

# BACKGROUND AND INFORMATION SHEET



Name: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ (optional) E-mail Address: \_\_\_\_\_ (optional)

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

Personal Business Address: \_\_\_\_\_

**\*Note** – All correspondence (including compensation statements), will be mailed to the personal business address indicated. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.

Address for overnight packages (cannot be a P.O. Box): \_\_\_\_\_

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

Tax I.D. Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Please identify your Master General Agency (if applicable): \_\_\_\_\_

## **Errors and Omission Insurance Information:**

In accordance with the requirements of Mutual of Omaha and its affiliates, I agree to maintain professional liability insurance (referred to as Errors & Omissions coverage) covering the sales and service of Mutual of Omaha and its affiliates insurance products.

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

In the amount of \$ \_\_\_\_\_

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

## **BACKGROUND EXPERIENCE. Note: Please read each question carefully. Failure to answer "Yes" below, when appropriate, may result in the denial of your request to be contracted.**

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA (formerly known as the NASD), SEC or any other regulatory authority?  
 Yes  No
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?  
 Yes  No

PROVIDE A WRITTEN EXPLANATION AND APPLICABLE SUPPORTING DOCUMENTATION (i.e., court documents, insurance department documents, etc.) FOR ANY QUESTION TO WHICH YOU RESPONDED "YES". Please be sure to date and sign the written statement.

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

\_\_\_\_\_  
Date

# Check Deposit Authorization



I, the undersigned, do hereby authorize Mutual of Omaha and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Mutual of Omaha and its affiliates has received notification from me of its termination in such time and in such manner as to afford Mutual of Omaha and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

**I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.**

**A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.**

New Deposit                      or                       Change Deposit

Name of Bank \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Checking Account No. \_\_\_\_\_

or

Savings Account No. \_\_\_\_\_

Is This Electronic Deposit For:

Company                      or                       Individual                      (*check one*)

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Tax ID or Social Security Number \_\_\_\_\_

Producer Number \_\_\_\_\_

Effective Date \_\_\_\_\_

Telephone Number (     )                      -                      \_\_\_\_\_

**Please remember to attach a voided check to verify account number.**

Return completed form and copy of voided check to:

Mutual of Omaha Insurance Company                      or                      FAX to: 402-351-2646  
Attn: 6 – Broker Compensation  
Mutual of Omaha Plaza  
Omaha, NE 68175

\*Electronic Deposit **is not** available for all products. Please contact Sales Support for exclusions 800-775-7898.

**MUTUAL OF OMAHA USE ONLY**

Entered & Verified By \_\_\_\_\_ Date \_\_\_\_\_

# REPRESENTATIVE AGREEMENT



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

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

## SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. APPOINTMENT.** Company authorizes Representative to solicit Product applications and to recruit Other Representatives. Company agrees to appoint Representative with the appropriate state insurance departments for Representative to solicit Product applications. This appointment is not exclusive.
- B. COMPENSATION.**
1. **For Each Product.** Representative’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 Representative.
  2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
    - (a) Representative 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.** Representative shall not be entitled to any compensation after the Termination Date of this Agreement, except for:

- (a) Vested Compensation, except as provided in Section B.5,  
and
  - (b) any net credit balance in Representative's account for compensation earned as of the Termination Date.
4. **Forfeiture.** Representative will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, Representative 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 Representative's insurance license.
5. **Potential United of Omaha Life Insurance Company Long Term Care Commission Forfeiture.** Representative agrees that following termination of this Agreement (irrespective of whether Representative subsequently re-contracts with Company), for any reason, if Representative's United of Omaha Life Insurance Company ("United") Long Term Care commissions for business written and submitted through its United Long Term Care hierarchy, results in less than \$750 in commissions payable to Representative in any successive 12 month period following the termination of this Agreement, then any further United Long Term Care renewal commissions for business written by Representative shall be forfeited and no longer payable to Representative. This provision shall apply to all such renewal commissions, regardless of whether such commissions were designated as "Vested Compensation".

**C. REPRESENTATIVE'S DUTIES.**

- 1. **Licenses and Approvals.** Representative 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.** Representative may recruit Other Representatives. Representative shall monitor its Other Representatives and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other Representatives to properly address compliance or other risks. When directed by Company, Representative shall communicate Company information to its Other Representatives.

3. **Solicitation.** Representative shall help its Other Representatives in soliciting Products. If Representative is contracting as an individual, then Representative may solicit applications for Products.
4. **Service.** Representative shall help its Other Representatives in servicing customers. If Representative is contracting as an individual, Representative shall provide service to Representative's customers.
5. **Confidentiality and Privacy.** Representative 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 Representative.
6. **Compliance with Laws and Conduct.** Representative 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.** Representative shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other Representatives to comply with all policies, practices, procedures, processes and rules of Company. Representative shall promptly notify Company if Representative or any of its employees or Other Representatives are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** Representative shall have and maintain Errors and Omissions liability insurance covering Representative and Representative'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.** Representative shall be responsible for all money collected by Representative, Representative's employees and its Other Representatives on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other Representatives, 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 Representative purely in a fiduciary capacity and not for Representative's own benefit. Representative 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, Representative 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.** Representative 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.** Representative 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, Representative shall deliver to its customers any information that Company provides to Representative 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 Representative by Company. Representative 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.** Representative, either directly or through its employees or Other Representatives, 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, Representative must provide the customer with full disclosure (both positive and negative) of all relevant information.

6. **Misrepresentation.** Misrepresent or induce any Other Representative to misrepresent, any provision, benefit, or premium of any Product.

## **E. COMPENSATION ADMINISTRATION.**

1. **Accounting.** Company will account to Representative for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through Representative. Company reserves the right to freeze Representative'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, Representative shall pay to Company all compensation previously paid or credited to Representative's account on such returned premium.
3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to Representative from Company under this Agreement to any and all obligations or Indebtedness of Representative or its employees, Other Representatives or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon Representative, and the right exists irrespective of whether the obligations of Representative or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within thirty days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
5. **Limitation of Compensation Actions.** Any claim by Representative regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to Representative. 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, Representative or Company shall have the right at any time to terminate this Agreement, with cause or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. INDEPENDENT CONTRACTOR.** Representative is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, Representative shall be free to exercise Representative's own judgment as to the persons from whom Representative 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 Representative for the purpose of verifying Representative'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 Representatives 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.
- 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.** Representative'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 Representative is an individual, then Representative designates the beneficiary specified on the signature page or such other party or parties as Representative may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after Representative'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 Representative for any Product, and (b) is made a part of this Agreement.
3. **“Indebtedness”** means any amounts owed by Representative to Company, including but not limited to (a) the chargeback of any compensation paid or credited to Representative 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 Representative, (c) any expenses incurred by the Company on behalf of Representative, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the Representative.
4. **“Other Representative”** means any individual or organization, which (a) enters into a representative, general agent or other marketing agreement with Company and (b) submits Product applications that designate Representative.
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 Representative or Company sends written notice of termination to the other party, or (b) the date specified by Representative 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 Representative after the Termination Date, subject to Section B.5 regarding United Long Term Care potential forfeiture, if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if Representative is the writing agent, Representative must also remain the producer of record.

**[Remainder of page intentionally left blank]**



**TO BE COMPLETED BY REPRESENTATIVE  
 FOR ALL STATES EXCEPT NEW YORK**



**REPRESENTATIVE**

By: \_\_\_\_\_  
(Signature always required)

Printed Name: \_\_\_\_\_  
(Same as signature above)

Title: \_\_\_\_\_

Representative: \_\_\_\_\_  
(As it appears on license)

DBA: \_\_\_\_\_  
(If applicable)

Date: \_\_\_\_\_

Designated Beneficiary \_\_\_\_\_



**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

**Social Security Number**

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or

**Employer Identification Number**

--	--	--	--	--	--	--	--	--	--

**Certification**

Under penalties of perjury, I certify that:

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



TO BE COMPLETED BY REPRESENTATIVE  
FOR NEW YORK ONLY



**REPRESENTATIVE**  
By: \_\_\_\_\_  
(Signature always required)  
  
Printed Name: \_\_\_\_\_  
(Same as signature above)  
  
Title: \_\_\_\_\_  
  
Representative: \_\_\_\_\_  
(As it appears on license)  
  
DBA: \_\_\_\_\_  
(If applicable)  
  
Date: \_\_\_\_\_  
  
Designated Beneficiary \_\_\_\_\_



**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

**Social Security Number**  
| | | + | + | | |

or

**Employer Identification Number**  
| + | | | | | |

**Certification**

Under penalties of perjury, I certify that:

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.**

<b>Sign Here</b>	<b>Signature of U.S. person →</b>	<b>Date →</b>



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

**REPRESENTATIVE AGREEMENT**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President Customer Service Administration

Date: \_\_\_\_\_

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



**REPRESENTATIVE AGREEMENT**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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



## CONFIDENTIALITY AND SECURITY AMENDMENT

This Confidentiality and Security Amendment (this "Amendment") is made part of and incorporated into the Representative Agreement between Representative and Company ("Agreement") and is effective on the later of March 1, 2010 or the effective date of the Agreement. This Amendment revokes and replaces in its entirety any prior Confidentiality and Privacy Amendment made a part of and incorporated into the Agreement. To the extent any provisions of the Agreement conflict with or are inconsistent with any provisions of this Amendment, the provisions of this Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

1. **Definitions.** Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Agreement.
  - (a) **"Business Information"** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the Company. Business Information does not include (i) information similar to Business Information which is independently owned and developed by Representative or (ii) information relating to direct or indirect compensation payable, paid or provided to Representative under the Agreement.
  - (b) **"Confidential Information"** means Business Information and Personal Information.
  - (c) **"HIPAA Privacy and Security Rules"** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164 and the Security Standards at 45 CFR part 160, part 162 and part 164, as may be amended from time to time.
  - (d) **"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.
  - (e) **"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 or present physical and mental health condition and 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.

- (f) **“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.
- (g) **“Representatives”** means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of Representative.
- (h) **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information in, or interference with system operation in, an electronic information system containing Confidential Information.

## 2. **Representative’s Obligations Regarding Confidential Information.**

- (a) **Confidentiality.** Representative agrees to retain all Confidential Information in strict confidence. Representative will not use, disclose, transmit, store or transport Confidential Information except for purposes related to Representative’s performance of obligations under the Agreement. Representative is responsible to Company for any Information Security Breach by its Representatives.
- (b) **Reporting Unauthorized Use, Disclosure or Information Security Breach.** Representative agrees to report each of the following to Company:
  - (i) any use, disclosure or Information Security Breach of Confidential Information not authorized or provided for by the Agreement; and
  - (ii) 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 Representative becomes aware of such unauthorized use, disclosure, Information Security Breach or successful Security Incident. Representative shall take action(s) requested by Company to mitigate any such unauthorized use, disclosure, Information Security Breach or Security Incident.

- (c) **Return of Confidential Information.** Representative 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 the Representative is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the expiration of the Representative’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, the protections of the Agreement shall be extended for so long as

Representative maintains the Confidential Information. Representative'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.

- (d) **Disposal of Confidential Information.** Representative 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.

3. **Permitted Uses and Disclosures of Confidential Information by Representative.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal laws or regulations, Representative may use, disclose, transmit, store and transport Confidential Information:

- (i) for the proper management and administration of Representative's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or Representative 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;
- (ii) to carry out the legal responsibilities of Representative; and
- (iii) to its Representatives if the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby.

4. **Representative's Additional Obligations Regarding Protected Health Information.** Representative agrees as follows:

- (a) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Company.
- (b) at the request of and in the time and manner designated 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.
- (c) to make any amendment(s) to Protected Health Information that the Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by the Company.
- (d) to document any disclosure of Protected Health Information, and upon request in the time and manner 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.

- (e) to make its internal practices, books and records 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 Company's compliance with the HIPAA Privacy and Security Rules.
- (f) upon written request of Company, provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

5. **General Security Requirements.** When storing Confidential Information, Representative shall comply with the following requirements:

- (a) Representative shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, shall have the following elements:
  - (i) Secure user authentication protocols that include:
    - (A) control of user IDs and other identifiers;
    - (B) a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
    - (C) 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;
    - (D) restricting access to active users and active user accounts only;
    - (E) blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
    - (F) prohibitions against sharing or migrating access privileges to another individual; and
    - (G) assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.
  - (ii) Secure access control measures that:

- (A) restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
  - (B) 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.
- (b) To the extent technically feasible, Representative will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.
- (c) Representative will monitor systems for unauthorized use of or access to Confidential Information.
- (d) Representative will encrypt all Confidential Information stored on laptops or other portable devices.
- (e) For files containing Confidential Information on a system that is connected to the Internet, Representative will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
- (f) Representative 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.
- (g) Representative will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
  - (i) Representative will designate one or more employees to maintain the comprehensive information security program.
  - (ii) Representative 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.
  - (iii) Representative will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.

- (iv) Representative will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.
- (v) Representative 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.

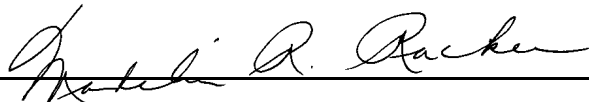
6. **PCI-DSS Requirements.** Representative will not store any credit or debit card data. If Representative transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, Representative will employ safeguards that comply with the Company's policies and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

7. **General Provisions.**

- (a) **Compliance with Laws.** Representative shall comply with its obligations under the Agreement, this Amendment and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
- (b) **Amendment.** This Amendment shall be amended to conform to any legal requirements that result from any changes, revisions or replacements of any applicable state or federal law or regulation 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 Representative without the consent of Representative. 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.
- (c) **Disclosures Required By Law or a Governmental Authority.** If either party is required to disclose Confidential Information in response to legal process or a governmental authority, such party shall immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment shall be accorded such Confidential Information.

- (d) **Survival.** The respective rights and obligations of Representative under this Amendment shall survive the termination of the Agreement.
- (e) **Cost of an Information Security Breach.** Representative shall be responsible for the costs associated with an Information Security Breach that results from the failure of Representative's information security program or Representative's failure to comply with federal or state laws. Representative will cooperate with Company to mitigate any damages that may result.
- (f) **Termination for Violation of this Amendment.** Company may terminate the Agreement, effective immediately upon notice to Representative, if Representative has violated the terms of this Amendment.

Acknowledged by Company:

By: 

Name: Madeline R. Rucker

Title: Executive Vice President, Customer Service

# FAIR CREDIT REPORTING ACT DISCLOSURE



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 consumer reports from:

First Advantage Corporation  
100 Carillon Parkway, Suite 100  
St. Petersburg, FL 33716

"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 credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

**For residents of 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 or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

## AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the 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