

**UNITED OF OMAHA LIFE INSURANCE COMPANY  
LIFE ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment ("Amendment") is part of the General Agent Agreement or Representative Agreement ("Agreement") between General Agent or Representative ("GA/Rep") and Company which executes this Amendment and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company life insurance Products.

**A. COMMISSION ADVANCES.**

1. Company agrees to provide GA/Rep with advances on certain first year commissions ("Advances") upon issuance of certain life insurance Products.
2. GA/Rep may receive Advances on certain life insurance Products as made available to GA/Rep from time to time. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company's sole discretion. Payment of Advances will be included with regular commission payments made pursuant to the terms of the Agreement.

**B. PAYMENT OF ADVANCES.** Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or any other persons or entities in GA/Rep's down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

**C. REPAYMENT OF ADVANCES.**

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
  - (a) Advances made on policies which do not issue,
  - (b) Advances made with respect to premium which is refunded for any reason, and
  - (c) Advances made with respect to premium, which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

**D. AMENDMENT TO INDEMNIFICATION PROVISION.** Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

"In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company."

**E. COLLECTION COSTS.** In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

**F. TERMINATION.** This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

**G. MISCELLANEOUS.**

1. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
2. All commission calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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**Please Note: The Debt Verification Authorization form must also be signed and must accompany this signature page before advancing will be considered for approval.**

<b>GENERAL AGENT/REPRESENTATIVE</b>	
BY: _____ (Signature always required)	SOCIAL SECURITY or TAX ID NUMBER: _____
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

**Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.**

<b>MASTER GENERAL AGENCY</b>	
I approve of the Advance of Commission pursuant to this Agreement.	
BY: _____ (Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.