedules, Confidentiality and Security Amendments and other amendments or addendums to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or addendum to this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Security Amendments and other amendments or addendums to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. Assignment. No assignment of this Agreement or any compensation payable hereunder shall be valid unless approved in writing by an Authorized Representative.
10. Survival. Producer's appointment pursuant to Section B. of this Agreement shall immediately terminate on the Termination Date. Except for Section D.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
11. Beneficiary. If Producer is an individual and entitled to compensation under this Agreement, Producer shall designate a beneficiary for payment of any compensation under this Agreement becoming due after Producer's death. Such beneficiary shall be (a) specified on the signature page of this Agreement or (b) such other party or parties as Producer may designate by written notice delivered to and recorded by Company.

12. Headings. All sections or other headings contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

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

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

**TO BE COMPLETED BY INDIVIDUAL PRODUCER  
COMPLETE AND SIGN ONLY THE INDIVIDUAL PRODUCER SIGNATURE BLOCK**

<b>INDIVIDUAL PRODUCER</b>	
By:	_____ <small>(Signature always required)</small>
Printed Name:	_____ <small>(Same as Signature Above)</small>
Date:	_____



<b>MUTUAL OF OMAHA INSURANCE COMPANY UNITED OF OMAHA LIFE INSURANCE COMPANY</b>	
By:	_____
Name:	_____
Title:	_____
Date:	_____



**ATTACHMENT / AMENDMENT TO SUBCONTRACTOR PRODUCER  
AGREEMENT (AGENT'S, SPECIAL AGENT, GENERAL AGENT, MANAGING  
GENERAL AGENT, OR OTHER PRODUCER AGREEMENT)**

THIS ATTACHMENT / AMENDMENT TO YOUR AGREEMENT (this "Attachment") amends the insurance sales producer agreement between yourself and Mutual of Omaha Insurance Company (the "Agreement") entered into among you (referred to herein as "Subcontractor"), and Mutual of Omaha Insurance Company on behalf of it and its insurance affiliates (collectively, "Company"), and is effective as of the later of the effective date of your Agreement, or the date upon which Company distributes this Attachment to you (the "Effective Date"). All other provisions of the Agreement shall remain in full force and effect.

1. **INDEPENDENT CONTRACTOR.** All services provided by Subcontractor under this Agreement are being performed in the capacity of an independent contractor. Subcontractor is not, and will not be treated as, a partner, employee, or joint venture partner of or with Company, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

- a. Company will not provide Subcontractor with either workers' compensation or unemployment compensation benefits.
- b. Company will not make any tax withholdings on any compensation earned under this Agreement. Subcontractor is responsible for paying all applicable federal and state income taxes on all compensation, and will file appropriate and complete tax returns with federal, state, and local taxing authorities, as applicable.
- c. Subcontractor is responsible for the cost of supplies and other variable expenses incurred in connection with the obligations performed under this Agreement.
- d. Subcontractor shall be responsible for directly controlling the manner and means by which the solicitations are to be conducted. More specifically:
  - i. Subcontractor shall control the amount of time personally spent soliciting the Products,
  - ii. Subcontractor shall determine the location where the solicitations occur,
  - iii. Subcontractor is not exclusively soliciting Company Products,
  - iv. Subcontractor shall exercise independent initiative in soliciting the Products,
  - v. Subcontractor may hire employees or others to assist in soliciting the Products,
  - vi. Subcontractor shall not perform any services other than as provided for in this Agreement,
  - vii. Subcontractor shall only work from Company premises with permission of Company,
  - viii. Subcontractor shall be responsible for the costs of maintaining all required licensures and certifications, other than costs of appointment, which shall be covered by Company.

## CONFIDENTIALITY AND SECURITY ADDENDUM

This Confidentiality and Security Addendum (the “Addendum”) is by and between you as a Producer, General Agent, Managing General Agent, Advisor, Marketer, or Broker, (“Producer”) and Company. Company and Producer have entered into one or more sales agreements (the “Agreement”) and this Addendum is attached to and incorporated into the Agreement. This Addendum will be amended to conform to any new legal requirements that result from any changes, revisions or replacements of any federal and state laws and regulations as may now be in effect or as may hereafter be enacted or adopted that apply to the security, confidentiality, or Use of Confidential Information. However, the Producer remains responsible for complying with the law even if this Addendum has not yet been updated to reflect such changes. Any such amendment to this Addendum will automatically be effective upon presentation to Producer without the signature of either party.

Producer understands and acknowledges that while performing services under this Agreement, Producer may receive from Company, or create or receive on behalf of Company, certain information that is protected by state and federal law. The purpose of this Addendum is to detail how Producer is permitted to collect, access, Use, disclose, share, or dispose of this Confidential Information.

By signing the Agreement for which this Addendum is attached or continuing to be appointed by the Company, Producer attests:

- a) While contracted with Company, Producer has not experienced an Information Incident or Security Event in the last twelve (12) months that it has not already reported to Company.
- b) If Producer has experienced an Information Incident or Security Event that has not been reported to Company, Producer will promptly do so by emailing: [DG-CIRTIncidentreporting@Mutualofomaha.com](mailto:DG-CIRTIncidentreporting@Mutualofomaha.com) or contacting the Service Desk.

1. **Definitions.** The following terms will have the following meanings:

- (a) **“Business Information”** means information, oral, electronic, or in writing, that is either of such a nature that a party should reasonably believe it to be confidential or is designated as confidential by either party, including, without limitation, any information or other materials that either party exchanges with the other party or its Representatives in any form and in any media now or hereafter developed, or other information, the tampering with which, or unauthorized Use of which, would cause a material adverse impact to the business operations or security of a party. If information is designated as confidential, such designation will be in any written form which clearly communicates that the nonpublic business or financial information is confidential. The term “Business Information” will not include any information that: (i) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contracts; (ii) 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; (iii) becomes rightfully known from another source without restriction on Use; or (iv) has been



independently developed without the use of or any reference to Business Information.

- (b) “**Confidential Information**” means Business Information and Personal Information, both electronic or otherwise, that a party creates, accesses, uses, or receives from the other party or a third party, on behalf of a party.
- (c) “**HIPAA Privacy and Security Rules**” means the Privacy, Security and Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time. To the extent Producer provides services or assistance to Company and requires access to Protected Health Information (“PHI”) in order to perform such services or act on behalf of Company, Producer will be considered a Business Associate of Company.
- (d) “**Information Incident**” means the unauthorized Use of Confidential Information which is not permitted by law or by the terms of this Addendum including, but not limited to, a Security Event.
- (e) “**Personal Information**” means non-public, personally identifiable information as defined by applicable privacy laws that is provided by or on behalf of a consumer to Company, including information obtained by the Producer, and resulting from Company’s transactions or services with a consumer. Personal Information includes information from or about customers, former customers, applicants, prospective customers, and any other consumer information that is not publicly available that Producer receives as it relates to this Agreement.
- (f) “**Protected Health Information or PHI**” will have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information acquired, accessed, used, created, received, stored, or transported from or on behalf of Company.
- (g) “**Representatives**” means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of a party.
- (h) “**Security Event**” means the attempted or successful unauthorized Use, modification or destruction of Confidential Information, or interference with system operation, in an electronic information system containing Confidential Information.
- (i) “**Subcontractors**” means all persons to whom Producer delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of Producer.
- (j) “**Unsuccessful Security Event**” means an attempted but unsuccessful Security Event, and includes, without limitation, pings and other broadcast attacks on Producer’s firewall, port scans, unsuccessful log-on attempts, denials of service attacks, malware such as worms or viruses, and any combination of the above, so long as no such Security Event results in, or is reasonably anticipated by Producer to result in, unauthorized Use, modification, or destruction of Confidential

Information or interference with system operations in an information system within Producer's control.

- (k) **"Use"** means acquisition, access, use, sale, sharing, disclosure, transmittal, storage, retention, or transportation.

2. **Obligations Regarding Confidential Information.** The performance of the duties and obligations required under the Agreement may require either party to disclose to the other certain Confidential Information.

- (a) **Confidentiality.** Each party agrees to retain all Confidential Information in confidence, and will not Use the other party's Confidential Information except as allowed under this Addendum.
- (b) **Reporting an Information Incident or Security Event.** Producer agrees to report to Company any Information Incident and any successful Security Event of which it becomes aware. Any report made pursuant to this Section 2(b) will be made as soon as possible, but in no event later than five (5) business days or such shorter period of time imposed on either party by federal or state law or regulation following the date that Producer becomes aware of the Information Incident or successful Security Event. The report shall be made to [DG-CIRTIncidentreporting@Mutualofomaha.com](mailto:DG-CIRTIncidentreporting@Mutualofomaha.com) or by contacting the Service Desk and will include: (i) what happened and the nature of the unauthorized Use; (ii) the description of Confidential Information involved; (iii) the identification of each individual whose Personal Information was involved in the Information Incident or successful Security Event; and (iv) what actions Producer is taking to stop, investigate, mitigate harm and protect against any further unauthorized Use. Producer will not delay reporting to Company on the basis of there being a pending determination of whether the event may result in a "low probability" that Confidential Information was compromised under federal or state law or a similar assessment or determination of harm probability. Company has the sole right to make any and all risk assessment determinations on incidents involving the Personal Information of its customers. Producer will take action(s) requested by Company to document and mitigate the Information Incident or successful Security Event. Producer will cooperate in evaluating the necessity of providing any and all notices of an Information Incident or successful Security Event as deemed advisable or as otherwise required under applicable laws or regulations. Producer will not communicate directly with any customers whose Personal Information was involved or with any federal or state regulators unless expressly authorized by Company. If a customer reaches out directly to a Producer regarding an incident, Producer will contact Company to receive direction on how to appropriately responds. Producer will maintain complete records regarding any Information Incident or successful Security Event as may be required by federal or state law or regulation or by Company and make such records available to Company promptly upon request but in no event later than ten (10) calendar days.
- (c) **Return of Confidential Information.** During the term of the Agreement, Producer will only retain Confidential Information which is necessary to continue proper

management and administration of the services under the Agreement, or to carry out its legal responsibilities. Upon termination of the Agreement, Producer will return, or if agreed to by Company, securely destroy all Confidential Information that Producer maintains in any form. This Addendum terminates when all of the Confidential Information provided by Company or received on behalf of Company to Producer is returned or destroyed in accordance with this Section 2(g). Should Confidential Information be maintained beyond the termination of the Agreement for legitimate business purposes or as may be required by law, then Producer will limit the Use of Confidential Information to the specific reason requiring retention of Confidential Information, and the protections of the Agreement and this Addendum will be extended for so long as Confidential Information is maintained. Once the reason for retention of Confidential Information has expired, Confidential Information will be returned or, if agreed to by Company, securely destroyed. The obligation to return or securely destroy such Confidential Information will not apply to electronic copies stored solely for back-up and archival purposes (“Backup Copies”) that are not readily accessible by Producer. Producer will not be required to erase electronically stored Confidential Information that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law: (i) its personnel whose functions are not primarily information technology do not access such Backup Copies; and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). The Backup Copies will continue to be subject to the remaining terms of this Addendum.

- (d) ***Disposal of Confidential Information.*** Producer agrees to maintain a security policy for the secure disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render Confidential Information unusable, unreadable or indecipherable.
- (e) ***Cost of an Information Incident.*** Producer will pay Company all costs or expenses that result from Producer’s acts or failure to act that result in an Information Incident.

3. **Permitted Uses and Disclosures by Producer.** Unless otherwise prohibited by the Agreement, this Addendum or applicable federal and state laws and regulations, including the HIPAA Privacy and Security Rules, Producer may access, Use, disclose, transmit, store, retain and transport Confidential Information:

- (a) To effect, administer, enforce, or process transactions requested by a consumer;
- (b) to perform services on behalf of Company including offering products or services to consumers and assisting consumers with servicing their insurance policy;
- (c) to adhere to certain regulatory requirements;
- (d) for the proper management and administration of Producer’s business;

- (e) to carry out the legal responsibilities of Producer;
- (f) 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
- (g) to its Subcontractors if Subcontractors have entered into a written agreement with Producers under which Subcontractors agree to be bound by the obligations in this Addendum.

**4. Producer's Additional Obligations Regarding Protected Health Information.**

- (a) Producer acknowledges that it is subject to the following requirements to the same extent as applicable to Company:
  - (i) to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules along with any regulations issued in connection with these provisions, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, that it accesses, uses, creates, receives, maintains, transmits, discloses, stores, or transports on behalf of Company;
  - (ii) at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to PHI to Company, or to an individual as directed by Company, in order to meet the requirements of the HIPAA Privacy and Security Rules;
  - (iii) to promptly make any amendment(s) to PHI that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company. Producer shall not charge a fee for fulfilling requests for amendments. Company's determination of what PHI is subject to the amendment is final and conclusive;
  - (iv) to document and maintain information on any disclosure of PHI 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 PHI available to Company or to an individual as directed by Company, in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules; and
  - (v) to make PHI and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining Producer's or Company's compliance with the HIPAA Privacy and Security Rules.
  - (vi) Producer agrees to comply with notice from Company to provide confidential communications of PHI pursuant to 45 CFR 164.522(b).

- (vii) Producer shall neither use or disclose PHI for the purpose of creating de-identified information that will be used for any purpose other than as directed by Company to carry out obligations of a Business Associate set forth in this Agreement or Addendum or as required by law.
- (viii) Producer shall limit its Use and disclosure of Personal Information to the minimum necessary amount to accomplish the intended, permissible purpose.
- (ix) Producer shall not engage in marketing activities as defined in the HIPAA Privacy Rule without prior written consent of Company.
- (b) The parties acknowledge that this Section 4(b) constitutes notice by Producer to Company of the ongoing existence and occurrence of Unsuccessful Security Events for which no additional notice to Company will be required.

**5. General Security Requirements.**

- (a) Producer will maintain a written, information privacy and security program designed to protect the confidentiality, integrity and availability of Confidential Information in paper or other records and within its information system, including computers, devices, applications, and any wireless systems. Producer will identify and assess both internal and external information security risks (here, a “Risk Assessment”) to inform its written, information security program. Producer will implement and maintain in its written, information privacy and security program appropriate administrative, technical, and physical safeguards to comply with the applicable requirements of (i) HIPAA Privacy and Security Rules related to Business Associates and (ii) other applicable laws.
- (b) Producer will assess the effectiveness of its information privacy and security program through continuous monitoring and periodic testing.
- (c) Producer will provide regular privacy and information security awareness training for all personnel.
- (d) Producer’s written policies required by this subsection must be approved by senior management in accordance with applicable laws.
- (e) Producer will implement multi-factor authentication for individual users and system accounts in accordance with applicable laws;
- (f) Producer will implement encryption to protect Confidential Information, both in transit over external networks, and at rest as dictated by its Risk Assessment;
- (g) Producer will maintain audit trails in accordance with law and sufficient to demonstrate compliance with this Addendum
- (h) Producer will have a written plan designed to promptly respond to, and recover from (if applicable), any Information Incident or Security Event.

- (i) No transfer of Confidential Information may be made by Producer outside of the United States without the prior, express written authorization of Company. Producer is not permitted to conduct work under this Agreement outside of the United States.
  - (j) Company may require Producer to have a review and/or technical audit of its security privacy, and data use policies and practices by Company, or, at Producer's option and expense, an independent auditor, to ensure compliance with this Addendum, on a no-less frequent than annual basis or following an Information Incident or successful Security Event. 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 Producer. Producer will have thirty (30) calendar days to implement remedies to any identified deficiencies and notify Company that such deficiencies have been addressed. Producer's failure to remedy the identified deficiencies will be considered in breach of this Section 5.
- 6. **PCI-DSS Requirements for Producer.** If Producer stores or transmits credit or debit card data on behalf of Company, or could impact the security of Company's cardholder data environment, Producer will employ safeguards that comply with the Payment Card Industry Data Standard (PCI-DSS), as may be amended from time to time. Depending on services being provided pursuant to the Agreement, and upon request, Producer will provide Company a PCI-DSS Attestation of Compliance.
- 7. **General Provisions.**
  - (a) ***Compliance with Laws.*** Each party will: (i) comply with its obligations under this Addendum and with any federal and state laws and regulations as may now be in effect or as may hereafter be enacted, adopted or determined that apply to the confidentiality, security, or Use of Confidential Information; (ii) cooperate with and assist the other party in fulfilling its federal and state legal and regulatory and security and privacy protection obligations with respect to Confidential Information a party receives from and/or holds on behalf of the other; and (iii) immediately notify the other party should it determine that it can no longer meet the obligations under this Addendum. Such obligations include any: (A) rights of or obligations to customers or consumers whose information is included in the Confidential Information; (B) inventory and location of Confidential Information; and (C) performance of due diligence to ensure Representatives used in connection with performance of Services under the Agreement comply with the provisions of this Addendum.
  - (b) ***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 the other party has breached a term of this Addendum.
  - (c) ***Disclosures Required by Law or a Governmental Authority.*** If either party is required to disclose the other party's Confidential Information in response to legal process or a governmental authority, such party will immediately notify the other



party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party will furnish only that portion of Confidential Information which it is legally required to disclose and will use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.

- (d) ***Indemnification.*** Notwithstanding any other provisions of the Agreement, Producer will indemnify, defend and hold Company and its affiliates, and their directors, officers and employees, harmless for any liabilities, claims, demands, suits, losses, damages, costs, obligations and expenses, including without limitation attorneys' fees, court costs and punitive or similar damages, incurred by a party which result from any non-permitted use or disclosure of Personal Information, failure to safeguard personal information, or breach of this Addendum by Producer or any affiliate, director, officer, employee, agent, or subcontractor of Producer.
- (e) ***Equitable Relief.*** Both parties acknowledge that Confidential Information it receives is confidential and/or proprietary to the other party, that disclosure thereof could be seriously harmful to the business prospects of the other party, that the other party 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, each party agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Addendum, an aggrieved party will be entitled to: (i) seek 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.
- (f) ***Material Obligation/Survival.*** Each obligation contained in this Addendum is deemed to be a material obligation of the parties hereunder and will survive the termination of the Agreement.
- (g) ***Interpretation.*** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Addendum, this Addendum will control. Any such inconsistency or conflict will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other federal and state laws and regulations. This provision will supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Addendum and the HIPAA Privacy and Security Rules or any other federal and state laws and regulations applicable to Confidential Information, the HIPAA Privacy and Security Rules or any other federal and state laws and regulations that apply to the security and confidentiality of or consumer rights and related obligations applicable to Confidential Information.

# STRUCTURED SETTLEMENT COMPENSATION/PRODUCTION SCHEDULE




This Compensation/Product Schedule ("Schedule") is attached to and made a part of the Producer Agreement ("Agreement") and supersedes any prior Commission Attachment or Compensation/Product Schedule. Schedule becomes effective upon completion of the appointment process.

The parties agree as follows:

- A. **DEFINITIONS.** Terms not otherwise defined in this Schedule shall have the meanings set forth in the Agreement. The following terms shall have the following meanings:
1. "Company" means United of Omaha Life Insurance Company.
  2. "Owner" means the party identified on the face page of this Schedule.
  3. "Premium" means money paid to the Company by Contractholder for the purchase of annuities under a Contract. The term "Premium" will include any assignment fees or any policy issuance fees, as applicable. The term "Premium" will not include any portion of such money which is used by the Company to pay state premium tax.
- B. Compensation will be earned by Producer for services rendered in the following manner. Subject to the conditions described in this Schedule and other conditions in the Agreement, a commission equal to 4.00% of the amount of Premium paid to the Company by the Contractholder will be paid to Producer by Company as soon as administratively feasible after receipt of Premium by Company, subject to chargeback in the event of the total or partial refund of Premium.
- C. In addition to any restriction imposed in the Producer Agreement, no compensation is payable unless the Contract remains in force.
- D. No assignment, transfer or disposal of any interest Producer may have on account of this Schedule may be made without the written approval of Company.
- E. Compensation related to a Contract may be terminated or adjusted by Company at any time upon notice to Producer without consent of Producer.

UNITED OF OMAHA LIFE INSURANCE COMPANY

By   
The Company's Authorized Representative

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

Please review our Online Privacy Policy at [www.mutualofomaha.com/privacy](http://www.mutualofomaha.com/privacy)  
Privacy Policy "For California Residents Only" notice at [www.mutualofomaha.com/legal-services/california-residents-only](http://www.mutualofomaha.com/legal-services/california-residents-only)

STRUCTURED SETTLEMENT ☒

Name: \_\_\_\_\_  
First Name, Last Name (as it appears on license), Middle Name Required, if not applicable check box. ☐

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

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

E-mail Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\*Business Name: \_\_\_\_\_  
(if applicable)

Personal Business Address (Must be a physical address): \_\_\_\_\_

*\*Note: All correspondence will be mailed to the business address if one is provided. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.*

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

(Commission is paid to the Firm) Firm Name: \_\_\_\_\_  
(required)

**ERRORS AND OMISSION INSURANCE INFORMATION:**

In accordance with the requirements of Mutual of Omaha and its affiliates, I agree to maintain professional liability insurance (referred to as Errors & Omissions coverage of at least **\$1,000,000 per claim** and **\$1,000,000 in aggregate**) covering the sales and service of Mutual of Omaha and its affiliates insurance products.

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

In the amount of \$ \_\_\_\_\_ / \_\_\_\_\_  
(per claim) (in aggregate)

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

**BACKGROUND EXPERIENCE:**

**Directions:** PLEASE PROVIDE A WRITTEN EXPLANATION for any "YES" answers including the disposition and applicable supporting documentation (court documents, insurance department documents, etc.). Failure to answer "YES" when appropriate may result in denial of your request to be contracted.

1. Has any regulatory authority, such as an insurance department, FINRA or the SEC ever fined or suspended you, placed you on probation, assessed you any administrative costs, entered into a consent order with you, issued you a restricted license, or otherwise disciplined you? Are you currently under investigation by any regulatory authority, such as an insurance department, FINRA or the SEC?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
2. Other than minor traffic offenses that did not result in harm to a person or property, have you ever been (1) convicted of any offense, or (2) plead guilty or nolo contendere (no contest) to any offense?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

**NOTE: Answering "YES" to the above questions does not automatically preclude you from being contracted.**

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Date

## **FAIR CREDIT REPORTING ACT DISCLOSURE**

### **Disclosure Regarding Consumer Reports**

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, “Mutual of Omaha”) may obtain and use consumer reports about you in order to evaluate your eligibility to contract with Mutual of Omaha as an insurance producer or to remain contracted as an insurance producer for Mutual of Omaha.

### **California State Disclosure**

**For California applicants:** Under California law, an “investigative consumer report” is a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any means. Mutual of Omaha may obtain an investigative consumer report (which may include information described above) from an investigative consumer reporting agency (“ICRA”) on you in order to evaluate your eligibility to contract with Mutual of Omaha as an insurance producer. The nature and scope of this investigation includes your character, general reputation, personal characteristics, or mode of living information, including criminal history and credit.

The ICRA preparing the investigative consumer report and conducting the investigation will be:

Business Information Group, Inc.  
P.O. Box 541  
Southampton, PA 18966  
Phone: (800) 260-1680

Under California Civil Code section 1786.22, you are entitled to a visual inspection of files maintained on you by an ICRA, as follows:

- (1) In person, if you appear in person and furnish proper identification, during normal business hours and on reasonable notice. A copy of your file shall also be available to you for a fee not to exceed the actual costs of duplication services provided;
- (2) By certified mail, if you make a written request, with proper identification, for copies to be sent to a specified addressee. An ICRA complying with requests for certified mailings under California Civil Code section 1786.22 shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA;
- (3) A summary of all information contained in your files and required to be provided by California Civil Code section 1786.10 shall be provided to you by telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charges, if any, for the telephone call are prepaid by you or charged directly to you.

“Proper Identification,” as used above, means information generally deemed sufficient to identify you, which includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you pursuant to California Civil Code section 1786.10 and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection under California Civil Code section 1786.22.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person’s presence.

This page must be returned to us.

## YOUR AUTHORIZATION

By signing below, I authorize Mutual of Omaha to obtain and use consumer reports about me in order to evaluate my eligibility to contract with Mutual of Omaha as an insurance producer. If I am contracted with Mutual of Omaha, my authorization will remain valid for as long as I am contracted, such that, to the extent permitted by applicable law, I agree that Mutual of Omaha can procure additional consumer report(s) which may include criminal background checks, consumer credit reports and/or investigative consumer reports (as defined by federal law) without providing additional disclosures or obtaining additional authorizations.

**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 Signature

\_\_\_\_\_  
Date

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