

DANNY FISHER, CLU, ChFC
President

Danny@MrAnnuity.com
www.MrAnnuity.com

13140 Coit Road, Suite 102
Dallas, TX 75240-5797
972-238-1450
800-822-1450
Fax: 972-680-0562

OCEANVIEW LIFE & ANNUITY (OLA) Agent Contracting Instructions

- 1) Complete & sign **all OLA forms** in this package
- 2) Include copy of **Group I Texas Insurance License**
- 3) Include copy of **Errors & Omissions** coverage
- 4) **AML - Anti-Money Laundering Training** (Required Bi-Annually)
 - You must have completed AML Training within the last 2 years **BEFORE** submitting an Annuity Application. Annual AML Training is available at <https://aml.limra.com>.
 - For most people, your Username at LIMRA is your National Producer Number (NPN). If you do not know your NPN, you can look it up at: <https://www.nipr.com/PacNpnSearch.htm>.
 - AML training from www.WebCE.com, www.SuccessCE.com, or www.QuestCE.com also accepted.
- 5) Include copy of **Annuity Certification Training Course (Texas)** also known as the "NAIC Suitability Training Certificate."
 - **This is a ONCE in a Lifetime Course four hour course!** The Texas Department of Insurance (TDI) requires that **ALL** Texas resident agents must complete a four (4) hour Annuity Certification Training Course **BEFORE** they sell, solicit or negotiate a contract for an annuity or represent an insurer in relation to ANY type of annuity, including: fixed, variable, equity index, deferred or immediate.
 - The rule applies to **ALL** Texas Resident Agents, including those agents who are "grandfathered" from Continuing Education courses.

If you have NOT completed this course, you **must** do so **BEFORE** submitting an Annuity Application. You may complete the course at www.WebCE.com or www.SuccessCE.com.
- 6) Include copy of **Continuing Education Requirements for Annuities**
 - If you have been licensed less than 20 years, the TDI requires **8** hours of annuity specific training to be completed during an agent's 2-year Group I licensing period.
 - **"Grandfathered" agents are EXEMPT** from additional annuity CE requirements if you have been continuously licensed for at least 20 years, with no break in licensure greater than 90 days. Most companies require that you submit proof that you are exempt via an Exemption letter from the TDI.
 - To request an exemption letter, fax a completed TDI Form # **LHL216** to the TDI at **512-490-1054**. The TDI Form # **LHL216** form is available on line at:
<http://www.tdi.texas.gov/forms/finagentlicense/fin517.pdf>
- 7) You can submit your Agent Contracting Forms with your first annuity application.

Please send ALL Agent Contracting Forms to The Fisher Agency:

Contracting@MrAnnuity.com or FAX to: 972-680-0562.

Call us if you have any questions.



Sales & Service Forms are available on our website: www.MrAnnuity.com



OceanviewSM

Oceanview Life and Annuity Company

APPLICATION COVER SHEET

Total Number of Pages:_____

Please print clearly:

Name of Contracting Agent:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Email Address:_____

Phone Number:_____

Fax Number:_____

SUPERVISING AGENCY:

(To be filled out by the back office)

IMO (Upline):_____

FMO (if applicable):_____

AGENT LEVEL:_____

Administrative Office:

PO Box 830
Grimes, IA 50111
1-888-295-3815

www.oceanviewlife.com

Sales Office:

410 N. 44th St., Suite 210
Phoenix, AZ 85008
1-833-656-7455



OceanviewSM

Oceanview Life and Annuity Company

AGENT APPOINTMENT PAPERWORK:

Electronic Submissions -

1. SureLC

NOTE: IMO submits via SureLC to Oceanview@mccamish.com

2. Email

oceanview@mccamish.com

AGENT APPOINTMENT PAPERWORK OR NEW BUSINESS APPLICATIONS:

Paper Submissions-

1. Overnight Mail Address

Attn: Oceanview

1851 Miehe Dr

Grimes, IA 50111

2. Regular Mail Address

Attn: Oceanview

PO Box 830

Grimes, IA 50111



AGENT APPLICATION & AGREEMENT

Oceanview Life and Annuity Company
P.O. Box 830 Grimes, IA 50111-0830
Phone: 1-888-295-3815
Fax: 1-678-394-5901

I. PERSONAL INFORMATION

Full Name _____

Appointment Type: ☐ Individual ☐ Corporate ☐ LOA

Corporation Name: _____

Date of Birth ____ / ____ / ____ Preferred Name _____

SSN # _____ Tax ID Number: _____

II. ADDRESS INFORMATION (No PO Box for Residence Address)

Residence Address _____

City _____ State _____ County _____ Zip Code _____

Business Address _____

City _____ State _____ County _____ Zip Code _____

III. CONTACT INFORMATION

Residence Phone # _____ Business Phone # _____

Cell Phone # _____ Fax # _____

Email Address _____

IV. LICENSE INFORMATION

Indiv. NPN _____ Corp. NPN _____

Are you registered with the FINRA? Yes No

If yes, please list your CRD # _____

Non-Resident State(s) in which to be Appointed _____

Do you have Errors and Omission insurance coverage? Yes No

Please list carrier and policy number _____

(Please provide a copy of the E&O coverage certificate.)

*Oceanview is doing business as Oceanview Life and Annuity Insurance Company in the state of California.

IV Cont. LICENSE INFORMATION

Last completion date of Anti-Money Laundering training _____
(Please include a certification of your completion. Oceanview will accept most insurer-approved training programs.)

V. BACKGROUND INFORMATION

Please answer all questions. **If you answer “Yes” to any of the questions, please attach a separate sheet with the details.**

- | | Yes | No |
|---|-----|----|
| 1) Have you ever had: | | |
| a. Your insurance license, securities license, or any other professional license suspended or revoked, or have you ever had an application for an insurance license or a securities license denied by an insurance or securities regulator? | | |
| b. An investigation, regulatory complaint, or consumer complaint against you by an insurance department, the SEC, a state securities department, attorney general, NASD/FINRA, or any other regulatory agency? | | |
| c. Any reportable events on your Form U-4/U-5? | | |
| 2) Have you ever been charged with, convicted of, or plead no contest to (nolo contendere) a felony or misdemeanor? | | |
| 3) Have you ever been involved in any litigation? | | |
| 4) Have you ever filed for bankruptcy? | | |
| 5) Have you ever had a claim filed against your Errors & Omissions policy, or been denied an Errors & Omissions policy? | | |
| 6) Do you currently have an unsatisfied state, federal, or other taxing authority tax liens or judgments? | | |
| 7) Do you have any outstanding debts, including debit balances, to a marketing organization, insurance company, or broker-dealer? | | |
| 8) Do you have any family members currently contracted with Oceanview? | | |
| 9) Have you ever been discharged from employment or had a contract with an insurance company terminated for any reason other than lack of production? | | |

VI. DECLARATION AND AUTHORIZATION

- ✓ I hereby certify that all the information given by me is true and correct without any omissions of any kind.
- ✓ I acknowledge that I have read the attached copy of the Agent Agreement and I agree that I am not appointed to represent Oceanview until and unless this Agent Application is accepted by Oceanview. Upon acceptance of my application, the Agent Agreement shall consist of this Agent Application, the Agent Agreement attached hereto, and any changes that Oceanview may make from time to time including schedules, supplements, and amendments as posted on the agent website or as Oceanview may notify me in writing.
- ✓ I agree that, if appointed, any misrepresentation of facts herein provided may be grounds for termination of the Agent Agreement for cause, at the sole discretion of Oceanview.
- ✓ I will abide by all rules and regulations of Oceanview, which may be subject to change at the discretion of Oceanview, including those found within the Agent Compliance Guide.



- ✓ I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent, and to properly recommend these products to consumers in accordance with insurance laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident insurance license.
- ✓ I hereby continually authorize Oceanview to verify the information set forth in this Agent Application and to contact people regarding my character, general reputation and background, including criminal background checks, according to state and federal regulations.
- ✓ If I am contracted individually and subsequently become a principal in an entity, I hereby agree that I will be the guarantor of the obligations of the entity.
- ✓ I understand that by providing my fax number(s), email address(es), mail address(es), and telephone number(s) on this Agent Application, I am giving express permission to the receipt of advertisements and other communications by fax, email, mail, and telephone from or on behalf of Oceanview and its affiliates.
- ✓ I claim no right to have Oceanview consider or accept this application and I absolve Oceanview of any obligation to consider or accept this application.
- ✓ I release Oceanview and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims, or lawsuits with regard to the information obtained from any and all of the sources used.

Under penalties of perjury, I certify that:

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

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.

Signature _____ Date _____

I. AGENT AGREEMENT

Independent Agent Name: _____

Contract Effective Date: _____

This agreement (this “Agent Agreement”) is made by and between the independent agent named above (“you” and “your”) and Oceanview Life and Annuity Company* (“Oceanview” and “we” and “our” and “us”).

A. AUTHORITY

1. Appointment

You have completed an Agent Application and we hereby accept your application and appoint you to act as our agent, subject to the terms and conditions included in this Agent Agreement, to procure applications for the insurance products described in the commission schedules provided to you from time to time and carry out such other responsibilities as described in this Agent Agreement (collectively, the “Services”). You hereby agree to:

- a) Solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and for which you are properly licensed.
- b) Comply with all applicable statute, law, regulation or other legal requirement enacted, issued, promulgated or enforced by any governmental entity (“Applicable Law”). You further agree to comply with the policies, procedures, rules, guidelines, and requirements that we establish from time to time and post on our agent website, provide to you through written communications, include in the Agent Compliance Guide, or notify you through other similar means.
- c) Make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting his/her/its insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by Applicable Law or our requirements.
- d) Notify us upon receipt of any customer complaint you or any of the Sub-Agents (as defined below) receive concerning you or any of the Sub-Agents, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request.

2. Limitations of Authority

You have no power or authority other than to solicit applications for the insurance products in accordance with this Agent Agreement and the Agent Compliance Guide. You agree that no other or greater power will be implied from the grant or denial of powers specifically mentioned herein. Without limiting the foregoing general restriction on your authority, you hereby agree:

- a) Not to make, waive, or change any questions, statements, or answers on any application for an Agent Agreement or any application for insurance products, the terms of any receipt given thereon, or the terms of any policy or contract itself.
- b) Not to extend or waive any provision of any policy or contract or the time for contract payments or payment of premiums.

* Oceanview is doing business as Oceanview Life and Annuity Insurance Company in the state of California.

- c) Not to adjust or settle any claim unless specifically directed by us.
- d) Not to incur any debts or liability for or against Oceanview.
- e) Not to receive any money for Oceanview except premiums as authorized within this Agent Agreement.
- f) Not to misrepresent, or fail to disclose accurately, the terms or nature of Oceanview's contracts and policies.
- g) Not to pay any premiums on contracts or policies other than your own.
- h) Not to violate any Oceanview instructions.
- i) Not to apply as an owner of any insurance contract on the life of a prospective customer, nor list yourself as beneficiary of any such contract, unless you have a legitimate insurable interest in the life of the proposed insured as determined by Applicable Law and by us.
- j) Not to make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This includes any statements regarding the future projected values of any insurance product.
- k) Not to make, modify or waive, any of the terms or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible.
- l) Not to use the name, logo or otherwise identify Oceanview or any of its affiliated companies without the prior written approval of Oceanview.
- m) Not to give any legal, investment or tax advice on our behalf.

3. Suspension of Agent

Oceanview may, at any time, suspend your appointment if Oceanview, at our sole discretion, determines that you or any the Sub-Agents may be in violation of the Agent Compliance Guide, any Applicable Law, or this Agent Agreement.

4. Independent Contractor

You are an independent contractor. Nothing contained in this Agent Agreement may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this Agent Agreement. From time to time we may set forth certain provisions in the Agent Compliance Guide, or by other means, with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as expressly set forth in this Agent Agreement. No authority may be implied from the authority expressly granted herein. Determining if applications for insurance contracts are acceptable to us is within our sole discretion and our right of acceptance or rejection is absolute and unrestricted. You are solely responsible for payment of any and all taxes, including but not limited to federal and state income, FICA and Medicare taxes, on Compensation (as defined below) or other benefits paid or furnished to you by us.

5. Appointment of Sub-Agents

You have authority to recruit and recommend to us individuals to be appointed as our agents. No recommendation or application to become appointed as an agent for us will be effective until approved by us. We may allow you to designate agents on whose production you are to receive Compensation from us (each such designated agent, a "Sub-Agent"). You are responsible for the activities of any and all of the Sub-Agents. You are responsible for providing proper and adequate supervision and training of the Sub-Agents, and for the Sub-Agents' compliance with the terms and conditions of any Agent Agreement with us.

6. Oceanview's Exclusive Authority

Oceanview may, in our sole and exclusive discretion:

- a) Modify or amend any insurance contract.
- b) Set maximum and minimum limits on the amount for which any insurance contract may be issued.
- c) Modify the conditions under which any insurance contract may be sold.
- d) Discontinue or withdraw any insurance contract from your state(s).
- e) Cease doing business in your state(s).
- f) Establish rules governing the Compensation to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract.
- g) Determine the amount of Compensation to be paid on insurance contracts not described within this Agent Agreement.
- h) Make charges for rejected, undelivered, or reissued insurance contracts.
- i) Audit the sales and marketing business practices of you or any of the Sub-Agents, which may include onsite audits.

B. ADDITIONAL COVENANTS

1. Sales Activity

You covenant that you shall perform the Services utilizing the degree of skill, care, diligence, prudence, timeliness, efficiency and foresight of an experienced, professionally managed insurance intermediary fulfilling obligations and performing services similar to Oceanview.

2. Suitability

You covenant that you will not recommend a purchase, sale, exchange, surrender or other transaction in relation to any insurance policy distributed pursuant to this Agent Agreement unless such insurance policy is suitable for the applicant or prospective policyholder. As used in this context, the term "suitable" means that you reasonably consider that the policy is in furtherance of the needs and objectives of such applicant or prospective policyholder based upon the collection, by you, of data about such applicant or prospective policyholder.

3. Similar Programs

You understand and agree that Oceanview may enter into similar product development arrangements with third parties pertaining to products that may be the same or similar in structure, features or application to the products contemplated under this Agent Agreement ("Similar Programs"). To avoid any doubt, the provisions of this Agent Agreement are not intended to limit or preclude Oceanview's participation in Similar Programs, or otherwise be deemed to constitute an agreement to proceed with you exclusively with respect to the marketing and placement of insurance products.

4. Record Retention

You covenant that you will safeguard all documents and records (including recordings of telephone calls with applicants, prospective policyholders and policyholders) related to the distribution, sale or marketing of the insurance contracts and other Confidential Information (as defined below) in your possession in accordance with Applicable Law and the Agent Compliance Guide but in no event for fewer than seven (7) years after each policy is issued pursuant to this Agent Agreement. For this term, you covenant that you will report to Oceanview any missing materials from these documents and records which are required to be retained. Oceanview will have access to all documents and records during such period that you are required, whether by this Agent Agreement, Applicable Law, the Agent

Compliance Guide or otherwise, to safeguard such documents and records and you shall provide us with a copy of any document or record requested by us within seven (7) calendar days of such a request. All documents and records may be stored in electronic media.

5. Errors and Omissions Insurance Coverage

You covenant that you will keep in full force and effect and maintain at your sole cost and expense insurance covering acts, errors, omissions, breach of security or privacy, including notification expenses, and machine malfunctions arising out of your operations or services at all times with policy limits of at least \$1,000,000 per claim/\$2,000,000 annual aggregate, or such other limits as we may require from time to time. You are required to have the minimum insurance during the term of this Agent Agreement and during any period thereafter where you are providing Services or receiving Compensation under this Agent Agreement and in no event for fewer than five (5) years after termination of this Agent Agreement. You must provide us with evidence of such coverage that is satisfactory to us and as we may reasonably request from time to time, and at least annually. You must provide us with notification within ten (10) business days of any cancellation, change of policy provisions or carrier, or other termination of such coverage. Failure to maintain such coverage may result in your suspension or in the termination of this Agent Agreement. We reserve the right to raise the required minimum policy limits at our sole discretion, with or without prior notice. Your obligation to provide the insurance specified herein will not limit in any way any of your obligations or liability provided elsewhere in this Agent Agreement, nor will the insurance coverage provided herein override your indemnification obligations.

6. Indemnification

You shall indemnify, defend and hold harmless Oceanview and its affiliates, successors, assigns, and designees and their respective directors, officers, members, managers, employees, agents and representatives (collectively, “Oceanview Indemnified Parties”) against any claim, litigation, judgment, loss, settlement, cost, damage or other expense or liability (including but not limited to attorney fees, lost profits, indirect, incidental, or punitive damage) that any Oceanview Indemnified Party may incur in each case to the extent as a result of any negligence, violation of Applicable Law, misconduct, breach of confidentiality or privacy, or error or omission on your part or the part of any of the Sub-Agents resulting from (i) any act by you or any of the Sub-Agents in violation of this Agent Agreement or outside the scope of authority granted to you pursuant to this Agent Agreement or (ii) any other act by you or any of the Sub-Agents. You shall notify Oceanview within twenty-four (24) hours upon receipt of notice of the commencement of any legal proceeding relating to any such actual or claimed liabilities. Oceanview will have exclusive authority to direct the defense and effect any settlement for which the foregoing indemnity may apply and you hereby covenant to cooperate in the defense or conduct of any such litigation as reasonably deemed necessary by Oceanview.

7. Indebtedness / Right of Set-Off

You agree to pay any debit balance owed by you to us when due, and any debit balance(s) of the Sub-Agents remaining after completion of any debt collection we may undertake. You grant to us a first priority security interest in all Compensation payable to you by us and any of our affiliated insurance companies to the extent of any indebtedness or other obligation you or the Sub-Agents owe to us, and we will have the right of set-off against any such Compensation or any other monies payable or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 5.25% per year or (if lower) at the highest amount permitted under Applicable Law (as amended from time to time), upon notice to you by us. The foregoing right of set-off will also apply to any Compensation payable to you after termination of this Agent Agreement.

8. Additional Covenants

You covenant that: (i) you will have the resources, capacity, expertise and ability in terms of equipment, know-how and personnel to provide the Services; (ii) you will comply with the Agent Compliance Guide as it is provided to you by Notice (as defined below) from time-to-time; and (iii) you will provide the individuals who provide the Services with training as to the products and the Services and with respect to the Agent Compliance Guide.

9. Compliance with Applicable Law

You covenant that you will comply with all Applicable Law and will obtain and maintain in effect all required licenses and other authorizations necessary to fulfill your obligations under this Agent Agreement. If you or any of the Sub-Agents engages in outbound calling, texting, emailing, or other communications, you agree to comply with all Applicable Law, including, but not limited to, laws and regulations governing telemarketing and commercial email campaigns, such as the Telephone Consumer Protection Act, the Telemarketing Consumer Fraud and Abuse Prevention Act, the CAN-SPAM Act and the regulations implementing those acts (including all applicable “Do Not Call” regulations). You covenant that you will ensure that you and any and all of the Sub-Agents will record and retain proof of consent to be contacted by each contacted third party, if such consent is required by Applicable Law. You covenant that you will cooperate fully with Oceanview’s system of supervision to comply with such Applicable Law and the Agent Compliance Guide, including, but not limited to, requirements pertaining to replacements, anti-money laundering policies, market conduct exams, complaints, product specific training, new business requirements, and review of marketing and advertising material.

C. AGENT’S RESPONSIBILITIES

10. Receiving Premiums

You have the authority to collect the first premium only and shall promptly remit such premium to us. We do not accept premium payments collected in the form of cash, money order, traveler’s checks, third-party checks or “blank” (counter) checks. You may not commingle contract owner premiums with your personal funds or with your business or agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as otherwise specifically agreed to by us, in advance, in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse, deposit, or cash checks, drafts, money orders or any other financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application, you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

11. Advertising

You are responsible for knowing all Applicable Law related to the advertising and solicitation of insurance products, in all states where you are licensed and/or conducting business. You may not use advertisements, illustrations, sales or other materials referring to us or our products without our prior written consent, as described in the Agent Compliance Guide.

12. Delivery of Insurance Contracts

Insurance contracts must be delivered promptly and in accordance with all Applicable Law and our requirements. Those not delivered within the required delivery period must be returned to us promptly. You agree not to deliver any insurance contract unless the health of the insured is substantially unchanged from the date of the application. In the event you do not deliver any insurance contract, you agree to notify us promptly.

13. Compensation Chargebacks

We may reject, rescind, decline, cancel, or modify applications for insurance products for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not entitled to Compensation with respect to any such rejected, rescinded, declined, cancelled or modified applications for insurance products, and any such Compensation paid to you by us prior to such rejection, rescission, declination, cancellation or modification will become an indebtedness of you to us. For certain insurance contract changes (e.g. surrenders, lapses, distributions) we will charge you and you will refund to us part or all of the Compensation you were paid for that insurance contract. In addition, if we refund premium in any case for any reason (e.g. in response to a complaint) we will charge you and you will pay us all the Compensation you were paid for that insurance contract. The decision to refund premium is within our sole discretion, based on what we determine is in the best interests of the insurance contract owner or us. You will pay us any collection costs (including attorney fees) we incur to receive the Compensation you owe us. You hereby give us the right to apply Compensation or other money we would otherwise owe you to pay Compensation indebtedness you owe to us, to your marketing organization, or to a marketing organization affiliated with your marketing organization. You waive any and all defenses and claims you may have against us for applying Compensation or other money in this manner.

14. Agent Compliance Guide

You are responsible for reviewing, understanding, and complying with our “Conduct and Compliance Guide for the Agent” (“Agent Compliance Guide”) and any revisions to it that may be made by us throughout your appointment with us. You acknowledge and agree to comply with all of the policies, procedures, guidelines, and instructions included within the Agent Compliance Guide and any revisions to it that may be made by us throughout your appointment with us. You acknowledge and agree that the Agent Compliance Guide may be revised by us at any time and from time to time, in our sole discretion and without prior notice to you. The Agent Compliance Guide is located on our website at www.oceanviewlife.com.

15. Privacy and Security of Confidential Information

You will likely gather, possess and/or have access to certain non-public personal and/or protected health information of applicants for insurance contracts for the purpose of performing services for us or functions on our behalf under this Agent Agreement. “Customer Information” means all information, including, without limitation, personally identifiable information and personal health information as defined under Applicable Law, in any form that, alone or in combination with any other information that you or the Sub-Agents hold or maintain or is otherwise readily or publicly available, identifies, relates to, describes or is capable of being associated with, a particular individual or is otherwise protected by data protection and privacy laws and regulations, including, without limitation, the Gramm-Leach-Bliley Act. “Confidential Information” means all confidential information, including restricted or secret data, and data that can reasonably be understood to be valuable, that is provided to you or the Sub-Agents by us. Confidential Information includes Customer Information provided or made available to you. Specifically, you (and your Representatives, as defined below and as the case may be) shall:

- a) keep all Confidential Information strictly confidential, in accordance with this Agent Agreement;
- b) only use Confidential Information strictly for the purpose of providing insurance to the customer pursuant to this Agent Agreement or for carrying out the Services as requested by Oceanview;
- c) comply with Applicable Law regarding the protection and disclosure of Confidential Information;
- d) maintain adequate systems and safeguards to protect and secure Confidential Information;

- e) immediately report to us any use or disclosure of Confidential Information not permitted by this Agent Agreement, including any data breach or suspected data breach involving Confidential Information; and
- f) fully cooperate in our investigation and any procedures that we may choose to undertake, at our sole discretion, to remediate any unauthorized disclosure or use of Confidential Information.

Reports of any use or disclosure of Confidential Information not permitted by this Agent Agreement, including any data breach or suspected data breach involving Confidential Information, must be made to us immediately, but in no event more than twenty-four (24) hours after discovery of such unauthorized access. You must provide in writing and include, at a minimum:

- a) the nature of the unauthorized use or disclosure;
- b) the Confidential Information involved in the unauthorized use or disclosure;
- c) who made the unauthorized use or disclosure;
- d) what you have done or are doing to mitigate any harmful or damaging effects of the unauthorized use or disclosure;
- e) what corrective action you have taken to prevent future similar unauthorized use or disclosure; and
- f) any other information requested by us.

You shall not share Confidential Information with any third party without Oceanview's express written permission, provided, that you may share Confidential Information with the Sub-Agents, or your employees, representatives and third-party service providers (collectively, "Representatives") who have a need to know the Confidential Information in order for you to carry out your obligations under this Agent Agreement. You shall ensure that all Representatives that receive, store, or have access to Confidential Information adhere to the terms of this Agent Agreement and you shall be responsible for any breach by any of your Representatives of the restrictions and conditions contained herein. In the event you receive information, including Confidential Information, from us that you are not authorized to receive, you agree to immediately notify us of such receipt, cease and desist any use of such information, and destroy it immediately. Upon termination of this Agent Agreement (or prior to such date, if you or your Representatives no longer have a need to retain or possess any Confidential Information), you must return to us, or delete or destroy, any Confidential Information, subject to Oceanview's record retention policies, Applicable Law or your obligations under this Agent Agreement.

16. Agent's Information Security Program

During the term of this Agent Agreement and during any period thereafter for which you are providing Services or receiving Compensation under this Agent Agreement and in no event for fewer than seven (7) years after the termination of this Agent Agreement, you shall develop, implement and maintain a comprehensive written information security program to protect Confidential Information from unauthorized access and, where required, in accordance with Applicable Law. Such program shall include administrative, technical and physical safeguards to protect against any anticipated threats or hazards to the security or integrity of Confidential Information. In the event you desire to make material modifications to the process or means by which you use, disclose, access, hold, or maintain Confidential Information, or to change the geographic location where the Customer Information is accessed, processed, held, maintained or stored, you shall provide Oceanview with at least sixty (60) calendar days' notice of such proposed modifications or change. Subject to Applicable Law, Oceanview has the right to verify your compliance with this Section C.7 through a security assessment conducted by Oceanview or a reputable third party designated by Oceanview once in any twelve (12) month period or more frequently in the event Oceanview has a reasonable, good faith belief that you are in material violation of this Agent Agreement or with respect to a suspected security risk to Confidential Information. In the event that material deficiencies are found, Oceanview may perform a second security assessment to confirm

compliance with the recommendations of the prior assessment.

You warrant and covenant that you will require your Representatives who receive Confidential Information hereunder to maintain security standards at least as stringent as your own. Further, you shall audit your Representatives to ensure compliance with this obligation and take remedial measures to the extent necessary.

You shall have business continuity and backup capabilities that will allow you to preserve records and perform your obligations hereunder with minimal disruptions and delays. Such policies and procedures shall be specified in a written plan maintained by you (the “Business Continuity Plan”). Upon our request, you shall provide a copy of the Business Continuity Plan to us. You shall notify us immediately of the occurrence of any catastrophic event that affects or could affect your performance hereunder and report to us frequently with respect to the effectiveness of the Business Continuity Plan. The testing and validation of the Business Continuity Plan must occur on a regularly scheduled basis, but no less frequently than annually, and results of these tests shall be provided to us upon our request.

D. INTELLECTUAL PROPERTY; OTHER PROVISIONS

17. Ownership of Intellectual Property

For purposes of this Agent Agreement, Oceanview shall be and remain the sole and exclusive owner of: (i) all Intellectual Property (as defined below) owned or licensed by Oceanview or its affiliates as of or after the Contract Effective Date, and (ii) all enhancements and Derivative Works (as defined below) of such Intellectual Property, including all United States and international patent, copyright and other intellectual property rights in such Intellectual Property, (collectively, “Oceanview’s Intellectual Property”).

Except as expressly provided hereunder in connection with the distribution, sale, or marketing of the insurance contracts, Oceanview does not convey, transfer or license any Intellectual Property to you hereunder. For the avoidance of doubt, products, pricing assumptions, underwriting standards and analyses, mortality and persistency analyses, proprietary applications, videos and tools, names, characters, artwork, designs, trade names, new product ideas, techniques, business plans, analyses, studies, strategies, projections, systems, platforms (including the Online Platform (as defined below)), copyrighted materials, trademarks or service marks, any and all documentation and other materials including written, electronic or digital relating to the sale of the insurance contracts or any other information or documentation provided to policy applicants, and other Derivative Works including user experience elements, icons, symbols and other similar elements related to this Agent Agreement are exclusively owned by Oceanview.

“Intellectual Property” means all intangible legal rights, titles and interests evidenced by or embodied in any patent (or application in respect thereof), trademark, service mark, trade dress, logo, icon, design, emblem, slogan, sign, insignia, internet domain name, Software (as defined below), copyrightable work or other work of authorship, copyright, moral right, right of attribution and integrity, trade secrets, scientific, technical, economic, insurance underwriting methodology or engineering information or know-how (including algorithms, apparatuses, patterns and patents, plans, compilations, program devices, formulae, designs, prototypes, methods, techniques, processes, inventions, procedures, programs or codes), and all other intellectual property of any kind in any jurisdiction, together with all registrations and applications for registration for any of the foregoing, all reissues, divisions, continuations, continuations in part, renewals, extensions and reexaminations of any of the foregoing and all rights in or to any of the foregoing provided by Applicable Law.

“Derivative Works” means a work based on one or more preexisting works, including but not limited to, a condensation, transformation, translation, modification, expansion, or adaptation, that, if prepared without

authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under Applicable Law, but excluding the preexisting work.

18. License

Oceanview hereby grants to you a revocable, non-exclusive, non-transferable, royalty-free limited right and license during the term of this Agent Agreement to access, use, execute, reproduce, and display Oceanview's Intellectual Property to the extent, and only to the extent, actually necessary for the express and sole purpose of providing the Services. With respect to Oceanview's Intellectual Property that is licensed to Oceanview, you shall: (i) use such Intellectual Property solely to the extent of Oceanview's rights under the applicable software licenses; and (ii) comply with the duties, including use restrictions and nondisclosure obligations imposed on Oceanview by the applicable Software (as defined below) licenses. You shall immediately cease all use of Oceanview's Intellectual Property upon the end of the term of this Agent Agreement and shall certify such cessation to Oceanview in a notice signed by an officer of yours. In no event shall you access, use, reproduce, or display Oceanview's Intellectual Property in a manner that would lead third parties to believe that you are Oceanview or have the authority to bind Oceanview in a manner contrary to this Agent Agreement.

19. Disclaimer

ANY OCEANVIEW INTELLECTUAL PROPERTY IS PROVIDED BY OCEANVIEW ON AN AS-IS, WHERE-IS BASIS. OCEANVIEW EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH INTELLECTUAL PROPERTY.

20. Third Party Intellectual Property

You covenant to not infringe or conflict with the proprietary or intellectual property rights of any third party in your actual or purported performance of the Services to Oceanview.

21. Software

As between Oceanview and you, each will remain the sole and exclusive owner of the Software currently owned by it or developed by it in the future. Oceanview and you will each provide to the other party a non-transferable, royalty-free license for the use of such Software solely in the performance of this Agent Agreement so long as it is contractually permitted to do so. "Software" means any and all software implementation of (i) algorithms, models and methodologies, whether in source code, object code, human readable form or other form; (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; and (iii) the Online Platform.

22. Online Platform

Your use of the Online Platform shall be subject to the terms and included in an URL provided by Oceanview to you in writing. "Online Platform" means that certain online platform or platforms used to complete an application on-line or by telephone for a policy of Oceanview as made available by Oceanview from time to time.

E. GENERAL PROVISIONS

23. Contract Non-Assignable

Any assignment or pledge of your commissions under this Agent Agreement must have our prior written consent and is subject to applicable state insurance laws and regulations and our prior security interest and right of set-off set forth in Section B.7 hereof. All other rights under this Agent Agreement are personal to you and may not be transferred or assigned by you without our prior written consent.

24. Compensation

Commissions, trails and bonuses, if any, ("Compensation") will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or the Sub-Agents. Amounts payable to you on sales by the Sub-Agents will be reduced by the amount payable to such Sub-Agent(s), so that you will receive only the override on such sales. You must

obtain your commission statements and production reports by accessing our agent website or by other means Oceanview may make available. If commissions are payable to you by an upline agent under a “zero comp” or “license only” arrangement, you agree that we have no obligation to pay any Compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorney’s fees, resulting from any claim by you for such Compensation, notwithstanding anything contained herein to the contrary. We reserve the right to revise the commission or trail rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. We may also amend from time to time the terms and conditions for payment of Compensation as set forth on any commission schedule or supplement thereto. We will provide you with notice of any such revision or amendment (including notice on our agent website). No such revision or amendment will reduce the commissions or trails payable to you on business sold by you or the Sub-Agents prior to the effective date of the revision or amendment. To the extent you are required by any Applicable Law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of Compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under Applicable Law.

25. Termination

This Agent Agreement may be terminated with or without cause by either you or us immediately upon date of delivery to the last known address of the other party. This Agent Agreement is terminated automatically without cause upon your death if it is an individually-signed contract (i.e., a contract signed by a natural person) or, if you are a partnership, LLP, LLC or corporation, upon filing for bankruptcy or receivership, or upon any event legally or contractually causing the dissolution of that entity. We may terminate this Agent Agreement “for cause” immediately upon written notice sent to your last known address. “For cause” may include the following:

- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a contract owner or to an insured;
- b) you withhold any premiums, receipts, documents, or correspondence that should have been provided to us;
- c) you subject us to a liability;
- d) you fail to comply with the Applicable Law having jurisdiction over you or us, or with the Agent Compliance Guide;
- e) you commit a material breach of this Agent Agreement;
- f) you commit any fraud or material misrepresentation of fact, including but not limited to misrepresentation of any fact on an application for an insurance product;
- g) you fail to pay any indebtedness to us upon demand;
- h) you fail to obtain and maintain the required insurance coverage specified by this Agent Agreement
- i) you cause or attempt to cause any employee or agent of ours to discontinue their association with us;
- j) you are, or have ever been, convicted of or plead guilty or nolo contendere (“no contest”) to any felony or to any crime involving dishonesty or breach of trust;
- k) you are, or become, not a duly licensed insurance agent;
- l) you fail to cooperate with investigations we conduct based on complaints, inquiries, regulatory examinations or investigations, suspicions of non-compliance with this Agent Agreement, or other similar reasons;
- m) you engage directly or indirectly in any rebating in connection with the purchase of our insurance contracts; or
- n) you engage in any effort to systematically replace the policies or contracts written with us by you or the Sub-Agents.

Upon termination for cause or, if the Agent Agreement is with a non-natural person, upon dissolution or bankruptcy of the entity, no further Compensation will be payable hereunder. Except as otherwise provided, commissions and trails will be fully vested as premiums are applied. Upon termination with or without cause, no further bonus payments of any kind, if any, will be payable, and no other benefits will be available, regardless of when earned. Supplies and all other property and materials, including marketing materials and company business cards, furnished by us must be returned to us within ten (10) business days. You will immediately delete and/or cease using our electronic materials. Following termination with or without cause, we may withhold any Compensation or other monies payable to you for a period not to exceed three hundred and sixty-five (365) days. If, after termination of this Agent Agreement, the amount of Compensation becoming payable to you over any consecutive six-month period is less than \$50.00, all future Compensation payable to you will be forfeited and no further Compensation will be payable to you under this Agent Agreement. Upon termination with or without cause, you shall have no further authority to solicit business for us, nor to recruit Sub-Agents, nor to collect money for us, nor to represent us in any manner. All monies owed to us by you and the Sub-Agents are immediately payable to us. The provisions of Sections A.4, B.4, B.5, B.6, B.7, C.4, C.6, D.1, E.2, E.3, E.5 and E.6 shall survive the termination of this Agent Agreement for any reason.

26. Suspension

We retain the right, with or without prior notice, to place you and/or any of the Sub-Agents on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of:

- a) any suspected or alleged misconduct;
- b) any violation, breach, suspected violation or suspected breach of any provision hereof; or
- c) any complaint issued or received or disciplinary action taken, by any state or federal regulatory agency or department, the Financial Industry Regulatory Authority, or any other governmental or quasi-governmental entity.

You and/or any of the Sub-Agents suspended in accordance with the foregoing shall be referred to as a “Suspended Agent”. During the period of suspension, Suspended Agents may not take any action to solicit or procure applications for our products, directly or through their agents, representatives, or employees. Furthermore, during the period of suspension, Suspended Agents will not be entitled to qualify for any reward, incentive, or other promotional programs previously awarded to them or awarded during the period of suspension. The period of suspension will continue for such period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of the Sub-Agents at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or the Sub-Agents receive notice of termination, including the notice requirements set forth in this Agent Agreement.

27. Non-Interference

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, while this Agent Agreement is in force and for a period of two (2) years following the termination, for any reason, of this Agent Agreement, directly, indirectly, or through others, induce or urge any insurance contract owner to lapse, exchange, surrender or otherwise terminate any insurance contract, or induce or urge any employee, agent, or other person to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Agent Agreement will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach

of this Section E.5 will be inadequate and that we are also entitled to obtain injunctive relief to prevent further breaches of this provision. We may seek such injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Phoenix, Arizona, and you agree that those courts have personal jurisdiction over you for the purpose of such actions.

28. Consent to Electronic Agreement & Notice

In the event that you enter into this Agent Agreement by electronic means, you hereby agree and consent that this Agent Agreement shall be legally binding upon you and your heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Agent Agreement was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight (48) hours after delivery shall serve as an affirmation that you were able to receive and open said document. All notices or other communications required or permitted to be given hereunder (“Notices”) will be in writing and shall be deemed effective when delivered by any of the following methods: (i) upon the personal delivery thereof; (ii) three (3) business days after sending by certified mail or (iii) on the first business day after sending by a nationally recognized courier service. Notices shall be sent to: (i) if to Oceanview, Oceanview Life and Annuity Company, 410 North 44th Street, Suite 210, Phoenix, AZ 85008 (Attn: Kent Nelson), with a copy (which shall not comprise notice), sent to Bayview Asset Management, LLC, 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146 (Attn: General Counsel); (ii) if to you, to the address as set forth on your application; or (iii) in either case, to the address as may be otherwise specified by the relevant receiving Party.

29. Non-Waiver

No failure or delay by any Party in exercising any right, power or privilege hereunder will be deemed a waiver thereof, nor will any single or partial exercise thereof preclude any further or other exercise of such or any right, power or privilege.

30. Further Assurances

The Parties agree that each will, and will cause their respective affiliates, subcontractors and representatives to, promptly execute and deliver any and all documents and other instruments, and take such further acts, in addition to those expressly provided for herein, that may be necessary or reasonably appropriate to give effect to the provisions of the Agreement.

31. Third Party Beneficiaries

In no event shall any of the Sub-Agents or any other third party be considered a third party beneficiary under this Agent Agreement or otherwise have any rights or obligations under this Agent Agreement.

32. Nature of Obligations

Any provision in this Agent Agreement which binds more than one person binds each of those persons severally. Each obligation imposed on a Party by this Agent Agreement in favor of another is a separate obligation.

33. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agent Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to

this Agent Agreement by facsimile or other means of electronic transmission utilizing reasonable image scan technology shall be as effective as delivery of a manually executed counterpart of this Agent Agreement.

34. Governing Law; Disputes; Jurisdiction

The Parties agree that the validity, enforceability and interpretation of this Agent Agreement shall be governed in all respects in accordance with the procedural and substantive laws of the State of Arizona, notwithstanding any choice of law, principle or rule to the contrary. The parties further agree that the appropriate federal and state courts located in Maricopa County, Arizona, will have exclusive jurisdiction concerning, and be the proper forum for adjudication of, all matters regarding or related to this Agent Agreement. In the event of a dispute with reference to this Agent Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred in resolving such dispute (including any dispute over the amount of attorneys' fees) at all levels, including appeals. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGENT AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

35. Entire Agreement

This Agent Agreement supersedes any previous agreements between you and us. This Agent Agreement sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Agent Agreement at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Agent Agreement provisions at our agent website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Agent Agreement by calling or writing us. Except for our right to amend this Agent Agreement from time to time as stated above, for purposes of providing notices required or permitted by this Agent Agreement or waiving any right under this Agent Agreement, and notwithstanding any Applicable Law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party. No forbearance or neglect by us to enforce any term, condition, or provision of this Agent Agreement shall be construed as a waiver of any of our rights or privileges hereunder or affect our rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Agent Agreement will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Agent Application signed by you and attached hereto, are incorporated in this Agent Agreement in their entirety by this reference, as if fully set forth herein. This Agent Agreement is executed below and is effective upon execution by us.



ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agent Agreement as of the Contract Effective Date indicated at the top of this Agent Agreement.

Agent acknowledges that he/she has read the Agent Agreement in its entirety and agrees to be bound by the terms and conditions.

Signature of Agent: _____ Date: _____

Printed Name of Agent: _____

OCEANVIEW LIFE AND ANNUITY COMPANY

By: _____ Date: _____

Title: _____



CONSENT TO BACKGROUND CHECK

I have carefully read and understand the foregoing disclosure and the summary of rights under the Fair Credit Reporting Act. By signing below, I consent to a background investigation and authorize Oceanview to obtain consumer reports and/or investigative consumer reports from consumer reporting agencies. I hereby direct Business Information Group, National Insurance Producer Registry, and/or any other consumer reporting agency, as permitted by law, to provide Oceanview with a copy of consumer reports and/or investigative consumer reports about me. I further direct Vector One, as permitted by law, to provide Oceanview with any reported debit balances about me. I understand that Oceanview may obtain a consumer report and/or investigative consumer report at any time during my employment/affiliation with Oceanview, where permitted by law.

Signature: _____ Date: _____

For California, Minnesota, and Oklahoma Applicants Only
A consumer credit report will be obtained through:

Business Information Group
P.O. Box 541
Southampton, PA 18966
Consumer Compliance Officer, 800-260-1680

National Insurance Producer Registry
1100 Walnut Street
Suite 1500
Kansas City, MO 64106

Vector One
P.O. Box 12368
Scottsdale, AZ 85267-2368

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

For Maine and New York Applicants Only
Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only
The consumer reporting agency which furnished the report is:

Business Information Group
P.O. Box 541
Southampton, PA 18966
Consumer Compliance Officer, 800-260-1680

Assignment of Commission

I, _____ (Assignor), hereby assign, transfer, and set over to
_____ (Assignee), all of my right, title, and interest in and to all
first-year and renewal commissions and all other compensation now due and hereafter to become due
to me from Oceanview Life and Annuity Company, d/b/a Oceanview Life and Annuity Insurance

Company in California ("Company"), dated _____ for all products sold thru the
Company. Such assignment is to become effective upon acknowledgment of this assignment by
Company and shall continue in full force in effect until such time as (1) commissions are no longer due
to me, or (2) I complete a Revocation of Assignment form.

I authorize Oceanview Life and Annuity Company to pay said compensation to Assignee subject to the
terms of this Agreement.

This assignment will continue in force until revoked in writing by Assignor and consented to by said
Assignee except that no consent by the Assignee is required if revoke only as to commissions earned on
business issued after the effective date of revocation.

Assignor Name

Assignor Signature

Date

Assignee Name

Assignee Signature

Date

Assignee TIN

Acknowledged – Oceanview Life and Annuity Company

BY _____
Oceanview Name

Oceanview Signature

Oceanview Date



COMMISSION DIRECT DEPOSIT AUTHORIZATION FORM

It is the policy of Oceanview Life and Annuity Company to deposit your commissions directly to an account of your choosing at a designated financial institution.

1. Mark the appropriate box specifying that your pay will be deposited to either your checking account or savings account.
2. Complete the requested information about you, your financial institution and your account.
3. Submit a voided check for verification of all financial institution information.

DIRECT DEPOSIT AUTHORIZATION - Please fill out this authorization and return to Oceanview Life and Annuity Company at P.O. Box 830, Grimes, IA 50325 with a voided check from your account identified below.

I authorize Oceanview Life and Annuity Company to automatically deposit my net amounts earned and payable to my:

- ☐ Checking Account
☐ Savings Account

Should an incorrect deposit be made, the financial institution is authorized to process debit entries to my account and return to Oceanview Life and Annuity Company the amount of any such overage.

This authorization will remain in effect until I have cancelled/changed it in writing.

FINANCIAL INSTITUTION'S NAME

AGENT/AGENCY NAME AND NUMBER

ACCOUNT NUMBER

ROUTING NUMBER

AGENT/PRINCIPAL SIGNATURE

DATE

Mail completed authorization along with a voided check from the account identified above to the address below.

VOIDED CHECK REQUIRED

Oceanview Life and Annuity Company

Administrative Office: P.O. Box 830 • Grimes, Iowa 50325-0905

Phone: 888-295-3815 • Fax: 678-394-5901

A Summary of Your Rights Under the Fair Credit Reporting Act

The Fair Credit Reporting Act (FCRA) is a federal law that promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about medical records or rental history records). Here is a summary of your rights under the FCRA.

You must be told if information provided by a consumer reporting agency has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment, or to take other adverse action against you, must inform you, and provide you the name, address, and phone number of the consumer reporting agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person or entity has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the consumer reporting agency must investigate unless your dispute is frivolous. Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, typically within 30 days.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business with a valid need. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud



alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights.

For more information, including information about additional rights, please visit <http://www.consumerfinance.gov/learnmore> or contact:

Consumer Financial Protection Bureau
1700 G Street N.W.
Washington, DC 20552.

Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue N.W.
Washington, DC 20580

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.



WRITTEN DISCLOSURE AND CONSENT TO REQUEST CONSUMER REPORT AND/OR
INVESTIGATIVE CONSUMER REPORT INFORMATION

Disclosure Regarding Background Investigation for Employment Purposes

Oceanview Life and Annuity Company, and other entities related to it by common ownership or affiliated by corporate control (collectively referred to as "Oceanview") may request background information about you from a consumer reporting agency for the purpose of evaluating you for employment, promotion, reassignment or retention as an employee.

Background information on individuals performing certain services for Oceanview on an independent contractor basis may be deemed to be for "employment" purposes, as defined by section 603(h) of the Fair Credit Reporting Act.

This background information may be obtained in the form of consumer reports and/or investigative consumer reports. These reports may be obtained at any time after receipt of your authorization and during your affiliation with Oceanview, where permitted by law.

Business Information Group, Inc., National Insurance Producer Registry, and Vector One prepare or assemble consumer reports and/or investigative consumer reports for Oceanview. These organizations may be contacted at the addresses below:

Business Information Group
P.O. Box 541
Southampton, PA 18966

National Insurance Producer Registry
1100 Walnut Street
Suite 1500
Kansas City, MO 64106

Vector One
P.O. Box 12368
Scottsdale, AZ 85267-2368

Where permissible by law, Oceanview may retain other consumer reporting agencies to prepare or assemble consumer reports and/or investigative consumer reports about you for employment purposes.

The reports may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be obtained include, but are not limited to: address history; credit reports and history; criminal records; public court records; driving records; bankruptcy filings; education history; employment history; personal and professional references check; professional licensing; and other information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The information may be obtained through personal interviews with sources such as neighbors, friends and associates; and other information sources.

You may request, in writing, within a reasonable time, a more detailed explanation regarding the nature and scope of any investigative consumer report to be conducted. You also have the right to request a copy of your consumer and/or investigative consumer report from the consumer reporting agency by checking the box on the attached consent form. The report will be mailed directly to you by the consumer reporting agency.

A summary of your rights under the Fair Credit Reporting Act is also being provided to you.



OceanviewSM

Oceanview Life and Annuity Company

By signing this attestation form,

1. I confirm that I have completed the required state annuity CE training on _____(date).
2. I confirm that I have reviewed and understand the provisions contained in Oceanview's "MYGA Series Product Training."
3. I confirm that I have read and agree to the provisions contained in Oceanview's "Conduct and Compliance Guide."

Please return the completed form to our Administrative Office:

PO Box 830
Grimes, IA 50111-0830
Phone: 1-888-295-3815
Fax: 1-678-394-5901
Email: oceanview@mccamish.com

Agent Signature

Agent #

Date

Agent Name (please print)

Administrative Office:

PO Box 830
Grimes, IA 50111
1-888-295-3815

www.oceanviewlife.com

For Overnight Mail:

1851 Miehle Dr.
Grimes, IA 50111

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.