

SPECIAL RISK PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is effective on the date it is executed by an Authorized Representative of the Company. If this Agreement is intended to be an agreement with an individual Agent, the parties to this Agreement shall be Mutual of Omaha Insurance Company and/or the Authorized Affiliated Company ("Company") located at Mutual of Omaha Plaza, Omaha, Nebraska 68175, and the individual identified in Section A below ("Producer"). If this Agreement is intended to be an agreement with an individual Agent and an Agency, the parties to this Agreement shall be Mutual of Omaha Insurance Company and/or the Authorized Affiliated Company ("Company") located at Mutual of Omaha Plaza, Omaha, Nebraska 68175, and the parties identified in Sections A and B below (collectively "Producer").

This Agreement, including the attached Terms and Conditions and other Attachments incorporated from time to time by reference, constitutes the entire agreement between the parties, and supersedes any prior oral or written agreement with respect to the subject matter hereof. The parties have read this Agreement and neither has relied upon any representations not contained herein. Only an Authorized Representative of the Company has the authority to modify this Agreement. To be effective, any modification must be in writing and signed by such an Authorized Representative.

**INFORMATION NEEDED TO BE APPOINTED BY COMPANY
FAILURE TO COMPLETE ALL QUESTIONS AND BLANKS WILL HALT THE APPOINTMENT PROCESS**

Complete Section A below. If requesting appointment of an Agency or if commissions are to be paid to an Agency, also complete Section B below.

<p>A. AGENT NAME (as it appears on Agent license): _____</p> <p>SSN: _____ DOB: _____</p> <p>RESIDENCE ADDRESS: _____</p> <p>PRODUCER'S TPA-BROKER ADMINISTRATION-WHOLESALER: _____ TELEPHONE: (____) _____</p> <p>BUSINESS ADDRESS: _____</p> <p>_____ TELEPHONE: (____) _____ FAX: (____) _____</p> <p>E & O INSURANCE CARRIER: _____</p> <p>POLICY NUMBER: _____ EFFECTIVE DATE: _____</p> <p>EXPIRATION DATE: _____ FACE AMOUNT: _____</p> <p>1. Have you ever been fined, suspended, placed on probation, reprimanded, entered into a consent order, or are you currently under investigation by any insurance department, the NASD, SEC, or any other regulatory authority? ____ Yes ____ No</p> <p>2. Have you ever been convicted of, plead guilty or nolo contendere ("no contest"), served any probation, or are charges currently pending against you for any offense other than a minor traffic violation? ____ Yes ____ No</p> <p>3. Are you registered with the National Association of Security Dealers (NASD)? ____ Yes ____ No</p> <p style="text-align: center;">A YES ANSWER TO QUESTION 1 OR 2 REQUIRES A WRITTEN EXPLANATION BE ATTACHED</p>
<p>B. AGENCY NAME (as it appears on Agency license): _____</p> <p>TAX I.D. NUMBER: _____</p> <p>BUSINESS ADDRESS: _____</p> <p>_____ TELEPHONE: (____) _____ FAX: (____) _____</p>

Commissions are payable to: _____ (must appear as shown on license).
If required by law, the individual Agent and/or Agency must be appointed with Company before commissions can be paid. Appointment fees will be paid by Company.

**PLEASE ATTACH COPY OF AGENT AND/OR AGENCY LICENSE & MAIL TO SPECIAL MARKETS INSURANCE CONSULTANTS
Attn: Tonia Spees, 2615 POST ROAD
STEVENS POINT, WI 54481
TELEPHONE: (715) 344-2281 FAX: (715) 344-6126**

Under penalties of perjury, I certify that the above information is current, that I am authorized to act on behalf of the Agency (if applicable) and that the number(s) (SSN and/or Tax I.D. #) shown on this form is/are the correct Taxpayer Identification Number(s) (or am waiting for a number to be issued). Company's appointment process may include a background investigation which may contain general information about Producer. Such background investigation may include information relating to credit history, criminal history, general reputation, and CRD System registration history (if any). My signature to this Agreement authorizes Company and any individual or entity acting on behalf of Company to conduct an investigation now, or any time while Producer is appointed or contracted with Company, and releases Company and any individual or entity acting on behalf of Company from any liability whatsoever for providing such information. This authorization will remain valid as long as the appointment is valid. A copy of this authorization is as valid as the original.

If this Agreement is with an Agency, this Agreement shall be executed below by both the Agency and the individual Agent. If this Agreement is with an individual Agent only, only the signature of the individual Agent is required. This Agreement shall not be binding upon the Company until the date executed by an Authorized Representative of the Company.

**MUTUAL OF OMAHA INSURANCE
COMPANY OR THE AUTHORIZED
AFFILIATED COMPANY**

AGENT

AGENCY

By: _____
(Signature of Authorized Representative)

Type/Print Name: _____
Title: _____
Date: _____

By: _____
Date: _____

By: _____
(Signature of Agency Officer)

Type/Print Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

A. DEFINITIONS.

1. **Attachment.** Attachment means any Company-generated document signed by an Authorized Representative which is intended to modify or supplement the provisions of this Agreement. Unless otherwise stated, each Attachment is automatically incorporated into and becomes part of this Agreement as of its effective date and shall remain in effect until cancelled by the Company.
2. **Authorized Affiliated Company.** Authorized Affiliated Company means any organization identified as such in any Attachment.
3. **Product.** Product means any insurance product, investment vehicle or other offering identified in any Attachment.
4. **Authorized Representative.** Authorized Representative means the chief executive officer of the Company or an individual authorized in writing by the chief executive officer or the chief operating officer.
5. **Company.** Company means Mutual of Omaha Insurance Company and/or the Authorized Affiliated Company.
6. **Proprietary Information.** Proprietary Information means all complete or partial copies of information which relates to Clients or the business of the Company including without limitation: sales and rate information; computer software and related documentation; business plans and operating strategies; Product information; Client information, including; claims and claim experience records. Proprietary Information does not include information similar to that described above which is independently owned and developed by Producer.
7. **Client.** Client means any individual or organization directly or indirectly utilizing one or more Products.

B. GENERAL OBLIGATIONS.

1. **Producer Requirements.** The Producer may solicit and procure applications for Products of Company and any Authorized Affiliated Company when specifically authorized and properly licensed and appointed. The terms of this Agreement shall govern the relationship between the Producer and Company.
2. **License.** The Producer shall secure and keep in effect any licenses, registrations and appointments required to represent the Company and may not solicit for Products unless the proper licenses, registrations and appointments have been obtained.
3. **Appointment.** The Company shall appoint the Producer to solicit and procure applications for Products and provide such service as may be required. This appointment is not exclusive.
4. **Products and Compensation.** The Company may withdraw, limit, restrict or change any Product, including but not limited to, premium rates for any Product as it deems necessary and change the compensation payable to Producer for any Product.
5. **Client Information.** The Company owns all information which relate to Clients, whether provided to or obtained by the Producer, and all information provided by Company which

relates to prospects, except for information independently owned and developed by Producer.

6. **Laws and Regulations.** The Company shall at all times have the unrestricted right to ascertain whether the Producer is conducting business in a manner consistent with applicable laws, regulations and ordinances, this Agreement, and the rules, practices and procedures of the Company.
7. **Subproducers.** Producer shall ensure that all subproducers utilized by Producer are appropriately licensed and appointed by Company and have executed producer agreements with Company prior to such subproducers being used by Producer to perform any services for Company.

C. PRODUCER'S DUTIES. The Producer shall:

1. **Follow Company Practices.** Adhere to and comply with the provisions of this Agreement, the statement of values of the Company, relevant internal compliance procedures, and all rules, practices and procedures of the Company. This includes, but is not limited to, prompt reporting to the Company of any customer or regulatory complaint or inquiry.
2. **Procure and Submit Applications.** Solicit and procure applications for Products and promptly submit the applications to the Company at Company's address shown in this Agreement or other address furnished by the Company.
3. **Collect Money.** Promptly remit any money collected to the Company without deduction and in the manner provided on the applicable Attachment. All money collected shall be the property of the Company and shall be held by the Producer in a fiduciary capacity and not for the Producer's benefit.
4. **Service Clients.** Render all service incidental to the development and conservation of the Company's business which may be deemed necessary by the Company and deliver to the Company, immediately upon receipt, any proof of loss or other evidence of claim.
5. **Protect Proprietary Information.** Preserve and protect the confidentiality of all Proprietary Information to which the Producer may have access.
6. **Act Ethically and Lawfully.** At all times, act in an ethical, competent and professional manner; and comply with and obey all applicable federal, state and local laws, regulations and ordinances.
7. **Maintain Insurance.** Have and maintain Errors and Omissions liability insurance covering Producer and all of Producer's employees during the term of this Agreement in an amount and nature acceptable to Company. If requested by the Company, Producer shall obtain and maintain in force a bond covering fidelity losses, in an amount and nature satisfactory to the Company. The Producer shall provide evidence of such Errors and Omissions insurance and bond upon request.
8. **Keep Records.** Maintain all books, records and materials, including premium information, relating to Producer's duties and obligations under this Agreement during the continuance of this Agreement and for a period of at least five (5) years thereafter and shall make such books, records and materials

available to Company upon reasonable notice for inspection or audit. Any manuals, applications, policy lists, and all supplies furnished by the Company shall remain the property of the Company and, at the request of the Company, said property shall immediately be returned to the Company upon termination of this Agreement or at any time upon request by Company.

9. **Fact Finding.** Have a reasonable basis for believing that any recommendation made by the Producer is suitable for the Client or prospective Client. Such reasonable basis shall be based on documented fact finding undertaken by the Producer.

10. **Pay Expense.** Pay, with Producer's own funds, all expenses, fees and taxes incurred by Producer in the performance of its services under this Agreement.

D. **PRODUCER'S LIMITATIONS.** The Producer shall not:

1. **Money Collected.** Spend, cash or deposit any premium checks or drafts for any Product.

2. **Deliver Improperly.** Deliver any Product contrary to applicable rules, practices and procedures.

3. **Extend Time.** Extend the time for payment of money.

4. **Waive Obligations.** Waive or extend any obligation or condition of any Product.

5. **Incur Company Expense.** Incur any expense or liability on account of the Company without specific written approval from an Authorized Representative.

6. **Misuse Advertising Material.** Alter any sales or advertising material provided by the Company or create, use or place any sales or advertising material (including, without limitation, advertisements of either specific Products or the Producer's association with the Company, e.g., telephone book advertising, web pages and business cards) containing the name, logos or other marks of the Company or that directly or indirectly leads to the sale of a Company Product without prior written approval from the Company.

7. **Violate Laws.** Act unethically, or disobey or violate any federal, state, municipal and other applicable laws and regulations.

8. **Solicitation.** Represent Company, solicit and procure applications for Products or provide information on premium rates for Products until Producer has been appointed by Company, when required by applicable law.

9. **Unauthorized Forms.** Use and shall ensure that its subproducers do not use forms not authorized by Company with regard to services performed under this Agreement.

E. **COMPENSATION.** All terms and conditions related to compensation paid to the Producer for services performed under this Agreement are described in a commission schedule that is an Attachment. Compensation payable under this Agreement shall be subject to an offset for any indebtedness of the Producer to the Company.

F. **TERMINATION.**

1. **With Notice.** The Company or the Producer shall have the right at any time to terminate this Agreement, with or without cause, by written notice of the other party.

2. **Procedural Guidelines.** The Company may from time to time adopt procedural guidelines applicable to termination of Producer contracts. The Company may also adopt, from time to time, penalties and sanctions applicable to breach of this Agreement or violation of law by the Producer. Adoption of these guidelines and any failure to observe them shall neither grant any rights to the Producer, nor impose any duties upon the Company and shall not be deemed to limit the Company's rights as set forth in this Agreement.

3. **Return of Materials.** Upon termination of this Agreement, the Producer shall immediately return to the Company all Proprietary Information, material identifying the Producer as a representative of the Company, and property owned by the Company.

G. **MISCELLANEOUS.**

1. **Determination of Issuance and Product Type.** The determination to issue a Product and the type of Product to be issued shall be at the Company's sole discretion.

2. **Independent Contractor.** The Producer is an independent contractor and not an employee of Company. None of the terms of this Agreement shall be construed as creating an employer-employee relationship and the Producer shall be free to exercise the Producer's own judgment as to the persons from whom the Producer will solicit and the time, place and manner, and amount of such solicitation.

3. **Indemnification.**

(a) Should any claims, penalties or lawsuits be made or imposed by any third party against the Company or the Producer as a result of the Producer's negligence, wrongdoing, or the Producer's breach of this Agreement, then the Producer shall hold the Company harmless from and indemnify the Company for any claim, loss, expense, cost, liability or attorneys' fees which the Company may incur defending the action and for any settlement of or judgment resulting from such action. Producer's obligations set forth in this paragraph shall survive termination of this Agreement.

(b) Should any claims, penalties or lawsuits be made or imposed by any third party against the Producer or the Company as a result of the Company's negligence, wrongdoing, or the Company's breach of this Agreement, then the Company shall hold the Producer harmless from and indemnify the Producer for any claim, loss, expense, cost, liability or attorneys' fees which the Producer may incur defending the action and for any settlement of or judgment resulting from such action. Company's obligations set forth in this paragraph shall survive termination of this Agreement.

4. **Nonassignment.** This Agreement may not be assigned by Producer. Any attempt by Producer to assign this Agreement shall be void.

5. **Prior Agreements.** All prior agreements between the Company and Producer regarding the subject matter of this Agreement are hereby declared null and void.
6. **Controlling Law.** This Agreement is to be interpreted, enforced, governed by and construed in accordance with the laws of the State of Nebraska without regard to that State's principles of conflicts of laws.
7. **Severability.** In the event any provision of this Agreement is declared by a court to be invalid or unenforceable, the remaining provisions shall remain in effect.
8. **Limitation of Actions.** Any claim by the Producer or Company under this Agreement must be brought within one year of the occurrence of the claim.
9. **Deviation from Contract Terms.** If the Company or Producer deviates from the provisions of this Agreement, even without protest by the other, such deviation shall not be held to have changed this Agreement or rights hereunder.
10. **Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
11. **Order of Preference.** This Agreement and its Attachments shall be construed as being consistent with each other. When such construction is unreasonable, the order of preference shall be:
 - (a) Attachment signed by both parties;
 - (b) Attachment signed by Authorized Representative; and
 - (c) this Agreement.
12. **Attorneys' Fees.** Should either party bring an action against the other in connection with this Agreement, the prevailing party shall be entitled to recover attorneys' fees and related costs and expenses in addition to any other damages awarded to the prevailing party.
13. **Training.** If this Agreement is with an Agency, the Agency will work with its employees and Producers acting on its behalf to assist them in learning and understanding the Company's Products and duties under this Agreement. The Agency shall also perform such other activities as may reasonably be related to the development of any Producer acting on its behalf.

**FAIR CREDIT REPORTING ACT DISCLOSURE TO CONSUMERS
AND BACKGROUND AND INFORMATION SHEET**

Mutual of Omaha Insurance Company, United of Omaha Life Insurance Company and Companion Life Insurance Company, whichever is applicable, will obtain consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer.

“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 Insurance Company, United of Omaha Life Insurance Company, and Companion Life Insurance Company, whichever is applicable, 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 appointed.

By signing below, I acknowledge the “Fair Credit Reporting Act Disclosure to Consumers” has been provided to me.

CANDIDATE’S STATEMENT – READ CAREFULLY

You are hereby authorized to make any investigation 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 inquiry 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 National Association of Securities Dealers, The Securities and Exchange Commission or any other person or organization having any records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such records, data and information to Mutual of Omaha Insurance Company, United of Omaha Life Insurance Company and Companion Life Insurance Company (together, the “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