

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

VERITAS INDEPENDENT PARTNERS, LLC, :

Plaintiff, : Case No. 1:18-cv-769

v. : Judge Barrett

**THE OHIO NATIONAL LIFE
INSURANCE COMPANY, et al., :**

Defendants. :

MOTION OF DEFENDANTS FOR SUMMARY JUDGMENT

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, Defendants The Ohio National Life Insurance Company (“ONLIC”), Ohio National Life Assurance Corporation (“ONLAC”), Ohio National Equities, Inc. (“ONEQ”), and Ohio National Financial Services, Inc. (“ONFS”) (collectively, the “ON Defendants”) move for summary judgment on all of named Plaintiff Veritas Independent Partners, LLC’s (“Veritas”) claims. The basis for this Motion is set forth in the attached Memorandum in Support.

Respectfully submitted,

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MEMORANDUM IN SUPPORT

I. INTRODUCTION

“Trail commissions will continue to be paid to broker dealer of record [a] while the Selling Agreement remains in force *and* [b] will be paid on a particular contract [individual annuity] until the contract is surrendered or annuitized.”

[Exh. A-1 (Veritas Selling Agreement), at 14 (emphasis and brackets added).]

The singular issue presented by Veritas’ Complaint is this: Under the terms of a 2014 Selling Agreement (the “Selling Agreement”) between ONLIC, ONLAC, ONEQ (the “ON Contracting Parties”) and Veritas, were the ON Contracting Parties required to continue paying trail commissions to Veritas as to individual, variable annuity products—like the specific product identified in Veritas’ complaint—following termination of the Selling Agreement? As the above-quoted and dispositive contractual language makes clear, the answer is clearly *no*.

Such language unequivocally establishes that the termination of the Selling Agreement also terminated any obligation of the ON Contracting Parties to continue paying trail commissions as to individual variable annuity products. The use of the conjunction “and” is critical, and plainly reflects that the subject trail commissions are *only* payable if *both* the Selling Agreement is in force *and* the pertinent annuity contract has not been surrendered or annuitized. In other words, both temporal clauses—that the Selling Agreement remain in force *and* that a particular annuity contract has not been surrendered or annuitized—impose *joint* conditions on the payment of trail commissions.

Hence, if a particular individual annuity contract has not been annuitized or surrendered, but the Selling Agreement is no longer in force, then *no obligation to continue paying trail commissions exists*. Likewise, if a particular individual annuity contract has been surrendered or

annuitized, even though the Selling Agreement remains in force, no obligation to continue paying trail commissions exists.

That simply makes sense, and no other plausible interpretation, which gives effect to *all* of the contractual language and the plain and ordinary meaning of the conjunction “and,” exists. See, e.g., Mass. Mut. Life Ins. Co. v. Jefferson, 104 S.W.3d 13, 21 (Tenn. Ct. App. 2002) (describing “and” as a “coordinating conjunction” and citing Black's Law Dictionary as “defining ‘and’ as a ‘conjunction connecting words or phrases expressing the idea that the latter *is to be added to or taken along with the first*’”) (emphasis added).

Yet, as the basis for *each* of its claims, Veritas proffers a contrary “interpretation.” It asserts that, irrespective of their termination of the Selling Agreement, the ON Contracting Parties remain obligated to continue paying trail commissions as to individual variable annuity contracts (Veritas focuses on one specific type of such contracts) so long as those contracts have not been surrendered or annuitized. But, that interpretation would, if accepted, render meaningless the first clause preceding the “and” conjunction; i.e., that the Selling Agreement must remain “*in force*”—language that is *notably absent* from *other* contractual commission language relating to *other* products (i.e., *group* variable annuities) not at issue in Veritas’ Complaint (and as to which the ON Contracting Parties have stated their intent to continue making payments, consistent with the contractual terms). It, therefore, runs headlong into well-established Ohio Supreme Court precedent.

Indeed, such an interpretation, “is neither acceptable nor desirable under the normal rules of contract construction.” State v. Bethel, 110 Ohio St. 3d 416, 424 (2006). To the contrary, where there is only one interpretation that gives effect to all contractual language, there is no ambiguity and the contract must be enforced so as to give effect to all of its terms. Id.

(finding contractual language plain and unambiguous because, “[g]iven the clear language [at issue], and the need to ensure that the paragraph is not rendered meaningless, the agreement before us is subject to only one reasonable interpretation.”) (emphasis added).

The same is true here. The controlling language in the pertinent and controlling commission schedule to the Selling Agreement, quoted above, makes clear that the termination of the Selling Agreement is one of two events that terminates the ON Contracting Parties’ obligation to continue paying trail commissions for individual variable annuities to Veritas. As a result, the ON Contracting Parties’ decision to cease paying such commissions upon the effective date of the Selling Agreement’s termination was consistent with and specifically authorized by the Selling Agreement; and it was not a breach of the Selling Agreement for them to do so—as a matter of law.

Therefore, all of Veritas’ claims—including its claim for tortious interference against ONFS (a non-party to the Selling Agreement)—necessarily fail because they are premised on the ON Contracting Parties’ same alleged breach of the Selling Agreement. Veritas may wish that it had negotiated a different deal. But, it cannot manufacture a “breach” of contract based on a facially illogical and untenable interpretation of the language to which it actually agreed.

The instant Motion should be granted and Defendants should be awarded summary judgment in their favor on all claims.¹

¹ Even though Veritas purports to bring this case as a putative class action, the Court may properly consider and rule upon the instant Motion, prior to any proceedings relating to class certification. That is because “[i]t is reasonable for a district court to consider a motion for summary judgment before reaching a motion for class certification when resolution of the former is likely to prevent ‘needless and costly further litigation.’” Candaay v. Kelley, 1994 U.S. App. LEXIS 29186, *24 (6th Cir. Oct. 14, 1994). This matter presents a quintessential case for “accelerated summary judgment procedure’ to winnow out substantively deficient class actions, prior to class certification” Thomas v. Moore USA, Inc., 194 F.R.D. 595, 603 (S.D. Ohio 1999).

II. PERTINENT UNDISPUTED FACTS

A. Overview Of The Parties And The Veritas Selling Agreement.

By way of background, Defendants ONLIC and ONLAC are insurance companies that, among other things, offer for sale various insurance-related products, including life insurance. [Exh. A, Declaration of Thomas DeGaetano (“DeGaetano Dec.”).] Previously, ONLIC also offered and sold individual variable annuities. [Id. ¶ 3.] Variable annuities are annuities that include assets maintained in securities sub-accounts. [Id.]

In order to make their products available to a wide customer base, ONLIC and ONLAC, along with ONEQ, have historically entered into “selling agreements” with third-party broker-dealers unaffiliated with Defendants—including Veritas. [Id. ¶ 4.] Such agreements authorized the contracting broker-dealers, including Veritas, to offer and sell various products created by ONLIC and ONLAC, including individual variable annuities. [Id.]

At issue in this case is a specific Selling Agreement dated August 25, 2014, and executed by Veritas and the ON Contracting Defendants. [Exh. A-1 (the “Selling Agreement”); Compl. ¶ 12.] By its express terms and through various addenda and supplements thereto, the Selling Agreement authorized Veritas (through its registered representatives) to sell various products, including individual variable annuities, such as ONLIC’s ONcore variable annuities with an optional Guaranteed Minimum Income Benefit Rider (the “GMIB Annuities”)—the specific product at issue in Veritas’ Complaint. [DeGaetano Dec.; Selling Agreement 13-17; Compl. ¶¶ 14-16, 28-30.]²

² ONEQ—a broker-dealer registered with the Financial Industry Regulatory Authority—was made a party to the Selling Agreement for regulatory reasons. [DeGaetano Dec. ¶ 6.] That is because the Selling Agreement authorized the sale of variable products, which are regulated as securities. [Id.] However, the individual annuities at issue were sold *by ONLIC*. [Id.] The premiums paid for purchase of such annuities went *to ONLIC*. [Id.] And, commissions owed to broker-dealers based on such annuities, pursuant to the terms of the Selling Agreements, were paid *by ONLIC*. [Id.]

In addition and as discussed further below, the Selling Agreement included and expressly incorporated multiple Schedules of Commissions that, among other things, reflected the amounts and manner of commission payments that would be paid directly to Veritas for its sale of various Ohio National products. [Selling Agreement, at 2 § 9.]³ Those schedules included an “ONcore Commission Schedule,” which specifically applied to and covered the sale of the GMIB Annuities at issue via Veritas’ Complaint. Based on the ONcore Commission Schedule, one commission option provided to Veritas for GMIB Annuities was the payment of so-called “trail” commissions. [Selling Agreement, at 13-17.]

B. The ON Contracting Parties’ Termination Of The Selling Agreement, Consistent With The Agreement’s Terms.

The Selling Agreement contained a specific provision governing the termination thereof.

It stated, in full:

This Agreement may be terminated at the option of any party upon sixty (60) days written notice to the other parties, or without notice at the option of any party hereto upon a material breach by any part of the covenants and terms of this Agreement.

[Selling Agreement, at 3-4 § 20 (emphasis added).]

Thus, all parties to the Agreement were empowered to terminate the Selling Agreement, even in the absence of a material breach, by merely giving 60-days’ advance written notice thereof to the other parties.

Here, the ON Contracting Parties exercised their right to do so by providing a notice of termination, dated September 21, 2018, to Veritas at the address listed in the Selling Agreement.

[Exh. A-2 (9/21/18 Termination Letter); Selling Agreement, at 4 § 21.] Via that letter, the ON

³ Notably, Veritas only attached certain, selective supplements/addenda to the Selling Agreement as exhibits to its Complaint. A copy of the Selling Agreement, including all pertinent supplements and addenda (with Bates numbers added for ease of review), is attached to this Motion as Exhibit A-1. All page number references to the Selling Agreement, unless otherwise noted, refer to the added Bates numbers.

Contracting Parties expressly notified Veritas that they were terminating the Selling Agreement effective December 12, 2018—well over 60 days after such notice was provided. [Exh. A-2.]

Via the Termination Letter, the ON Contracting Parties further advised Veritas that upon termination of the Selling Agreement, the payment of individual annuity trail commissions (including GMIB Annuities) would cease; but the payment of, *inter alia*, group variable annuity trail compensation would continue, subject to the terms of the Selling Agreement. [Id.] This difference, as discussed below, is because of the different language contained in the commission supplements for those respective products.

Also on September 21, 2018, and without any contractual obligation to do so, the ON Contracting Parties—via a separate letter—offered to allow Veritas continued access to the customer information and the ability to service customers. [Exh. A-3.] As stated in that letter, as long as Veritas complied with the law and regulations as they relate to insurance and broker-dealer obligations, and complied with privacy regulations, the ON Contracting Parties would agree, among other things, to continue to provide Veritas with customer information and allow its registered representatives to continue to service the customers’ contracts. [Id.]

Based on the ON Contracting Parties’ provision of proper notice of termination, and consistent with the above-quoted contractual language, the Selling Agreement was, therefore, terminated effective as of December 12, 2018.

C. The Controlling Commission Payment Language Is Contained In The Pertinent Commission Supplements To The Selling Agreements—Language That Is Different As To Different Products.

As it relates to the payment of commissions (and, specifically, trail commissions), both before and after termination of the Selling Agreement, the pertinent and controlling language is

found in the commission supplements to the Selling Agreement. This is made clear in Section 9 of the Selling Agreement, which states that:

Commissions payable in connection with the Contracts [sold by Veritas] shall be paid to BD [Veritas], or its affiliated insurance agency, according to the Commissions Schedule(s) relating to this Agreement as they may be amended from time to time and in effect at the time the Contract Payments are received by ONL. ONL reserves the right to revise the Commission Schedules at any time upon at least thirty (30) days prior written notice to BD. ONL also reserves the right to adjust the compensation payable on sales of ONL products that replace existing ONL contracts and offset future compensation payable to BD against any compensation to be returned to ONL by BD. Compensation to the BD's Representatives for Contracts solicited by the Representatives for Contracts solicited by the Representatives and issued by ONL will be governed by an agreement between BD and its Representatives and its payment will be the BD's responsibility. In those states where express assignment of commissions is required, BD hereby assigns its Representatives' commissions to its affiliated insurance agency for those states.

BD will not pay any compensation to a Representative licensed pursuant to this Agreement until such Representative is authorized to receive such compensation under applicable state law.

The terms of compensation shall survive this Agreement unless the Agreement is terminated for cause by ONL, provided that BD remains a broker-dealer in good standing with FINRA and other state and federal regulatory agencies and that BD remains the broker-dealer of record for the account.

[Selling Agreement, at 2 § 9.]

To be sure, this clause provides for survival of the "terms" of compensation absent a "for-cause" termination of the Selling Agreement. [Id. (emphasis added).] But, the same provision also makes clear that such "terms" are supplied by the pertinent commission supplements. Thus, the pertinent commission supplements contain the controlling language for purposes of the Court's analysis of Veritas' claims.

1. The ONCore Commission Schedule Language Specifically Provides For Termination Of Trail Commission Payments Upon Termination Of The Selling Agreement.

As to individual variable annuities generally, and as to the GMIB Annuities specifically at issue in this case, as Veritas readily admits, the controlling “terms” regarding payment of trail commissions are found in the ONcore Commission Schedule. [See Compl. ¶¶ 29-30.] Indeed, Veritas attached a copy of such schedule as Exhibit B to its Complaint. [Compl. ¶¶ 24-30; Selling Agreement, at 13-17.]

Aside from describing certain chargebacks applicable upon the death of an annuitant and the method for calculating trails, the ONcore Commission Schedule specifically stated the following as to the payment of trail commissions for individual variable annuities (including the GMIB Annuities):

*Trail commissions will continue to be paid to broker dealer of record while the Selling Agreement remains in force **and** will be paid on a particular contract until the contract is surrendered or annuitized.*

[Selling Agreement, at 14-17 (emphasis added).]

On its face, this language plainly indicates that trail commissions will be paid on particular individual variable annuity contracts that have not been surrendered or annuitized so long as the Selling Agreement remains in force. A contrary interpretation that would mandate the payment of trail commissions as to in-force individual annuity contracts even after termination of the Selling Agreement would, quite simply, render the above-quoted and highlighted phrase superfluous, and therefore, a nullity.

2. In Contrast To ONcore Commission Schedule Language, The “Group Variable” Annuity Commission Schedule To The Selling Agreement Contains Different Language That Makes Clear The Commission Payments As To Those Types Of Contracts May Continue Following Termination Of The Selling Agreement.

In stark contrast to the ONcore Commission Schedule is the Group Variable Annuity Addendum and Commission Schedule, which was also incorporated as part of the Selling Agreement—although notably not included as part of the exhibits attached to Veritas’ Complaint. [Selling Agreement, at 20-22.] As to that type of group product, the pertinent Commission Schedule states that:

Trail Commissions are paid quarterly and are calculated on the average monthly contract balance during the quarter as long as the Contract remains in effect and a duly appointed Representative of BD is servicing the contract to Ohio National’s satisfaction.

[Id. at 22, n.3 (emphasis added).]

Tellingly, this provision says nothing about the Selling Agreement remaining “in force.” Rather, the only limitations imposed upon the continued payment of trail commissions for Group Variable Annuities are: (1) the continued effectiveness of the group annuity contract at issue; and (2) a duly appointed representative of Veritas continuing to satisfactorily service that contract.

Such language shows that the contracting parties, including Veritas, knew how to craft trail commission payment terms that were not conditioned upon the Selling Agreement remaining “in force”—terms the ON Contracting Parties intend to honor, as stated in their September 21, 2018 letter. [Exh. A-2.] The use of different language regarding the conditions for payment of individual variable annuity trails, including as to the at-issue GMIB Annuities, can, thus, only be viewed as a distinction with a clear (and intentional) difference.

3. **All Of Veritas’ Claims Are Based On The Same Alleged Predicate: The ON Contracting Parties’ “Breach” Of The Selling Agreement By Terminating The Payment Of Trail Commissions For GMIB Annuities Upon Termination Of The Selling Agreement.**

Against this backdrop, Veritas asserts several “claims” against Defendants. But, each claim is specifically premised on the same alleged predicate: that the ON Contracting Defendants are contractually obligated to continue paying trail commissions for individual variable annuities (specifically, GMIB Annuities) following termination of the Selling Agreement. Thus, a ruling that the ON Contracting Parties have not breached the Selling Agreement would be dispositive of *all* claims.

For example, in Count I, Veritas merely seeks declaratory relief that Defendants are obligated to continue paying trail commissions on all “Contracts”—defined as GMIB Annuities—until they are surrendered or annuitized, even when the Selling Agreement is not in force. [Compl. ¶¶ 14, 67-68.] In Count II, Veritas accuses the ON Contracting Parties of breaching the Selling Agreement by refusing to pay trail commissions on GMIB annuities after their termination of the Selling Agreement became effective. [Id. ¶¶ 72-75.]

In Count IV, Veritas asserts a tortious interference claim against ONFS, as the parent company of ONLIC. [Id. ¶ 8.] However, the basis for such claim, as framed by Veritas, is limited to its allegation that ONFS “caused the other Ohio National Defendants to breach their obligations *under the Selling Agreement to Veritas*” [Id. ¶ 84 (emphasis added).] Thus, if the ON Contracting Parties did not breach the Selling Agreement, then Count IV necessarily fails.

Finally, in Count III, Veritas asserts a separate claim or cause of action labeled “Injunctive Relief.” But, injunctive relief is a remedy; not a claim. See AFS Logistics, L.L.C. v. Cochran, 2017 U.S. Dist. LEXIS 119798, *23-24 (M.D. Tenn., July 31, 2017) (“It is unclear why

Plaintiff has listed ‘Injunctive Relief’ as a count in the amended complaint, as injunctive relief is, as the term suggests, a remedy and not a cause of action. ... Count VII must be dismissed because a form of relief cannot state a cause of action upon which relief may be granted”).⁴ The availability of such relief hinges on a viable, underlying cause of action. Id. But, here, since all of Veritas claims’ are premised on an alleged breach of the Selling Agreement by the ON Contracting Parties, the absence of such a breach necessarily precludes the issuance of injunctive relief.

III. LAW AND ARGUMENT

As made clear above, the controlling “terms” of compensation, and specifically the payment of trail commissions, applicable to individual variable annuities including the GMIB Annuities, are set forth in the ONcore Commission Schedule. To reiterate, those terms are: “Trail commissions will continue to be paid to broker dealer of record [a] while the Selling Agreement remains in force and [b] will be paid on a particular contract until the contract is surrendered or annuitized.” [Selling Agreement, at 14-17 (emphasis and brackets added).] The Court’s role is, thus, to determine whether or not these terms required the ON Contracting Parties to continue paying trail commissions on individual variable annuities, such as the GMIB Annuities, to Veritas following the termination of the Selling Agreement. The answer is clearly no.

In making this determination, the Court should be guided by several, well-settled principles of contract law. *First*, the interpretation of a written contract is a matter of law for the Court to decide, and the Court is charged with applying the plain and unambiguous language of

⁴ Citing Cronin v. Bank of Am., 2013 WL 2626739, *6 (E.D. Mich. June 11, 2013) (“In Count III, [plaintiff] requests injunctive relief. This claim must be dismissed because injunctive relief is a remedy, not a cause of action.”); Tann v. Chase Home Fin., L.L.C., 2011 WL 3799841, *10 (E.D. Mich. Aug. 26, 2011) (“[P]laintiff cannot seek an injunction as a stand-alone cause of action; it is only available as an equitable remedy.”).

the contract. Alexander v. Buckeye Pipeline Co., 53 Ohio St. 2d 241, Syll. ¶ 1 (1978) (superseded by statute on other grounds).⁵

Second, the intent of the parties to a contract is presumed to reside in the language they chose to employ in the agreement—language which must be applied and enforced “according to its plain, ordinary, and common meaning.” Schaeffer v. First Merit Bank, N.A., 186 Ohio App. 3d 173, 180 (9th Dist. 2009). “Where the contractual terms are unambiguous, a court cannot create a new contract by finding an intent not expressed in the clear language of the contract.” Time Warner Entm't Co., LP v. Kleese-Beshara-Kleese, 2009 Ohio App. LEXIS 5626, *9 (Ohio App. 11th Dist., Dec. 18, 2009).

As this Court, itself, has aptly summarized:

Construction of a written contract is a matter of law to be determined by the court. As a general rule, contracts should be construed so as to give effect to the intention of the parties. In construing a contract, a court must give meaning to every paragraph, clause, phrase, and word, omitting nothing as meaningless, or surplusage and must consider the subject matter, nature, and purpose of the agreement.

[Walmed Pharm., Ltd., LLC v. Hi-Tech Pharmacal Co., 2010 U.S. Dist. LEXIS 40598, *8 (S.D. Ohio Apr. 26, 2010 (Barrett, J.) (emphasis added).]

Consistent with these basic principles, and for multiple reasons, the plain and unambiguous language of the ONcore Commission Schedule makes clear that the ON Contracting Parties’ obligation to pay trail commissions on individual variable annuities, including the GMIB Annuities, ended with the termination of the Selling Agreement. Thus, as a matter of law, the ON Contracting Parties did not breach the Selling Agreement by discontinuing

⁵ The Selling Agreement specifically states that it shall be “construed in accordance with the laws of Ohio.” [Selling Agreement, at 4 § 22.] Veritas does not dispute that Ohio law applies. Rather, it specifically cited this choice of law in its Complaint. [Compl. ¶ 13.]

such payments upon the effective date of the agreement's termination, and all of Veritas' claims necessarily fail.

A. Use Of The Conjunction “And” Makes Clear That Two Conditions Must Be Satisfied For Payment Of Trail Commissions Under The ONcore Commission Schedule: The Selling Agreement Must Be In Force And The Particular Annuity At Issue Must Not Have Been Surrendered Or Annuitized.

On its face, the above-quoted ONcore Commission Schedule trail commission payment provision contains two temporal clauses joined by the conjunction “and”: (1) the Selling Agreement must be in force *and* (2) the particular annuity contract at issue must not have been surrendered or annuitized. That means for such commissions to be payable, the Selling Agreement must first be in force. See Corporate Fin., Inc. v. Principal Life Ins. Co., 461 F. Supp. 2d 1274, 1286 (S.D. Fla. 2006) (holding that provision stating that commissions will be paid “while this agreement is in force” means that “the obligation to pay commissions ... ceases when the agreement terminated”). But, even if the Selling Agreement is in force, trail commissions are payable only if the particular annuity or “contract” at issue has not been annuitized or surrendered. Hence, if *either* one of these conditions is not satisfied, then *no trail commissions are payable*.

This plain reading is confirmed by case law recognizing the ordinary usage and meaning of the conjunction “and.” For example, in Cargill Meat Sols. Corp. v. Premium Beef Feeders, LLC, 168 F. Supp. 3d 1334, 1343 (D. Kan. 2016), the court held that the following contractual provision obligated Cargill to both determine *and* implement risk management strategies: “The Parties agree that Cargill will be solely responsible for determining *and* implementing any risk management (i.e. hedging) strategies for the Cattle on feed with the Feedlot Vendor, and the grain associated with feeding the Cattle.” *Id.* (emphasis added).

In so holding, the court rejected Cargill's proffered construction that it would have been justified in not implementing any risk management strategies if it determined that none were required. Id. As the court noted, "[t]his reading ignores the word 'and.' Use of the word 'and' is significant. Cargill's interpretation makes the implementation of risk management strategies dependent on a prior determination. But 'and' does not denote dependence. Rather, it is a coordinating conjunction used to link independent ideas. In this context, Cargill had a responsibility both to determine and implement any risk management strategies." Id.

So, too, in Vannatta v. Vannatta, 2012 Va. App. LEXIS 366, at *16 (Va. Ct. App., Nov. 20, 2012), the court recognized that the use of the "coordinating" conjunction "and" in a contractual provision "signifies that the words [before and after] are of equal rank and should be read together." And, in Mass. Mut. Life Ins. Co. v. Jefferson, 104 S.W.3d 13, 21 (Tenn. Ct. App. 2002), the court looked to Black's Law Dictionary in defining "and" as a "conjunction connecting words or phrases expressing the idea that the latter is to be added to or taken along with the first."

So, too, here. The use of the coordinating conjunction "and" in the ONcore Commission Schedule plainly denotes that the clauses preceding and succeeding the term express joint conditions that must both exist in order for trail commissions to be payable. As a result, either the termination of the Selling Agreement, as occurred here, or the surrender or annuitization of a particular GMIB (or other individual variable) Annuity was sufficient to relieve the ON Contracting Parties of any obligation to continue paying trail commissions. Accordingly, the ON Contracting Parties did not breach the Selling Agreement.

B. The Use Of Different Language In A Different Supplement For A Different, Group Product Available To Be Sold Per The Selling Agreement Further Demonstrates That The Inclusion Of The “In Force” Requirement In The ONcore Commission Supplement Was Intentional.

This conclusion is confirmed by the existence of trail commission payment language in the *Group* Variable Annuity Addendum and Commission Schedule that makes clear the continued effectiveness of the Selling Agreement is not a condition to the payment of trail commissions for that product. The existence of such language in one portion of the parties’ contract demonstrates that they knew how to craft language that would provide for the payment of trail commissions after termination of the Selling Agreement. The fact that they *did not use such language (and, instead, used different language) in the ONcore Commission Supplement*, thus, must have been intentional and reinforces the plain meaning of the language used in that supplement, as discussed above.

Ohio case law makes this clear. On point is *Nour v. Shawar*, 2014 Ohio App. LEXIS 2951, *4-11 (10th Dist., July 8, 2014). There, the court held that the contracting parties’ inclusion of an express reference to attorneys’ fees in one indemnification provision, coupled with the exclusion of such a reference in another indemnification provision, reflected their clear intent that no fee award was available under the latter provision. In so holding, the court applied the basic rule of *expressio unius est exclusio alterius* in recognizing that:

A rule of construction appears applicable: “expressio unius est exclusio alterius, or the expression of one thing implies the exclusion of another thing ...” ... “[One section] demonstrates that the drafters of this contract knew how to include language that would include attorney fees within ‘Claims’ subject to indemnification with respect to the seller. *The absence of such language in a parallel provision relating to purchaser indemnification exhibits an intention that a reciprocal obligation does not exist.* ...

The parties in this case knew how to draft an indemnification

provision that included recovery of “reasonable counsel fees.” The parties expressly provided that Shawar could recover such fees from Nour when they added a second sentence to section 11.1. Under Continental Tire, the omission from Section 11.2 of the second sentence regarding counsel fees must mean that Nour is not entitled to indemnification for such fees. When we consider the two indemnification provisions in the sublease together, the only reasonable interpretation of Section 11.2 is that Nour does not have the right of indemnity for “reasonable counsel fees.” Had the parties so intended, they would have added a second sentence to Section 11.2.

Nour asks this court to interpret the language of Section 11.2 in isolation and to determine the scope of his right to indemnification without reference to the corresponding indemnity provision in Section 11.1. However, this court has emphatically stated that “contracts must be read as a whole, and individual provisions must not be read in isolation.” ... If the parties intended the phrase “all claims, expenses, liabilities, and causes of action arising from ... (iv) the breach by Shiwar” to include indemnity for “counsel fees,” as Nour contends, then there would have been no reason for the parties to add a second sentence to Section 11.1. In other words, if we adopt Nour’s construction of Section 11.2, the second sentence of Section 11.1 is meaningless. ... The only reasonable construction of the sublease that gives meaning to the second sentence of Section 11.1 is a construction that precludes indemnification for Nour’s attorney fees. ...

[Id. (emphasis added).]

In a similar context, the court in Cont’l Tire N. Am. v. Titan Tire Corp., 2010 Ohio App. LEXIS 1138, *24-27 (6th Dist., March 31, 2010), held that the inclusion of certain language in one clause meant that its exclusion from another, similar clause must have been intentional. Specifically, in language quoted in Nour, *supra*, it recognized that one section “demonstrates that the drafters of this contract knew how to include language that would include attorney fees within ‘Claims’ subject to indemnification with respect to the seller. The absence of such language in a parallel provision ... exhibits an intention that a reciprocal obligation does not exist.” Id.

The same is true here. The Group Variable Annuity Addendum and Commission Schedule to the Selling Agreement makes clear that the contracting parties knew how to craft language that does not condition the payment of trail commissions on the Selling Agreement remaining in force. Thus, the use of specific language in the ONcore Commission Supplement referencing such a condition must have been intentional, and means that termination of the Selling Agreement also terminated the ON Contracting Parties' obligation to continue paying trail commissions on individual variable annuities, like the GMIB Annuities. For this additional reason, no breach of the Selling Agreement exists, as a matter of law.

C. Veritas' Proffered Construction Would Render The First Clause Of The Controlling Provision In The ONcore Commission Schedule Meaningless—In Contravention Of Ohio Supreme Court Precedent.

Veritas' proffered construction, on the other hand, would fail to give effect to all of the contractual language contained in the ONcore Commission Schedule. Veritas asserts that the above-quoted language means that the ON Contracting Parties are obligated to continue paying trail commissions on GMIB Annuities even after termination of the Selling Agreement, so long as the specific annuity contracts at issue have not been annuitized or surrendered. [Compl. ¶ 30.]

But, if that is truly the case, then why was the first clause requiring that the Selling Agreement remain "in force" included? Under Veritas' theory, the status of the Selling Agreement would be wholly irrelevant to the ON Contracting Parties' payment obligation; and the only pertinent consideration for payment of trail commissions on individual variable annuities (like the GMIB Annuities) would be whether the individual annuity contracts have been surrendered or annuitized.

Such a construction is plainly untenable and incorrect because it would render the "in force" clause preceding the "and" conjunction meaningless, and therefore, null. The Ohio

Supreme Court has recognized that where there is only one interpretation of a contract that would give meaning to all of its terms, such meaning must be applied. See State v. Bethel, 110 Ohio St. 3d 416, 424 (2006) (“[A]n interpretation that would render a provision meaningless ... ‘is neither acceptable nor desirable under the normal rules of contract construction.’”).

In Bethel, the Court—applying basic contract principles—rejected a party’s contention that a plea agreement was ambiguous because that party’s proffered construction of the purported ambiguity would have rendered certain contract terms meaningless. In so holding, the Court noted that:

[T]here is no ambiguity in the agreement before us. An agreement is ambiguous if it is "subject to more than one reasonable interpretation." *Hillsboro v. Fraternal Order of Police, Ohio Labor Council, Inc.* (1990), 52 Ohio St.3d 174, 177, 556 N.E.2d 1186. ... Given the clear language of Paragraph One, and the need to ensure that the paragraph is not rendered meaningless, the agreement before us is subject to only one reasonable interpretation. The breach by Bethel voided the plea agreement and returned the parties to their previous position as stated in Paragraph Six, except that Bethel's proffer could then be used against him, as plainly provided by Paragraph One. This construction addresses the entire agreement and avoids the incorrect result of rendering Paragraph One meaningless.

[Id. (emphasis added).]⁶

Veritas’ proffered construction here runs headlong into this controlling precedent and would render half of the ONcore Commission Supplement trail commission payment provision meaningless. Such a contention is, quite simply, legally wrong and should be rejected as a matter of law. The only reasonable interpretation that gives effect to all of the language contained in such provision is the same one that is apparent and obvious from the face of the language used: the termination of the Selling Agreement also terminated the ON Contracting

⁶ Accord: Packer, Thomas & Co. v. Eyster, 126 Ohio App. 3d 109, 115 (7th Dist. 1998) (“[C]ontracts must be read as a whole and interpreted so as to give effect to every provision.”).

Parties' obligation to continue paying trail commissions for individual variable annuities to Veritas.

IV. CONCLUSION

In sum, the pertinent and controlling contractual language makes clear that the ON Contracting Parties were relieved of any obligation to continue paying trail commissions to Veritas on individual variable annuities (including GMIB Annuities) after the termination of the Selling Agreement. Thus, as a matter of law, the ON Contracting Parties did not breach the Selling Agreement when they ceased making such payments upon the effective date of the Selling Agreement's termination.

Since all of Veritas' claims are premised on the existence of such a breach, they necessarily fail. Defendants are entitled to summary judgment on all claims in the Complaint, and the instant Motion should be granted.

Respectfully submitted,

/s/ Marion H. Little, Jr.

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Attorneys for Defendants
The Ohio National Life Insurance Company,
Ohio National Life Assurance Corporation,
Ohio National Equities, Inc., and Ohio
National Financial Services, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 22, 2019, a copy of the foregoing was filed electronically with the Clerk of this Court using the CM/ECF system, which will send notification of such filing to all counsel of record to this action

/s/ Marion H. Little, Jr.

Marion H. Little, Jr. (0042679)

414-033:794222

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

VERITAS INDEPENDENT PARTNERS, LLC, :

Plaintiff, :

Case No. 1:18-cv-769

v. :

Judge Barrett

THE OHIO NATIONAL LIFE
INSURANCE COMPANY, et al., :

Defendants. :

DECLARATION OF THOMAS DEGAETANO

I, Thomas DeGaetano, declare under penalty of perjury, based on personal knowledge (unless otherwise noted), as follows:

1. I am Vice President Annuity Product Management with The Ohio National Life Insurance Company (“ONLIC”).

2. In that position, I am familiar with the practices employed by ONLIC (and other Ohio National entities) in contracting with third-party broker-dealers for the sale of variable annuity products offered and issued by ONLIC and Ohio National Life Assurance Corp. (“ONLAC”). ONLIC and ONLAC are insurance companies that offer for sale various insurance-related products, including life insurance.

3. Previously, ONLIC sold individual variable annuities. Variable annuities are annuities that include assets maintained in securities sub-accounts.

4. In order to make their products available to a wide customer base, ONLIC and ONLAC, along with Ohio National Equities, Inc. (“ONEQ”), have historically entered into “selling agreements” with third-party broker-dealers unaffiliated with Ohio National—including Veritas. Such agreements authorized the contracting broker-dealers to offer and sell various

products created by ONLIC and ONLAC, including individual variable annuities. In my position with ONLIC, I have access to the selling agreements executed and maintained by Defendants in the ordinary course of business, as well as correspondence relating to the same.

5. Attached as Exhibit 1 to this Declaration is a true and accurate copy of the August 25, 2014 Selling Agreement between ONLIC, ONLAC, ONEQ, and Veritas, including addenda and commission schedules attached thereto and incorporated therein (the "Selling Agreement"). Such agreement is a record maintained in the ordinary course of these entities' business.

6. ONEQ—a broker-dealer registered with the Financial Industry Regulatory Authority—was made a party to the Selling Agreement for regulatory reasons. That is because the Selling Agreement authorized the sale of variable products, which are regulated as securities. However, the individual variable annuities at issue in this case were sold by ONLIC. The premiums paid for purchase of such annuities went to ONLIC. And, commissions owed to broker-dealers, including Veritas, based on such annuities, pursuant to the terms of the Selling Agreements, were paid by ONLIC.

7. Attached as Exhibits 2 and 3 to this Declaration are true and accurate copies of letters, dated September 21, 2018, sent by ONLIC, ONLAC, and ONEQ relating to termination of the Selling Agreement. These letters were prepared, sent, and maintained in such entities' ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed this 22nd day of January, 2019.


THOMAS DEGAETANO

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Group 9 DI ADDENDUMS

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SELLING AGREEMENT

Agreement, made this 25 date of August, 2014 by and between The Ohio National Life Insurance Company, an Ohio Corporation; Ohio National Life Assurance Corporation, an Ohio corporation; Ohio National Equities, Inc. ("ONEQ"), an Ohio Corporation, and Veritas Ind. Partners, a LLC Corporation.

Whereas, The Ohio National Life Insurance Company and its subsidiary, Ohio National Life Assurance Corporation (collectively referred to as "ONL"), issue certain variable insurance contracts/policies ("Contracts") described in this Agreement, which are deemed securities under the Securities Act of 1933 ("1933 Act"); and

Whereas, ONEQ is duly licensed as a Broker/Dealer with the National Association of Securities Dealers, Inc. ("FINRA") and the Securities and Exchange Commission ("SEC"); and

Whereas, ONL has appointed ONEQ as the Principal Underwriter of the Contracts; and

Whereas, ONL and ONEQ propose to have BD's registered representatives ("Representatives") who are, or will become, duly licensed insurance agents, solicit sales of the Contracts; and

Whereas, ONEQ delegates to BD, to the extent legally permitted, training and certain administrative responsibilities and duties in connection with sales of the Contracts;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

1. APPOINTMENT

ONL and ONEQ hereby appoint BD to supervise solicitations of the Contracts, and to facilitate solicitations of sales of the Contracts which are described in the Schedule(s) of Commissions attached hereto.

2. REPRESENTATIONS

- a. ONL, ONEQ and BD each represents to the others that it and the below signed officers have full power and authority to enter into this Agreement.
- b. ONEQ represents to BD that it is registered as a Broker/Dealer under the Securities Exchange Act of 1934 ("1934 Act") and under the securities laws of each jurisdiction in which such registration is required for the sale of the Contracts and that ONEQ is a member of the FINRA.
- c. BD represents to ONEQ that it is registered as a Broker/Dealer under the 1934 Act and under the securities laws of each jurisdiction in which such registration is

required for the sale of the Contracts, and that the BD is a member of the FINRA.

- d. ONL represents to BD that the Contracts, including related separate accounts, shall comply with the registration and all other applicable requirements of the 1933 Act and the Investment Company Act of 1940 ("1940 Act"), and the rules and regulations thereunder, including the terms of any order of the SEC with respect thereto.
- e. ONL represents to BD that the Contracts it issues have been duly filed and approved by the state insurance departments in such jurisdictions where it is authorized to transact business, unless otherwise indicated in the Schedule of Commissions.
- f. ONL represents to BD that the Registration Statement and any post-effective amendments and any supplements thereto, as filed or to be filed with the SEC, as of their respective dates, contain or will contain, all statements and information which are required to be stated therein by the 1933 Act and the 1940 Act and in all respects conform or will conform, to the requirements thereof.

3. COMPLIANCE WITH FINRA CONDUCT RULES AND FEDERAL AND STATE SECURITIES AND STATE INSURANCE LAWS

BD agrees to abide by all rules and regulations of the FINRA, including its Conduct Rules, and to comply with all applicable state and federal laws and the rules and regulations of authorized regulatory agencies affecting the sale of the Contracts.

4. LICENSING AND/OR APPOINTMENT OF REPRESENTATIVES

BD certifies that any Representative who requests appointment from ONL, has not been convicted of a felony or a misdemeanor involving fraud or dishonesty. BD shall assist ONL and ONEQ in the licensing and/or appointment of Representatives under applicable insurance laws to sell the Contracts (see attached General Letter of recommendation). BD understands that ONL reserves the right to refuse to appoint any Representative or, once appointed, to thereafter terminate the same. BD shall notify ONEQ if any Representative ceases to be a registered representative of BD,

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Exhibit
A-1

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or if any Representative becomes the subject of adverse action (e.g., an amended U-4).

5. SUPERVISION OF REPRESENTATIVES

BD shall have full responsibility for training and supervision of all Representatives who are engaged directly or indirectly in the offer or sale of the Contracts and all such persons shall be subject to the control of BD with respect to such persons' activities in connection with the sale of the Contracts. BD shall comply with the administrative procedures of ONL and ONEQ involving state and federal securities law and state insurance law.

Before Representatives engage in the solicitation of applications for the Contracts, BD will cause: (1) the Representatives to be registered representatives of BD; (2) the Representatives to qualify under applicable federal and state laws to engage in the sale of the Contracts; (3) the Representatives to be trained in the sale of the Contracts; and (4) the Representatives to limit solicitations for the Contracts to jurisdictions where ONL has authorized such solicitation.

BD is specifically charged with the responsibility of supervising and reviewing its Representatives' use of sales literature and advertising and all other communications with the public in connection with the Contracts. No sales solicitation, including the delivery of supplemental sales literature or other such materials, shall occur, be delivered to, or used with a prospective purchaser unless accompanied or preceded by appropriate then current prospectus(es).

In the event a Representative fails to meet the BD's rules and standards with respect to the solicitation of Contracts, BD shall act to terminate the sales activities of such Representative relating to the Contracts.

6. SALES PROMOTION MATERIAL AND ADVERTISING

No sales promotion materials or advertising relating to the Contracts shall be used by BD unless the specific items have been approved in writing by ONL.

7. SECURING APPLICATIONS

All applications for Contracts shall be made on application forms supplied by ONL. BD will review all sales for suitability and all applications for completeness and correctness as to form. BD will promptly, but in no case later than the end of the next business day following receipt by BD, forward to ONL all complete and correct applications for suitable transactions, together with any payments received with the applications. ONL reserves the right to reject any Contract application and return any payment made in connection with

an application which is rejected. Contracts issued on accepted applications will be forwarded to BD or its Representatives for delivery to the Contract Owner within five (5) days after the date of issue, unless otherwise agreed by the parties hereto.

8. PAYMENTS RECEIVED BY BD

All premium or annuity purchase payments (hereinafter collectively referred to as "Payments") are the property of ONL and shall be transmitted to ONL by BD immediately in accordance with the administrative procedures of ONL without any deduction or offset for any reason, unless otherwise agreed by the parties hereto. CUSTOMER PREMIUM CHECKS SHALL BE MADE PAYABLE TO THE ORDER OF "OHIO NATIONAL LIFE".

9. COMMISSIONS PAYABLE

Commissions payable in connection with the Contracts shall be paid to BD, or its affiliated insurance agency, according to the Commission Schedule(s) relating to this Agreement as they may be amended from time to time and in effect at the time the Contract Payments are received by ONL. ONL reserves the right to: revise the Commission Schedules at any time upon at least thirty (30) days prior written notice to BD. ONL also reserves the right to adjust the compensation payable on sales of ONL products that replace existing ONL contracts and offset future compensation payable to BD against any compensation to be returned to ONL by BD. Compensation to the BD's Representatives for Contracts solicited by the Representatives and issued by ONL will be governed by an agreement between BD and its Representatives and its payment will be the BD's responsibility. In those states where express assignment of commissions is required, BD hereby assigns its Representatives' commissions to its affiliated insurance agency for those states.

BD will not pay any compensation to a Representative licensed pursuant to this Agreement until such Representative is authorized to receive such compensation under applicable state law.

The terms of compensation shall survive this Agreement unless the Agreement is terminated for cause by ONL, provided that BD remains a broker-dealer in good standing with the FINRA and other state and federal regulatory agencies and that BD remains the broker-dealer of record for the account.

10. CANCELLATION OF POLICY

If ONL refunds premiums or returns Contract value and waives surrender charges on any Contract for any reason, then no commission will be payable with respect to said premiums and any commission previously paid for said premiums shall

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be refunded to ONEQ. However, ONL will not refund premiums or return Contract value and waive surrender charges to satisfy customer complaints without prior notification to BD.

ONEQ agrees to notify BD within thirty (30) days after it receives notice from ONL of any premium refund or a commission chargeback.

11. ADDITIONAL PARTY TO THIS AGREEMENT

In the event that BD is not licensed as an insurance agency in any state where it wishes to solicit contracts, but utilizes an affiliated entity to satisfy state insurance laws, such affiliated entity shall sign this Agreement and BD shall countersign this Agreement, and BD and its affiliated entity shall be duly bound thereby. All references to BD in this Agreement shall include any affiliated entity.

12. HOLD HARMLESS AND INDEMNIFICATION PROVISIONS

No party to this Agreement will be liable for any obligation, act or omission of the other. Each party to this Agreement will hold harmless and indemnify ONL, ONEQ, and BD as appropriate, for any loss or expense suffered as a result of the actual or alleged violation of, or noncompliance with, any applicable law or regulation or for a breach of this Agreement by a party or by an Associated Person of that party. The term "Associated Person" as used herein shall be defined consistently with the definition of such term as contained in Article I of the FINRA By-laws.

13. NON-ASSIGNABILITY PROVISION

This Agreement may not be assigned by any party except by mutual consent.

14. NON-WAIVER PROVISION

Failure of any party to terminate the Agreement for any of the causes set forth in this Agreement will not constitute a waiver of the right to terminate this Agreement at a later time for any of these causes.

15. AMENDMENTS

ONL and ONEQ each reserves the right to unilaterally amend this Selling Agreement in order to comply with any law, rule or regulation, provided, however, any such change or amendment shall become effective after thirty (30) days prior written notice is delivered to the address provided in the Selling Agreement.

Any other changes or amendments to the Selling Agreement shall not be effective unless thirty (30) days prior written notice is provided and unless agreed to by the parties in writing, if the change is proposed by the BD, or as evidenced by submission of additional applications if proposed by ONL or ONEQ.

16. INDEPENDENT CONTRACTORS

BD and its Representatives are independent contractors with respect to ONL and ONEQ.

17. NOTIFICATION OF DISCIPLINARY PROCEEDINGS

BD agrees to notify ONEQ in a timely fashion of any disciplinary proceedings against any of BD's Representatives arising from the solicitation of sales of the Contracts or any threatened or filed arbitration action or civil litigation arising out of BD's solicitation of the Contracts.

18. BOOKS AND RECORDS

ONL, ONEQ and BD agree to maintain their books, accounts and records so as to clearly and accurately disclose the nature and details of transactions and to assist each other in the timely preparation of records. ONEQ and BD shall each submit such records to the regulatory and administrative bodies which have jurisdiction over ONL or the underlying mutual fund shares.

Each party to this Agreement shall promptly furnish to the other party any reports and information which the other party may reasonably request for the purpose of meeting its reporting and recordkeeping requirements under the insurance laws of any state, under federal and state securities laws or under the rules of the FINRA.

19. LIMITATIONS

No party other than ONL shall have the authority on behalf of ONL to make, alter, or discharge any Contract issued by ONL, to waive any forfeiture or to grant, permit, or extend the time of making any Payments, or to alter the forms which ONL may prescribe, or to substitute other forms in place of those prescribed by ONL; or to enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of ONL.

20. TERMINATION

This Agreement may be terminated at the option of any party upon sixty (60) days written notice to the other parties, or

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without notice at the option of any party hereto upon a material breach by any party of the covenants and terms of this Agreement.

21. NOTICE

All notices to ONL and ONEQ relating to this Agreement should be sent to One Financial Way, Cincinnati, Ohio 45242, ATTN: Legal Department. All notices to BD shall be duly given if mailed to the address shown below, or if otherwise delivered to ONL in a manner mutually agreed upon before the attempted delivery.

22. GOVERNING LAW/SEVERABILITY

This agreement will be construed in accordance with the laws of the State of Ohio. Should any provision of this Agreement be held unenforceable, those provisions not affected by the determination of unenforceability shall remain in full force and effect.

23. GENERAL CONDUCT OF BD

BD expressly agrees that neither it nor its Representatives will induce agents to leave ONL; engage in any course of conduct to systematically replace Contracts issued by ONL; or recommend or cause the surrenders of cash values of the Contracts to purchase or exchange for insurance policies or annuities issued by other insurance companies, unless such action is in the best interests of the customer; or otherwise do anything prejudicial to ONL's interest or that of its customers. This provision will continue in force after the termination of this Agreement.

24. CUSTOMER COMPLAINTS

In the event a complaint is received by ONL or ONEQ from a customer, ONL or ONEQ will advise BD as soon as possible of the existence and nature of the complaint. BD shall have a reasonable amount of time, not to exceed ten (10) days unless otherwise agreed to by the Parties, to resolve the complaint.

In the event the complaint is not resolved, ONL may, in its sole discretion, refund premiums or return contract values and waive surrender charges or otherwise act to resolve the customer's complaint.

In the event a complaint is made by a customer or to a state or federal regulatory agency or filed with an appropriate self-regulatory organization, BD shall fully cooperate with ONL in responding to the complaint, including providing all documents and records reasonably requested by ONL.

25. REQUIRED ELEMENTS OF THIS AGREEMENT

This agreement is not complete unless it includes a Commission Schedule, and the General Letter of Recommendation, both of which are incorporated herein by reference.

26. ANTI-MONEY LAUNDERING PROCEDURES

BD represents that it has adopted, implemented and will maintain an anti-money laundering compliance program as required by law. BD further warrants that before submitting applications and funds to ONL and ONEQ, BD will ensure that customers have been properly identified and the details of the transaction verified in accordance with the latest anti-money laundering requirements and guidelines. BD agrees to provide periodic evidence and details of its anti-money laundering procedures as requested by ONL and ONEQ.

27. PRIVACY

BD represents that it has adopted and implemented procedures to safeguard consumer information and records that are reasonably designed to (i) insure the security and confidentiality of BD's customer records and information; (ii) protect against any anticipated threats or hazards to the security or integrity of customer records and information; (iii) protect against unauthorized access to or use of BD's customer records or information that could result in substantial harm or inconvenience to any customer; (iv) protect against unauthorized disclosure of non-public personal information to unaffiliated third parties; and (v) otherwise ensure BD's compliance with Regulation S-P.

BD agrees to indemnify ONL against any and all claims, liability, expense or loss in any way arising out of BD's failure to adopt and implement these and such other privacy or confidentiality procedures that may be in the future required by law or regulation.

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THE OHIO NATIONAL LIFE INSURANCE COMPANY
OHIO NATIONAL LIFE ASSURANCE CORPORATION

BY: Thomas A. Barqueld

Title: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC.

BY: Thomas A. Barqueld

Title: Vice Chairman & Chief Distribution Officer

BROKER DEALER

169291 [REDACTED]
Firm CRD # Tax ID Number

Veritas Independent Partners
(Name)

1150 Bob Courtyard Dr, Suite 50
(Street Address)

Conway, Ar 72032
(City, State/Zip)

BY: Debra Shannon

Title: C.C.O.

BROKER-DEALER INSURANCE AFFILIATE

BY: Debra Shannon

Title: Owner

Form 8507A

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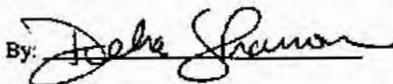
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GENERAL LETTER OF RECOMMENDATION

The undersigned broker-dealer, on behalf of itself and its insurance affiliate(s), if any, certifies the following in conjunction with the submission of licensing/appointment papers for any applicant as agent of The Ohio National Life Insurance Company or Ohio National Life Assurance Corporation ("ONL"), and broker-dealer will, upon request, forward proof of compliance with same to ONL in a timely manner.

1. We have made a thorough and diligent inquiry and investigation into the character and background of this applicant, as well as identity, residence, personal history, and experience and instruction, and are satisfied that the applicant is of good moral character, financially responsible, trustworthy and qualified to act as your agent.
2. We have on file a current U-4 form which was completed by the applicant, and we have fulfilled all the necessary investigative requirements for the registration of the applicant as a registered representative of our FINRA member firm. The applicant is presently registered as an FINRA registered representative.
3. We certify that the applicant meets all state-specific requirements for the states in which the applicant wishes to be appointed, including all educational requirements, and that we have obtained all necessary information about the applicant (including, where applicable, current credit reports).
4. We hereby warrant that the applicant is not applying for a license with ONL in order to place insurance chiefly and solely on his life, or lives of his relatives or associates.
5. In states where insurance agents may not solicit business for an insurance company until they are appointed with that company, we will not permit any applicant to transact insurance as an agent of ONL until duly licensed or appointed by ONL. No applicant in any of those restricted states has been permitted to write, solicit business, or act as an agent in any capacity, and they will not be so permitted until the certificate of authority or license applied for is received.

BROKER-DEALER

By: 

Its: _____

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ADDENDUM TO SELLING AGREEMENT

RE: No Commission Annuity Product

The Ohio National Life Insurance Company ("ONLIC") and Ohio National Equities, Inc. ("ONEQ") are pleased to provide registered representatives, and their immediate family members, the opportunity to purchase an ONcore Value contract or ONcore Xtra contract as owner which provides for an earnings credit of 5% (in addition to any other credit provided for under the contract) to be added to the contract upon payment of any purchase payments to the contract. Notwithstanding Section 9 of the existing Selling Agreement, no commissions will be paid to the broker dealer on these annuity contracts purchased by registered representatives and members of their immediate family. Immediate family members include the registered representative's spouse and children.

For each such purchase, ONLIC must receive written notice (which may include electronic mail and facsimile) authorized by the branch manager or OSJ supervisor indicating the names of the owner, annuitant and registered representative, and the relationship of the parties. ONLIC will treat the credits as earnings on the annuity contract and will generally tax report upon withdrawal from the annuity contract. ONLIC makes no warranties or representation as to the tax treatment of the credit. If the contract is cancelled under the Right to Cancel provision of the contract, ONLIC will recoup the credit plus any interest paid on the credit amount if the credit was deposited in the enhanced dollar cost averaging account. Applicable withdrawal charges will apply to the credit if it is withdrawn from the contract before the expiration of the surrender charge period.

The sale of such contract is not a direct sale and is subject to the terms of our current Selling Agreement, except as such agreement is modified. Please sign below to provide your authorization to effectuate the amendment to the terms of our current Selling Agreement.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

BY: Thomas A. Barefield
 NAME: THOMAS BAREFIELD
 TITLE: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC.

BY: Thomas A. Barefield
 NAME: THOMAS BAREFIELD
 TITLE: Vice Chairman & Chief Distribution Officer

Acknowledged and agreed to:

BROKER DEALER

BY: Debra Shannon
 NAME: Debra Shannon
 TITLE: CCO

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FIXED AND VARIABLE INSURANCE ADDENDUM

WHEREAS, the parties hereto have entered into a Selling Agreement in order to enable BD and its Representatives to sell ONL variable products, namely ONCore variable annuities; and

WHEREAS, the parties wish to authorize BD and its Representatives to sell ONL life insurance products, which include variable life insurance ("variable contracts") and insurance and annuity contracts which are not variable contracts and not subject to regulation as securities under federal or state law ("fixed contracts"); and

WHEREAS, ONL desires to market the fixed contracts through BD's affiliated insurance agency ("Agency") and BD's Representatives;

NOW, THEREFORE, the parties hereto agree to supplement the Agreement, with regard to sales of variable life insurance policies, as follows:

1. **Incorporation by Reference.** The terms and provisions of the Selling Agreement are incorporated herein and made applicable to the solicitation, delivery and servicing of variable contracts and fixed contracts, except as follows:

(a) Ohio National Equities, Inc. ("ONEQ"), the principal underwriter of ONL's variable products, is only a party to this addendum with respect to variable life contracts. ONL, including both The Ohio National Life Insurance Company and Ohio National Life Assurance Corporation, is the issuer of the fixed contracts.

(b) References in the Selling Agreement to Contracts shall, for purposes of this addendum, also be references to fixed annuities and fixed life insurance policies issued by ONL.

(c) The compensation supplement attached to, and incorporated into, this addendum, shall apply to the sales of variable contracts and fixed contracts issued by ONL. The compensation payable to the Agency under said compensation supplement is subject to such future changes as are made applicable to the variable and fixed contracts described therein.

2. **Underwriting.** BD shall cause its Representatives to comply with all procedures established by ONEQ or ONL for soliciting, completing and transmitting applications and orders and shall comply with ONL's rules and practices in regards to insurance underwriting and acceptance of risks.

3. **Purchase Payments.** A payment made to BD, or BD's receipt of a check or other negotiable instrument payable to ONL, shall not constitute payment to, or receipt by, ONL, except for BD's receipt of the initial payment necessary to place in force or to reinstate a policy or to effect its delivery. BD shall not make any representations to policy owners or premium payors contrary to the foregoing.

4. **Limits on Authority.** BD and its Representatives have no authority to accept any past due payment on behalf of ONEQ or ONL; to approve evidence of insurability for ONL; or to bind ONEQ or ONL by making or receiving any promises, representations or notices contrary to or inconsistent with the terms and provisions of the variable or fixed contracts, the prospectuses therefor (if any) or any sales literature developed or approved by ONL or ONEQ.

5. **Delivery of Policies.** No variable or fixed insurance policy shall be delivered unless and until the minimum premium payment required to place the policy in effect has been paid by the purchaser, nor unless BD, through its Representatives, is reasonably satisfied, based upon its own knowledge and upon reasonable inquiry to the proposed insured, that the proposed insured is, at the time of policy delivery, in the same health and insurable condition as represented in the application for the policy.

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6. **Confirmations.** Contemporaneous confirmations are not provided on variable universal life policies for purchase payments made by automatic bank drafts, payroll deduction or other automated and regularly scheduled methods of payment pre-authorized by the purchaser. Confirmation of such payments appears on the annual statement for the policy provided to the policy owner on the occasion of each policy anniversary.

7. **Application of ONL Rules and Practices.** The then-current rules and practices of ONEQ and ONL shall govern the payment and adjustment of compensation under the following circumstances:

- (a) if issuance of the policy is based on any modification of the insurer's rules;
- (b) if the policy issued causes the total insurance for the insured to exceed the insurer's retention limit;
- (c) if any premium or cost of insurance is waived on account of disability;
- (d) if any temporary, extra premium or any extra premium on account of travel, residence or aviation is paid; or
- (e) if no other applicable provision of this Agreement controls.

**THE OHIO NATIONAL LIFE INSURANCE COMPANY
OHIO NATIONAL LIFE ASSURANCE CORPORATION**

By: Thomas A. Barzield
Title: Vice Chairman + Chief Distribution Officer
Date: 8/25/14

OHIO NATIONAL EQUITIES, INC.

By: Thomas A. Barzield
Title: Vice Chairman + Chief Distribution Officer
Date: 8/25/14

**BROKER DEALER (identified in Agreement)
(on behalf of itself and Agency)**

Firm: Veritas Independent Partners
By: Dale Shannon
Title: C.E.O.
Date: 8-21-14

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ADDENDUM TO SELLING AGREEMENT

The Selling Agreement by and between The Ohio National Life Insurance Company and Ohio National Life Assurance Corporation (collectively referred to as "ONL"), Ohio National Equities, Inc. ("ONEQ"), and your firm ("BD"), is amended as follows.

1. All references to the National Association of Securities Dealers ("NASD") contained within the Selling Agreement are hereby deleted and replaced with the Financial Industry Regulatory Authority ("FINRA").

2. Section 7 of the Selling Agreement is hereby amended by inserting the following at the end of the section:

"BD may use electronic order tickets with the consent of ONL, provided that the order is not for a sale which is a replacement. If BD submits electronic order tickets for Contracts, BD represents and warrants that the electronic order ticket for the purchase of a Contract operates as an electronic signature from the registered representative representing that no replacement is involved in the sale."

3. Section 18 of the Selling Agreement is hereby amended by inserting the following at the end of the section:

"BD agrees to provide periodic evidence and to certify that it is in compliance with all applicable state insurance laws, federal and state securities laws and rules of FINRA as requested by ONL and ONEQ."

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ADDENDUM TO SELLING AGREEMENT

RE: No Commission Annuity Product

The Ohio National Life Insurance Company ("ONLIC") and Ohio National Equities, Inc. ("ONEQ") are pleased to provide registered representatives, and their immediate family members, the opportunity to purchase an ONcore Premier contract as owner which provides for an earnings credit of 5% (in addition to any other credit provided for under the contract) to be added to the contract upon payment of any purchase payments to the contract. Notwithstanding Section 9 of the existing Selling Agreement, no commissions will be paid to the broker dealer on these annuity contracts purchased by registered representatives and members of their immediate family. Immediate family members include the registered representative's spouse and children.

For each such purchase, ONLIC must receive written notice (which may include electronic mail and facsimile) authorized by the branch manager or OSJ supervisor indicating the names of the owner, annuitant and registered representative, and the relationship of the parties. ONLIC will treat the credits as earnings on the annuity contract and will generally tax report upon withdrawal from the annuity contract. ONLIC makes no warranties or representation as to the tax treatment of the credit. If the contract is cancelled under the Right to Cancel provision of the contract, ONLIC will recoup the credit plus any interest paid on the credit amount if the credit was deposited in the enhanced dollar cost averaging account. Applicable withdrawal charges will apply to the credit if it is withdrawn from the contract before the expiration of the surrender charge period.

The sale of such contract is not a direct sale and is subject to the terms of our current Selling Agreement, except as such agreement is modified. Please sign below to provide your authorization to effectuate the amendment to the terms of our current Selling Agreement.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

BY: Thomas A. BarefieldNAME: THOMAS BAREFIELDTITLE: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC.

BY: Thomas A. BarefieldNAME: THOMAS BAREFIELDTITLE: Vice Chairman & Chief Distribution Officer

Acknowledged and agreed to:

BROKER DEALER: Veritas Independent PartnersBY: Debra ShannonNAME: Debra ShannonTITLE: C.C.O

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Life Insurance Commission Schedule Ohio National Financial Services

First-Year Commission (as a percentage of first year premiums paid on policies produced by Dealer's Representatives) ⁽¹⁾

Product	Rate
Term Insurance	
10, 15 and 20-year Term	90
Variable Universal Life	
Virtus VUL	80
Universal Life	
V-Pro UL	100

Product	Rate
Whole Life	
Prestige Value III \$25,000-\$99,999	105
Prestige Value III \$100,000 +	100
Prestige Performance	90
Prestige Xcel	90
Prestige Max: Ages 0-50 \$25,000 - \$99,000	85
Prestige Max: Ages 51-54 \$25,000 - \$99,000	80
Prestige Max: Ages 55-70 \$25,000 - \$99,000	70
Prestige Max: Ages 0-50 \$100,000 +	80
Prestige Max: Ages 51-54 \$100,000 +	70
Prestige Max: Ages 55-70 \$100,000 +	60

⁽¹⁾ Commission rates shown payable to Maximum Commissionable Premium (MCP). Amounts in excess of MCP is paid at Renewal Commission rates (shown below).

Renewal Commissions (as a percentage of premiums paid in the second and later policy years)

POLICY PLANS	POLICY YEARS									
	2	3	4	5	6	7	8	9	10	11+
Prestige Value, Prestige Max, Prestige Performance & Prestige Xcel	15%	15%	7.5%	7.5%	3%	3%	3%	3%	3%	3%
API Rider	3	3	3	3	3	3	3	3	3	3
V-Pro UL	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Virtus VUL	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5

Any life insurance commissions payable will continued to be paid to the Broker Dealer of record (Servicing Broker Dealer) while the Selling Agreement remains in force and will be paid on a particular life insurance policy as long as the policy remains in force.



January, 2013

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**Ohio National
Financial Services**

Life changes. We'll be there.

ONCORE COMMISSION SCHEDULE

Please check which ONcore products firm can sell:

<input checked="" type="checkbox"/>	Premier
<input checked="" type="checkbox"/>	Value
<input checked="" type="checkbox"/>	Lite
<input checked="" type="checkbox"/>	Xtra

On the following pages, please mark which Commission Options your Registered Representative can choose.

Section A: allows the firm to control which Commission Options your Registered Representatives may choose from. If Section A is filled in, then in A2 the firm needs to pick a default option for cases where reps fail to make the choice on their application.

Also, if Section A is filled in, the reps will need to fill in the Rep Option on each client application (under their signature).

Section B: allows the firm to choose one Commission Option for all business. If this section is selected, reps will not need to fill in the Rep Option on the application.

Please sign page 5 of the Oncore Commission Schedule and return it along with the Selling Agreement for proper Commission processing.

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SCHEDULE OF COMMISSIONS - HD

COMMISSIONS FOR PURCHASERS AGE 60 and UNDER

	Option 1	Option 2	Option 3	Option 4	Option 5
Initial Premium ¹	6.00%	5.00%	1.00%	7.00%	3.00%
Add-on premiums	6.00%	5.00%	1.00%	7.00%	3.00%
Trails ²					
Deposit Yrs 2-6	0.00%	0.25%	1.00%	0.00%	0.80%
Deposit Yrs 7 +	1.00%	1.00%	1.00%	0.00%	0.80%

Commissions for purchasers age 61 - 85:

	Option 1	Option 4	Option 5
Initial Premium	3.00%	3.50%	1.50%
Add-on premiums	3.00%	3.50%	1.50%
Trails ²			
Deposit Yrs 2-6	0.00%	0.00%	0.40%
Deposit Yrs 7 +	1.00%	0.00%	0.40%

1: You must select either A¹ or B:

A: Firm allows Registered Representative to choose from the following options:

Option 1	Option 2	Option 3	Option 4	Option 5
<input checked="" type="checkbox"/>				

1a: If A is selected, part 2 must be completed.

A2: If individual broker fails to select option, default will be:

Option 1	Option 2	Option 3	Option 4	Option 5
<input checked="" type="checkbox"/>				

B: Firm chooses one option for all business:

Option 1	Option 2	Option 3	Option 4	Option 5

Annuitant must be living at time of policy delivery.
 There will be a 100% chargeback if the policy is not taken during the free look period.
 A chargeback of 1% will apply to contracts surrendered in years one and two if option 4 is chosen.
 There will be a 100% chargeback if death occurs within the first six months.
 There will be a 50% chargeback if death occurs within the second six months.

2: Trails are calculated on the quarterly anniversary by multiplying the trail basis³ by the quarterly trail rate.
 For policies with multiple premiums, the trail basis is multiplied by the trail basis ratio⁴.
³The trail basis equals the average between the contract value on the quarterly anniversary and the contract value 90 days prior.
⁴The trail basis ratio is the portion of premium that is due a trail on the quarterly anniversary.

Trail commissions will continue to be paid to broker dealer of record while the Selling Agreement remains in force and will be paid on a particular contract until the contract is surrendered or annuitized.

We reserve the right to adjust commissions on policies annuitized during the first contract year.

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SCHEDULE OF COMMISSIONS - IBD

COMMISSIONS FOR PURCHASERS AGE 80 and UNDER

	Option 1	Option 2	Option 3
Initial Premium ¹	5.00%	4.00%	0.70%
Add-on premiums	5.00%	4.00%	0.70%
Trails ²			
Deposit Yrs 2-6	0.00%	0.00%	0.70%
Deposit Yrs 7 +	0.00%	0.50%	0.70%

Commissions for purchasers age 81 - 85:

	Option 1	Option 2	Option 3
Initial Premium	2.00%	2.00%	2.00%
Add-on premiums	2.00%	2.00%	2.00%
Trails ²			
Deposit Yrs 2-6	0.00%	0.00%	0.00%
Deposit Yrs 7 +	0.50%	0.50%	0.50%

1: You must select either A¹ or B:
A: Firm allows Registered Representative to choose from the following options:

Option 1	Option 2	Option 3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1a: If A is selected, part 2 must be completed.

A2: If individual broker fails to select option, default will be:

Option 1	Option 2	Option 3
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B: Firm chooses one option for all business:

Option 1	Option 2	Option 3
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Annuitant must be living at time of policy delivery.
 There will be a 100% chargeback if the policy is not taken during the free look period.

There will be a 100% chargeback if death occurs within the first six months.
 There will be a 50% chargeback if death occurs within the second six months.

2: Trails are calculated on the quarterly anniversary by multiplying the trail basis³ by the quarterly trail rate.
 For policies with multiple premiums, the trail basis is multiplied by the trail basis ratio⁴.
³The trail basis equals the average between the contract value on the quarterly anniversary and the contract value 90 days prior.
⁴The trail basis ratio is the portion of premium that is due a trail on the quarterly anniversary.

Trial commissions will continue to be paid to broker dealer of record while the Selling Agreement remains in force and will be paid on a particular contract until the contract is surrendered or annuitized.

We reserve the right to adjust commissions on policies annuitized during the first contract year.

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SCHEDULE OF COMMISSIONS - IBD

COMMISSIONS FOR PURCHASERS AGE 80 and UNDER

	Option 1	Option 2
Initial Premium ¹	6.00%	4.00%
Add-on premiums	6.00%	4.00%
Trails ²		
Deposit Yrs 2-4	0.00%	1.00%
Deposit Yrs 5+	1.00%	1.00%

COMMISSIONS FOR PURCHASERS AGE 81 to 85

	Option 1	Option 2
Initial Premium	3.00%	2.00%
Add-on premiums	3.00%	2.00%
Trails ²		
Deposit Yrs 2-4	0.00%	1.00%
Deposit Yrs 5+	1.00%	1.00%

1: You must select either A¹ or B:

A: Firm allows Registered Representative to choose from the following options:

Option 1	Option 2
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

1a: If A is selected, part 2 must be completed.

A2: If individual broker fails to select option, default will be:

Option 1	Option 2
<input checked="" type="checkbox"/>	<input type="checkbox"/>

B: Firm chooses one option for all business:

Option 1	Option 2
<input type="checkbox"/>	<input type="checkbox"/>

Annuitant must be living at time of policy delivery.
There will be a 100% chargeback if the policy is not taken during the free look period.

There will be a 100% chargeback if death occurs within the first six months.
There will be a 50% chargeback if death occurs within the second six months.

2: Trails are calculated on the quarterly anniversary by multiplying the trail basis⁴ by the quarterly trail rate.
For policies with multiple premiums, the trail basis is multiplied by the trail basis ratio⁵.
⁴The trail basis equals the average between the contract value on the quarterly anniversary and the contract value 90 days prior.
⁵The trail basis ratio is the portion of premium that is due a trail on the quarterly anniversary.

Trail commissions will continue to be paid to broker dealer of record while the Selling Agreement remains in force and will be paid on a particular contract until the contract is surrendered or annuitized.

We reserve the right to adjust commissions on policies annuitized during the first contract year.

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SCHEDULE OF COMMISSIONS - IBD

COMMISSIONS FOR PURCHASERS AGE 80 and UNDER

	Option 1	Option 2	Option 3	Option 4
Initial Premium ¹	5.00%	4.00%	4.00%	3.00%
Add-on premiums	5.00%	4.00%	4.00%	3.00%
Trails ²				
Deposit Yrs 2 - 8	0.00%	0.25%	0.00%	0.25%
Deposit Yrs 9 +	0.00%	0.25%	1.00%	1.00%

1: You must select either A^{1a} or B:

A: Firm allows Registered Representative to choose from the following options:

Option 1	Option 2	Option 3	Option 4
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

1a: If A is selected, part 2 must be completed.

A2: If individual broker fails to select option, default will be:

Option 1	Option 2	Option 3	Option 4
<input checked="" type="checkbox"/>			

B: Firm chooses one option for all business:

Option 1	Option 2	Option 3	Option 4

Annuitant must be living at time of policy delivery.

There will be a 100% chargeback if the policy is not taken during the free look period.

There will be a 100% chargeback if death occurs within the first six months.

There will be a 50% chargeback if death occurs within the second six months.

Trails are calculated on the quarterly anniversary by multiplying the trail basis³ by the quarterly trail rate.

For policies with multiple premiums, the trail basis is multiplied by the trail basis ratio⁴.

³The trail basis equals the average between the contract value on the quarterly anniversary and the contract value 90 days prior.

⁴The trail basis ratio is the portion of premium that is due a trail on the quarterly anniversary.

Trail commissions will continue to be paid to broker dealer of record while the Selling Agreement remains in force and will be paid on a particular contract until the contract is surrendered or annuitized.

We reserve the right to adjust commissions on policies annuitized during the first contract year.

OHIO NATIONAL LIFE INSURANCE COMPANY

By: Thomas A. Barefield
 Name: Thomas A. Barefield
 Title: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC

By: Thomas A. Barefield
 Name: Thomas A. Barefield
 Title: Vice Chairman & Chief Distribution Officer

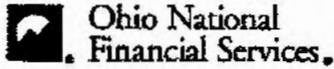
Acknowledged and agreed to:

BROKER DEALER:

By: Debra Shuman
 Name: Debra Shuman
 Title: COO
 Date: 8-25-14

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The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation

P.O. Box 5308 Cincinnati, Ohio 45201-5308
Telephone: 1.888.698.3941

ONcore Commission Addendum

This Addendum, to update the chargeback terms in your ONcore Schedule of Commissions, shall supplement the Schedule of Commissions currently in effect under the Selling Agreement between your firm and The Ohio National Life Insurance Company, Ohio National Life Assurance Corporation and Ohio National Equities, Inc. This Addendum applies to all sales of ONcore variable annuities.

Effective Immediately:

There will be a 100% commission chargeback if the annuitant's death occurs within the first 6 months of the ONcore contract.

There will be a 50% commission chargeback if the annuitant's death occurs within the second 6 months of the ONcore contract.

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ADDENDUM TO SELLING AGREEMENT

The Selling Agreement by and between The Ohio National Life Insurance Company and Ohio National Life Assurance Corporation (collectively referred to as "ONL"), Ohio National Equities, Inc. ("ONEQ"), and your firm ("BD"), is amended as follows.

1. Section 7 of the Selling Agreement is hereby amended by inserting the following at the end of the section:

"BD may use electronic order tickets with the consent of ONL. If BD submits electronic order tickets for Contracts, BD represents and warrants that the electronic order ticket for the purchase of a Contract operates as an electronic signature from the registered representative representing whether or not a replacement is involved in the sale. If a replacement is involved, BD agrees to forward all required replacement paperwork and notices to ONL."

2. All other terms and conditions of the Selling Agreement remain in full force and effect.

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GROUP VARIABLE ANNUITY ADDENDUM

WHEREAS, the parties hereto have entered into a Selling Agreement in order to enable BD and its Representatives to sell ONL variable products, namely life insurance and annuity products; and

WHEREAS, the parties wish to authorize BD and its Representatives to sell ONL group annuity products, which may include SEC-registered group variable annuities and non-registered group variable annuities; and

WHEREAS, ONL desires to market the group variable annuities through BD's affiliated insurance agency ("Agency") and BD's representatives;

NOW, THEREFORE, the parties hereto agree to supplement the Agreement, with regard to sales of group variable annuities, as follows:

1. **Incorporation by Reference.** The terms and provisions of the Selling Agreement are incorporated herein and made applicable to the solicitation, delivery, and servicing of group variable annuities, except as follows:
 - (a) References in the Selling Agreement to Contracts shall, for purposes of this Addendum, also be references to group variable annuity contracts issued by ONL.
 - (b) The compensation supplement attached to, and incorporated into, this Addendum, shall apply to the sales of group variable annuity contracts issued by ONL. The compensation payable to the Agency under said compensation supplement is subject to such future changes as are made applicable to the group variable annuity contracts and the compensation payable thereunder described therein.
2. **Purchase Payments.** A payment made to BD or BD's receipt of a check or other negotiable instrument payable to ONL shall not constitute payment to, or receipt by, ONL. BD shall not make representations to contract holders or premium payers contrary to the foregoing.
3. **Application of ONL Rules and Practices.** The then-current rules and practices of ONEQ and ONL shall govern the payment and adjustment of compensation under the following circumstances: (a) if issuance of the policy is based on any modification of ONL's rules, or (b) if no other applicable provision of this agreement controls.
4. **Modifications and Waivers.** Neither BD nor its Representatives shall have the authority to modify or waive any provision of any group contract issued by ONEQ or to bind ONEQ or ONL with BD's representatives.
5. **Delivery.** BD and its Representatives shall promptly deliver group variable annuity contracts to purchasers within the delivery period established by the issuer and consistent with ONL's policies and procedures.

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THE OHIO NATIONAL LIFE INSURANCE COMPANY

By: Thomas A. Barzield
Title: Vice Chairman + Chief Distribution Officer
Date: 8/25/14

OHIO NATIONAL EQUITIES, INC.

By: Thomas A. Barzield
Title: Vice Chairman + Chief Distribution Officer
Date: 8/25/14

BROKER DEALER (Identified in Agreement)
(On behalf of itself and Agency)

Veritas Independent Partners
Broker Dealer Firm
150 Bob Courtney Dr. Suite 50
Address
Conway, Ar 72032
City, ST, ZIP

By: Debra Shannon
Signature
Debra Shannon
Print name
Title: CEO
Date: 8-25-14

Group variable annuity products are issued by The Ohio National Life Insurance Company. Product, product features and rider availability vary by state. Issuers are not licensed to conduct business and products not distributed in AK, HI and NY.

FOR FINANCIAL PROFESSIONAL USE ONLY. NOT FOR USE WITH THE GENERAL PUBLIC.

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**Commission Schedules
Effective June 17, 2013**

5	0.00%	0.00%
6	1.00%	0.20%
7	2.00% ¹	0.40%
8	0.50%	0.10%
A	0.00%	0.00%
F	0.10%	0.10%
G	0.20%	0.20%
H	0.30%	0.30%
J	0.40%	0.40%
K	0.50%	0.50%
L	0.60%	0.60%
M	0.70%	0.70%
N	0.90%	0.90%

¹ There is a 100% chargeback of deposit commissions if the Contract is terminated during the first 24 months following the Contract Date. We reserve the right to charge back deposit commissions for excess deposit contributions. We reserve the right to process a prorated chargeback of deposit commissions in the first two Contract years for yearly cash outflows in excess of 10% of commissionable deposit contributions to date.

² Total Contract Charges (exclusive of any non-commission-based charges) are based upon the sum of both the deposit and trail commission options selected.

³ Trail commissions are paid quarterly and are calculated on the average monthly contract balance during the quarter as long as the Contract remains in effect and a duly appointed Representative of BD is servicing the contract to Ohio National's satisfaction.

*The 2% deposit commission is available only for deposit contributions of \$2 million or less.

- * No deposit commissions will be paid once notice of plan termination has been received by Ohio National.

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DISABILITY INCOME INSURANCE ADDENDUM

WHEREAS, the parties hereto have entered into a Selling Agreement in order to enable BD and its Representatives to sell ONL variable products; and

WHEREAS, the parties wish to authorize BD and its Representatives to sell ONL disability income insurance products ("DI products"), which are not variable contracts and not subject to regulation as securities under federal or state law; and

WHEREAS, ONL desires to market the DI products through BD's affiliated insurance agency ("Agency") and BD's Representatives;

NOW, THEREFORE, the parties hereto agree to supplement the Selling Agreement, with regard to sales of disability income insurance products, as follows:

1. **Incorporation by Reference.** The terms and provisions of the Selling Agreement are incorporated herein and made applicable to the solicitation, delivery and servicing of DI products, except as follows:
 - (a) ONL, including both The Ohio National Life Insurance Company and Ohio National Life Assurance Corporation, is the issuer of the DI products.
 - (b) References in the Selling Agreement to Contracts shall, for purposes of this addendum, also be references to disability income insurance policies issued by ONL.
 - (c) The compensation supplement attached to, and incorporated into, this addendum, shall apply to the sales of disability income insurance policies issued by ONL. The compensation payable to the Agency under said compensation supplement is subject to such future changes as are made applicable to the disability income insurance policies described therein.
2. **Underwriting.** BD shall cause its Representatives to comply with all procedures established by ONL for soliciting, completing and transmitting applications and orders and shall comply with ONL's rules and practices in regards to insurance underwriting and acceptance of risks.
3. **Purchase Payments.** A payment made to BD, or BD's receipt of a check or other negotiable instrument payable to ONL, shall not constitute payment to, or receipt by, ONL, except for BD's receipt of the initial payment necessary to place in force a policy or to effect its delivery. BD shall not make any representations to policy owners or premium payors contrary to the foregoing.
4. **Limits on Authority.** BD and its Representatives have no authority to accept any part due payment on behalf of ONL; to approve evidence of insurability for ONL; or to bind ONL by making or receiving any promises, representations or notices contrary to or inconsistent with the terms and provisions of the disability income insurance policies or any sales literature developed or approved by ONL.
5. **Delivery of Policies.** No disability income insurance policy shall be delivered unless and until the minimum premium payment required to place the policy in effect has been paid by the purchaser, nor unless BD, through its Representatives, is reasonably satisfied, based upon its own knowledge and upon reasonable inquiry to the proposed insured, that the proposed insured is, at the time of policy delivery, in the same health and insurable condition as represented in the application for the policy.
6. **Application of ONL Rules and Practices.** The then-current rules and practices of ONL shall govern the payment and adjustment of compensation under the following circumstances:
 - (a) if issuance of the policy is based on any modification of the insurer's rules;
 - (b) if the policy issued causes the total insurance for the insured to exceed the insurer's retention limit;
 - (c) if any premium or cost of insurance is waived on account of disability;

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- (d) if any temporary, extra premium or any extra premium on account of travel, residence or aviation is paid; or
- (e) if no other applicable provision of this Agreement controls.

7. Entire Agreement. Except as set forth in this Addendum, the Selling Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Selling Agreement, the terms of this Addendum will control.

**THE OHIO NATIONAL LIFE INSURANCE COMPANY
OHIO NATIONAL LIFE ASSURANCE CORPORATION**

By: Thomas A. Barygield
 Title: Vice Chairman & Chief Distribution Officer
 Date: 8/25/14

OHIO NATIONAL EQUITIES, INC.

By: Thomas A. Barygield
 Title: Vice Chairman & Chief Distribution Officer
 Date: 8/25/14

**BROKER DEALER (identified in Agreement)
(on behalf of itself and Agency)**

Firm: Veritas Independent Partners
 By: Dolan Shannon
 Title: CCO
 Date: 8-25-14

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Disability Income Commission Schedule Ohio National Financial Services

First –Year Commission (as a percentage of first year premiums paid on policies produced by Dealer's Representatives) ⁽¹⁾

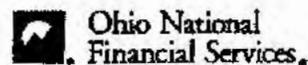
ContinuON Income Solutions	Comp Rate
Product Name	
<ul style="list-style-type: none"> • Non – Cancellable Policy • Business Overhead Expense • Disability Buy – Sell Policy 	
Year 1	75%
Year 2 Thru 10	10%
Year 11 +	3%

- Commission rates shown are payable to Maximum Commissionable Premium (MCP). Amounts in excess of MCP are paid at Renewal Commission rates (shown below).
- Commission on Disability Income is paid as earned. In the event of any commission charge back, it will be charged back to the broker dealer.
- In the event of any policy cancellation, including death, for any model premium paid other than monthly, the commissions will be charged back to the broker dealer
- based on the pro-rated refunded premium.

Renewal Commissions (as a percentage of premiums paid in the second and later policy years)

POLICY PLANS	POLICY YEARS									
	2	3	4	5	6	7	8	9	10	11+
Non – Cancellable Policy	10%	10%	10%	10%	10%	10%	10%	10%	10%	3%
Business Overhead Expense	10%	10%	10%	10%	10%	10%	10%	10%	10%	3%
Disability Buy – Sell Policy	10%	10%	10%	10%	10%	10%	10%	10%	10%	3%

Any Disability Insurance Commissions payable will continue to be paid to the Broker Dealer of record (Servicing Broker Dealer) while the Selling Agreement remains in force and will be paid on a particular Disability Income Insurance policy as long as the policy remains in force.



January, 2014

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The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation



One Financial Way
Cincinnati, Ohio 45242
Telephone: 513.794.6100
Fax: 513.794.6425

ON-Net Access - Staff Authorization

Please authorize and establish the means for the employees of Veritas Ind. Partners a Broker-Dealer, identified on the attached Schedules, to have access to ON-Net, Ohio National's Web site for sales associates. Supervisory employees of the Broker-Dealer (Schedule A), Non-Supervisory employees of the Broker-Dealer (Schedule B), and Commission Processing employees of a Broker-Dealer back office (Schedule C) may be granted ON-Net account access through this form.

- (1) Employees of the Broker-Dealer identified on Schedule A hold responsibility for the supervision of the Broker-Dealer's operations and/or supervision of the activities of insurance producers and registered representative employed by or under contract with the Broker-Dealer. These employees may be Principals who hold supervisory duties with respect to the sale of securities. These employees may have access to all information available through ON-Net including reports and information about the customers of the Broker-Dealer who hold life insurance policies or annuity contracts issued by Ohio National.
- (2) Employees of the Broker-Dealer identified on Schedule B, who do not hold supervisory responsibilities, will have access to all information available through ON-Net except for reports and/or any information or capabilities that provide access to personal health or personal financial information about customers of Ohio National.
- (3) Employees of the Broker-Dealer identified on Schedule C, who hold the responsibility for processing commission payments related to Ohio National business, will have access to information or capabilities that provide the necessary financial information needed to facilitate processing commission payments to representatives.

Mutual Understandings for Delegating Access to ON-Net

I understand that the designated employees will have access to ON-Net with certain capabilities while visiting the Web site and that the level of access depends on the responsibilities of the employees as assigned by the Broker-Dealer. The Broker-Dealer accepts responsibility for supervising the use of ON-Net by these employees in accordance with the delegations hereby requested. Further, the Broker-Dealer accepts responsibility to give Ohio National prompt notice when the ON-Net access capability delegated to any of these employees should be terminated for any reason. The account access hereby delegated to each employee will remain active until the Broker-Dealer notifies Ohio National that an account should be terminated.

No employee of the Broker-Dealer granted access to ON-Net through this delegation is a Registered Representative of the Broker-Dealer. Registered Representatives appointed by Ohio National will have their own access rights to ON-Net.

Each employee of the Broker-Dealer granted access to ON-Net through this delegation has read and accepted the terms of the ON-Net Terms and Conditions of Use and the Broker-Dealer has maintained a copy of that acceptance.

Delegation of ON-Net access hereby granted remains subject to the terms and conditions of the selling agreement established by and between Ohio National, and its subsidiaries, and the Broker-Dealer.

On behalf of Veritas Independent Partners hereby acknowledge and accept the terms and conditions of the delegation of ON-Net access to the employees identified herein.

Debra Shannon
Signature

8/21/14
Date

Debra Shannon
Printed Name

C.C.O
Title

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SCHEDULE A
ON-Net Access -- Staff Authorization
Supervisory Level Accounts
For

Veritas Independent Partners a Broker-Dealer

	Name	Title	E-mail address
A	Debra Shannon	CC	debra@veritasmail.com
B	Gail Murdoch	Owner-principal	gail@veritasmail.com
C			
D			
E			
F			
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One account per line with a maximum of 26 between Supervisory and Non-Supervisory Accounts

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SCHEDULE B
ON-Net Access -- Staff Authorization
Non-Supervisory Level Accounts

Veritas Independent Farmers ^{For} _____ a Broker-Dealer

	Name	Title	E-mail address
A	<i>Debra Shannon</i>	<i>CCO</i>	<i>debra@veritasmail.com</i>
B	<i>Gail Murdoch</i>	<i>Owner, Principal</i>	<i>gail@veritasmail.com</i>
C			
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One account per line with a maximum of 26 between Supervisory and Non-Supervisory Accounts

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**SCHEDULE C
ON-Net Access
Back Office Level Accounts**

Name Veritas Independent Partners a Broker-Dealer

	Name	Title	E-mail address	Phone Number
A	Debra Shannon	CCO	debra@veritasmail.com	501-358-681
B	Gail Murdoch	Owner/principal	gail@veritasmail.com	501-358-681
C				
D				
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Keep one account per line with a maximum of 26.

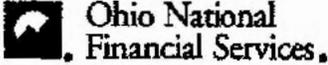
Please return the completed form to:
Ohio National Financial Services
Attn: Institutional Sales - Dept. #42
One Financial Way
Cincinnati, OH 45242

Form 1204 Rev. 4/09

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The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation



Post Office Box 237
Cincinnati, Ohio 45201-0237
Telephone: 513.794.6100

Direct Deposit Authorization Agreement

Complete the direct deposit authorization agreement and forward to Institutional Sales Compensation – Dept. 71B

I hereby authorize The Ohio National Life Insurance Company ("Company") to initiate credit entries to our firm's account indicated below for recurring payroll transactions. This authority is to remain in full force and effect until the Company has received written notification from us of its termination in such time and in such manner as to allow the Company reasonable time to act upon it. I understand the Company makes no representation as to the tax consequences resulting from directing compensation to the referenced account.

1. Firm Information

Veritas Independent Partners
Firm Name
1150 Bob Courtney Dr. Suite 50
Address
501-358-6131
Phone Number

Delia Stamm
Authorized Firm Representative (required)

Additional Authorized Firm Representative (optional)

2. Bank Information (checking account only)

Centennial Bank
Bank Name
620 Chestnut St, Conway Ar 72032
Bank Address
501-328-4663
Bank Phone Number

[REDACTED]
Bank Routing Number

[REDACTED]
Bank Account Number

Signature & Title
of Authorized Firm
Representative (required)

Delia Stamm

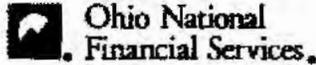
Date 8-25-14

NOTE: A pre-note will be sent to the designated bank for account verification purposes. Please allow up to 10 days for verification process to complete.

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The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation



One Financial Way
Cincinnati, Ohio 45242
Telephone: 513.794.6100
Fax: 513.794.4502

ON-Net Access - Back Office Authorization

Please authorize and establish the means for certain back office employees of Veritas Ind. Partners, a Broker-Dealer, as identified on the attached Schedule, to have ON-Net account access upon Broker-Dealer's execution of this form.

Employees of the Broker Dealer identified on the attached Schedule, who hold the responsibility for processing commission payments related to Ohio National business, will have access to information or capabilities that provide the necessary financial information needed to facilitate processing commission payments to representatives.

Mutual Understandings for Delegating Access to ON-Net

I understand that the designated employees will have access to ON-Net with certain capabilities while visiting the Web site and that the level of access will depend on the responsibilities of the employees as assigned by the Broker-Dealer. The Broker-Dealer accepts responsibility for supervising the use of ON-Net by these employees in accordance with the internet delegations hereby requested and in accordance with the terms of the selling agreement in effect. Further, the Broker-Dealer agrees to give Ohio National prompt notice when the ON-Net access capability delegated to any of these employees is terminated for any reason or in the event of a security incident that could result in harm or inconvenience to customer. The account access hereby delegated to each employee will remain active until the Broker-Dealer notifies Ohio National that an account should be terminated.

No employee of the Broker-Dealer granted access to ON-Net through this delegation is a Registered Representative of the Broker-Dealer. Registered Representatives appointed by Ohio National will have their own access rights to ON-Net.

Each employee of the Broker-Dealer granted access to ON-Net through this delegation has read and accepted the terms of the ON-Net Terms and Conditions of Use and the Broker-Dealer has maintained a copy of that acceptance.

Delegation of ON-Net access hereby granted remains subject to the terms and conditions of the selling agreement established by and between Ohio National, and its subsidiaries, and the Broker-Dealer.

On behalf of Veritas Ind. Partners I hereby acknowledge and accept the terms and conditions of the delegation of ON-Net access to the employees identified herein.

Debra Shannon
Signature

8-21-14
Date

Debra Shannon
Printed Name

C.C.O
Title

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**Broker-Dealer Commissions Department
ON-Nex Access
Back Office Level Accounts**

Name Veritas Independent Partners, a Broker-Dealer

	Name	Title	E-mail address	Phone Number
A	Debra Shannon	CCO	debra@veritasmail.com	501-358-3161
B	Gail Murdoch	Managing Member	gail@veritasmail.com	501-358-3161
C		Owner-Principal		
D				
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Keep one account per line with a maximum of 26.

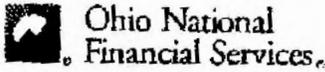
Please return the completed form to:
Ohio National Financial Services
Attn: Institutional Sales - Dept. #42
One Financial Way
Cincinnati, OH 45242

Form 1204-C 2/11

Page 2 of 2

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The Ohio National Life Insurance Company
Ohio National Life Assurance Corporation

Post Office Box 237
Cincinnati, Ohio 45201-0237
Telephone: 513.794.6100
Fax #: 513.794.4502

Representative Data Sheet

Broker-Dealer Name: Veritas Independent Partners

Wholesaler/Regional Vice President Name: Shawn Martin

Branch Address: 1150 Bob Courtway Dr Suite 50
Conway Ar 72032

Phone: (501) 358-6131 Fax: (501) 730-0404

Agent Name: R. Gail Murdoch
First Middle Last

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Home Address: [REDACTED]
(Street Address)

[REDACTED]
(City, State and Zip)

Phone: [REDACTED] Fax: (501) 730-0404

E-mail Address, if any: gail@veritasmail.com

State Where Application was Signed: _____

- Ohio National will appoint you in the state where the application was taken. We need:
- (1) copies of all applicable insurance licenses (if Initial licensing must be processed, there will be a significant time delay);
 - (2) CRD status report to obtain variable appointment.

Certain states require additional information to be collected and/or additional forms to be signed and filed. We will contact you if you request appointment in any of those states to review the requirements with you.

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8/25/2014

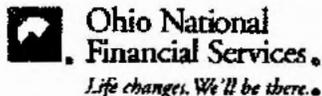
Web CRD - Registrations Summary With Current Empl... [User Name: dshannon10, OrgID: 169291]

Registrations with Current Employers**Individual CRD#: 3171059****Individual Name: MURDOCH, REBECCA G****Firm CRD #: 169291****Firm Name : VERITAS INDEPENDENT PARTNERS, LLC****Employment Start Date****08/04/2014**

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GP	08/04/2014	08/20/2014	APPROVED	08/20/2014
FINRA	GS	08/04/2014	08/20/2014	APPROVED	08/20/2014
AR	AG	08/04/2014	08/22/2014	APPROVED	08/22/2014
AR	RA	08/04/2014	08/05/2014	APPROVED	08/05/2014

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**OHIO NATIONAL FINANCIAL SERVICES
BROKER-DEALER INFORMATION REQUEST SHEET**

Firm Information:

Legal Name of Firm: Veritas Independent Partners, LLC
Home Office Address: 1150 Bob Courtway Dr, Suite 50
Conway, Ar 72032
Firm Taxpayer ID#: [REDACTED] Firm CRD#: 1169291
Telephone #: 501-358-8161 Fax #: 501-730-0404

Note: Any request to set up a new Selling Agreement must include copies of all corporate licenses in any state where an active representative of the broker dealer may solicit business and a copy of the CRD status report for the broker dealer.

If you use the insurance licenses of corporate affiliates, the following information is required, along with a letter of affiliation explaining the business relationship between the broker-dealer and the corporate affiliates:

Holder of Insurance Licenses:

Legal Name of Corporate Affiliate(s): Veritas Independent Partner
Business Address: 1150 Bob Courtway Dr, Suite 50, Conway, Ar 72032
Telephone: 501-358-0131 Fax: 501-730-0404
Taxpayer ID # of Affiliate(s): [REDACTED]
States in which each affiliate is licensed: AR

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**OHIO NATIONAL FINANCIAL SERVICES
BROKER-DEALER INFORMATION REQUEST SHEET**

Firm Administrative and Operating Contacts:

Due Diligence & Compliance:

Name: Debra Shannon Title: CCO
E-mail: debra@veritasmail.com Phone: 501-358-6131
Fax: 501-730-0404

Marketing:

Name: Gail Murdoch Title: Principal
E-mail: gail@veritasmail.com Phone: 501-358-6131
Fax: 501-730-0404

Annuities:

Name: Debra Shannon Title: CCO
E-mail: debra@veritasmail.com Phone: 501-358-6131
Fax: 501-730-0404

Licensing:

Name: Debra Shannon Title: CCO
E-mail: debra@veritasmail.com Phone: 501-358-6131
Fax: 501-730-0404

Commissions:

Name: Debra Shannon Title: CCO
E-mail: debra@veritasmail.com Phone: 501-358-6131
Fax: 501-730-0404

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BUSINESS PROCESSING BY STATE		
ALABAMA	YES	
ALASKA	N/A	Ohio National is not appointed as a company to do business in this state
ARIZONA	NO APPOINTMENT STATE	
ARKANSAS	YES	
CALIFORNIA	YES	
COLORADO	NO APPOINTMENT STATE	
CONNECTICUT	YES	
DELAWARE	YES	
DIST OF COLUMBIA	YES	
FLORIDA	YES	
GEORGIA	NO	Appointment is effective when the appointment request is forwarded to the state
HAWAII	N/A	Ohio National is not appointed as a company to do business in this state
IDAHO	YES	
ILLINOIS	NO APPOINTMENT STATE	
INDIANA	NO APPOINTMENT STATE	
IOWA	YES	
KANSAS	YES	
KENTUCKY	YES	Rep must show proof of Errors & Omissions coverage to be appointed in this state
LOUISIANA	YES	
MAINE	YES	
MARYLAND	YES	
MASSACHUSETTS	YES	
MICHIGAN	YES	
MINNESOTA	YES	
MISSISSIPPI	YES	
MISSOURI	NO APPOINTMENT STATE	
MONTANA	YES	
NEBRASKA	YES	
NEVADA	YES	
NEW HAMPSHIRE	YES	
NEW JERSEY	YES	
NEW MEXICO	YES	
NEW YORK	YES	

5

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NORTH CAROLINA	YES	
NORTH DAKOTA	YES	
OHIO	YES	
OKLAHOMA	YES	
OREGON	NO APPOINTMENT STATE	
PENNSYLVANIA	YES	
RHODE ISLAND	NO APPOINTMENT STATE	
SOUTH CAROLINA	YES	
SOUTH DAKOTA	YES	
TENNESSEE	YES	
TEXAS	YES	
UTAH	NO APPOINTMENT STATE	
VIRGINIA	YES	
VERMONT	YES	
WASHINGTON	YES	
WISCONSIN	YES	
WEST VIRGINIA	YES	
WYOMING	YES	

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2014 USA PATRIOT ACT COMPLIANCE CERTIFICATIONThe undersigned Broker-Dealer, Veritas Independent Partners

(name of broker-dealer firm)

hereby certifies to Ohio National Financial Services, Inc. and any and all subsidiaries, and, if applicable, to National Security Life and Annuity Company, that it is in full compliance with the rules and regulations as established by the USA PATRIOT Act as follows:

1. Broker-Dealer has appointed an Anti-Money Laundering Officer;
2. Broker-Dealer has created and implemented policies, procedures and controls designed to reasonably prevent money laundering or the financing of terrorist activities;
3. Broker-Dealer provides ongoing Anti-Money Laundering training of personnel/registered representatives;
4. Broker-Dealer provides for independent review and testing of the Anti-Money Laundering Program;
5. Broker-Dealer files all applicable currency transaction or suspicious activity reports required under the Bank Secrecy Act, USA PATRIOT Act or FINRA rules;
6. Broker-Dealer obtains all necessary documentation and information from all customers as required under Section 326 of the USA PATRIOT Act;
7. Broker-Dealer verifies each customer's identity to ensure reasonable certainty of each customer's identity;
8. Broker-Dealer maintains all appropriate records required to be retained under the USA PATRIOT Act and applicable FINRA rules; and
9. Broker-Dealer allows Anti-Money Laundering books and records to be examined by the appropriate regulatory authorities.

Additionally, Broker-Dealer certifies that it complies with the sanctions programs administered by the Office of Foreign Assets Control ("OFAC"), and certifies that, through its clearing brokers, it maintains an OFAC compliance program which includes procedures for checking applicant names and persons with signature authority over contracts against the OFAC lists of sanctioned governments and specially-designed nationals, terrorists, and narcotics traffickers, and for screening wire transfers and other payments against the OFAC lists. Broker-Dealer agrees to alert Ohio National Financial Services, Inc., and if applicable, National Security Life and Annuity Company, in writing of any significant changes it might make to its Anti-Money Laundering Program.

Broker-Dealer is a U.S. Securities broker-dealer, registered with and subject to regulation by, the U.S. Securities and Exchange Commission and FINRA, in addition to various other regulatory organizations.

Certified this 25 day of August, 2014 by an authorized officer of the Broker-Dealer.

Broker Dealer: <u>Veritas Ind. Partners</u>	Tax ID: <u>[REDACTED]</u>
Address: <u>Debra Shannon</u> <u>1150 Bobo Courtway Dr, Suite 50</u>	Print Name: <u>Debra Shannon</u>
City: <u>Columbus</u>	Signature: <u>Debra Shannon</u>
State: <u>Ar</u> Zip: <u>72032</u>	Title: <u>CCO</u>
Phone Number: <u>501-358-6131</u>	E-Mail: <u>debra@veritasmail.com</u>

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2014 ANNUITY SUITABILITY CERTIFICATION

The undersigned Broker-Dealer, Veritas Independent Partners
(name of broker-dealer firm)
hereby certifies to Ohio National Financial Services, Inc. and any and all subsidiaries, and, if applicable, to National Security Life and Annuity Company (collectively "Insurer"), that the Selling Firm:

- (1) is a registered broker-dealer and a member of FINRA;
- (2) supervises sales of the Insurer's annuity contracts by the Selling Firm's registered representatives; and
- (3) has established and currently maintains a system to supervise recommendations to customers by or through the Selling Firm or its affiliates regarding the purchase or exchange of fixed and variable annuity products, as applicable, issued by the Insurer, which system is reasonably designed to achieve compliance with:
 - (a) all state insurance laws or regulations based on the NAIC Suitability and Annuity Transaction Model Regulation, the Regulation as revised, or otherwise pertaining to annuity sales practices if and to the extent that such laws and regulations are applicable to the Selling Firm; and
 - (b) all FINRA conduct rules regarding suitability, including but not limited to, Rule 2320 and Rule 2330 if and to the extent that such rules are applicable to the Selling Firm; and
- (4) has adopted and implemented written policies and procedures reasonably designed to achieve compliance with applicable laws, rules and regulations referenced above; and
- (5) conducts periodic reviews of its records to confirm that the Selling Firm is in compliance with applicable laws, rules and regulations referenced above.

The Selling Firm acknowledges and agrees that the Insurer may review the Selling Firm's compliance with this Certification.

The undersigned represents that he/she (1) is a senior manager of the Selling Firm who, in conjunction with others, has responsibility for overseeing suitability of annuity sales, (2) has a reasonable basis on which to make this certification, and (3) is authorized to provide this certification on behalf of the Selling Firm.

Certified this 25 day of August, 2014 by an authorized officer of the Broker-Dealer.

Broker Dealer: Veritas Independent Partners, Inc. [REDACTED]

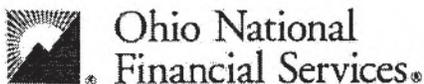
Address: 1150 Bob Courtway Dr, Suite 50 Print Name: Debra Shannon

City: Conway Signature: Debra Shannon

State: Ar Zip: 72032 Title: P.C.O

Phone Number: 501-358-6131 E-Mail: debra@veritasmail.com

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One Financial Way
Cincinnati, Ohio 45242

Post Office Box 237
Cincinnati, Ohio 45201-0237
513.794.6100
ohionational.com

September 21, 2018

Veritas Independant Partners Llc
Ste 50
1150 Bob Courtway Dr
Conway, AR 72032-4773

RE: Selling Agreement

To Whom It May Concern:

This letter is to provide notice of termination of any and all selling agreements, as amended, by and between you and any of your affiliates and The Ohio National Life Insurance Company, Ohio National Life Assurance Corporation and Ohio National Equities, Inc. Termination will be effective December 12, 2018. Pursuant to the agreement, all individual annuity trail compensation will cease at that time. All group variable annuity trail compensation and life insurance renewal commissions will continue to be paid per the terms of the selling agreement.

You will be receiving information shortly about the terms for servicing your clients after termination of the selling agreement(s).

If you have any questions, please direct them to legal@ohionational.com.

Sincerely,

A handwritten signature in black ink, appearing to read "William C. Price".

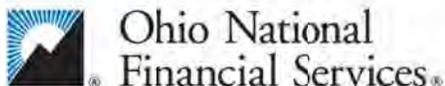
William C. Price
Senior Vice President & Assistant General Counsel

Exhibit

A-2

One Financial Way
Cincinnati, Ohio 45242

Post Office Box 237
Cincinnati, Ohio 45201-0237
513.794.6100
ohionational.com



September 21, 2018

Veritas Independent Partners Llc
Ste 50
1150 Bob Courtway Dr
Conway, AR 72032-4773

RE: Ongoing Servicing

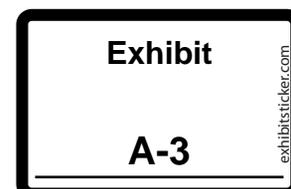
To Whom It May Concern:

This letter pertains to the variable insurance policies and variable annuity contracts issued by The Ohio National Life Insurance Company and its subsidiary, Ohio National Life Insurance Assurance Corporation (collectively, "ONL"), for which your firm is designated as broker-of-record and your registered representatives (your "Representatives") are designated as representatives-of-record (the "Variable Contracts") and to the fixed insurance policies and annuity contracts, including fixed indexed annuities, issued by ONL for which your Representatives are designated as the agent of record (collectively with the Variable Contracts, the "Contracts").

As you know, we recently notified you of a termination of your firm's selling agreement with ONL and Ohio National Equities, Inc. for the distribution of the Contracts, effective December 12, 2018. However, ONL will continue to maintain the designations of your firm and your Representatives as broker-of-record and representative-of-record, respectively, on its records and is willing to continue to provide you with access to ON-Net (or other ONL advisor portal) and provide you customer information through ON-Net, customer service, written correspondence and, where available, through the DTCC (collectively the "Customer Information Services") to continue to service the Contracts, in the case of each Contract until the Contract is canceled or your firm is no longer designated as broker-of-record for the Contract, subject to the following paragraph.

So long as your firm and your Representatives continue to access information related to the Contracts through the Customer Information Services, your firm shall, and shall cause your Representatives to, comply with all applicable laws and regulations related to the servicing of the Contracts. Your firm shall, and shall cause your Representatives to, comply with ONL's policies and procedures regarding the security and privacy of information related to the Contracts made available to you or your Representative through the Customer Information Services, including compliance with all applicable cybersecurity laws and regulations. In addition, your firm shall hold harmless and indemnify ONL for any loss or expense suffered as a result of any violation of, or noncompliance with, any applicable law or regulation, related to the servicing of the Contracts or to any information accessed or information or orders entered via the Customer Information Services or any fraudulent use of the Customer Information Services.

(Over)



Your firm shall be deemed to have consented to the terms and conditions of this letter if your firm or your Representatives continue to access information related to the Contracts through the Customer Information Services. If your firm is unwilling to comply with the terms and conditions of this letter, please notify us so that we can restrict access to the Customer Information Services.

If you have any questions about any of the information in this letter, feel free to contact us at legal@ohionational.com.

Sincerely,

A handwritten signature in black ink, appearing to read "William C. Price". The signature is written in a cursive style with a large, prominent initial "W".

William C. Price
Senior Vice President & Assistant General Counsel