



Oceanview Life and Annuity Company  
 Oceanview Life and Annuity Insurance Company  
 PO Box 830 Grimes, IA 50111-0830  
 Tel 888.295.3815 • Fax 888.417.3702 • www.oceanviewlife.com

**INDIVIDUAL SINGLE PREMIUM ANNUITY APPLICATION**

|   |  |
|---|--|
| <b>1. OWNER</b>   |  |
| <input type="checkbox"/> Trust <input type="checkbox"/> Other Non-Natural <input type="checkbox"/> Inherited <input type="checkbox"/> UTMA/UMGA | <input type="checkbox"/> Male <input type="checkbox"/> Female  |
| Name (First, MI, Last)  | SSN/Taxpayer ID  |
| Address Street  | Birthdate (MM/DD/YYYY)   |
| City, State Zip   | Telephone  |
| Email Address   | US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If "no," complete Non-US Citizen Form |
| <b>2. JOINT OWNER (if applicable)</b>   |  |
| Name  | <input type="checkbox"/> Male <input type="checkbox"/> Female  |
|   | SSN/Taxpayer ID  |
| Address Street  | Birthdate (MM/DD/YYYY)   |
| City, State Zip   | Telephone  |
| Email Address   | US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If "no," complete Non-US Citizen Form |
| <b>3. ANNUITANT (complete only if different from Owner)</b>   |  |
| Name  | <input type="checkbox"/> Male <input type="checkbox"/> Female  |
|   | SSN/Taxpayer ID  |
| Address Street  | Birthdate (MM/DD/YYYY)   |
| City, State Zip   | Telephone  |
| Email Address   | US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If "no," complete Non-US Citizen Form |
| <b>4. JOINT ANNUITANT (if applicable)</b>   |  |
| Name  | <input type="checkbox"/> Male <input type="checkbox"/> Female  |
|   | SSN/Taxpayer ID  |
| Address Street  | Birthdate (MM/DD/YYYY)   |
| City, State Zip   | Telephone  |
| Email Address   | US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If "no," complete Non-US Citizen Form |

**5. BENEFICIARY DESIGNATION (Percentages must be in whole numbers and total 100% for primary and contingent beneficiaries. Please use the Beneficiary Designations Form if needed.)**

***IN THE EVENT OF JOINT OWNERSHIP, THE SURVIVING OWNER IS THE SOLE PRIMARY BENEFICIARY UNLESS OTHERWISE INDICATED.***

|  |          |            |                |                     |
|--|----------|------------|----------------|---------------------|
| <input type="checkbox"/> <b>Primary</b> (First, MI, Last)                          | <b>%</b> | <b>SSN</b> | <b>Address</b> | <b>Relationship</b> |
|  |          |            |                |                     |
| <input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b> | <b>%</b> | <b>SSN</b> | <b>Address</b> | <b>Relationship</b> |
|  |          |            |                |                     |
| <input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b> | <b>%</b> | <b>SSN</b> | <b>Address</b> | <b>Relationship</b> |
|  |          |            |                |                     |
| <input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b> | <b>%</b> | <b>SSN</b> | <b>Address</b> | <b>Relationship</b> |
|  |          |            |                |                     |

**6. POLICY & PREMIUM DETAILS**

**Product:**

Product Name: \_\_\_\_\_

Surrender Charge Period: \_\_\_\_\_

**Funds Are:**    **Non-Qualified**        **Qualified IRA**        **Qualified Roth IRA**

**Non-Qualified Source of Funds:**

New Money        Amount \$ \_\_\_\_\_

1035 Exchange    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

NQ Transfer        Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

**Qualified Source of Funds:**

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Contribution        Amount \$ \_\_\_\_\_    Year \_\_\_\_\_

|   |                                |                                 |                |
|---|--------------------------------|---------------------------------|----------------|
| <b>7. REPLACEMENT OF OTHER CONTRACTS</b>  |                                |                                 |                |
| Does the Proposed Owner have any existing life insurance or annuity contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No   |                                |                                 |                |
| Will the contract being purchased replace or change an existing life insurance or annuity contract? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                                |                                 |                |
| <b>8. STATEMENTS AND AUTHORIZATIONS</b>   |                                |                                 |                |
| <b>PROPOSED OWNER'S STATEMENT</b>   |                                |                                 |                |
| <p>I have read and understand this Application. I am not currently taking and I am not under the influence of any medications or drugs that would affect my ability to fully understand and to fully and accurately complete this Application. The representations in this Application are true to the best of my knowledge and belief. I agree the annuity contract shall not be in effect until it has been issued by Oceanview Life and Annuity Company ("the Company") and the single premium is paid. I understand that the Producer has no authority to approve this Application, change the annuity contract, or waive any contract provisions. I understand that the annuity contract will not be effective until the date signed in the contract and all eligibility requirements are met.</p> |                                |                                 |                |
| <b>FRAUD NOTICE/WARNING</b>   |                                |                                 |                |
| <p>Any person who knowingly submits a false statement in an Application for insurance may be guilty of a criminal offense and subject to penalties under state law. I have read, understand, and acknowledge the Fraud Notice.</p>  |                                |                                 |                |
| <b>Owner's Signature</b>  | <b>Date</b>                    | <b>Signed at City and State</b> |                |
|   |                                |                                 |                |
| <b>Joint Owner's Signature</b>  | <b>Date</b>                    | <b>Signed at City and State</b> |                |
|   |                                |                                 |                |
| <b>PRODUCER'S STATEMENT</b>   |                                |                                 |                |
| <p>I further certify that any information recorded by me on this Application is true and accurate to the best of my knowledge and belief, and that the Owner seemed to me to be lucid and to fully understand all of the questions on this Application.</p>   |                                |                                 |                |
| <b>Agent Signature</b>  | <b>Agent Printed Name</b>      | <b>Agent NPN/Last 4 of SSN</b>  | <b>Date</b>    |
|   |                                |                                 |                |
| <b>Agent E-Mail</b>   |                                | <b>Agent Phone</b>              |                |
|   |                                |                                 |                |
| <b>Complete the following section for additional agent and indicate split percentages:</b>  |                                |                                 |                |
| <b>Agent Name</b>   | <b>Agent NPN/Last 4 of SSN</b> | <b>Agent E-Mail/Phone</b>       | <b>% Split</b> |
|   |                                |                                 |                |
|   |                                |                                 |                |
|   |                                |                                 |                |





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## Agent Hierarchy Assignment Form

The purpose of this form is to ensure that the case you are submitting is assigned to the correct hierarchy so that commissions are paid accurately and on time. **Incomplete or missing information may delay case processing and commission payments.**

All fields are required unless noted otherwise.

| Agent and Hierarchy (IMO/GA/SGA/BGA) Information   |                       |
|--|-----------------------|
| Writing Agent Full Name:   |                       |
| Oceanview Writing Number <i>(also known as the profile number)</i> :   |                       |
| <b>IMPORTANT:</b> Advisors who are dual contracted should enter only the profile number for the hierarchy associated with this submission. If a profile number has not been assigned, write "Pending." |                       |
| Tax ID / SSN (last 4 digits):  | NPN / License Number: |
| Primary Phone Number: <i>(Optional)</i>  | Email Address:        |
| Agency / Upline Name:  |                       |

| <p>By signing below, I acknowledge the following:</p> <ul style="list-style-type: none"> <li>I have provided complete and accurate information to ensure proper hierarchy assignment.</li> <li>I understand that incomplete or incorrect information may delay case processing, contracting updates, or commission payments.</li> </ul> |      |
|---|------|
| Signature   |      |
| Signature of Writing Agent  | Date |



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## Certificate of Disclosure and Acknowledgement

# Oceanview CapLock Fixed Indexed Annuity

## Single Premium Deferred Annuity

Thank you for your interest in the Oceanview CapLock Fixed Indexed Annuity from Oceanview Life and Annuity Company (the "Company"). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("Contract") for which you are applying. This document is intended to provide you with a summary of the Contract, including benefits and limitations.

## What is the Oceanview CapLock Fixed Indexed Annuity?

The Oceanview CapLock Fixed Indexed Annuity is a Single Premium Indexed Deferred Annuity which is primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed indexed annuity is not a security or any type of investment contract. It is not a stock market investment and does not directly participate in any stock or equity investments. External market indices may not include dividends paid on the underlying stocks, and therefore may not reflect the total return of the underlying stocks. Your Premium is never directly invested in the external index that is part of the Index Strategy or Strategies you select.

## What if I decide I do not want my annuity Contract after it is delivered?

After receipt of the annuity Contract, the Contract may be returned within the free look period for an unconditional refund of the amount paid for the Contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Contract and is at least 20 days.

## How will interest be credited to my Contract?

Your annuity offers multiple interest crediting strategies. Your premium will be allocated to the strategies based on the allocation percentages you select. The following is a high-level overview of different interest crediting strategies available on fixed indexed annuities, some or all of which may be offered with your annuity.

### Fixed Strategy

Premium that is allocated to the Fixed Strategy will be credited with a fixed interest rate that is declared by the Company and guaranteed for each Contract Year<sup>1</sup>. This interest rate can change each Contract Year and is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on your contract's annuity schedule. Interest is compounded daily and is credited based on a fixed interest rate that is declared annually. This strategy is not linked to the movement of an external market index.

**The Company may, at its sole discretion, offer a special introductory rate for its crediting strategies. This introductory rate is for the first Contract Year only. After that point, the rate is subject to change each Contract Year and is likely to be much less than the introductory rate offered at the time the contract is issued.**

### Index Strategies

Premium that is allocated to the Index Strategies will receive interest that is calculated in reference to the upward movement, if any, of an external market index, modified by limitations such as: a Cap Rate, an Annual Spread, or a Participation Rate. You are not purchasing stock or directly investing in the stock market. An external market index is a benchmark or relative measure of performance. By linking to an external market index, you select the measurement by which your interest credit will be calculated. The interest credits for each Index Strategy will be determined in accordance with the terms of the Endorsement for each strategy and are guaranteed to never be less than zero.

Your contract also offers Index Strategies with a guaranteed cap rate provision which are only available at the time of contract issuance. Any funds allocated from a guaranteed cap rate strategy may not be reallocated back into it once removed. The Cap Rate Guarantee applies for the full duration of the Contract's Surrender Charge period. Following the conclusion of the applicable

guarantee period, any remaining funds allocated to this crediting strategy will be subject to a changing Cap Rate which may be lower than the rate guaranteed at issuance but will not be lower than the Minimum Cap Rate detailed on the Schedule Pages.

Please refer to the Strategy Allocation Form for information about the Index Strategies available with your annuity. We may offer other Index Strategies after your Issue Date, which you may then allocate all or part of your Contract Value to on the next Contract Anniversary. If an Index is discontinued or if the Index Strategy is discontinued or if the calculation of an Index is changed substantially, we may substitute a comparable Index subject to approval by the appropriate regulatory agency. We will also notify you and allow you to choose new Allocation Percentages for the next Contract Year. If a strategy is terminated, you may elect to have your funds allocated to one or more of your Contract's strategies. If you make no allocation, all funds may be transferred to another strategy chosen by the Company.

## If the index price declines, will I receive negative interest credits?

No. Regardless of market conditions, the interest credits for any Index Term Period can never be less than zero.

## Can I transfer the value of my Contract among the available strategies?

Yes. You may request to reallocate Account Allocation percentages between the Fixed Rate Strategy and eligible Index Strategies effective on the next Contract Anniversary. A request for reallocation may only be applied to an Index Strategy at the end of the Index Strategy period. Account Allocation percentages must be in whole percentages and must total 100%.

Certain Index Strategies have further allocation restrictions. Please refer to your Contract's Schedule Pages and Endorsements for additional details.

## Do I have access to the value of my Contract before the Annuity Date?

Yes, the Oceanview CapLock Fixed Indexed Annuity provides access to the value of your Contract in several different ways. However, any Contract values accessed during the first seven Contract Years may also be subject to a Surrender Charge and Market Value Adjustment, depending on the surrender charge schedule elected at the time of application. Please note that Withdrawals taken from an Index Strategy during an Index Term Period will not be credited with any potential interest credits for that term.

Withdrawal Charges and Market Value Adjustments will not apply to any Free Withdrawals, required minimum distributions, or death benefit proceeds. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

### Free Withdrawals

After the first Contract Year, you may make multiple withdrawals totaling 10% of the Contract Value on the prior Contract Anniversary without incurring a Surrender Charge. The amount available for Free Withdrawal is not cumulative. Any amount eligible for Free Withdrawal in a Contract Year that is not taken may not be carried over to the next Contract Year nor will it be available to be taken free of the Surrender Charge in a later Contract Year.

### Required Minimum Distribution

If you purchase this annuity with "tax-qualified" money (like an IRA), tax law and IRS rules may require you to take "required minimum distributions" from your Contract each year. Following the first contract anniversary date, any required minimum distributions taken from your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

## What happens on the Contract's Annuity/Maturity Date?

On the Contract's Annuity Date, you will receive the entire value of your Contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation. Under no circumstances will you be assessed a Withdrawal Charge or Market Value Adjustment on or after the Annuity Date. If you do not select a payout option, the payout option will default to the contractually selected option, depending on whether you have a single Annuitant or Joint Annuitants.

## What if I decide to surrender (cancel) my Contract?

If you decide to surrender your Contract, the Company will pay you the Contract's Cash Surrender Value. On the date of surrender, the Cash Surrender Value is equal to the greater of:

1. The Contract Value less any Surrender Charges and Market Value Adjustment, if applicable; or
2. The Minimum Surrender Value.

## What is a Surrender Charge?

A Surrender Charge is the cost you incur if the Contract is surrendered or if any amount withdrawn exceeds the Free Withdrawal amount during the Surrender Charge period. The Surrender Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the Free Withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the charge. Below is an example of the Schedule for a Oceanview CapLock Fixed Annuity. This schedule will vary depending upon the surrender charge you select at the time of application.

## Surrender Charge Schedule

| Surrender Charge Length | Contract Year |    |    |    |    |    |    |
|-------------------------|---------------|----|----|----|----|----|----|
|                         | 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 5                       | 9%            | 8% | 7% | 6% | 5% | 0% | 0% |
| 7                       | 9%            | 8% | 7% | 6% | 5% | 4% | 3% |

In part, Surrender Charges allow the company to invest your money on a long-term basis and generally credit higher yields than possible with a similar annuity of shorter term.

## What is Market Value Adjustment?

Your contract may have a Market Value Adjustment Rider as a policy provision. A Market Value Adjustment (MVA) is an adjustment made to your Contract at the time of a surrender or withdrawal, based on the changes in interest rates since you purchased your annuity.

The MVA may increase or decrease the amount of the Withdrawal or Cash Surrender Value of your Contract depending on the change in interest rates. If interest rates have increased, the MVA will be negative. If interest rates have decreased, the MVA will be positive.

A positive MVA will increase your withdrawal amount or Cash Surrender Value. A negative MVA will decrease your withdrawal amount or Cash Surrender Value. In calculating the MVA applicable to any surrender or a Withdrawal in excess of the Free Withdrawal amount, we will multiply the Withdrawal amount that is subject to the MVA by the applicable Market Value Adjustment Factor. The Market Value Adjustment factor is applied to the Contract Value with the following Market Value Adjustment amount:

Contract Value multiplied by  $(1 - J)$  multiplied by  $N$  divided by 12, where:

$I$  = Value of the External Index Rate as of the Contract Issue Date;  $J$  = Value of the External Index Rate as of the date of withdrawal

$N$  = Number of whole months from surrender to end of Surrender Charge Period.

## How does a Market Value Adjustment affect Contract Values?

An MVA is applied to any portion of a withdrawal or surrender that is subject to a Surrender Charge. The following example illustrates how it works:

Assume the following:

The following Surrender Charge Rate Schedule applies to the product in this example:

| Contract Year | 1  | 2  | 3  | 4  | 5  | 6+ |
|---------------|----|----|----|----|----|----|
| Percentage    | 9% | 8% | 7% | 6% | 5% | 0% |

Contract Value = \$100,000

Free Withdrawal Amount = \$100,000 times 10% = \$10,000 Withdrawal of

\$15,000 is taken at the start of the fourth Contract Year There are 36 months left until the end of the Surrender Charge Period The applicable

Surrender Charge is 6%

Amount of Withdrawal subject to an MVA and Surrender Charge = \$15,000 - \$10,000 = \$5,000 External Index

Rate at Contract Issue Date = 3.50%

Example 1 – MVA is Negative: Interest

Rates have increased

Closing External Index Rate on the day before the Withdrawal = 4.00%

Surrender Charge = \$5,000 \* 6% = \$300

$\$5,000 * (3.50\% - 4.00\%) * 36/12 = -\$75$

Example 2 – MVA is Positive: Interest

Rates have decreased

Closing External Index Rate on the day before the Withdrawal = 2.50% Surrender

Charge = \$5,000 \* 6% = \$300

$\$5,000 * (3.50\% - 2.50\%) * 36/12 = +\$150$

Note: These are sample calculations and all assumptions are purely hypothetical and are not an indication of the annuity's past or future activity.

## Are there any riders that are included in my policy?

Yes, there are two waiver of surrender charge riders that are included on each policy. They allow for money to be withdrawn from your contract surrender charge free during the period prior to the contract's annuity date. The covered events are as follows:

### Nursing Home Confinement

If the contract Owner (or spousal beneficiary in the case of a continuation) is confined to a nursing home for at least 90 consecutive days or for a total of 90 days if there is no more than a 6-month break in the confinement surrender charges will be waived on any withdrawal. Confinement must be prescribed by a qualified physician and medically necessary, and proof must be furnished to the Company during confinement or within 90 days after such confinement.

### Terminal Illness

If the contract Owner (or spousal beneficiary in the case of a continuation) is terminally ill and not expected to live more than 12 months surrender charges will be waived on any withdrawal. Terminal illness must be diagnosed by a qualified physician after the contract's issue date, and proof of terminal illness must be provided to the Company.

## Are there any tax consequences if I take Withdrawals from my annuity?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a Withdrawal from your Contract, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax if you surrender or take Withdrawals from your annuity before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the Contract's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

## What happens if the Owner dies before the Annuity Date and while the Contract is in force?

If the Owner (or Primary Annuitant if the Owner is not a natural person) dies before the date on which annuity payments begin, the Company will pay a Death Benefit to the named Beneficiary or Beneficiaries. That Death Benefit will be the greater of: The Contract Value (without any Surrender Charge or Market Value Adjustment); or The Minimum Surrender Value.

The Death Benefit will not be subject to a Withdrawal Charge or Market Value Adjustment. After the Annuity Date, payments will be consistent with the Settlement Option selected. Taxes may apply.

## What happens if the Annuitant dies on or after annuity payments begin?

If the Annuitant dies on or after the date Annuity Payments begin, We will continue to make payments of any remaining and payable portion of the Annuity Payment(s) to the Beneficiary upon Our receipt of Due Proof of Death.

### Other Important Information about Your Annuity:

- This annuity is not a bank or credit union deposit, obligation or guarantee, and is not FDIC or NCUA/NCUSIF insured.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of the issuing company.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity.
- Oceanview CapLock Fixed Indexed Annuity is subject to state approval. Product features, options and availability may vary by state.
- This is a brief description of your annuity and is meant for informational purposes only. It is not individualized to address any specific investment objective. It is not intended as investment or financial advice. Please refer to your Contract for any other specific information including limitations, exclusions and charges.
- We may deduct Premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Some states collect these taxes on Premium Payments; others collect at annuitization. Since we pay Premium Taxes when they are required by applicable law, we may deduct them from Your Contract when we pay the taxes, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary. The Premium tax rate varies by state or municipality and currently ranges from 0 - 3.5%.
- We do not provide tax, financial or investment advice, or act as a fiduciary in the sale or service of the product. Consult a tax advisor or financial representative about your specific circumstances.

**Oceanview Life and Annuity Company Certificate  
of Disclosure and Acknowledgement  
Oceanview CapLock Fixed Indexed Annuity**

**Crediting Strategy Allocation of Initial Premium (Allocation percentages must be whole numbers and equal 100%)**

**Guaranteed Crediting Strategies:**

Any funds allocated to a guaranteed cap rate strategy are available only at the time of issue, can only be reallocated to a non-guaranteed crediting strategy and may not be reallocated back into any guaranteed cap strategy once removed. The Cap Rate Guarantee applies for the full duration of the Contract's Surrender Charge period. Following the conclusion of the applicable guarantee period, any remaining funds allocated to this crediting strategy will be subject to a changing Cap Rate which may be lower than the rate guaranteed at issuance but will not be lower than the Minimum Cap Rate detailed on the Schedule Pages.

S&P 500 Annual Point-to-Point with Cap Rate Guarantee \_\_\_\_\_

Nasdaq-100<sup>®</sup> Annual Point-to-Point with Cap Rate Guarantee \_\_\_\_\_

Russell-2000<sup>®</sup> Annual Point-to-Point with Cap Rate Guarantee \_\_\_\_\_

**Other Available Crediting Strategies:**

Fixed Rate \_\_\_\_\_

S&P 500 Annual Point-to-Point with Participation Rate S&P \_\_\_\_\_

500 Monthly Average Annual Point-to-Point with Cap S&P \_\_\_\_\_

500 2-Year Point-to-Point with Participation Rate \_\_\_\_\_

S&P 500 Daily Risk Control 5% USD Excess Return Index Annual PTP with PAR \_\_\_\_\_

S&P 500 Daily Risk Control 10% USD Excess Return Index Annual PTP with PAR \_\_\_\_\_

S&P 500 Annual Point-to-Point with Cap \_\_\_\_\_

Nasdaq-100<sup>®</sup> Annual Point-to-Point with Cap \_\_\_\_\_

Russell-2000<sup>®</sup> Annual Point-to-Point with Cap \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**Applicant Acknowledgement**

By signing below, I acknowledge that I have read, or have been read, this disclosure form and understand its contents. I understand that I have applied for a Single Premium Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my insurance producer or other financial professional and believe this annuity will assist me in meeting my current financial needs and objectives.

**Owner/Applicant Name:** \_\_\_\_\_

**Owner(s)/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Joint Owner/Applicant Name:** \_\_\_\_\_

**Joint Owner(s)/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and other required materials with the applicant, including any other disclosures required by my state's annuity suitability regulations. I certify that a copy of this disclosure form; as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or in the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.

**Producer Name (Please print):** \_\_\_\_\_ **Producer Number:** \_\_\_\_\_

**Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The 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 and S&P 500 Monthly Average Annual Point to Point with Cap Rate, S&P 500 Daily Risk Control 5% Excess Return Index Annual Point-to-Point with Participation Percentage, S&P 500 Daily Risk Control 10% Excess Return Index Annual Point-to-Point with Participation Percentage (hereafter Indices or Index) are products of S&P Dow Jones Indices LLC or its affiliates (“SPDJI”) and Third-Party Licensor, and has been licensed for use by Oceanview Life and Annuity Company (hereafter, Licensee). S&P®, S&P 500®, US 500, The 500, iBoxx®, iTraxx® and CDX® are trademarks of S&P Global, Inc. or its affiliates (“S&P”); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”); any Third Party Licensor Trademarks are trademarks of the Third-Party Licensor and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Licensee. It is not possible to invest directly in an index. Licensee’s Products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, “S&P Dow Jones Indices”) or any Third-Party Licensor. Neither S&P Dow Jones Indices nor any Third-Party Licensor make any representation or warranty, express or implied, to the owners of the Licensee’s Products or any member of the public regarding the advisability of investing in securities generally or in Licensee’s Products particularly or the ability of the Indices to track general market performance. Past performance of an index is not an indication or guarantee of future results. S&P Dow Jones Indices’ and any affiliated Third-Party Licensor’s only relationship to Licensee with respect to the Indices is the licensing of the Indices and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices and/or its licensors. The Indices are determined, composed and calculated by S&P Dow Jones Indices or an affiliated Third-Party Licensor without regard to Licensee or the Licensee’s Products. S&P Dow Jones Indices and any affiliated Third-Party Licensor have no obligation to take the needs of the Licensee or the owners of Licensee’s Products into consideration in determining, composing or calculating the Indices. S&P Dow Jones Indices and any affiliated Third-Party Licensor have no obligation or liability in connection with the administration, marketing or trading of the Licensee’s Products. There is no assurance that investment products based on the Indices will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment adviser, commodity trading advisory, commodity pool operator, broker dealer, fiduciary, promoter” (as defined in the Investment Company Act of 1940, as amended), “expert” as enumerated within 15 U.S.C. § 77k(a) or tax advisor. Inclusion of a security, commodity, crypto currency or other asset within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, commodity, crypto currency or other asset, nor is it considered to be investment advice or commodity trading advice.



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## Certificate of Disclosure and Acknowledgement

# Oceanview CapLock Fixed Indexed Annuity

## Single Premium Deferred Annuity

Thank you for your interest in the Oceanview CapLock Fixed Indexed Annuity from Oceanview Life and Annuity Company (the "Company"). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("Contract") for which you are applying. This document is intended to provide you with a summary of the Contract, including benefits and limitations.

## What is the Oceanview CapLock Fixed Indexed Annuity?

The Oceanview CapLock Fixed Indexed Annuity is a Single Premium Indexed Deferred Annuity which is primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed indexed annuity is not a security or any type of investment contract. It is not a stock market investment and does not directly participate in any stock or equity investments. External market indices may not include dividends paid on the underlying stocks, and therefore may not reflect the total return of the underlying stocks. Your Premium is never directly invested in the external index that is part of the Index Strategy or Strategies you select.

## What if I decide I do not want my annuity Contract after it is delivered?

After receipt of the annuity Contract, the Contract may be returned within the free look period for an unconditional refund of the amount paid for the Contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Contract and is at least 20 days.

## How will interest be credited to my Contract?

Your annuity offers multiple interest crediting strategies. Your premium will be allocated to the strategies based on the allocation percentages you select. The following is a high-level overview of different interest crediting strategies available on fixed indexed annuities, some or all of which may be offered with your annuity.

### Fixed Strategy

Premium that is allocated to the Fixed Strategy will be credited with a fixed interest rate that is declared by the Company and guaranteed for each Contract Year<sup>1</sup>. This interest rate can change each Contract Year and is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on your contract's annuity schedule. Interest is compounded daily and is credited based on a fixed interest rate that is declared annually. This strategy is not linked to the movement of an external market index.

**The Company may, at its sole discretion, offer a special introductory rate for its crediting strategies. This introductory rate is for the first Contract Year only. After that point, the rate is subject to change each Contract Year and is likely to be much less than the introductory rate offered at the time the contract is issued.**

### Index Strategies

Premium that is allocated to the Index Strategies will receive interest that is calculated in reference to the upward movement, if any, of an external market index, modified by limitations such as: a Cap Rate, an Annual Spread, or a Participation Rate. You are not purchasing stock or directly investing in the stock market. An external market index is a benchmark or relative measure of performance. By linking to an external market index, you select the measurement by which your interest credit will be calculated. The interest credits for each Index Strategy will be determined in accordance with the terms of the Endorsement for each strategy and are guaranteed to never be less than zero.

Your contract also offers Index Strategies with a guaranteed cap rate provision which are only available at the time of contract issuance. Any funds allocated from a guaranteed cap rate strategy may not be reallocated back into it once removed. The Cap Rate Guarantee applies for the full duration of the Contract's Surrender Charge period. Following the conclusion of the applicable

# Fixed Annuity Suitability Questionnaire

| Contract Information   |   |
|--|---|
| Name of Contract Owner(s) (Provide information on annuitant if contract is owned by a non-natural person.)   |   |
| Owner's Current Age  | Joint Owner's Current Age (if applicable) |
| Name of Product Being Applied For  | Approximate Premium                       |
| 1. Annual Income   |   |
| Gross Household Income of Contract Owner(s)  |   |
| <input type="checkbox"/> \$0 – \$25,000 <input type="checkbox"/> \$25,001 – \$50,000 <input type="checkbox"/> \$50,001 – \$75,000 <input type="checkbox"/> \$75,001 – \$100,000<br><br><input type="checkbox"/> \$100,001 – \$250,000 <input type="checkbox"/> \$250,000 – \$500,000 <input type="checkbox"/> Greater than \$500,000   |   |
| 2. Financial Experience  |   |
| Please Check One   |   |
| <input type="checkbox"/> <b>Limited:</b> The proposed contract owner has made limited financial decisions prior to this application with little experience with financial markets and/or credit transactions.<br><input type="checkbox"/> <b>Moderate:</b> The proposed owner has made previous financial decisions such as a home or automobile loan; credit card use; purchased other annuity contracts or life insurance policies; made a financed purchase; invested in a retirement plan such as a 401(k) or 403(b); purchased or held mutual funds; etc.<br><input type="checkbox"/> <b>Advanced:</b> The proposed owner has made previous financial decisions including stock or bond purchases and or trades; proposed owner has participated in private placement offerings; proposed owner has participated in advanced financial transactions, etc. |   |
| 3. Risk Tolerance for This Contract's Funds  |   |
| Please Check One   |   |
| <input type="checkbox"/> <b>Conservative:</b> Owner has little tolerance for volatility and/or principal loss.<br><input type="checkbox"/> <b>Moderate:</b> Owner has some tolerance for short-term volatility and/or principal loss.<br><input type="checkbox"/> <b>Aggressive:</b> Owner has tolerance for and expectations of volatility and principal loss and/or gain.  |   |

#### 4. Federal Income Tax Bracket

- 0%       10% or 12%       22% or 24%       32%, 35% or 37%

#### 5. Financial Objectives for this Contract

##### Check Most Important Objective(s)

- Income for Today       Income for Life       Guaranteed Interest Rate       Principal Protection
- Tax Benefits       Pass Along to Beneficiaries       Accumulation       Other: \_\_\_\_\_

#### 6. Funding of This Annuity

##### Check All That Apply

- Earnings / Wages       Cash Value from Life Insurance / Annuity       Savings/Checking       Gift       Mutual Fund / Stock / Bond Redemption
- Death Benefit Proceeds       CD       Retirement Fund / Rollover       Reverse Mortgage / Home Equity Loan

#### 7. Initial Surrender Charge Period

- 2 Years       3 Years       4 Years       5 Years       6 Years       7 Years       10 Years       12 Years

#### 8. Financial Time Horizon – Not Including RMD or Free Withdrawal

- Less than 2 Years       2 Years       3 Years       4 Years       5 Years
- 6 Years       7 Years       10 Years       12 Years       More than 12 Years

#### 9. Liquid Net Worth – Including This Annuity

- Under \$50,000       \$50,001–\$100,000       \$100,001–\$250,000       More than \$250,000

#### 10. Percentage of Liquid Net Worth Represented by this Contract

- Less than 10%       10% – 25%       25%–50%       More than 50%

**11. Other than the premium in this annuity, will the annuitant have sufficient funds or other assets available to access, without penalty, for living expenses and in case of emergencies?**

Yes

No

**12. Are any of the following changes anticipated during the surrender charge period of the proposed annuity?**

Yes  No

**If yes, please explain including the expected changes and amount.**

a.  Significant increase  or decrease in living expenses?

If checked, explain: \_\_\_\_\_

b.  Significant increase  or decrease in income?

If checked, explain: \_\_\_\_\_

c.  Significant increase  or decrease in net worth or liquid assets?

If checked, explain: \_\_\_\_\_

**13. Will this transaction trigger any charges or fees to any existing account, annuity or life insurance policy used to fund the proposed contract?**

Yes  No

**\*If yes, please provide amount or percentage of charges or expenses to be incurred:** \_\_\_\_\_

**14. Has the proposed owner replaced or exchanged another life insurance or annuity contract within the past 5 years?**

Yes  No

**\*If yes, please provide additional information:**

\_\_\_\_\_

**The Basis for Recommending this Annuity – Must be completed, include additional documentation if needed**

## Owner's Certification: Statement of Understanding

I attest to this Statement of Understanding. I have completed or reviewed this form and to the best of my knowledge the information provided on the Fixed Annuity Suitability Questionnaire is accurate. I understand the insurer may contact me to verify information provided or to seek further information. My financial professional has reviewed the features and benefits of this purchase as well as any applicable fees and charges associated with this purchase. I acknowledge that my financial professional does not provide legal or tax advice. I believe that the purchase of this annuity contract is suitable for my financial needs and objectives.

Owner Name

Owner Signature

Date

Owner Contact Information (at least one is required)

Home Phone Number

Cell Phone Number

Email Address

Joint Owner Name (if applicable)

Joint Owner Signature (if applicable)

Date

Joint Owner Contact Information (if applicable) (at least one is required)

Home Phone Number

Cell Phone Number

Email Address

## Producer's Certification

I certify that I have made a reasonable effort to obtain information from the proposed owner(s), including their financial status, investment objectives, risk tolerance, and any other relevant factors necessary to make an appropriate annuity recommendation. I have provided the applicant with information about the features, benefits, and costs of the annuity.

Based on the information disclosed by the proposed owner(s) and known to me at this time, I have reasonable grounds to believe this annuity recommendation is suitable and in the client's best interest.

I agree to maintain and make available, upon request, all records used in making this recommendation — including needs analysis documentation, comparison tools, and any supplemental materials — for the duration required by applicable state or federal regulations.

### Safe Harbor Attestation

**Please indicate whether this recommendation complies with applicable Safe Harbor provisions to satisfy your state's annuity suitability regulation:**

**Yes** – I confirm that I am a registered representative of a broker/dealer or an advisor in an investment advisory firm, and I have complied with Safe Harbor guidelines, including delivery of required disclosures, assessment of financial objectives, product evaluation (as applicable), and proper documentation.

**No** – I am not a registered representative of a broker/dealer or an advisor in an investment advisory firm and have completed the attached Producer Disclosure Form to satisfy my disclosure requirements.

**Producer Name**

**Producer Signature**

**Date**

**Producer Contact Information (at least one is required)**

**Home Phone Number**

**Cell Phone Number**

**Email Address**

## Insurance Agent (Producer) Disclosure for Annuities

Do not sign unless you have read and understand the information in this form.

Date: \_\_\_\_\_

| Insurance Agent (Producer) Information ("Me", "I", "My") |                 |       |          |
|--|-----------------|-------|----------|
| First Name   | Last Name       |       |          |
| Business/Agency Name                                     | Website         |       |          |
| Business Mailing Address                                 | City            | State | Zip-Code |
| Business Telephone Number                                | Email           |       |          |
| National Producer Number                                 | In the State of |       |          |

| Customer Information ("You", "Your") |           |
|--------------------------------------|-----------|
| First Name                           | Last Name |

| What Type of Products Can I Sell You?  |
|--|
| <p>I am licensed to sell annuities to you in accordance with state law. If I recommend that You buy an annuity, it means I believe that it effectively meets Your financial situation, insurance needs, and financial objectives. Other financial products, such as life insurance or stocks, bonds and mutual funds, also may meet Your needs.</p> <p>I offer the following products:</p> <p> <input type="checkbox"/> Fixed or Fixed Index Annuities                <input type="checkbox"/> Variable Annuities                <input type="checkbox"/> Life Insurance         </p> <p>I need a separate license to provide advice about or to sell non-insurance financial products. I have checked below any non-insurance financial products that I am licensed and authorized to provide advice about or to sell.</p> <p> <input type="checkbox"/> Mutual Funds                <input type="checkbox"/> Stocks/Bonds                <input type="checkbox"/> Certificates of Deposits         </p> |

## Whose Annuities Can I Sell You?

- Annuities from only one (1) insurer
- Annuities from two (2) or more insurers
- Annuities from two or more insurers, although I primarily sell annuities from:

## How I'm Paid for My Work

It is important for You to understand how I'm paid for my work. Depending on the particular annuity You purchase, I may be paid a commission or a fee. Commissions are generally paid to Me by the insurance company, while fees are generally paid to Me by the consumer. If You have questions about how I'm paid, please ask Me.

Depending on the particular annuity you buy, I will or may be paid cash compensation as follows:

- Commission, which is usually paid by the insurance company or other sources. If other sources, describe:
  
- Fees (such as a fixed amount, an hourly rate, or a percentage of your payment), which are usually paid directly by the customer.
- Other (Describe):

I may also receive other indirect compensation resulting from this transaction (sometimes called "non-cash" compensation) such as health or retirement benefits, office rent and support, or other incentives from the insurance company or other sources.

By signing below, You acknowledge that You have read and understand the information provided to You in this document.

**Customer Signature**

**Date Signed**

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---

**Agent (Producer) Signature:**

**Date Signed**

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**Agent (Producer):** Return this signed document together with the application and leave a copy with the applicant. Keep a copy for your records.



# Important Notice: Replacement of Life Insurance or Annuities

Proposed Insured/Annuitant Name: \_\_\_\_\_

Policy or Contract Number (if known): \_\_\_\_\_

Does the applicant, insured, owner or annuitant have existing life insurance policies or annuity contracts in this or any other company?

Yes  No

If **No**:

**X**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**X**

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

\_\_\_\_\_  
Date

If **Yes**: Complete and sign Important Notice below.

This document must be signed by the applicant and the agent, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased, and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy or an annuity contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

**(1)** Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract?  Yes  No

**(2)** Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?  Yes  No

If you answered "Yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

|     | Insurer Name | Contract or Policy Number | Insured or Annuitant | Replaced (R) or Financed (F) |
|-----|--------------|---------------------------|----------------------|------------------------------|
| (1) |              |                           |                      |                              |
| (2) |              |                           |                      |                              |
| (3) |              |                           |                      |                              |

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

If this is a replacement, the owner has the right to return the contract within 30 days of the delivery and receive an unconditional full refund of all premiums or considerations paid on it, including any policy fees or charges or, in the case of a variable or market value adjustment policy or contract, a payment of the cash surrender value provided plus the fees and other charges deducted from the gross premiums or considerations or imposed under such policy or contract.

The existing policy or contract is being replaced because \_\_\_\_\_

### Agreements and Signatures

I certify that the above notice was read aloud to me by the Agent unless I indicated otherwise below.

I certify that the responses herein are, to the best of my knowledge, accurate.

**X**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Applicant

**X**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Agent

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicant must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

- Premiums:
- Are they affordable?
  - Could they change?
  - You're older – are premiums higher for the proposed new policy?
  - How long will you have to pay premiums on the new policy? On the old policy?

- Policy Values:
- New policies usually take longer to build cash values and to pay dividends.
  - Acquisition costs for the old policy may have been paid, you will incur costs for the new one.
  - What surrender charges do the policies have?
  - What expense and sales charges will you pay on the new policy?
  - Does the new policy provide more insurance coverage?

- Insurability:
- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
  - You may need a medical exam for a new policy.
  - Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
  - Suicide limitations may begin anew on the new coverage.

- If you are keeping the old policy as well as the new policy:
- How are premiums for both policies being paid?
  - How will the premiums on your existing policy be affected?
  - Will a loan be deducted from death benefits?
  - What values from the old policy are being used to pay premiums?

- If you are surrendering an annuity or interest sensitive life product:
- Will you pay surrender charges on your old contract?
  - What are the interest rate guarantees for the new contract?
  - Have you compared the contract charges or other policy expenses?

- Other issues to consider for all transactions:
- What are the tax consequences of buying the new policy?
  - Is this a tax free exchange? (See your tax advisor.)
  - Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
  - Will the existing insurer be willing to modify the old policy?
  - How does the quality and financial stability of the new company compare with your existing company?





# 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company \_\_\_\_\_

|                  |                 |                   |
|------------------|-----------------|-------------------|
| Business Address | Mailing Address | Overnight Address |
|------------------|-----------------|-------------------|

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

**Complete one form for each surrendering company and contract. Please apply funds to:**

**New / Existing Contract Number:** \_\_\_\_\_ **Receiving Carrier DTCC #:** \_\_\_\_\_  
(for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

## 1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

|  |       |  |   |                                   |  |
|--|-------|--|---|-----------------------------------|--|
| Surrendering Company Name (Complete one form for each surrendering company)  |       |  | Surrendering Company Account / Policy / Contract Number |                                   |  |
| Street Address Line 1  |       |  | Address Line 2  |                                   |  |
| City   | State | Zip  | Phone Number  | Fax Number                        |  |
| Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)  |       | Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.) |   | Estimated Amount of Transfer      |  |
|  |       |  |   | \$                                |  |
| Owner (First, Middle, Last) / Entity Name  |       |  |   | Social Security Number / Tax ID # |  |
| Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company           |       |  |   | Social Security Number            |  |
| Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)                 |       |  |   | Social Security Number            |  |
| Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co. |       |  |   | Social Security Number            |  |
| Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.      |       |  |   | Social Security Number            |  |

## 2. TRANSFER / ROLLOVER / 1035 EXCHANGE SURRENDERING INSTRUCTIONS

Full     Partial    \$ \_\_\_\_\_ or \_\_\_\_\_ %

**Penalty Free Amount**

(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

**As soon as possible after receipt of all necessary forms**       **On a specific date:** \_\_\_\_\_

I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.

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### 3. DISCLOSURES / ACKNOWLEDGMENTS

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- I. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.

Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.

- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT - Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE - An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) - The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.

Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b): This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)

- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

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**4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

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Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).  
 Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

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**5. SIGNATURES**

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This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

**The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.**

|                                     |  |                   |
|-------------------------------------|--|-------------------|
| Signature Guarantee (if applicable) | <hr/>  | <hr/>             |
|                                     | Signature of Owner / Plan Administrator / Trustee / Custodian                                | Date (mm/dd/yyyy) |
|                                     | <hr/>  | <hr/>             |
|                                     | Signature of Joint Owner / Co-Trustee (if applicable)  | Date (mm/dd/yyyy) |
|                                     | <hr/>  | <hr/>             |
|                                     | Signature of Insured / Annuitant (if applicable)   | Date (mm/dd/yyyy) |
|                                     | <hr/>  | <hr/>             |
|                                     | Signature of Irrevocable Beneficiary (if applicable)   | Date (mm/dd/yyyy) |
|                                     | <hr/>  | <hr/>             |
|                                     | Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable) | Date (mm/dd/yyyy) |

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**FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE**

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By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

|   |  |
|---|--|
| Print Name of Employer or Third Party Administrator | Title of Employer or Third Party Administrator |
| <hr/>   |  |
| Signature of Employer or Third Party Administrator  | Date (mm/dd/yyyy)                              |

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**6. SIGNATURES (For the receiving company's use only)**

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**6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER**

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By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a: \_\_\_\_\_

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**6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)**

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To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

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|   |                             |
|---|-----------------------------|
| Print Name of Authorized Officer  | Title of Authorized Officer |
| Signature of Authorized Officer<br>(if applicable - may not be required if LOA is used) | Date (mm/dd/yyyy)           |

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Oceanview Life and Annuity Company  
Oceanview Life and Annuity Insurance Company  
PO Box 830 Grimes, IA 50111-0830  
Tel 888.295.3815 • Fax 888.417.3702 • www.oceanviewlife.com

## Non-Resident Sales Form

| 1. Applicant Information   |                                     |
|--|-------------------------------------|
| Name of Owner  | Name of Joint Owner (if applicable) |
| City & State Where Application Was Signed:   |                                     |
| Signature of Owner   | Date                                |
| Signature of Joint Owner (if applicable)   | Date                                |
| 2. Reason for Exception to Applicant Applying Outside of State of Residence  |                                     |
| Please use the space below to provide the reasoning for signing application documents outside of your state of permanent residence.<br><br><b>**We will not accept applications for cross-border sales to residents of the following states: Arkansas, Idaho, Massachusetts, Minnesota, Mississippi, New York, Utah, Washington, and Wisconsin**</b>                             |                                     |
|  |                                     |
| 3. Producer Signature Required   |                                     |
| I hereby represent and warrant to the Company that the representation set forth herein are true and correct to the best of my knowledge. I also understand that any intentionally false statement made to the Company on this form, or any other document related to the issuance of insurance products constitutes fraud and may subject me to criminal and/or civil liability. |                                     |
| Signature of Producer  | Date                                |



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 PO Box 830 Grimes, IA 50111-0830  
 Tel 888.295.3815 • Fax 888.417.3702 • www.oceanviewlife.com

## Trust Verification Form

| 1. Contract Information  |                                    |
|--|------------------------------------|
| Contract Number  |                                    |
| Name of Current Owner  | Social Security Number or Tax I.D. |
| Name of Contract Annuitant <i>(If different from Contract Owner)</i>   | Social Security Number             |
| Street Address, City, State, Zip   |                                    |
| Name of Joint Owner <i>(if applicable)</i>   | Social Security Number or Tax I.D. |
| 2. Full Name of Trust  |                                    |
| Please be sure to accurately state the Trust's full name   |                                    |
| 3. Type of Trust   |                                    |
| Irrevocable  | Revocable                          |
| 4. Trust Date(s)   |                                    |
| Date of Trust  | State that Governs the Trust       |
| 5. Trust Tax Identification Number   |                                    |
| Please check one:<br><br>The Trust does not have a separate taxpayer identification number. Thus, the personal taxpayer identification number of the First Settlor/Grantor listed below is to be used; or<br><br>The Trust Tax Identification number is: _____ |                                    |
| 6. Name of Settlers/Grantors of Trust <small>(Please attach additional pages if insufficient space has been provided)</small>  |                                    |
| Name   | Social Security Number             |
| Name   | Social Security Number             |
| 7. Name of ALL current Trustee(s) <small>(Please attach additional pages if insufficient space has been provided)</small>  |                                    |
| Name   |                                    |
| Name   |                                    |
| Name   |                                    |

**8. Name of ALL Successor Trustee(s) (if applicable)**

Name

Name

Name

**9. Instructions for Trustee Signature/Authentication**

The Trust Agreement requires that (please check appropriate box):

Any of the Trustees, acting alone

All of the Trustees, acting together

Other (please explain) \_\_\_\_\_

Must sign or otherwise authenticate forms and/or request on behalf of the Trust in connection with our products.

**10. Trust Affiliation**

Neither the Insurance Agent nor any person affiliated with the insurance agent is a beneficiary of the Trust

Agree

Disagree

If you marked Disagree, please attach an explanation of why they are named a beneficiary of the Trust

Note: Under the laws of most States, an agent is restricted in, or prohibited from, having a beneficial interest in a contract/policy sold by that agent, unless the agent is a family member, or has a recognized insurable interest.

**11. The Trust is Validly Executed and in Full Force and Effect**

Yes

No

Note: Trust must be informed and domiciled in the United States or one of its Territories at all times.

**12. Certifications by Trustee(s)**

The Trustee(s) states and agrees that:

The Trust, if named owner, is authorized under the terms of the Trust to purchase and/or hold insurance on the life of any insured/annuitant. If named beneficiary, the Trust is authorized to receive proceeds as provided under the terms of the insurance policy and/or annuity contract. I/we have also determined the insurance product is appropriate for the Trust’s purpose and the terms of the insurance product conforms to the income distribution requirements, if any, of the Trust.

I/We certify that Oceanview Life and Annuity Company (the “Company”) may rely solely on this Verification and the information provided for the policy/contract administration purpose and the Company has no obligation to investigate the terms of the Trust or the authority of the Trustee(s). The Company expressly denies responsibility regarding the use and applications of any payments made to the Trust by the Trustee(s) and will hold the Company harmless from any action the Company takes at the direction of the Trustee(s).

The Trustee(s) declares that each and every Trustee and successor Trustee are bound by the certification. It is further understood that the Company may rely upon the direction of the named Trustee(s) until the Company receives a written notification at its Home Office of the change of Trustee. Furthermore, the Trustee(s) agrees to notify the Company of any changes to the Trust itself that will alter the information provided in the Trust Verification.

The signature(s) below certify the previous information provided and agreed to on this Verification is true and accurate. (If additional signature blocks are required, please photocopy this form and attached accordingly).

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Date



