

SPECIAL AGENT AGREEMENT

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

SEE SECTION J FOR DEFINITIONS

The parties agree as follows:

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

Agent shall promptly notify Company if Special Agent is not in compliance with any Company policy, procedure, process or rule.

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

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

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

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

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

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

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

I. **GENERAL.**

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

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

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

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** Special Agent's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Section C.2 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

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

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



SPECIAL AGENT

By: **See signature on Producer Contract Information
and Signature Form**
(Signature always required)

SPECIAL AGENT AGREEMENT

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

By: _____

Name: _____

Title: _____

Date: _____