

Producer/Agency Form



OLD MUTUAL
INVEST INSURE INNOVATE

- Producer**
 Agency

- OM Financial Life Insurance Company**
 OM Financial Life Insurance Company of New York

Instructions:

- Step 1.** Complete, Sign and Date this Form. If you are a corporate principal, complete a separate form for the corporation. Forward the form(s) to your appointing agency.
Step 2. Appointing General Agencies, please complete the bottom portion of the Form authorizing the hierarchy set up and compensation.
Step 3. Once contracted and you have been given access to SalesLink, you will be asked to sign additional Agreements via an electronic signature.

MGA Name: _____ MGA Number _____

MGA Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Producer/Agency Information

Producer/Agency Name: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Residence Phone: _____

Cell Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____

e-mail address: _____

Preferred method of contact: e-mail Phone Fax

Date of Birth: _____

Social Security Number: _____

Corporation TIN Number: _____

Gender: M F Agency

Language(s) spoken other than English: _____

Resident State License No.: _____

Additional States in which you wish to be appointed and License Numbers for each:

Non- Resident State _____ License Number _____

Non- Resident State _____ License Number _____

Non- Resident State _____ License Number _____

1. Have you ever filed for bankruptcy? Yes No
2. Have you ever been the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction?
 Yes No
3. Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?
 Yes No
4. Have you ever been accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service?
 Yes No

5. Have you ever been *alleged* to have engaged in any fraud?
 Yes No
6. Have you ever been *found* to have engaged in any fraud?
 Yes No
7. Have you ever been convicted of any crime?
 Yes No
8. Have you ever been barred, fined or disciplined by any insurance, securities or other regulator in any jurisdiction?
 Yes No
9. Have you ever had your license to offer or sell insurance products or securities is suspended or revoked in any jurisdiction?
 Yes No
10. Do you hold a current Certificate of Continuing Education for California and/or Iowa? Yes (Please attach a copy) No
11. Have you taken the AML training course? Yes
 No (If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)

If the Answer to any question from 1-9 above is yes, please attach an explanation. Additional information such as supporting documents may be required.

By signing below, I: (i) certify that all of the information provided on this form is true and correct and I acknowledge that my failure to provide truthful and accurate information is a valid basis for the immediate termination of my relationship with OM Financial Life Insurance Company and/or OM Financial Life Insurance Company of New York (the "Company" in reference to either or both, as applicable), for cause; (ii) authorize the Company to conduct an investigation of my background and to disclose the results of any such investigation to the Agency(ies) with which I am or become affiliated; and (iii) acknowledge that I have received, read and will comply with the Company's Code of Ethics and Market Conduct Guide and that I have received, read and agree to the terms of the Company's Producer Agreement. I understand that I can access the Company's Code of Ethics and the Market Conduct Guide on SalesLink.

Signature of Producer or Principal of Agency: _____

Date: _____

To be completed by the Appointing Agency

Name of Agency: _____ AGA Code: _____

Approved compensation level/contract type(s): _____

Signature of Authorized Agent: _____ Date: _____

Contact Agency by: Fax e-mail

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **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 (including a U.S. resident alien).

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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



ANNUALIZATION ADDENDUM TO GENERAL AGENT'S OR GENERAL PRODUCER'S AGREEMENT

INSURER

OM Financial Life Insurance Company

This Annualization Addendum to General Agent's or General Producer's Agreement (the "Addendum") is made as of the _____ day of _____, _____ by and between OM Financial Life Insurance Company (the "Company") and _____ ("you," "your," or "yours").

You and the Company agree that this Addendum will modify your General Agent's or General Producer's Agreement dated _____ (the "Agreement") as follows:

1. Subject to the terms of the Agreement and this Addendum, the Company agrees to pay you, upon issuance of the policy, an initial commission(s) in the following percentage amount(s) _____ of the first year commission shown on your Compensation Schedule for all authorized life insurance policies sold by you (the "initial commission"). The balance of the first year commission shown on the Compensation Schedule, if any, shall be paid on an earned basis upon the Company's receipt of the premium in months 10, 11 and 12 of the first year of the policy.
2. In the event of termination, for any reason, of a policy on which an initial commission has been paid under Paragraph 1 of this Addendum, there will be a chargeback as provided in the Compensation Schedule. The chargeback will be withheld from the next commission payment(s) due you until fully repaid. If there is insufficient activity to repay the amount of the chargeback within thirty (30) days, you must remit the balance to the Company within ten (10) days of the Company's written notice to you or the terms of Paragraph 8 of this Addendum will apply.
3. The Company's agreement to pay initial commissions under this Addendum is subject to the following conditions and limitations:
 - (a) The amount of the initial commission is limited to \$3500 for any one policy.
 - (b) Premiums paid through payroll deductions and/or as a part of a grouping of payments made by one entity or individual (also known as "list bill") are not eligible for annualization.
 - (c) Premiums on annuity contracts are not eligible for annualization.
 - (d) You must maintain a yearly production of \$10,000 of paid annualized premiums on a pro rata monthly basis.
 - (e) No commission shall be eligible for annualization unless the Company receives the required premium for the policy in full and all requirements for the issuance of the policy are fulfilled.
 - (f) Payment of an initial commission under this Addendum is limited to policies paid by pre-authorized check and annual payment plans.
 - (g) The chargeback provisions in the applicable Compensation Schedule continue to apply.
 - (h) Any policies which name you, your spouse, relatives, friends, etc. as the insured are not eligible for annualization.
4. In consideration for the privilege of receiving annualized commissions under this Addendum, the Company reserves the right to require, on thirty (30) days prior written notice, that you pay a fee in an amount not to exceed two percent (2%) of commission and/or two percent (2%) of your advanced commission balance.
5. The Company reserves the right to modify or terminate this Addendum at any time upon written notice to you. The Company may terminate this Addendum without also terminating the Agreement. However, termination of the Agreement for any reason will automatically terminate this Addendum.
6. In the event that the Company reasonably believes that you or your Agents/Producers are engaged in consistent internal replacement activity, the Company reserves the right to lower renewal commission rates on all business written with the Company.
7. The Company reserves the right to hold commissions that would otherwise be paid under this Addendum if it has outstanding issues of conduct or performance that need to be resolved with you or your Agents/Producers.
8. Upon termination of this Addendum or upon termination of any policy on which an initial commission was paid, there will be a chargeback as provided in the Compensation Schedule, which must be repaid by you within ten (10) days. If you fail to repay you debt to the Company, the Company has the right to pursue all legal and equitable remedies available to it in enforcing your obligations hereunder and collecting your debt, including without limitations, the following:
 - (a) The Company has the right to setoff the amount it is owed against any commissions you earn from the Company or any of its affiliates.
 - (b) The Company has the right to attach any commissions that you have earned or will earn in the future from the sale of insurance products for other companies.
 - (c) The Company, at its sole option, may agree to allow you to repay the debt in twelve (12) consecutive equal monthly installments, together with interest on the unpaid principal balance at a fixed rate of the lesser of eight percent (8%) per annum or the maximum rate of interest allowed by law. Each payment shall be due on the first day of each month. All payments shall be applied first to interest and then to principal. You agree to execute a promissory note and loan agreement as the entire principal balance outstanding, together with all accrued and unpaid interest thereon, shall become immediately due and payable, in full, without notice or demand. In the event of default, you hereby authorize the Company, by its attorney or by the clerk of any court, to appear before any court of competent jurisdiction and to confess judgment against you in the full amount of your debt to the Company, plus all costs and expenses incurred by the Company in recovering any amount you owe, including attorneys' fees and court costs, if any, hereby waiving and releasing any and all rights of presentment, demand, protest, notice of non-payment and all rights of exemption, modification, appeal, vacation or stay of execution to which you may be entitled under the laws of the State of Maryland or the United States now in force or which may hereafter be passed.
9. The amount of your debt to the Company under Paragraph 8 shall be increased to include the Company's costs and expenses to enforce this Addendum and recover the amount you owe, including without limitation, the Company's reasonable attorney's fees and court costs.
10. The Company's failure to insist on strict compliance with this Addendum or to exercise any right or remedy shall not constitute a waiver of any rights contained in this Addendum or the Agreement, or prevent the Company from insisting on strict compliance or exercising any right or remedy in the future.
11. This Addendum sets forth the entire agreement between the parties with respect to the subject of commission annualization and supersedes all prior or contemporaneous agreements and understandings, whether oral or written. This Addendum shall be governed by and construed under the laws of the State of Maryland, without regard to rules concerning conflicts of law.
12. Except as expressly set forth in this Addendum, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their authorized representatives, under seal, on the dates indicated next to their respective signatures.

 General Agent/Producer (type or print) and Agent/Producer Code No.
 _____ (SEAL)
 Signature/Date

 Title

OM Financial Life Insurance Company
 By: _____ (SEAL)
 Signature/Date
 Its _____
 Title

Approved: _____
 Master General Agent/Producer (type or print) and Agent/Producer Code No.
 _____ (SEAL)
 Signature/Date

 Title

Instructions for Completing OM Financial Life Insurance Company's Annualization Addendum

1. In the opening paragraph, insert effective date of the Annualization Addendum. (This should be the later of the following dates: (a) the date on which OM Financial Life Insurance Company executes the Annualization Addendum, or (b) the date on which the Master General Agent/Producer approves the Annualization Addendum.)
2. In the opening paragraph, insert complete name of General Agent/Producer as it appears on the General Agent's/Producer's Agreement.
3. In the second (unnumbered) paragraph, insert effective date of the General Agent's/Producer's Agreement.
4. In Paragraph #1, insert the percentage of first year commissions which will be annualized and paid as an initial commission or commissions. (Express both in words *and* insert as a number in parenthesis.)
5. In the signature provisions, type or print the name of the General Agent/Producer and insert the General Agent's Agent Code Number (for DSS purposes).
6. Have the General Agent/Producer sign and date the Addendum.
7. Below the General Agent's/Producer's signature, insert the Title of General Agent/Producer. (To be used only if the General Agent/Producer is a corporation and the person who signed the Addendum has signed as an officer of the corporation and not as an individual. If the General Agent/Producer is an individual, you can leave this space blank or insert the words "General Agent/Producer.")
8. In the signature provisions, type or print the name of the Master General Agent/Producer and insert the Master General Agent's/Producer's Agent/Producer Code Number (for DSS purposes).
9. Have the Master General Agent/Producer sign and date the Addendum.
10. Below the Master General Agent's/Producer's signature, insert the title of the Master General Agent/Producer. (To be used only if the Master General Agent/Producer is a corporation and the person who signed the Addendum has signed as an officer of the corporation and not as an individual. If the Master General Agent/Producer is an individual, you can leave this space blank or insert the words "Master General Agent.")
11. The Addendum must be signed and dated by an officer or authorized representative of OM Financial Life Insurance Company.
12. Below the signature of the OM Financial Life Insurance Company officer or authorized representative, insert that person's title.

- Agreement on Reverse -

Authorization Agreement for Direct Deposit To Savings or Checking Account

OM Financial Life Insurance Company

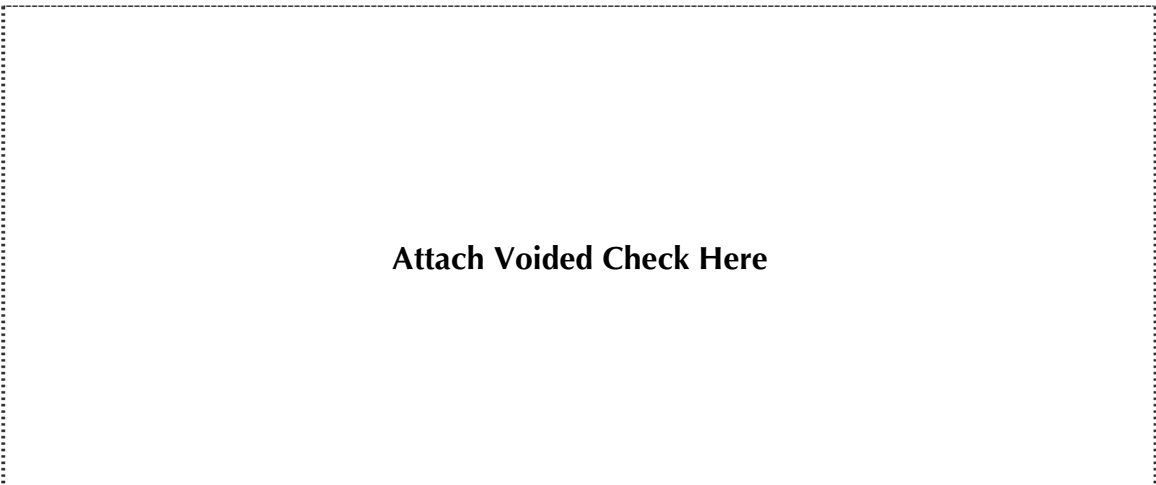
INSURER	
OM Financial Life Insurance Company	

I (we) hereby authorize OM FINANCIAL LIFE INSURANCE COMPANY ("OM Financial Life") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that OM Financial Life notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account by it in error, I (we) hereby authorize the Bank to return said funds to OM Financial Life upon demand, and agree to hold OM Financial Life harmless from any and all liability in connection therewith. OM Financial Life will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Agent Number	Payee's Name (Please Print)	Bank Account Number	Bank Name
Bank Address	City	State	Zip Code
ABA Transit / Routing Number (Lower left corner of your check)		Bank Account Type: <input type="radio"/> Checking <input type="radio"/> Savings	

This authorization is to remain in force until OM Financial Life has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. This authorization is governed by Maryland law, including Maryland Uniform Commercial Code.

Payee's Signature	Date
Joint Payee's Signature (if jointly paid, both parties must sign)	Date



Return to OMFN: Fax No. 410-895-0129