

## APPLICATION CHECKLIST:

### **Individual**

- ☐ Oceanview Cover Sheet
- ☐ Agent Contract (Form Code: OVLAC-AGT-CONTRACT)
- ☐ Copy of Certificate of Errors & Omission Insurance
- ☐ Consent to Background Check (Form Code: 372180.1)
- ☐ Agent Attestation Page (Form Code: OVLAC-MYGA-AGENT-ATT)
  - State Annuity CE Training – “Completion Date” must be filled out
  - MYGA Series Product Training
  - Conduct & Compliance Guide
- ☐ Agent EFT Commission (Form Code: OVLAC-EFT-DISC)

### **Corporation**

- ☐ Oceanview Cover Sheet (If combined with Individual, please check both “Individual” and “Corporation”)
- ☐ Agent Contract (Form Code: OVLAC-AGT-CONTRACT)
  - Appointment Type, Corporation Name, Corporation Tax ID, Corp NPN (if applicable)
- ☐ Copy of Certificate of Errors & Omission Insurance
- ☐ Copy of W9
- ☐ EFT Commission (Form Code: OVLAC-EFT-DISC)
- ☐ Commission Assignment Form (Form Code: OVLAC-COMM\_ASSIGN)  
NOTE: If Principle Agent holds state licenses but commissions are to be assigned to the Corporation

### **License Only Agent (LOA)**

- ☐ Oceanview Cover Sheet
- ☐ Agent Contract (Form Code: OVLAC-AGT-CONTRACT)
- ☐ Copy of Certificate of Errors & Omission Insurance
- ☐ Consent to Background Check (Form Code: 372180.1)
- ☐ Agent Attestation Page (Form Code: OVLAC-MYGA-AGENT-ATT)
  - State Annuity CE Training – “Completion Date” must be filled out
  - MYGA Series Product Training
  - Conduct & Compliance Guide

### **HOME OFFICE:**

- ☐ Oceanview Cover Sheet –Please indicate the appropriate Hierarchy & Commission Level

**NOTE: Incomplete submitted paperwork will result in delays for appointments**

**OCEANVIEW COVER SHEET**

Please print clearly:

Name of Contracting Agent/Agency: \_\_\_\_\_

Direct Upline Name: \_\_\_\_\_

Direct Upline NPN: \_\_\_\_\_

Commission Level: \_\_\_\_\_

Please provide the email addresses you would like correspondence sent to from Oceanview.

Sales &amp; Marketing: \_\_\_\_\_

Licensing: \_\_\_\_\_

Commissions: \_\_\_\_\_

New Business: \_\_\_\_\_

If contracting a corporation, do you intend to conduct your own suitability review? Please note, if yes, please provide a copy of your suitability procedures to [Oceanview@mccamish.com](mailto:Oceanview@mccamish.com).

Yes                  No

Policies should be delivered to:

Agent                  Client

Is the Firm a Broker Dealer:      Yes      No      CRD: \_\_\_\_\_

If DTCC Services will be requested, please provide the information below.

DTCC Participant ID: \_\_\_\_\_

Associated Firm: \_\_\_\_\_

Services:      App Sub      Position Files      Com File

## Agent Appointment Paperwork:

### Electronic Submissions:

- SureLC
  - NOTE: IMO submits via SureLC to [Oceanview@mccamich.com](mailto:Oceanview@mccamich.com)
- Fax: 1 (888) 417-3702

### Paper Submissions:

- **Overnight Mail Address**  
Attn: Oceanview  
1851 SE Miehe Dr  
Grimes, IA 50111
- **Regular Mail Address**  
Oceanview  
PO Box 830  
Grimes, IA 50111

**Product Specific Training can be completed through RegEd, please see course IDs below:**

- MYGA Series Product Training:
  - Course ID: **OV\_MYGA**
- MYGA Sky Harbourview Rider Supplement Product Training:
  - Course ID: **OV\_MYGASUPP**
- FIASeries Product Training:
  - Course ID: **OV\_FIA**
- Full Suite of Products Training (all modules combined):
  - Course ID: **OV\_ALL**

### For questions regarding Sales or Products:

- Call your Marketing Group or Oceanview Sales & Marketing Team at (833) 656-7455

### For questions regarding Agent Appointment or Policy Information:

- Call the Oceanview Administrative Office as (888) 295-3815



# 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: \_\_\_\_\_

Commissions payable to: \_\_\_\_\_ Individual \_\_\_\_\_ Business

## 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.

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\* 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](http://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 44<sup>th</sup> 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., 5<sup>th</sup> 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: \_\_\_\_\_

### **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.





**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





## 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

\_\_\_\_\_  
ACCOUNT NAME

\_\_\_\_\_  
ROUTING NUMBER

\_\_\_\_\_  
ACCOUNTING NUMBER

\_\_\_\_\_  
AGENT/AGENCY NAME AND 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

**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



Oceanview<sup>SM</sup>

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 completed the NAIC Best Interest Model Regulation producer annuity training on \_\_\_\_\_ "if applicable" (date)

3. I confirm that I have reviewed and understand the provisions contained in Oceanview's "MYGA Series Product Training", "MYGA Sky Harbourview Series Product Training", & "FIA Series Product Training."

4. 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:

**Regular Mail:**

Attn: Oceanview  
PO Box 830  
Grimes, IA 50111-0830

**Overnight Mail:**

Attn: Oceanview  
1851 SE Miehle Dr.  
Grimes, IA 50111

**Fax:** 1-888-417-3702

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Agent Name (Printed)

\_\_\_\_\_  
Date

# Agent Conduct Guide

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## AN IMPORTANT MESSAGE TO OUR VALUED PRODUCERS

Oceanview Life and Annuity Company (“Oceanview”) recognizes and appreciates the many contributions that you make to our success and the growth of Oceanview. Our individual producers and sales organizations are a key part of our past accomplishments and future aspirations. You should be proud of the profession you’ve chosen. You are in a great position to make a significant positive impact on the financial stability and well-being of individuals, their families and businesses.

We want to do everything we can to help you achieve and sustain success in the course of selling our products and servicing consumers. A big part of being an insurance professional is doing things the right way — in other words, conducting your business in a fair, honest and ethical manner. Oceanview is committed to helping you do just that by assisting you in understanding legal and regulatory requirements.

In an era of increased regulatory scrutiny of producers and companies, it is critical that you are aware of the rules and regulations that affect your business. After all, your compliance with all of the requirements of the states in which you do business is a key component of a successful insurance career. To that end, Oceanview makes you an ongoing commitment — to establish clear guidelines for the conduct of your business with us. Please read and understand this Guide, as well as all field bulletins and notices published by Oceanview and keep this Guide in a convenient location for your reference.

If you have any questions, now or in the course of your business relationship with us, please do not hesitate to contact either of the undersigned.

Thank you for all you do for Oceanview.



Bill Egan  
Chief Executive Officer  
Oceanview Life and Annuity Company



Pete Rock  
Chief Compliance Officer  
Oceanview Life and Annuity Company

## Overview and Purpose

Oceanview is committed to providing our producers, BGAs/IMOs, other distributors, and consumers with insurance solutions to assist with the financial needs of individuals, families, and businesses. We know you share in this commitment to your clients.

Part of our commitment to you is recognizing that the financial services industry is highly regulated. The environment can be complex and continues to shift as new state and federal laws and regulations are enacted. In response, we created this Agent Conduct Guide (“Guide”) to assist our producers, BGAs/IMOs, and other distributors in remaining aware of Oceanview’s requirements. Periodically, this Guide will be updated or superseded by communications we make to you via email, posts on our Agent Portal, or other means of communication. Staying informed and complying with our policies, procedures, rules, guidelines, standards, and other requirements is essential to the relationship that we have with you, and that you agreed to follow under the terms of your respective contract with us. While we refer to “producer” or “you” throughout this Guide, the requirements also apply to BGAs/IMOs and our other distributors. Further, the Guide applies to others with whom you work (office staff, producers in your downline, etc.). Failure to comply with the requirements in the Guide may result in disciplinary action up to and including termination of your contract.

Our mutual success is sustainable by focusing on what is right for the consumer. Treating prospects and consumers with the proper level of care and professionalism will help solidify your reputation and Oceanview’s as well.

## Advertising

Communicating with the public is one the most important aspect of our business. The insurance industry is rooted in trust, and our advertising determines how producers, competitors, regulators and the general public perceive us. Oceanview believes it is critical to conduct business with integrity and professionalism, which includes complying with not just the letter but also the spirit of the law by utilizing *Best Practices* which set the foundation for our clients' trust.

The way in which you hold yourself out to the public when soliciting the sale of an insurance product is governed by state and federal laws. It is critical that all advertisements be truthful and accurate, and communicated in a fair and balanced manner. In addition, professional designations must accurately reflect a producer's experience and education.

The marketing, advertising and sale of insurance products have become the subject of heightened regulatory scrutiny in recent years. Most, if not all, of your communications in the regular course of soliciting and selling insurance products are included in the regulatory definition of advertising. When improper or unapproved advertising is used, it may result in significant consequences for you and for Oceanview.

Though the NAIC Advertising Model Regulation (570s) has been adopted as the law in a majority of states, many states have their own unique regulations pertaining to advertising. These laws require Oceanview to maintain a system of control over all Oceanview Advertisements. Insurance advertising is closely regulated with frequent changes, clarifications and bulletins issued by state departments of insurance. While Oceanview may provide updates based on changes in the law or new bulletins, it is your responsibility as a licensed insurance producer to know the applicable advertising rules in the state(s) in which you do business.

**All Oceanview Advertising Materials require pre-approval from Oceanview's Compliance Department. Any such materials distributed without prior written approval are deemed unapproved advertising and are a violation of company policy, as well as a possible regulatory violation and may subject the distributor of such materials to censure, up to and including termination of appointment.**

Keep these key points in mind when developing advertising and marketing material:

### 1. Definition of Advertising

For the purpose of the Guidelines, advertising is defined as any material designed to create public interest in Oceanview (or any affiliated company), its products, or any material designed to induce the public to purchase, increase, modify, surrender, borrow on, reinstate or retain a policy of an Oceanview company.

The definition of advertising under both the Model and state laws includes materials that are designed to create public interest in any insurance product (even if not specifically identified by company). This means that some of the materials that you



create are advertising as defined by state law even though they may not fall within the specific scope of the Guidelines. You are responsible for making sure those pieces are compliant with state insurance regulations.

All advertising material that references Oceanview, describes an Oceanview product, or leads to the sale of an Oceanview product must be submitted to the Oceanview Compliance Department for approval prior to use. If you make reference to features of an Oceanview annuity product, Oceanview must approve this advertising before its use, even if you don't explicitly state the product name or our company name. Note that for all advertisements that refer to or describe Oceanview or its specific products or product features, the Model requires that the issuing company's full name and home office location be prominently displayed, and the full product name, product type and form number referenced.

## **2. Accuracy and Truthfulness**

No advertising material used by Oceanview producers' may contain information that is untrue, misleading or deceptive, nor may any advertisement omit material information where such omission would tend to misrepresent the product or concept advertised. Note that this is based on the overall impression created by the piece, and disclosure may not be sufficient to overcome a tendency to mislead.

## **3. Identity of Producer**

All advertising materials must disclose the identity of the producer as a "licensed insurance producer," "licensed insurance agent," "licensed insurance professional", or "producer" clearly and conspicuously. Use of the term "advisor" is not appropriate for use by an insurance producer without an investment advisory registration.

It's also important to note that some states require specific language describing producer identity, and several require identification by insurance license number (e.g., California, Arkansas). There are also several states that require a reference to "insurance sales presentation" (e.g. Illinois, California, Texas, etc.) when inviting a prospect to a seminar or other similar setting.

### Professional Designations

We fully support your continuing education efforts as this commitment benefits your clients, the companies with whom you do business and the industry. However, in recent years, the number of designations that are used by individuals and groups engaged in the sale of annuity products has increased substantially. It can be very difficult for both companies and consumers to determine the level of education, training or expertise that a given designation appears to represent. If companies were to allow any designation to be used without review, the result would likely be a general dilution of those designations which truly represent a commitment to education and professional growth.

To help guide you in your decision-making process when pursuing professional designations, Oceanview maintains a list of approved and prohibited designations (available on the Agent Portal). This list is periodically updated, and you should not assume that a designation will be

either permitted or prohibited indefinitely. You should check this list periodically to make sure any designation you use continues to be permitted. Unless a designation is on the approved list, it cannot be used in conjunction with the marketing and sale of Oceanview products.

Finally, you should also be aware that some states have provided specific prohibitions against the use of certain designations. If you do business in any state that has provided a list of prohibited designations, you must comply irrespective of whether Oceanview or any other carrier allows the designation to be used.

## Anti-Money Laundering

The USA PATRIOT Act establishes certain requirements and controls for the financial services industry in order to prevent financial institutions from being used for money laundering and the financing of criminal and terrorist activities. Oceanview has adopted an Anti-Money Laundering (AML) Program to fulfill its obligations under the USA PATRIOT Act.

Producers play an important role in the AML Program. Oceanview and those involved in the distribution of our product must collaborate in preventing money laundering and terrorist financing by detecting and reporting suspicious transactions. Requirements under the AML Program include, but are not limited to:

- The collection of consumer information to detect and report suspicious transactions.
- The verification of the identity of the consumer (including the owner, insured, annuitant, beneficiaries and beneficial owners).
- The communication of suspicious activity to Oceanview.
- The training of producers.
- Cooperation with the administration and testing of the AML Program.

Should you detect or observe a situation or transaction that may be related to money laundering or any other financial crime, you are required to notify Oceanview's Compliance Department immediately. A confidential investigation will be conducted by the Compliance Department.

### Consumer Identification

All Oceanview producers are required to meet "Know Your Consumer" requirements as part of the solicitation and sales process. This means that you must validate the identity of each consumer by collecting sufficient personal information to identify them, as well as obtaining financial information and establishing the reason(s) for purchasing the product. The financial information and reason for purchase help validate that the purchase is being made for a legitimate purpose. Oceanview reserves the right to decline a purchase if we cannot obtain sufficient information to establish the identity of any consumer.

### AML Red Flags

Producers must be aware of potentially suspicious activities including, but not limited to, the following:

- The consumer insists on making premium payments in cash when he or she has been informed that cash is not an acceptable form of payment.
- The consumer is reluctant to provide personal identification information.
- The consumer attempts to make payments (e.g., checks, wires, and electronic funds transfer) involving:
  - Payments from an account not at a United States bank.
  - Payment amounts in excess of the expected premium amount.
  - Use of unacceptable forms of payment (see below).
- The consumer shows little or no concern about the future performance of the product or cancellation and/or surrender terms (e.g., fines or penalties).
- The consumer requests a change of ownership of their contract to a person or entity of an Office of Foreign Assets Control (OFAC) Sanctioned or prohibited country.
- The consumer attempts to pay premiums via a third party person or entity not associated with the insurance contract owner.

#### Forms of Payment

Oceanview has created rules around the type of payment that it will accept in conjunction with the initial premium and for subsequent premium payments. The following forms of payment are acceptable to Oceanview:

- Personal checks from a U.S. bank with the name and address of the consumer imprinted on the front of the check.
- Rollover checks and transfer checks (including those connected to a 1035 exchange) received from a U.S. insurance company or U.S. financial institution.
- Wire transfers where the originator is the consumer and the transfer is drawn from the consumer's account from a U.S. based bank.
- EFT payments from a U.S. based bank.

Unacceptable forms of payment include, but are not limited to:

- Cash (Currency) in any amount.
- Checks made payable to "Cash"
- Cashier's checks.
- Checks involving a remitter who is not the consumer.
- Money orders.
- Traveler's checks.
- Checks or wire transfers originating from a foreign bank.
- Producer or agency check or wire transfer where the producer is the originator (except when the producer is the applicant or owner).
- Checks not made payable to Oceanview.
- Checks drawn on the account of someone other than the consumer.

- Starter or temporary checks without the preprinted name of the consumer.

Applications and payments will not be accepted from individuals who are non-residents of the U.S. or who do not have a valid Social Security Number or Tax Identification Number.

#### Producer AML Training

Producers must comply with the requirements for AML training. Oceanview will accept AML training designed for producers by LIMRA International or AML training completed through another U.S. insurance carrier, U.S. broker-dealer, or U.S. bank. Evidence of successful completion must be provided to Oceanview.

## BGAs, IMOs, Banks, and Broker-Dealers

As a BGA, IMO, bank, or broker-dealer, you may recommend producers to Oceanview for appointment to sell our insurance products according to the terms of your contract. No recommendation for appointment or Agent Application and Agreement will be effective until approved by Oceanview. Subject to our acceptance, you may designate producers on whose production you are to receive compensation from Oceanview. You agree to supervise your producers and employees to ensure that they adhere to the requirements set forth in this Guide. You agree to train your producers and employees to ensure that they become fully informed as to the provisions and benefits of the products they are authorized to sell, that they represent those products adequately and fairly to prospective consumers, that they comply with applicable laws and regulations, and that they comply with Oceanview's policies, procedures, rules, guidelines, standards, and other requirements. You further agree to comply with the requirements set forth in this Guide, all applicable laws and regulations, and with Oceanview's policies, procedures, rules, guidelines, standards, and other requirements.

## Complaints

Individuals may not always be satisfied with their experience with you or with Oceanview and a complaint may result for many different reasons.

#### Oceanview's definition of a Complaint

A complaint is defined by Oceanview as a written communication primarily expressing a grievance.

#### Examples of Potential Sources of a Complaint

- Oceanview contract owner
- Beneficiary of an Oceanview contract
- Family member of an Oceanview consumer
- Regulatory body on behalf of an Oceanview consumer
- Attorney or other authorized individual on behalf of an Oceanview consumer

#### Complaint Process

If a producer or any organization appointed by or representing Oceanview receives a Complaint

directly, it should immediately be forwarded to Oceanview's Compliance Department. Oceanview prohibits anyone else from any involvement in any aspect of resolving a Complaint, without first receiving the express permission of Oceanview.

Oceanview's Compliance Department will manage the process of resolving all Complaints. You agree to cooperate fully with Oceanview in the resolution of any Complaint and any related regulatory or legal matters arising from the Complaint.

In the event a complaint is received, Oceanview promptly notifies the writing producer. In most instances, Oceanview will require a prompt written response from the producer regarding the Complaint, along with all sales materials utilized in the sales process and other related materials as deemed necessary by Oceanview. This is the primary opportunity for an producer to recount his/her side of the story and explain any and all details that may be relevant to Oceanview's resolution of the complaint.

Oceanview will contact the appropriate parties regarding the Complaint and determine the resolution. How a Complaint is resolved is at the sole discretion of Oceanview.

## Education and Training

Oceanview recognizes the importance of each producer's commitment to education and training as a key ingredient in achieving and sustaining your success as an producer. In recent years, some states have enacted additional requirements for producers including mandatory training on certain categories of insurance, as well as specific training on market conduct subjects, such as suitability. As new laws and regulations are enacted, Oceanview will notify you of our specific requirements for the completion of such training. However, it is your obligation to be aware of and comply with all state specific training requirements that apply to you and the licenses you hold.

## Investment Advice/Source of Funds

Oceanview recognizes that some producers appointed with our company are also licensed to sell securities and/or provide investment advice to consumers. However, if you do not have the appropriate registration, you are prohibited from providing investment advice to existing or prospective Oceanview consumers. Prohibitions include, but are not limited to, the following:

- Recommending the purchase or liquidation of a security
- Recommending a specific allocation among asset classes
- Discussing the characteristics, advantages, or disadvantages of a particular security
- Advising a consumer as to whether securities are relatively more or less suitable than a fixed insurance product

You are responsible for being aware of, and complying with, all applicable federal laws and regulations, and the laws and regulations of the state(s) in which you do business, regardless of whether they pertain to the insurance industry, securities industry, or other applicable aspects of your business.

## Licensing

State insurance departments strictly control licensing, appointment and solicitation requirements. Although most states have similar licensing and appointment rules, there can be important variations and you must be familiar with the requirements of each state in which you conduct business.

You are authorized to solicit only those insurance products that have been approved for sale by the applicable state insurance authority, and for which you are properly licensed and authorized to sell. State laws and regulations may change frequently, and you have an obligation to ensure that you stay current with applicable licensing requirements concerning areas such as licensing, licensing renewal, training, continuing education, suitability, replacements, and solicitation and sales practices. Although Oceanview devotes effort to keeping you informed of requirements, it is ultimately your responsibility to understand your obligations under your insurance license(s).

### Licensing and Appointment

Several states allow producers to solicit insurance products prior to the final approval of their appointment with the insurance company, but there are specific requirements regarding the timing of the producer's appointment and/or the submission of the first application to the insurance company. In addition to the requirements for appointment, there may be additional requirements that apply prior to solicitation, including the completion of Oceanview's product training. You are not authorized to solicit insurance products on behalf of Oceanview in any state that does not allow solicitation prior to appointment.

Every producer appointed to represent Oceanview agrees that, on an ongoing basis:

- The proper license and appointment will be obtained and maintained to solicit and submit insurance product applications to Oceanview for the applicable type(s) of product(s)
- Applicable state continuing education requirements will be completed in a timely manner
- Licenses will be renewed as required (we may require you to send a copy of the renewed license to Oceanview)
- Notification will immediately be sent to the Oceanview Compliance Department if there is any regulatory action taken against you including, but not limited to, a change in licensing status (i.e., license is terminated, suspended, restricted, non-renewed, or revoked), fines, restitution, audits, investigation, or inquiries
- Notification will immediately be sent to the Oceanview Legal Department if there is any litigation against you or anyone with whom you work or against Oceanview
- Notification will immediately be sent to the Oceanview Compliance Department if you or anyone with whom you work are charged with a crime other than a minor traffic violation
- Any administrative staff or outside vendors shall either limit their activities to clerical and administrative functions or will have the applicable required license(s) and Oceanview appointment(s) as well (you are responsible for ensuring such persons also comply with this Guide)

## New Business

### Product Applications and Other Documents

In order to ensure your cases are submitted in good order, review the following critical points which apply to all Oceanview products:

- Ensure the information provided by the applicant on the application and other documents is complete and correct.
- If a replacement is involved, follow the applicable laws and regulations along with Oceanview procedures and disclosure requirements before completing the application.
- Ask the applicant to carefully review the application and other documents before signing.
- Be sure to record the actual date and location where the application is signed.
- Do not alter or amend any applications or documents without receiving prior approval from Oceanview to do so. Do not alter or amend any information recorded on any documents. Do not use correction fluid or tape to cover previously recorded information.
- Do not forge any signatures.
- Never ask or permit an applicant to sign a blank or incomplete application or other documents.
- Always record the name and producer code of the producer who takes the application and witnesses the signatures of the consumer(s).
- Promptly submit all applicable documents in full to Oceanview. (Remember that the submission of some documents and information is time-sensitive and you need to adhere to state-specific rules and requirements).
- Complete any additional state-specific documents that may be required.

### Handling Consumer Funds

Premium funds collected from a consumer on behalf of Oceanview must be submitted to Oceanview immediately. Oceanview does not allow premiums to be deposited into or paid from producer's accounts under any circumstances. In addition, producers are not permitted to purchase cashier's checks or other negotiable instruments on behalf of a consumer.

### Delivery Requirements

Producers are expected to promptly deliver contracts to the policy owners and subsequently return to Oceanview, within the delivery period, either:

- The properly signed and dated Delivery Receipt, any Amendment of Application, and any other items requested by Oceanview that require the contract owner's signature at delivery; or
- A written statement signed by the proposed contract owner stating that he or she did not accept the contract and desires a refund of premium. The statement may be on the face page of the contract that is returned to Oceanview.

### Cancellation Within the Free-Look Period

Requests to "free-look" a product with a refund of any premiums paid will be promptly handled according to regulatory requirements, Oceanview policy and applicable policy form language. To cancel a contract during the free-look period, the contract owner must do the



following (as stated on the cover page of the contract):

1. Sign and date a written request to cancel the contract within a specified amount of time following delivery; and
2. Submit the written request to Oceanview or the producer. If the producer receives the written request, the producer must immediately forward the request to Oceanview.

## Privacy and Security of Consumer Information

Protecting the privacy of consumers' information is not only the law, but a critical aspect of providing good consumer service and earning the trust of consumers.

You are required to protect the privacy of consumers' personal information. Personal information must be kept strictly confidential except for disclosures allowed by applicable state and federal (e.g. Gramm-Leach-Bliley Act) laws. Consumers' personal information may not be used for any purpose other than to accomplish the duties found in your contract with Oceanview.

It is your responsibility to protect the non-public personal information of Oceanview's consumers in accordance with state and federal laws, Oceanview's Privacy Policy (available on our Agent Portal), and the terms of your contact with Oceanview. You are responsible for monitoring and complying with the applicable federal laws and the laws of the state(s) in which you do business. You are also responsible for implementing proper controls to ensure that the confidentiality and security of consumer information is not compromised.

Any improper disclosure, loss, or other breach or suspected breach of consumer information must be reported to Oceanview's Compliance Department immediately. You may wish to consult your attorney regarding any additional obligations you may have with regard to any breach or suspected breach of consumer information.

## Prohibited and Restricted Activities

### Addresses

Producers must not list their personal address or business address or any address under their control as the address of record on any Oceanview application other than one owned by yourself or a close family member. In addition, Producers may not change a consumer's address to the personal address or business address or any address under their control.

### Charging Fees

A majority of states have adopted a version of the Unfair Trade Practices statute. These statutes contain similar language to the following:

*An insurance producer is not permitted to charge a fee, in addition to earning a commission, for services that are customarily associated with the solicitation, negotiation, or servicing of policies.*



While charging a fee may be appropriate in some areas of the financial services industry, the charging of fees is closely regulated and often requires specific licensing, credentials and disclosure. For example, a Registered Investment Adviser may charge advisory fees for assets under management, but those fees generally would not include the value of fixed insurance products where a commission was paid on the sale. Such advisory fees would likely be viewed by regulatory authorities as fees related to post-sale service activities and unacceptable in many jurisdictions. Accordingly, Oceanview prohibits producers from charging such fees or any fees related to the solicitation, sale, or servicing of any Oceanview product for which you receive a commission.

#### Corruption

Producers are prohibited from engaging in bribes, kickbacks, or other improper payments, whether made directly or indirectly, with any individual or organization.

#### Conflicts of Interest

It is vitally important for producers to realize that various agreements or transactions they might want to engage in with consumers may be inappropriate or even unlawful. Although it is fundamental that you act in the interests of the consumer when selling annuity products, some producers fail to recognize how important it is to avoid both apparent and potential conflicts of interest. With respect to transactions involving Oceanview consumers, producers should keep in mind the following points:

- You must not be nor become the owner of an insurance product other than one based on your life, that of a close family member, or a business associate in who you have a demonstrable insurable interest.
- You must not be nor become the designated beneficiary of an insurance product other than one purchased and/or owned by you or a close family member.
- You must not be named a conservator, attorney in fact under a power of attorney, executor, custodian, guardian, personal representative, trustee, or serve in a similar role, of an Oceanview consumer other than a close family member.
- You must not be nor become a collateral assignee of an insurance product owned by anyone other than a close family member.
- You must not be nor become the trustee of a trust that owns or benefits from an insurance product other than one insuring you or a close family member.
- You must not be nor become the holder of a Power of Attorney over the property of a consumer.
- You must not be named as a witness to a trust or notarize a trust document to help avoid even the appearance of a conflict of interest.

Even transactions involving close or immediate family members must be carefully considered. For example, if an producer sells an insurance product to a parent and advises the parent to designate the producer as the sole beneficiary of the contract, to the exclusion of his or her siblings, the arrangement could lead to legal action on the part of the siblings. So even where a sale appears appropriate, the arrangement may be questioned.

Other conflicts of interest can arise within the context of an producer-client relationship. While strong consumer relationships and persistent business are generally encouraged, the following transactions between producers and Oceanview consumers are prohibited:

- Lending money to or borrowing money from a consumer.
- Commingling your funds with those of a consumer.
- Making any unauthorized transactions on behalf of the consumer.

#### Consumer Signatures and Correspondence

The clear acknowledgement via signature that the consumer understands certain information and/or undertakes certain obligations when purchasing an Oceanview insurance product is a necessary part of doing business.

Neither producers nor their staff are permitted under any circumstance to sign a consumer's name on the consumer's behalf; even at the direction of the consumer (this includes initials).

Neither producers nor their staff are permitted under any circumstance to call, write, electronically mail, or in any other method contact Oceanview and falsely represent that they are the consumer.

#### Fraudulent or Unethical Conduct

Producers are prohibited from engaging in or promoting any activity that Oceanview deems to be fraudulent or unethical.

#### Mortgage Related Purchases

Producers may not make sales that involve the funding of an insurance product through a mortgage related transaction on a principal residence. This includes using home equity through mortgages, reverse mortgages, or home equity loans to purchase an insurance product. This also includes replacing existing mortgages with the assumption that future withdrawals from the insurance product will cover mortgage payments, or any refinancing of mortgages with the intention of using any of the proceeds to purchase an insurance product.

#### Non-Resident Aliens

Producers are prohibited from soliciting or conducting Oceanview business with non-resident aliens and foreign entities.

#### Sales Outside of the United States

Producers are prohibited from soliciting or conducting Oceanview business by any means in foreign jurisdictions.

#### Stranger-Originated Annuities (STOA)

Producers are prohibited from participating in STOA transactions.

#### "Surrogate" Producers

Producers may not act as a "surrogate" for a non-licensed or non-appointed producer. If an Oceanview producer signs the application as the producer of record, he or she must have been the producer who met with the consumer or solicited the application.

#### Tax or Legal Advice

Providing tax or legal advice without the proper qualifications is prohibited. In addition, producers are prohibited from stating or implying that tax or legal advice is being provided by Oceanview. Producers should encourage consumers to consult with their tax or legal professional.

#### Unregistered Securities

Producers are prohibited from participating in the sale of unregistered securities.

## Replacements

States have enacted laws and regulations that require the producer to provide the consumer with the information they need to make an informed decision about whether the replacement is in their interest. It is vitally important that you have a clear understanding of the requirements for a replacement transaction in each state in which you are licensed to sell insurance products.

The National Association of Insurance Commissioners (NAIC) defines a replacement as:

*A transaction in which a new policy or contract is to be purchased, and it is known or should be known to the proposing producer that by reason of the transaction, an existing policy or contract has been or is to be:*

- 1. Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated;*
- 2. Converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of non-forfeiture benefits or other policy values;*
- 3. Amended so as to affect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;*
- 4. Reissued with any reduction in cash value; or*
- 5. Used in a financed purchase.*

Oceanview does not encourage or condone the systematic replacement of existing insurance products. Marketing strategies should not be based on promoting replacements.

It is the producer's responsibility to understand and comply with each state's replacement requirements and Oceanview's requirements pertaining to replacements. It is also the producer's responsibility to have appropriate documentation within their client files. Producers should be able to readily demonstrate that (1) a thorough review of the consumer's needs/objectives was conducted; (2) a fair and careful comparison of the existing insurance product with the proposed insurance product was completed and appropriately communicated to the consumer; and (3) the primary reason for the replacement recommendation and why it is suitable for the consumer and in the consumer's interest.

## Sales Practices

### Churning and Twisting

Producers are prohibited from churning or twisting. Churning is the practice of replacing insurance products for the purpose of generating commissions rather than for the benefit of the consumer. Twisting is the practice of utilizing misrepresentation to induce the consumer to purchase a product (generally involving a replacement).

### Misrepresentation

One of the most prevalent allegations made by consumers in complaints is misrepresentation of one or more provisions of the insurance product. Such allegations are often made with respect to the misstatement of product features or benefits, omission of product features such as surrender charges while describing the product, overemphasis of the interest rate that may be received, or other key elements of the product.

Producers must provide consumers with a comprehensive description of the insurance product during the sale. Only use materials that have been approved by Oceanview as described above. When discussing any term or provision of an insurance product with a consumer, use Oceanview's sales materials and disclosure documents in order to provide a complete and accurate explanation of the product. Upon delivery, review the terms and provisions of the insurance product and specifically discuss the "free-look" provision.

### Abusive or Coercive Sales Methods

Producers should always market insurance products in an appropriate manner. Producers may not engage in any sales tactics that involve illegal, abusive, or coercive sales methods.

Responsiveness to questions about the product and clear communication about both its benefits and limitations are important for the consumer. There is nothing wrong with appropriately motivating a prospective consumer to take action to solve his or her insurance needs. That said, abusive or coercive sales methods are unnecessary and will not be tolerated by Oceanview.

### Use of Scare Tactics

One type of abusive or coercive sales method is to use fear to scare the prospect into buying a product he or she otherwise would not. Oceanview understands that in the marketing of insurance products, appropriately motivating a prospective consumer to take action is an element of the sales process. However, the line between motivating a purchase and scaring a prospect needs to be respected. It is also important to realize that depending upon your target market, tactics may be perceived differently, particularly in the case of seniors. A greater standard of care must be utilized when working with seniors. Oceanview will not tolerate the use of scare tactics in the sales process.

Some examples of statements that may be considered scare tactics include the following:

- “You’ll never see a dime of Social Security because it’s going to be bankrupt soon.”
- “The FDIC is underfunded which means your bank CDs are not safe.”
- “It’s not a question of if you will run out of money. It’s just a matter of when.”
- “Many pension funds have gone bankrupt. Your pension is probably worthless.”
- “All of your assets will be seized when you go into an assisted care facility.”
- “Probate is horrible and must be avoided at all costs.”
- “You’re going to lose 70 percent of your 401(k) and IRA money to taxes.”

#### Disparagement

Producers may not disparage or defame an insurer, its products or another producer or financial professional in the course of selling or attempting to sell Oceanview products. This includes misrepresenting or inappropriately commenting on an insurer’s financial strength. Any comparisons with other insurers’ products must be complete, balanced, and in compliance with all applicable laws and regulations

#### Ghostwritten Materials

Oceanview prohibits the use of misleading marketing materials in the course of marketing and selling Oceanview’s products. One example of a prohibited marketing practice is the use of ghostwritten books, articles or other materials. A book or article is considered “ghostwritten” if an producer represents himself or herself to be the author but has not actually substantively contributed to the writing of the material. The use of any media that misrepresents the true authorship is prohibited.

#### Pretext Selling

A concern identified by many regulators is the failure of insurance producers to clearly identify themselves as such and to deliberately camouflage the ultimate reason for contacting a prospective consumer. Broadly speaking, pretext selling can be described as a sales/marketing practice by an insurance producer through which:

The true purpose of a financial education class, seminar, workshop, meeting or appointment is disguised through the use of subject matter other than the potential sale of insurance products, particularly in marketing materials such as lead cards and seminar invitations; and/or, the true identity of the producer as a person engaged in the sale of annuities is not disclosed, and some alternative description is used that could mislead a consumer into believing that an producer is an “advisor,” “consultant,” “planner,” “senior specialist,” or similar term unrelated to insurance sales.

Types of subject matter often involved in pretext selling include:

- Living trusts
- Tax preparation
- How to avoid probate
- How to reduce taxes on Social Security benefits

- How to maximize Social Security benefits
- Medicaid planning
- Roth conversions
- Financial education classes, workshops, or seminars

#### Rebating

Rebating is prohibited or severely limited in nearly all states. It is the responsibility of the producer to understand and comply with each state's rebating laws and regulations. However, Oceanview does not permit rebating. Producers may not give a prospect or consumer anything of value which may be considered an inducement.

A rebate involves the return of value of any kind to the consumer in connection with the purchase of insurance. Nothing outside the insurance product contract may be introduced provided to a prospect or a consumer as an inducement to purchase an insurance product.

Transactions that may be considered a rebate include, but are not limited to:

- Any gift to induce a purchase.
- Payment of all or a portion of commissions earned.
- Payment by the producer or agency of any premium.
- Refunds of premiums.

#### Veterans Administration Benefit Programs

Oceanview prohibits producers from engaging in marketing or sales practices that promote qualifications for Veterans Administration (VA) benefits. The use of any marketing materials which promote VA benefits in conjunction with the sale of Oceanview products is prohibited.

#### Affiliation with Government Agencies

Producers may not represent themselves, either explicitly or implicitly, as representing, or being connected with, or being endorsed by, any governmental program or agency.

## Suitability

All recommendations for the purchase or exchange of an insurance product should be suitable for the consumer. Prior to making a recommendation, you should make a reasonable effort to obtain relevant information from the consumer regarding his or her insurance needs and financial objectives. In addition to the information below, Oceanview has created the Suitability Guidelines for Producers which is available on the Agent Portal.

#### Role of the Producer

Producers must do the following:

- Obtain information on the consumer's personal situation, such as age, employment and tax status.
- Gather information on current finances including income, net worth and expenses.
- Determine the consumer's financial goals and future needs.

- Understand the consumer's investment and insurance orientation and risk tolerance.
- Understand the source of funds (CD, another insurance product, investments, etc.) for purchasing the insurance product.

If a consumer refuses to provide information requested on the Oceanview Suitability Form, discuss with them why Oceanview is requesting this information. It is important for Oceanview to get complete and accurate information and obtain appropriate documentation to support the recommended purchase.

Producers should review the types of insurance products available and:

- Carefully choose the appropriate product(s) and the appropriate premium(s) to place into any product(s) selected.
- Explain to the consumer why each product meets the consumer's objectives.
- Fully explain to the consumer each product's features, benefits, charges, limitations, and other information necessary for the consumer to make an informed decision.
- Ensure all recommendations correspond with Oceanview's suitability standards and the consumer clearly understands each product's features, benefits, charges, limitations and other information associated with the product.
- Complete the Oceanview Fixed Annuity Suitability Questionnaire in its entirety and accurately and have the consumer sign and date the Suitability Form.

#### Documentation

It is the responsibility of the producer to know applicable state laws and regulations regarding record keeping. Even if a state does not have specific requirements, producers must maintain consumer files, which include, but are not limited to:

1. Suitability information provided by the consumer and the basis for the producer's recommendation.
2. A copy of the application, signed point-of-sale disclosures, replacement form (if applicable), other required forms, policy delivery receipt, all marketing materials and any notes, correspondence or complaints.
3. All references to product and product features presented, materials provided to the consumer and signed disclosures.
4. How the product purchase was handled and why the product or products were selected.
5. In the case of a replacement, documentation demonstrating that the new product purchase was in the client's interest, and applicable surrender charges, fees and loss of benefits were taken into consideration.

Producers must retain documentation in permanent consumer files in an organized, easily retrievable manner. Producers should be prepared to provide copies of documentation to Oceanview in a timely manner if requested. If an producer utilizes electronic methods to retain consumer files, the producer is responsible for understanding and complying with all applicable laws and regulations.





Oceanview may request a producer's consumer files for business reasons including, but not limited to, complaint resolution, reviewing an producer's sales practices, investigations, to meet regulatory demands or other regulatory requirements, and in the normal course of business.

#### Sales to Seniors

While producers owe all their consumers the same obligations and duties, the age of the consumer can influence how information presented to a consumer is perceived. In addition, some states have additional requirements when working with seniors. Producers must utilize additional care when working with seniors. It is the responsibility of the producer to understand and comply with applicable laws and regulations with regard to insurance sales to seniors.

# Oceanview Life and Annuity Company

## Harbourview MYGA Series

### Product Training



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# OCEANVIEW LIFE AND ANNUITY COMPANY

## Harbourview Series Multi-Year Guaranteed Annuity (MYGA)

A SINGLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT

Product and feature availability may vary by state.



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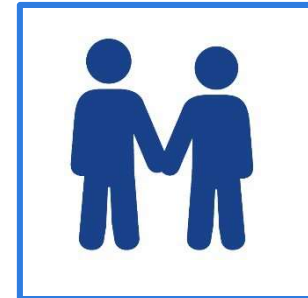
Policy form ICC19 OLA, Rev 12/19  
*Policy form numbers and some policy provisions may vary by state.*

# Agenda

**Why use a  
MYGA?**



**Who's right for a  
MYGA?**



**Contract Features**



# Why use a MYGA?



# Why use a MYGA?



**As a retirement planning tool to provide:**

- Principal Protection
- Guaranteed Interest Rates
- Tax Deferred Earnings
- Flexible Annuitization & Settlement Options
- Death Benefits For Beneficiaries

# Who's right for a MYGA?





# Who's right for a MYGA?



## Individuals/Couples:

- Whose risk tolerance is shifting towards risk avoidance
- Wants protection from market volatility
- Anticipates limited liquidity needs
- Seeking tax advantages
- Considering guaranteed retirement income options

# Who's right for a MYGA?



## Consider these questions:

- What is your client's current financial circumstances?
- What are the primary financial objectives?
- What is your client's time horizon?
- Is your client replacing a life insurance or annuity product?
- Will the Oceanview Harbourview MYGA Series complement their goals?

# Contract Features



# Contract Features



## Multi- Year Guaranteed Annuity (MYGA)

- Issue Ages:  
0 through age 89 (+364 days)
- Minimum Premium Amount:  
\$20,000

# Contract Features



## Contract types permitted

- Non-qualified contracts
- Qualified Contracts (IRAs and Roth IRAs), with monies coming from:
  - IRA
  - 401(k)
  - Pension accounts
  - Certain deferred comp plans under section 457

# Contract Features



## Funding the Annuity

- Contract issue date will be the day all funds are received
- Single Premium only, no subsequent premiums will be accepted

# Contract Features



## Interest Crediting

- During accumulation phase – Interest is credited daily, at the effective annual rate.
- Interest rates quoted are effective annual interest rates.
- Because of compounding, any withdrawals made will reduce the actual interest rate realized at the end of the contract year.



# Contract Features



## Partial Surrenders (Withdrawals)

- Free withdrawals on or after first contract year up to or equal to a maximum of 10% of the contract value as of the prior anniversary (not cumulative)
- Minimum Withdrawal amount = \$250
- Additionally, Surrender charges can be avoided by:
  - Holding the contract until the end of the guarantee period
  - Not taking more than the free withdrawal amount during any given contract year
  - Annuitizing the contract through one of the standard annuity options offered on this product.

# Contract Features



## Withdrawals

- Withdrawals in excess of the 10% Free Withdrawal during the surrender penalty period are assessed a surrender charge as stated in the annuity contract, vary by jurisdiction and the guaranteed interest rate period selected.
- All withdrawals, **including RMDs**, are subject to Surrender Charges during the first contract year. Clients should take final RMD as needed from existing contracts BEFORE transferring funds to Oceanview.
- RMDs processed after the first contract year are not subject to withdrawal charges and are considered part of the 10% partial withdrawal for that year.
- If an RMD is in excess of the 10% free withdrawal, it is not subject to an MVA, where applicable.



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# Contract Features



## Market Value Adjustment (not applicable in CA)

### Some Surrenders are subject to Market Value Adjustment (MVA):

- Formula =  $(\text{Amt withdrawn}) * (I - (J + .25\%)) * N / 12$

I = guaranteed interest rate at issue

J = current guaranteed interest rate for new issues with same guarantee period

N = Number of whole months remaining to end of surrender charge period



MVA Rider ICC19 OLA MVA. Calculations & Policy Form Numbers may vary by state.

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# Contract Features



## Market Value Adjustment (not applicable in CA)

### MVA Example:

- Formula =  $(\$5000) * (3\% - (3.5\% + .25\%)) * 37 / 12$

I = guaranteed interest rate at issue: **3%**

J = current guaranteed interest rate for new issues with same guarantee period: **3.5%**

N = Number of whole months remaining to end of surrender charge period: **37**

$$\text{MVA} = \$-115.63$$

MVA Rider ICC19 OLAMVA. Calculations & Policy Form Numbers may vary by state.

# Contract Features



## Contract Surrender

- Clients may fully surrender the annuity at any time during the Accumulation Period
  - Surrender charges and MVA may apply
- Client may also surrender the annuity during the Renewal period, which is the 30-day period before the end of a Guarantee Period
  - Surrender charges and MVA *will not apply during the renewal period.*

# Contract Features



Guaranteed Period	Example Surrender Charge Period*									
	1	2	3	4	5	6	7	8	9	10
2	9.00%	8.00%								
3	9.00%	8.00%	7.00%							
4	9.00%	8.00%	7.00%	6.00%						
5	9.00%	8.00%	7.00%	6.00%	5.00%					
6	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%				
7	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%			
10	9.00%	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%

\* Withdrawals in excess of the Free 10%, may be subject to an MVA. Surrender charge schedules may differ by state.



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# Contract Features



## CALIFORNIA MYGA SURRENDER CHARGE SCHEDULE

Guaranteed Period	Example Surrender Charge Period*									
	1	2	3	4	5	6	7	8	9	10
2	8.00%	8.00%								
3	8.00%	8.00%	7.00%							
4	8.00%	8.00%	7.00%	6.00%						
5	8.00%	8.00%	7.00%	6.00%	5.00%					
6	8.00%	8.00%	7.00%	6.00%	5.00%	4.00%				
7	8.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%			
10	8.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.00%

\* Surrender charge schedules may differ by state.



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# Contract Features



## Contract Maturity

**30 Days Prior to the end of the Contract's Interest Rate Guarantee Period, the Agent and Policyholder will be alerted to the following options:**

- Surrender contract (not subject to surrender charges or MVA).
- If client does not make an election, the Contract renews for the same Guarantee Surrender Charge Period at the declared renewal rate (Guaranteed minimum interest rate is never less than 1.00%).
- Choose to renew Contract Guarantee Period of choice with the declared new money rate with a corresponding new Surrender Charge Period.



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Oceanview Life and Annuity Company d/b/a in California as Oceanview Life and Annuity Insurance Company.



# Contract Features



## Contract Maturity

- Take a partial withdrawal (not subject to surrender charges or MVA), and apply the remaining value to another Guarantee Period.
- 1035 Exchange Full or Partial account value.
- Apply Contract to Settlement/Annuitization Options:
  - Life Only
  - 10 Year Period Certain
  - Joint and Last Survivor

# Contract Features



## Annuitization (Settlement) options

- Life Annuity – Lifetime payments guaranteed
- Life Annuity with 120 Monthly payments guaranteed
- Joint and Survivor Life Annuity – with 120 Monthly payments guaranteed
- Once Annuity payments have begun, no changes can be made

# Contract Features



## Death Benefits

**If annuitant's death occurs after annuity payment begins:**

- Remaining payments, if any, will be made to beneficiary upon proper receipt of Proof of Death
  - See annuity contract for full details

# Contract Features



## Death Benefits

**If owner's death occurs before annuity payment begins:**

- Benefit available as a lump sum or under a settlement option chosen (see contract for details)
- Spousal beneficiary may continue the contract and become the Owner of the Contract

# Summary

## Why use a MYGA?

- Guaranteed principal with guaranteed returns



## Who's right for a MYGA?

- A risk averse investor seeking a guaranteed return and principal



## Contract Features

- Multi-Year guaranteed return and income options



# Main Idea

## For your Client:

Guaranteed principal, a competitive yield with the benefits of tax deferral.

## For You:

A new and innovative choice in the MYGA marketplace.



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# Additional Information

The Harbourview MYGA is issued by Oceanview Life And Annuity Company 410 N. 44th Street, Suite 210 Phoenix, AZ 85008. Product is not available in all states, and policy form numbers and policy provisions may vary by jurisdiction.

These materials are for informational and educational purposes and are not designed, nor intended, to be applicable to any person's individual circumstances. It should not be considered as investment advice, nor does it constitute a recommendation that anyone engage in (or refrain from) a particular course of action.

All annuity guarantees are backed by the financial strength and claims-paying ability of Oceanview Life And Annuity Company and affiliated companies.

Annuity distributions are subject to ordinary income taxes, and if taken before age 59-1/2, there may be an additional 10% federal penalty, as required by law.

We deduct Premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Since we pay Premium Taxes when they are required by applicable law, they may be deducted from the Contract Value when we pay the taxes, upon Surrender or on the Annuity Commencement Date. The Premium tax rate varies by jurisdiction and currently ranges from 0-3.5%.

For transfers and 1035 Exchanges, rate lock will be extended 60 days upon receipt of application. Issue age for all deferred annuities is the age of the last birthday of the Owner. If joint owners, age of oldest determines commission payout.

Purchasing an annuity within a retirement plan that provides tax deferral under sections of the Internal Revenue Code results in no additional tax benefit. An annuity should be used to fund a qualified plan based upon the annuity's features other than tax deferral. All annuity features, risks, limitations, and costs should be considered prior to purchasing an annuity within a tax-qualified retirement plan.

Not FDIC, NCUA/NCUSIF or Federally insured / May lose value / No bank/credit union guarantee / Not a deposit



*Policy form ICC19 OLA SPDA, MVA ICC19 OLA MVA*



# Next Steps



1. For appointment, please contact your marketing organization for further details.
2. Identify 10 Clients/Prospects with maturing CD's, cash on the side lines, year-end bonuses, 1035 exchanges that the **Harbourview Series Multi-Year Guaranteed Annuity (MYGA)** would be right for.



A photograph of a sailboat with white sails on a vibrant turquoise ocean. The sky is a deep blue with scattered white clouds. The water in the foreground is shallow and foamy, suggesting a beach. The text "Thank you!" is overlaid in a large, dark blue font.

**Thank you!**

# Oceanview Life and Annuity Company **Sky Harbourview MYGA Series** Product Training



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# OCEANVIEW LIFE AND ANNUITY COMPANY

## Sky Harbourview Series Multi-Year Guaranteed Annuity (MYGA)

A SINGLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT

Product and feature availability may vary by state.



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Policy form ICC19 OLA SPDA-3, 5, 7, 10.  
Rev. 05-21. Policy form numbers and some  
policy provisions may vary by state.

# Agend

**Why use a  
MYGA?**



**Who's right for a  
MYGA?**



**Contract Features**



# Why use a MYGA?



# Why use a MYGA?



**As a retirement planning tool to provide:**

- Principal Protection
- Guaranteed Interest Rates
- Tax Deferred Earnings
- Flexible Annuitization & Settlement Options
- Death Benefits For Beneficiaries



# Who's right for a MYGA?



# Who's right for a MYGA?



## Individuals/Couples:

- Whose risk tolerance is shifting towards risk avoidance
- Wants protection from market volatility
- Anticipates limited liquidity needs
- Seeking tax advantages
- Considering guaranteed retirement income options



# Who's right for a MYGA?



## Consider these questions:

- What is your client's current financial circumstances?
- What are the primary financial objectives?
- What is your client's time horizon?
- Is your client replacing a life insurance or annuity product?
- Will the Oceanview Sky Harbourview MYGA Series complement their goals?

# Contract Features



# Contract Features



## Multi- Year Guaranteed Annuity (MYGA)

- Issue Ages:  
0 through age 89 (+364 days)
- Minimum Premium Amount:  
\$20,000

# Contract Features



## Contract types permitted

- Non-qualified contracts
- Qualified Contracts (IRAs and Roth IRAs) with monies coming from:
  - IRA
  - 401(k)
  - Pension accounts
  - Certain deferred comp plans under section 457

# Contract Features



## Funding the Annuity

- Contract issue date will be the day all funds are received
- Single Premium only, no subsequent premiums will be accepted

# Contract Features



## Interest Crediting

- During accumulation phase – Interest is credited daily, at the effective annual rate.
- Interest rates quoted are effective annual interest rates.
- Because of compounding, any withdrawals made will reduce the actual interest rate realized at the end of the contract year.

# Contract Features



## Partial Surrenders (Withdrawals)

- Free withdrawals on or after first contract year up to or equal to a maximum of 10% of the contract value as of the prior anniversary (not cumulative)
- Minimum Withdrawal amount = \$250
- Additionally, Surrender charges can be avoided by:
  - Holding the contract until the end of the guarantee period
  - Not taking more than the free withdrawal amount during any given contract year
  - Annuitizing the contract through one of the standard annuity options offered on this product.

# Contract Features



## Withdrawals

- Withdrawals in excess of the Free Withdrawal during the surrender penalty period are assessed a surrender charge as stated in the annuity contract, vary by jurisdiction and the guaranteed interest rate period selected.
- All withdrawals, **including RMDs**, are subject to Surrender Charges during the first contract year. Clients should take final RMD as needed from existing contracts BEFORE transferring funds to Oceanview.
- Other RMDs on qualified contracts are not subject to withdrawal charges and are considered part of the 10% partial withdrawal for that year.
- If an RMD is in excess of the 10% free withdrawal, it is not subject to an MVA, where applicable.



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Product and feature availability may vary by state and broker/dealer.



# Contract Features



Guaranteed Period	Example Surrender Charge Period*				
	1	2	3	4	5
3	9.00%	8.00%	7.00%		
5	9.00%	8.00%	7.00%	6.00%	5.00%

\* Withdrawals in excess of the Free 10%, may be subject to an MVA.  
Surrender charge schedules may differ by state.



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# Contract Features



## CALIFORNIA Sky Harbourview MYGA Surrender Charge Schedule

Guaranteed Period	Example Surrender Charge Period*				
	1	2	3	4	5
3	8.00%	8.00%	7.00%		
5	8.00%	8.00%	7.00%	6.00%	5.00%

\*Surrender charge schedules may differ by state.



For financial professional use only – not for public distribution.  
Product and feature availability may vary by state and broker/dealer.

# Contract Features



## Market Value Adjustment (not applicable in CA)

### Some Surrenders are subject to Market Value Adjustment (MVA):

- Formula =  $(\text{Amt withdrawn}) * (I - (J + .25\%)) * N / 12$

I = guaranteed interest rate at issue

J = current guaranteed interest rate for new issues with same guaranteed period

N = Number of whole months remaining to end of surrender charge

# Contract Features



## Market Value Adjustment (not applicable in CA)

### MVA Example:

- Formula =  $(\$5000) * (3\% - (3.5\% + .25\%)) * 37 / 12$

I = guaranteed interest rate at issue: **3%**

J = current guaranteed interest rate for new issues  
with same guaranteed period: **3.5%**

N = Number of whole months remaining to end of  
surrender charge: **37**

$$\text{MVA} = \$-115.63$$

MVA Rider ICC19 OLAMVA. Calculations &  
Policy Form Numbers may vary by state.

# Contract Features



## Contract Surrender

- Clients may fully surrender the annuity at any time during the Accumulation Period
  - Surrender charges and MVA may apply
- Client may also surrender the annuity during the Renewal period, which is the 30-day period before the end of a Guarantee Period
  - Surrender charges and MVA *will not apply*

# Contract Features



## Contract Maturity

**30 Days Prior to the end of the Contract's Interest Rate Guaranteed Period, the Agent and Policyholder will be alerted to the following options:**

- Surrender contract (not subject to surrender charges or MVA).
- If client does not make an election, the Contract renews for the same Guarantee Surrender Charge Period at the declared renewal rate (Guaranteed minimum interest rate is never less than 1.00%).
- Choose to renew Contract Guarantee Period of choice with the declared new money rate with a corresponding new Surrender Charge Period.



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Product and feature availability may vary by state and broker/dealer.

# Contract Features



## Contract Maturity

- Take a partial withdrawal (not subject to surrender charges or MVA), and apply the remaining value to another Guarantee Period.
- 1035 Exchange Full or Partial account value.
- Apply Contract to Settlement/Annuitization Options:
  - Life Only
  - 10 Year Period Certain
  - Joint and Last Survivor

# Contract Features



## Annuitization (Settlement) options

- Life Annuity – Lifetime payments guaranteed
- Life Annuity with 120 Monthly payments guaranteed
- Joint and Survivor Life Annuity – with 120 Monthly payments guaranteed
- Once Annuity payments have begun, no changes can be made



# Contract Features



## Death Benefits

**If annuitant's death occurs after annuity payment begins:**

- Remaining payments, if any, will be made to beneficiary upon proper receipt of Proof of Death
  - See annuity contract for full details

# Contract Features



## Death Benefits

**If owner's death occurs before annuity payment begins:**

- Benefit available as a lump sum or under a settlement option chosen (see contract for details)
- Spousal beneficiary may continue the contract and become the Owner of the Contract

# Contract Features - Riders



# Nursing Home Confinement Rider

- Is effective on Contract Issue Date, and is effective until annuity maturity or termination
- When specific conditions are met, any surrender charge will be waived
- Waiver feature **eligibility** begins one year after contract issue date
- No additional premium is required for rider's coverage
- Must meet all rider criteria, subject to claim processing by Oceanview

# Nursing Home Confinement Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that:**

1. The owner is confined to a Nursing Home for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;
2. The first confinement begins on or after the Issue Date;
3. In most cases, the request of confinement is received by us at our Annuity Service Office either while the owner is confined or within 90 days after such confinement. (there are some exceptions, see the Rider document for additional specifications;

# Nursing Home Confinement Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that (continued):**

4. Confinement in a Nursing Home is prescribed by a Qualified Physician and is Medically Necessary; and
5. The client has been the Owner continuously since the Issue Date, or is a spousal Beneficiary who continues the Contract.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

# Terminal Condition Rider

## Similar to the Nursing Home Confinement Rider:

- Is effective on Contract Issue Date, and is effective until annuity maturity or termination
- When specific conditions are met, any surrender charge will be waived
- Waiver feature **eligibility** begins one year after contract issue date
- No additional premium is required for rider's coverage
- In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

# Terminal Condition Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that:**

1. The owner is terminally ill or injured in such a way that they are not expected to live more than 12 months;
2. A Qualified Physician certifies to their illness or injury and life expectancy;
3. The owner had not been diagnosed with the terminal condition as of the Issue Date; and
4. The owner has been the Owner continuously since the Issue Date or they are a spousal Beneficiary who continued the Contract under the Settlement Options section in the Contract.





# Summary

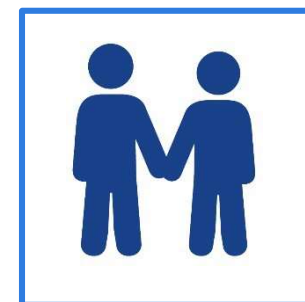
## Why use a MYGA?

- Guaranteed principal with guaranteed returns



## Who's right for a MYGA?

- A risk averse investor seeking a guaranteed return and principal



## Contract Features

- Multi-Year guaranteed return and income options



# Main Idea

## For your Client:

Guaranteed principal, a competitive yield with the benefits of tax deferral.

## For You:

A new and innovative choice in the MYGA marketplace.



# Additional Information

The Sky Harbourview MYGA is issued by Oceanview Life And Annuity Company 410 N. 44th Street, Suite 210 Phoenix, AZ 85008. Product is not available in all states, and policy form numbers and policy provisions may vary by jurisdiction.

These materials are for informational and educational purposes and are not designed, nor intended, to be applicable to any person's individual circumstances. It should not be considered as investment advice, nor does it constitute a recommendation that anyone engage in (or refrain from) a particular course of action.

All annuity guarantees are backed by the financial strength and claims-paying ability of Oceanview Life And Annuity Company. Oceanview Life and Annuity Company doing business as Oceanview Life and Annuity Insurance Company in California.

Annuity distributions are subject to ordinary income taxes, and if taken before age 59-1/2, there may be an additional 10% federal penalty, as required by law.

We deduct Premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Since we pay Premium Taxes when they are required by applicable law, they may be deducted from the Contract Value when we pay the taxes, upon Surrender or on the Annuity Commencement Date. The Premium tax rate varies by jurisdiction and currently ranges from 0-3.5%.

For transfers and 1035 Exchanges, rate lock will be extended 60 days upon receipt of application. Issue age for all deferred annuities is the age of the last birthday of the Owner. If joint owners, age of oldest determines commission payout.

Purchasing an annuity within a retirement plan that provides tax deferral under sections of the Internal Revenue Code results in no additional tax benefit. An annuity should be used to fund a qualified plan based upon the annuity's features other than tax deferral. All annuity features, risks, limitations, and costs should be considered prior to purchasing an annuity within a tax-qualified retirement plan.

Not FDIC, NCUA/NCUSIF or Federally insured / May lose value / No bank/credit union guarantee / Not a deposit



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Product and feature availability may vary by state and broker/dealer.

*Policy form ICC19 OLA SPDA, MVA ICC19 OLA MVA*

# Next Steps



1. For appointment, please contact your marketing organization for further details.
2. Identify 10 Clients/Prospects with maturing CD's, cash on the side lines, year-end bonuses, 1035 exchanges that the **Sky Harbourview Series Multi-Year Guaranteed Annuity (MYGA)** would be right for.





# Thank you!



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# Oceanview Life and Annuity Company

## **Fixed Indexed Annuity**

### Product Training



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# OCEANVIEW LIFE AND ANNUITY COMPANY

## Fixed Indexed Annuities

### A SINGLE PREMIUM DEFERRED FIXED ANNUITY CONTRACT

This course is intended for producers authorized to do business with Oceanview Life and Annuity Company (Oceanview) or its subsidiary. The material contained herein has not been approved for use with the general public and may not be reproduced. This course is intended to give an overview of Oceanview's Fixed Indexed Annuity (FIA) product, and is current as of October 2020.



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Policy form ICC19 OLA FIA.  
Rev. 10/2020. Policy form numbers and some  
policy provisions may vary by state.

# Agenda

- General Information on indexed annuities
- Oceanview's FIA Product Details
- Identifying the Right Clients for this Product
- Important Disclosures



# What is a fixed indexed annuity?

An indexed annuity:

- Is a fixed annuity, can be sold by 'insurance only' producers
- Earns interest linked to an external market reference, such as an equity index.
- Has risk characteristics of both fixed and variable annuities. In general:
  - Greater risk and potential return than with traditional fixed annuities,
  - Lower risk and potential return than variable annuities.



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# What is a fixed indexed annuity...?

- Offers minimum guarantees, preventing the annuity owner from losing principal in weak market conditions.
- Credits earnings based on the movement of the insurer's chosen crediting strategies,
- Importantly, contract owner's funds are not actually invested in the index, but rather earn prescribed interest based on a portion of the performance of the index, in some cases with a cap establishing the maximum annual credited interest rate.

# What is a market index?

- May be referred to as an equity, market or external index.
- Tracks the performance of a specific group of investments – often a specific segment of securities markets.
- For instance, an S&P 500 Composite Stock Price Index is a weighted index of 500 of the largest U.S. publicly traded companies.
- The S&P 500's performance is based on the stock prices of these companies and does not include dividends.



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# What a fixed indexed annuity is not

- Not a security or stock market investment
- Not direct investment participation in the index
- No ownership of any shares of stock or equity
- Is not guaranteed to perform in the future according to past performance of the index

# Product Features



# Product Features



- Single premium contract, no subsequent premiums will be accepted
- Contract issue date will be the day the funds are received
- Market-based performance strategies available, with principal protection
- Fixed interest strategy option available

# Product Features



**Retirement Focus**

**Asset Accumulation and  
preservation**

**Issue Ages**

**0-89 (age last birthday);**

**Premium Payment Ranges**

**\$20,000 - \$1,000,000**

# Product Features – Crediting Strategies



- S&P 500 Annual Point to Point with Cap Rate
- S&P 500 Annual Point to Point with Participation Rate
- S&P 500 2 Year Point to Point with Participation Rate
- S&P 500 Monthly Average Annual Point to Point with Cap Rate



# Product Features – Crediting Strategies



- Credit Suisse Retiree Balanced Index:
  - Annual Point to Point with Participation Rate
  - 2 Year Point to Point with Participation Rate
- Fixed Interest Strategy

# Product Features – Crediting Strategies



- The initial crediting strategy must be selected at the time of application
- Clients may request to reallocate between the strategies effective on the next Contract Anniversary.
- All requests must be received prior to the contract anniversary
- Interest is credited to the contract at the end of the currently selected strategy period, except for the Fixed Interest Strategy which is credited daily.
- Requests for reallocation may only be applied at the end of the previously chosen Index Strategy Period.

# Product Features – Crediting Strategies



**An example: Contract issued January 10, 2021:**

- Client elects Annual Point to Point with Cap Rate crediting strategy at time of issuance.

**On January 10, 2022 (contract's first anniversary):**

- No reallocation of crediting strategy was requested.
- Any interest earned is credited and crediting strategy 'renews' as an Annual Point to Point with Cap Rate for another contract year.

**On January 3, 2023, seven days prior to contract's second anniversary, client requests a reallocation to the S&P 500 2 Year Point to Point with Participation Rate crediting strategy**

**On January 10, 2023 (the second contract anniversary):**

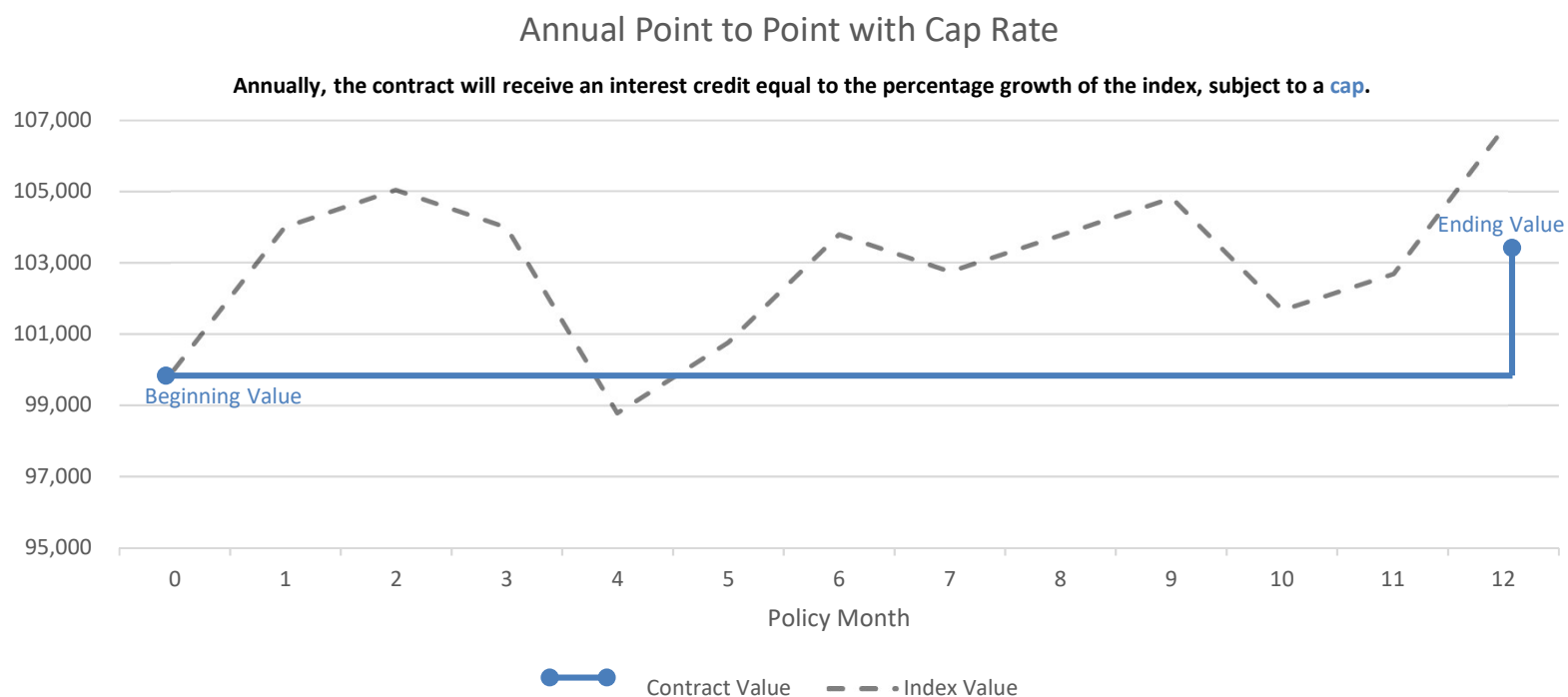
- Any interest earned as a result of the Annual Point to Point with Cap Rate strategy is credited to the contract value.
- The requested reallocation is processed.



# Annual Point to Point with Cap Rate



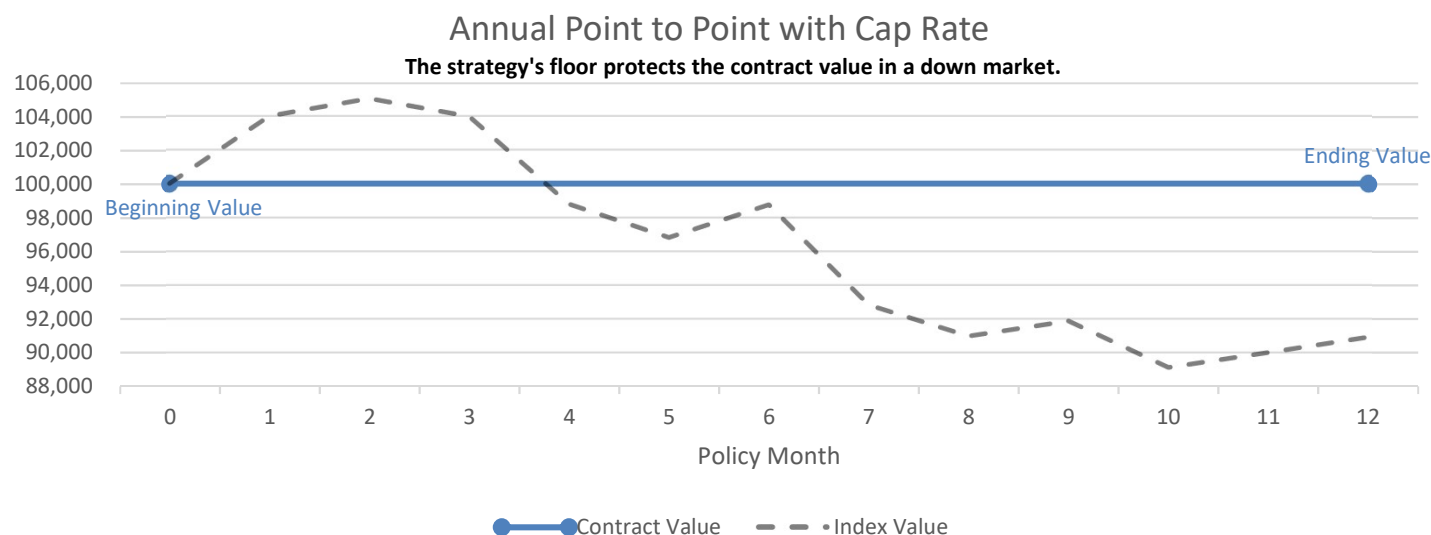
Here is an example of how this crediting strategy works in a positive net growth environment...



# Annual Point to Point with Cap Rate



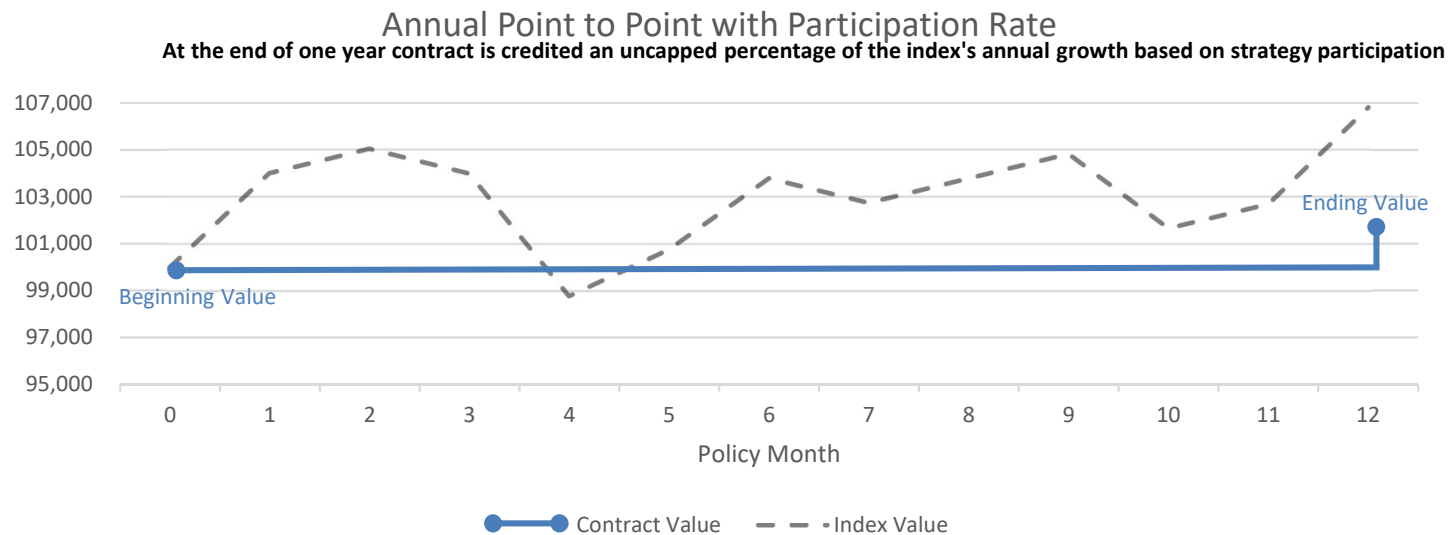
Here is an example of how this crediting strategy works in a negative net environment...



# Annual Point to Point with Participation Rate



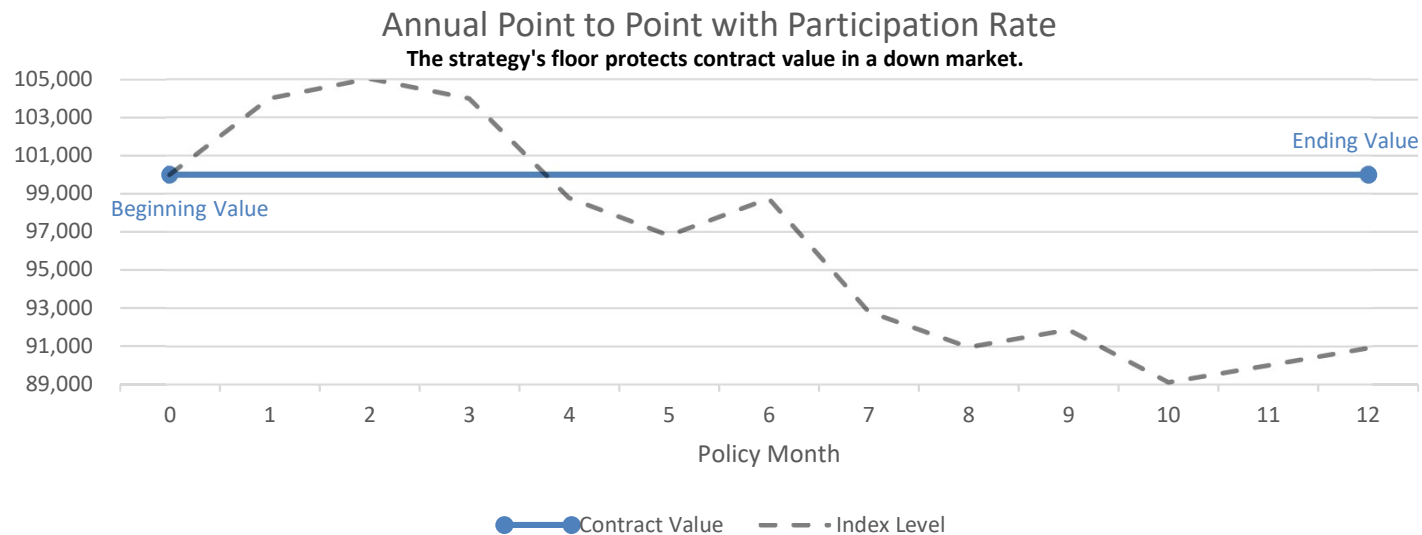
Here is an example of how this crediting strategy works in a positive net growth environment...



# Annual Point to Point with Participation Rate



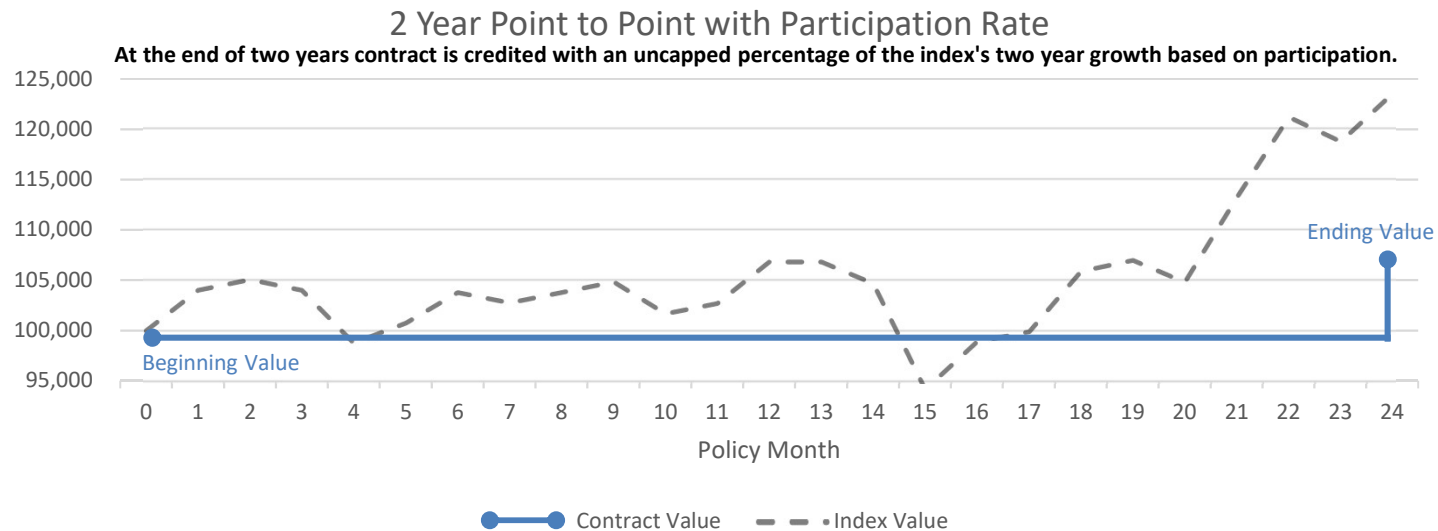
Here is an example of how this crediting strategy works in a negative net environment...



# Two Year Point to Point with Participation Rate



Here is an example of how this crediting strategy works in a positive net growth environment...

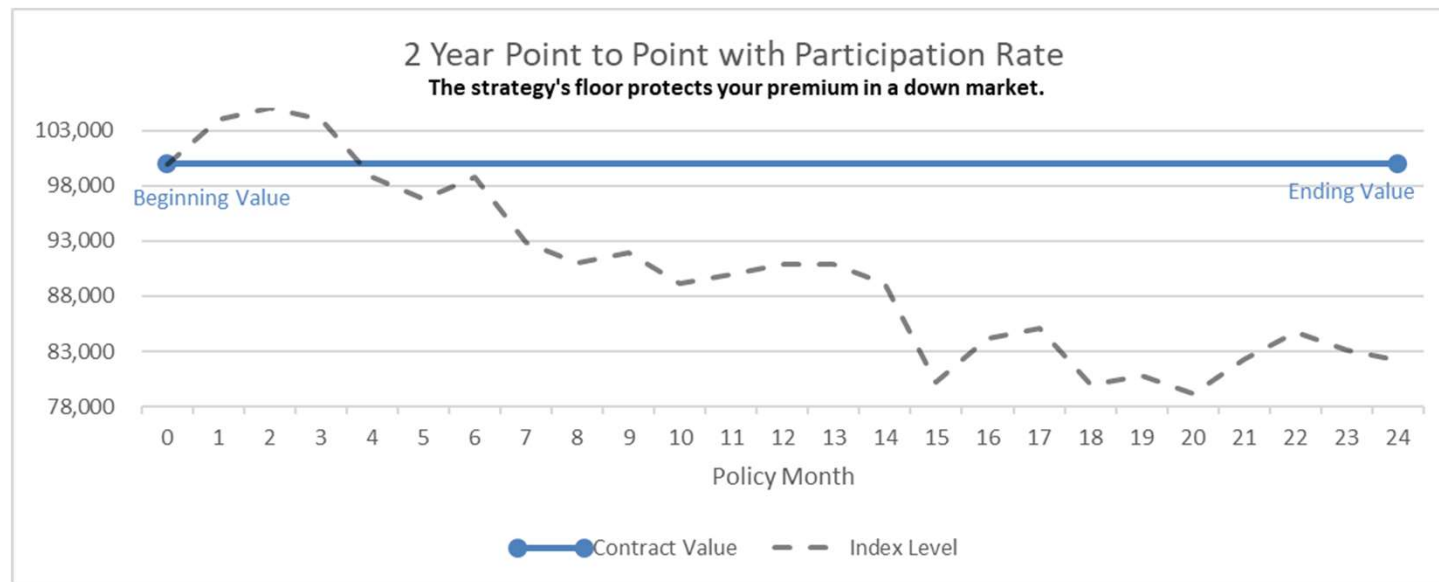




# Two Year Point to Point with Participation Rate



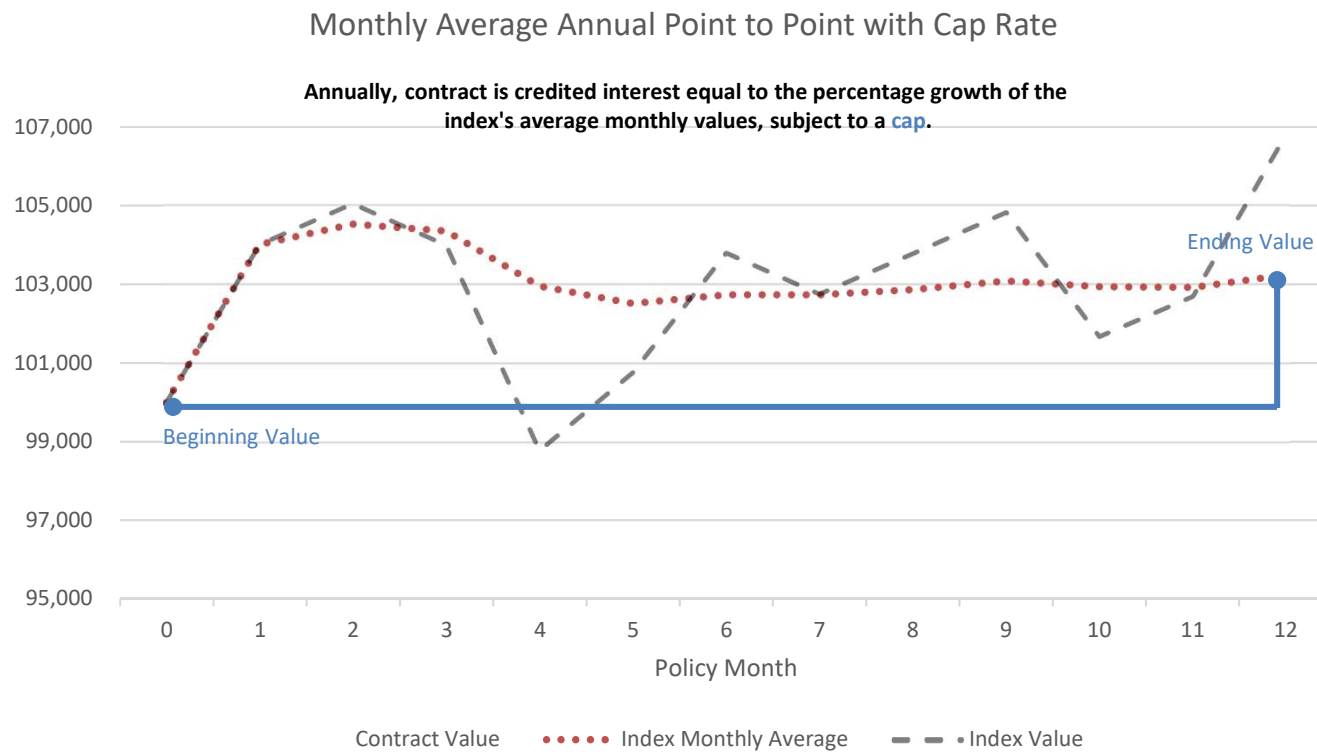
Here is an example of how this crediting strategy works in a negative net environment...



# Monthly Average Annual Point to Point with Cap



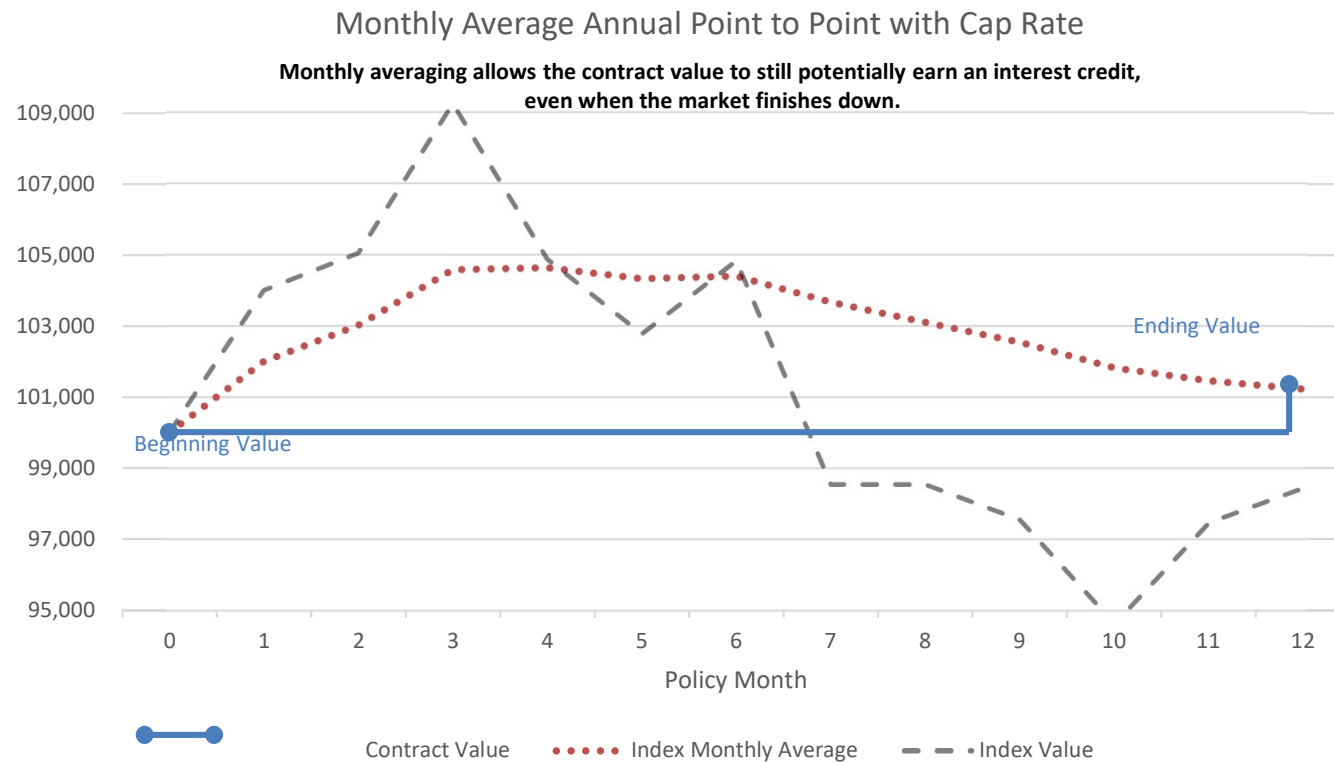
Here is an example of how this crediting strategy works in a positive net growth environment...



# Monthly Average Annual Point to Point with Cap



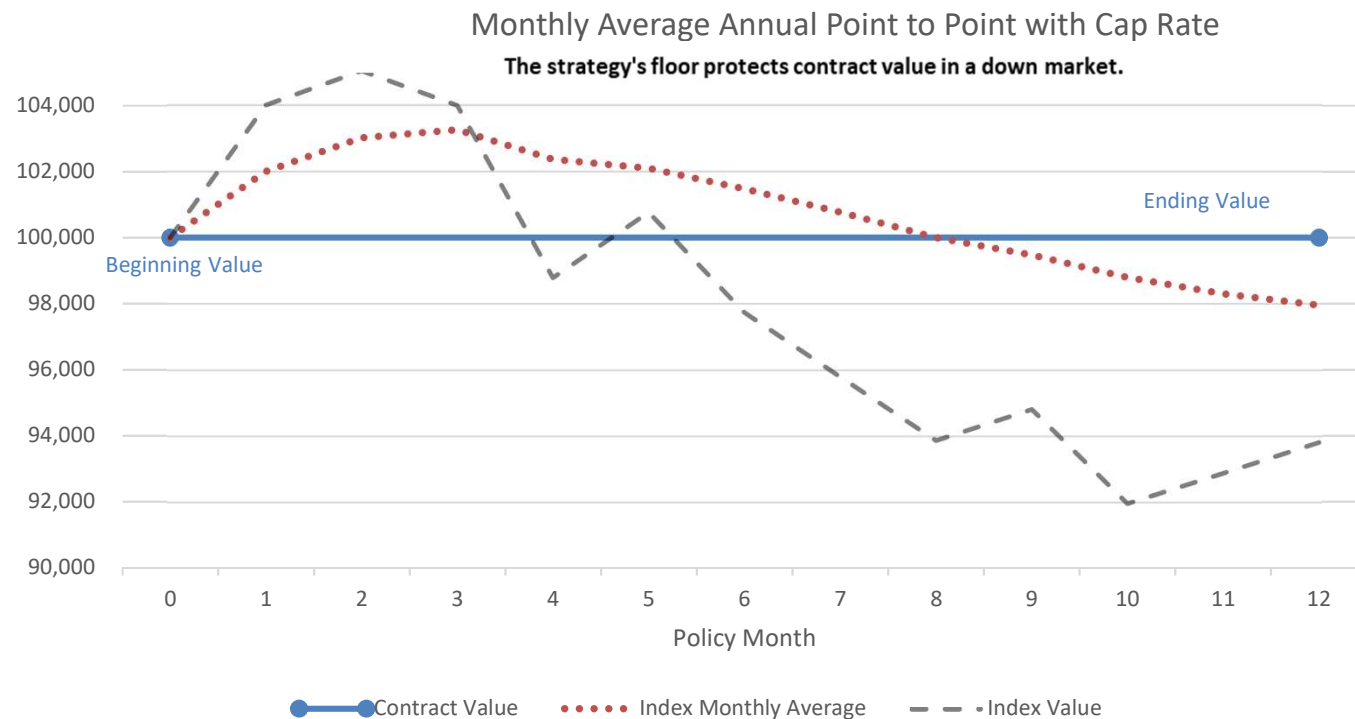
Here is an example of how this crediting strategy works in a volatile environment...



# Monthly Average Annual Point to Point with Cap



Here is an example of how this crediting strategy works in a negative net environment...



# Product Features



## Partial Surrenders (Withdrawals)

- Free withdrawals on or after first contract anniversary up to or equal to a maximum of 10% of the contract value as of the prior anniversary (not cumulative)
- Minimum Withdrawal amount = \$250
- Additionally, Surrender charges can be avoided by:
  - Holding the contract until the end of the surrender charge period
  - Not taking more than the free withdrawal amount during any given contract year
  - Annuitizing the contract through one of the standard annuity options offered on this product.

# Product Features



## Withdrawals

- Withdrawals in excess of the Free Withdrawal are assessed a surrender charge as stated in the annuity contract.
- RMDs on qualified plans are not subject to withdrawal charges but are considered part of the 10% free partial withdrawal for that year.
- If an RMD is in excess of the 10% free withdrawal, it is not subject to an MVA.
- Because of these rules, RMDs for the current calendar year should be taken PRIOR to applying for an Oceanview FIA.



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# Product Features



**Market Value Adjustment (MVA not applicable for contracts issued in CA)**

**Some Surrenders are subject to Market Value Adjustment (MVA):**

- Formula =  $(\text{Amt withdrawn}) * (I - J) * N / 12$
- I = External index rate as of the contract issue date

J = Value of the External Index Rate as of the date of withdrawal, surrender or application to a Settlement Option

N = Number of whole months remaining to end of the surrender charge

MVA Rider ICC19 OLA MVA. Calculations & Policy Form Numbers may vary by state.

# Product Features



## Market Value Adjustment

### MVA Example:

- Formula =  $(\$5000) * (3\% - 3.5\%) * 37 / 12$

I = External index rate as of the contract issue date  
guaranteed interest rate at issue: **3%**

J = Value of the External Index Rate as of the date of withdrawal,  
surrender or application to a Settlement Option: **3.5%**

N = Number of whole months remaining to end of surrender  
charge: **37**

$$\text{MVA} = \$-77.08$$

MVA Rider ICC19 OLAMVA. Calculations &  
Policy Form Numbers may vary by state.



# Nursing Home Confinement Rider

- Is effective on Contract Issue Date, and is effective until annuity maturity or termination
- When specific conditions are met, any surrender charge will be waived
- Waiver feature **eligibility** begins one year after contract issue date
- No additional premium is required for rider's coverage
- Must meet all rider criteria, subject to claim processing by Oceanview

# Nursing Home Confinement Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that:**

1. The owner is confined to a Nursing Home for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;
2. The first confinement begins on or after the Issue Date;
3. In most cases, the request of confinement is received by us at our Annuity Service Office either while the owner is confined or within 90 days after such confinement. (there are some exceptions, see the Rider document for additional specifications;

# Nursing Home Confinement Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that (continued):**

4. Confinement in a Nursing Home is prescribed by a Qualified Physician and is Medically Necessary; and
5. The client has been the Owner continuously since the Issue Date, or is a spousal Beneficiary who continues the Contract.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

# Terminal Condition Rider

## Similar to the Nursing Home Confinement Rider:

- Is effective on Contract Issue Date, and is effective until annuity maturity or termination
- When specific conditions are met, any surrender charge will be waived
- Waiver feature **eligibility** begins one year after contract issue date
- No additional premium is required for rider's coverage
- In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

# Terminal Condition Rider

**Surrender Charge will be waived with a withdrawal request and proof satisfactory to us provided that:**

1. The owner is terminally ill or injured in such a way that they are not expected to live more than 12 months;
2. A Qualified Physician certifies to their illness or injury and life expectancy;
3. The owner had not been diagnosed with the terminal condition as of the Issue Date; and
4. The owner has been the Owner continuously since the Issue Date or they are a spousal Beneficiary who continued the Contract under the Settlement Options section in the Contract.



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Sky Harbourview Supplemental Training REV 04/21

# Product Features



Surrender Charge Period	Surrender Charge Imposed*									
	1	2	3	4	5	6	7	8	9	10
3	9.00%	8.00%	7.00%							
5	9.00%	8.00%	7.00%	6.00%	5.00%					
7	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%			
10	9.00%	9.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%

\* Withdrawals in excess of the Free 10%, may be subject to an MVA



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# CALIFORNIA Product Features



Surrender Charge Period	Surrender Charge Imposed									
	1	2	3	4	5	6	7	8	9	10
3	8.00%	7.00%	6.00%							
5	8.00%	7.00%	6.00%	5.00%	4.00%					
7	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%			
10	8.00%	8.00%	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.00%

# Product Features



## Contract Maturity

- Take a partial withdrawal (not subject to surrender charges or MVA), and apply the remaining value to another Guarantee Period.
- 1035 Exchange Full or Partial account value.
- Apply Contract to Settlement/Annuitization Options:
  - Life Only
  - 10 Year Period Certain
  - Joint and Last Survivor



# Product Features



## Annuitization (Settlement) options

- Life Annuity – Lifetime payments guaranteed
- Life Annuity with 120 Monthly payments guaranteed
- Joint and Survivor Life Annuity – with 120 Monthly payments guaranteed
- Once Annuity payments have begun, no changes can be made

# Product Features



## Death Benefits

**If annuitant's death occurs after annuity payment begins:**

- Remaining payments, if any, will be made to beneficiary upon proper receipt of Proof of Death
  - See annuity contract for full details

# Product Features



## Death Benefits

**If owner's death occurs before annuity payment begins:**

- Benefit available as a lump sum or under a settlement option chosen (see contract for details)
  - Must be paid out within five years of the date of owner's death
- Spousal beneficiary may continue the contract and become the Owner of the Contract

# Who's right for a FIA?



# Why use a FIA?



**As a retirement planning tool to provide:**

- Principal Protection
- Multiple Crediting Strategies Available
- Tax Deferred Earnings
- Flexible Annuitization & Settlement Options
- Death Benefits For Beneficiaries

# Who's right for a FIA?



## Individuals/Couples:

- Whose risk tolerance is shifting towards risk avoidance
- Wants protection from market volatility
- Anticipates limited liquidity needs
- Seeking favorable tax treatment
- Considering guaranteed retirement income options

# Who's right for a FIA?



## Consider these questions:

- What is your client's current financial circumstances?
- What are the primary financial objectives?
- What is your client's times horizon?
- Is your client replacing a life insurance or annuity product?
- Will the Oceanview Harbourview FIA Series complement their goals?

# Next Steps



- ✓ For more information about the Harbourview FIA series, please refer to client brochures and 'Agent Use Only' materials.
- ✓ Completion of this presentation satisfies your product specific training.
- ✓ Your state may require additional training to sell our products. This training does NOT satisfy those requirements.
- ✓ For appointment, please contact your marketing organization for further details.



# Additional Information

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ANNUITIES ARE PRODUCTS OF THE INSURANCE INDUSTRY AND NOT GUARANTEED BY ANY BANK NOR INSURED BY FDIC OR NCUA/NCUSIF. MAY LOSE VALUE. NO BANK/CREDIT UNION GUARANTEE. NOT A DEPOSIT. NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY. MAY ONLY BE OFFERED BY A LICENSED INSURANCE AGENT.



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# Additional Information

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