

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

VERITAS INDEPENDENT PARTNERS, LLC,	:	Case No. 1:18-cv-769
	:	
and	:	Judge Douglas Cole
	:	
AVANTAX INVESTMENT SERVICES, INC.,	:	
	:	
on behalf of all others similarly situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
THE OHIO NATIONAL LIFE INSURANCE COMPANY; OHIO NATIONAL LIFE ASSURANCE CORPORATION; OHIO NATIONAL EQUITIES, INC.; and OHIO NATIONAL FINANCIAL SERVICES, INC.,	:	

Defendants.

[CORRECTED] FIRST AMENDED CLASS ACTION COMPLAINT¹

Plaintiffs Veritas Independent Partners, LLC (“Veritas”) and Avantax Investment Services, Inc. (formerly known as H.D. Vest Investment Securities, Inc.) (“Avantax”), both individually and on behalf of all others similarly situated (the “Class”), bring this action against The Ohio National Life Insurance Company, Ohio National Life Assurance Corporation, Ohio National Equities, Inc., and Ohio National Financial Services, Inc. (collectively, “Defendants”) seeking class-wide relief arising out of Defendants’ unlawful decision to stop paying contractually agreed-upon trail commissions.

¹ Under Rule 15, ONL has consented to the filing of this corrected First Amended Class Action Complaint.

PARTIES

1. Plaintiff Veritas Independent Partners, LLC is an Arkansas limited liability company with a principal place of business at 2201 Washington Avenue, Suite 2, Conway, Arkansas 72034.

Veritas's two members are citizens of and reside in Arkansas. Veritas is an independent broker dealer registered with the FINRA.

2. Veritas offers investment and advisory products and services directly to retail customers through representatives who are licensed and registered with FINRA, with the United States Securities and Exchange Commission and with state insurance agencies.

3. Plaintiff Avantax Investment Services, Inc., is a Texas corporation with a principal place of business at 6333 N. State Highway 161, Fourth Floor, Irving, Texas 75038. Avantax is an independent broker dealer registered with the FINRA. Avantax was previously known as H.D. Vest Investment Securities, Inc., but consummated a corporate name change, effective in October 2019.

4. Avantax offers investment and advisory products and services directly to retail customers through representatives who are licensed and registered with FINRA, with the United States Securities and Exchange Commission and with state insurance agencies. Avantax is the seventh largest broker-dealer in the United States by number of representatives.

5. Some of the financial products selected by Veritas and Avantax to be available to clients are created by third parties such as Defendants, with whom Veritas and Avantax enters into selling and/or servicing agreements.

6. In those circumstances, the revenue that Veritas and Avantax receives is based on the commissions paid by those third parties, including Defendants, in connection with those financial products.

7. Defendant The Ohio National Life Insurance Company (“ONLIC”) is a corporation organized under the laws of Ohio, with a principal place of business at One Financial Way, Cincinnati, Ohio 45242. ONL is a wholly-owned subsidiary of Ohio National Financial Services, Inc., which has the same principal place of business.

8. Defendant Ohio National Life Assurance Corporation (“ONLAC”) is a corporation organized under the laws of Ohio, with a principal place of business at One Financial Way, Cincinnati, Ohio 45242. Ohio National Life Assurance Corporation is a wholly-owned subsidiary of The Ohio National Life Insurance Company.

9. Defendant Ohio National Equities, Inc. (“ONEQ”) is a corporation organized under the laws of Ohio, with a principal place of business at One Financial Way, Cincinnati, Ohio 45242, and upon information and belief is a duly registered broker dealer and an underwriter of most if not all of the contracts giving rise to trail commissions at issue in this class action.

10. Upon information and belief, ONEQ is a wholly-owned subsidiary of The Ohio National Life Insurance Company.

11. Defendant Ohio National Financial Services, Inc. is a corporation organized under the laws of Ohio, with a principal place of business at One Financial Way, Cincinnati, Ohio 45242.

JURISDICTION AND VENUE

12. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332. The Defendants are corporations incorporated under the laws of Ohio with principal places of business in Ohio, and the amount in controversy exceeds \$5,000,000 in this class action complaint.

13. This Court has jurisdiction over Defendants because their principal place of business is in this District.

14. Defendants conducted and solicited business in the Southern District of Ohio, engaged in a persistent course of conduct in Ohio and/or derived substantial revenues from goods or services used in the Southern District of Ohio, and engaged in conduct in Ohio which caused foreseeable injuries to Plaintiffs and the Class.

ADDITIONAL FACTS

15. In or about December 2002/January 2003, Defendants ONLIC, ONLAC, ONEQ and Avantax entered into a selling agreement related to variable annuities, pursuant to which, among other things, ONLIC and ONLAC “propos[ed] to have [Avantax] . . . solicit sales of Contracts” and “supervise solicitations of sales” and to delegate “to the extent legally permitted, training and certain administrative responsibilities and duties in connection with the sales of Contracts.” (Exhibit A).

16. In 2014, Defendants ONLIC, ONLAC, ONEQ and Veritas entered into a substantially similar selling agreement (Exhibit B).

17. Plaintiffs’ selling agreements related to the sale of among other products, ONcore variable annuities and provided in Section 9 that commissions payable in connection with the Contracts shall be paid to Plaintiffs and the Class “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 [Ohio National].” See Exs. A and B ¶9.

18. Plaintiffs’ selling agreements provided that Ohio law shall govern the agreements.

19. Plaintiffs’ selling agreements called for the payment of commissions.

20. Section 9 of the Plaintiffs’ selling agreements further provided that “the terms of compensation shall survive this Agreement unless the Agreement is terminated for cause by ONL.....” *Id.*

21. Upon information and belief, that form of selling agreement with the sections described above in paragraphs 17-28 had been executed with hundreds and hundreds of other independent broker dealers as far back as 1999 and continuing for nearly two decades thereafter.

22. Upon information and belief, as of September of 2018 and December 2018, approximately two hundred and fifty other similarly situated broker dealers had executed the same or substantially similar selling agreements all with the ONLIC, ONLAC and ONEQ as parties, that included the same provisions as those set forth above in paragraphs 15-20 (hereinafter, the "Selling Agreement").

23. Under the Selling Agreement, broker dealers were to transfer to Ohio National all premiums paid by customers on each sold Contract with the Contract application, so Ohio National received all Contract payments up front from customers. See Ex. A, ¶8.

24. Upon information and belief during all relevant times, the commissions schedules for the Selling Agreement as amended from time to time were also standard forms for each of the variable annuities in all material ways relevant to this dispute. For example, upon information and belief the standard commission schedule for the Selling Agreement related to the sale of ONcore variable annuities in 2014 and 2015 is attached hereto as Exhibit C. These are by way of example.

25. Those standard schedules as amended from time to time identified three types of commissions that could be paid to a broker-dealer of record on a Contract: commissions on initial premiums; commissions on add-on premiums; and trail commissions on both.

26. Specifically, the commission schedules allowed broker-dealers to choose to be paid a greater amount upon the initial sale of the Contracts, or to be paid more evenly (in the form of a trail commission) over the life of the Contract. (See, Exhibit C).

27. This case is about the trail commissions.

28. A trail commission is deferred, annual compensation paid to a broker-dealer, based on both the premiums originally paid by the customer and the earnings on those premiums.

29. The commission schedules provided that Plaintiffs and the Class could choose from those commission pay out options. (*See*, Exhibit C).

30. For example, as set forth in part of the Commission Schedule below for the ONcore Premier FPDA Contracts, broker-dealers were presented with five different “Options” to choose from for a commission, and the amount of up front commissions was dependent upon the amount of trail commission chosen. The smaller the up front lump sum commission selected, the larger the trail commission paid out over time:

COMMISSIONS FOR PURCHASERS AGE 80 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%

31. One of the types of ONcore variable annuity contracts governed by the Selling Agreement were variable annuities with a Guaranteed Minimum Income Benefit Rider (“GMIB Annuity Contract”).

32. Upon information and belief, recently Ohio National concluded the pool Ohio National’s GMIB Annuity Contracts were unprofitable to Ohio National.

33. Consequently, Ohio National decided that it was in its best interest to exit as many existing GMIB Annuity Contracts as possible. On information and belief, the decision to exit the annuity business and stop paying the contractually obligated commissions related thereto was made and directed by the parent corporation, Ohio National Financial Services, Inc., and upon information and belief it was done for an improper motive and purpose of attempting to induce

broker-dealers to cause their clients to replace the GMIB Annuity Contracts the customers had already purchased.

34. Defendants initiated this scheme by announcing in September of 2018 to the Plaintiffs and the Class that they were terminating the Selling Agreement, and at that time informed the Plaintiffs and the Class that trail commissions on variable annuities would not be paid post-termination.

35. For example, on September 20, 2018, through a standard, form notice, Defendants notified Avatax that it was terminating its Selling Agreement, effective December 12, 2018. A true and accurate copy of that notice is attached as Exhibit D.

36. Then, in a follow up letter of September 21, 2018, Defendants notified Avantax through a standard, form notice, that at the termination, “all individual annuity trail compensation under the selling agreement will cease at that time....” A true and accurate copy of that letter is attached as Exhibit E.

37. Similarly, on September 21, 2018, Defendants sent a letter to Plaintiff Veritas, in which it stated it was terminating its Selling Agreement, effective December 12, 2018, and that all annuity trail commissions would stop at that time. A copy of the letter is attached hereto as Exhibit F.

38. Upon information and belief, these notices are nearly identical to those sent contemporaneously to at least two hundred and fifty other independent broker-dealers.

39. Defendants have taken the position that a uniform provision in the form commission schedules allowed it to terminate the Selling Agreement (without cause) and to stop paying trails, namely: “Trail commissions will continue to be paid to the broker dealer of record while the

Selling Agreement remains in force and will be paid on any particular contract until the contract is surrendered or annuitized.”

40. Upon information and belief, Defendants were paying tens of millions of trail commissions on the variable annuities each year to Plaintiffs and the Class, that they are now not paying but which are due and owing.

41. This conduct at issue by Defendants is widespread and caused and continues to cause damages to the Plaintiffs and the Class.

CLASS ACTION ALLEGATIONS

42. Plaintiffs bring this suit as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of itself and all members of the following Class:

All broker-dealers for whom Defendants terminated the payment of trail commissions as to ONcore variable annuities under the Selling Agreement, effective December 2018.

43. Excluded from the Class are: (1) all judicial officers presiding over this matter and members of their families; (2) Defendants, their subsidiaries, parents, successors, predecessors, affiliates over which they have a controlling interest, and their current or former employees, registered and/or securities representatives, officers, and directors; (3) counsel for Plaintiffs and Defendants (and employees of their firms); and (4) legal representatives, successors, or assigns of excluded persons.

44. The Class fulfills Federal Civil Rule 23(a).

45. The Class is so numerous that joinder of all members is impracticable. Upon information and belief approximately two hundred and fifty independent broker/dealers are owed trail commissions under the Selling Agreement at issue in this case that Defendants terminated, effective in December of 2018, through its termination letters.

46. The identities of Class Members are easily ascertainable: Ohio National was regularly in contact with the Class Members to pay commissions to the Class Members and provide information to the Class Members; Ohio National sent letters of termination to the Class Members in September of 2018; and Ohio National has provided a list of those Class Members to Plaintiffs' Counsel.

47. Common questions of law and fact exist as to all Class Members that predominate over any questions affecting only individuals Class Members, including but not limited to, the following:

- a. Whether ONLIC, ONLAC, ONEQ entered into the Selling Agreement;
- b. Whether the Selling Agreement, required ONLIC, ONLAC, ONEQ to continue to pay trail commissions after the termination of Selling Agreement without cause.
- c. The interpretation of the Selling Agreement;
- d. The interpretation of the commission schedules for the Selling Agreement;
- e. The industry standards and practices for the payment of trail commissions;
- f. The custom and practices of the Defendants;
- g. Whether ONLIC, ONLAC, ONEQ terminated the Selling Agreement;
- h. Whether ONLIC, ONLAC, ONEQ breached the Selling Agreement by terminating the payment of trail commissions after it terminated the Agreement;
- i. Whether Ohio National Financial Services, Inc. induced or caused the other Ohio National Defendants to breach the Selling Agreement;
- j. Whether Defendants are liable to Plaintiffs and Class Members for that breach;
- k. Whether Plaintiffs and Class Members are entitled to damages; and

1. Whether Plaintiffs and the Class are entitled to declaratory relief to enforce the terms of the Selling Agreement.

48. Each of the Class Member's Selling Agreement is substantially similar, by – among other things – providing that “the terms of compensation shall survive this Agreement unless the Agreement is terminated for cause”.

49. Each of the Class Member's commission schedules is substantially similar, by – among other things – providing that Defendants shall pay Plaintiffs and each Class Member trail commissions on each particular contract until the contract is surrendered or annuitized under the same or substantially similar commission schedule.

50. The evidence to demonstrate Defendants' conduct will be common to the Class, establishing a class-wide claim, including but not limited to termination letters, notices to Class members, testimony about the class-wide decision to terminate trail commissions, industry standards, customs and practices, and internal accounting records and models of Defendants that will be used to demonstrate the liability of Defendants and amount of damages owed to the Class.

51. Plaintiffs' claims are typical of the claims of the Class it will represent. Plaintiffs and all Members of the proposed Class have suffered similar injuries as a result of the same alleged illegal practices.

52. Plaintiffs have no interests adverse to the interests of the other Class Members.

53. Plaintiffs will fairly and adequately protect the interests of the Class.

54. Plaintiffs have retained attorneys well experienced in class actions and complex litigation.

55. The Class satisfies both Federal Civil Rules 23(b) and 23(c). Defendants have acted and continue to refuse to act in ways that apply generally to the proposed class, thereby making final declaratory relief described herein appropriate for the benefit of the entire Class, questions of law or fact common to the Class predominate over any questions affecting only individual members, and a class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy which is the subject of this action.

56. Certification of one or more subclasses or issues may be appropriate for certification under Federal Civil Rule 23(c).

57. The interests of judicial economy will be served by concentrating litigation concerning these claims in this Court, and the management of the Class will not be difficult.

58. Defendants have caused injury and damages to Plaintiffs and the Class through the above conduct.

59. A class action is needed to afford Plaintiffs and Class Members of their contractual rights and without it Defendants will continue to injure Plaintiffs and the Class.

CAUSES OF ACTION

Count I Breach of Contract

60. Plaintiffs repeat, reallege and incorporate by reference each and all of the allegations contained in the preceding paragraphs as if fully stated herein.

61. Plaintiffs, ONLIC, ONLAC, and ONEQ are parties to the Selling Agreement, which is a binding and enforceable contract.

62. Plaintiffs and the Class performed under the Selling Agreement.

63. ONLIC, ONLAC and ONEQ terminated Plaintiffs' and the Class' Selling Agreement without cause.

64. ONLIC, ONLAC and ONEQ then terminated the payment of trail commissions.

65. Defendants actions constitute a breach of the express terms of the Selling Agreement and the duty of good faith and fair dealing implied in every contract.

66. As a direct and proximate result of ONLIC, ONLAC and ONEQ's breach and unlawful conduct, Plaintiffs and the Class have been damaged, and ONLIC, ONLAC and ONEQ are therefore liable to Plaintiff in an amount to be determined by the Court, together with costs, interest and attorneys' fees as allowable by law.

Count II -- Declaratory Judgment Relief (28 U.S.C. §§ 2201-2202)

67. Plaintiffs repeat, reallege and incorporate by reference the allegations contained in the preceding paragraphs as if fully stated herein on their own behalf and on behalf of the Class.

68. Plaintiffs contend that ONLIC, ONLAC and ONEQ have breached the Selling Agreement and declared that they won't pay trail commissions.

69. Plaintiffs and the Class contend Defendants have an ongoing obligation to pay trail commissions and that they are entitled to damages.

70. Defendants deny they have breached the Selling Agreement.

71. Defendants further contend if they breached the Selling Agreement then under Ohio law only past damages are available, plus a declaratory judgment that Defendants are obligated to pay trail commissions in the future, rather than, an award of future damages at this time.

72. If Defendants are correct, Plaintiffs and the Class are entitled to a declaration from the Court of their rights to trail commissions in the future under the Selling Agreement and Defendants' obligation to pay the same.

73. There is an actual and justiciable controversy between the parties with regard to these issues.

COUNT III
Tortious Interference with Contract
(Solely Against Defendant Ohio National Financial Services, Inc.)

74. Plaintiffs repeat, reallege and incorporate by reference the allegations contained in each and all of the preceding paragraphs as if fully stated herein.

75. Defendant Ohio National Financial Services, Inc., without a privilege to do so, induced or otherwise purposely caused the other Ohio National Defendants to breach their obligations under the Selling Agreement to Plaintiffs and the Class.

76. Plaintiffs and the Class will be damaged as a direct result of Ohio National Financial Services, Inc.'s interference with their contractual relationships with the other Ohio National Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

1. That the Court determine, certify and order that the claims brought by the Class may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure;
2. That the Court award money damages.
3. That the Court declare Plaintiffs' and the Class' rights to trail commissions under the Selling Agreement.
4. That the Court award prejudgment and post-judgment interest.
5. That the Court award punitive damages and attorneys fees as may be permitted by law.
6. That the Court award such other relief as may be permitted by law and equity.
7. That the Court order Defendants to pay the costs of this action.

JURY DEMAND

Plaintiff demands a trial by jury on all claims.

Dated: December 23, 2019

Respectfully submitted,

VERITAS INDEPENDENT PARTNERS,
LLC AND AVANTAX INVESTMENT
SERVICES, INC.

By its attorneys,

/s/ Geoffrey J. Moul

James B. Hadden, Trial Attorney (0059315)

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CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2019, the foregoing was electronically filed with the Clerk of Courts via the CM/ECF System, which will send notification of such filing to the following:

Marion H. Little, Jr.
Christopher J. Hogan
Zeiger, Tigges & Little LLP
3500 Huntington Center
41 S. High Street
Columbus, OH 43215
little@litoio.com
hogan@litoio.com

/s/ Geoffrey J. Moul
Geoffrey J. Moul

EXHIBIT A

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.

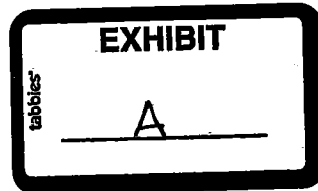
- d. ONL represents to BD that the Contracts, including related separate accounts, shall comply with the registration and all other applicable requirements of the 1933 Act and the Investment Company Act of 1940 ("1940 Act"), and the rules and regulations thereunder, including the terms of any order of 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,



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

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

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.

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

BY: _____

Title: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC.

BY: _____

Title: Vice Chairman & Chief Distribution Officer

BROKER DEALER

169291 46-3578654
Firm CRD # Tax ID Number

Veritas Independent Partners
(Name)

1150 Bob Courtway 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

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."

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: _____

Title: _____

Date: _____

OHIO NATIONAL EQUITIES, INC.

By: _____

Title: _____

Date: _____

**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

EXHIBIT B

EXHIBIT

tabbies

B

SELLING AGREEMENT

Agreement, made this _____ date of _____, 20____ by and between The Ohio National Life Insurance Company ("ONL"), an Ohio Corporation; Ohio National Life Assurance Corporation, an Ohio corporation; Ohio National Equities, Inc. ("ONEQ"), an Ohio Corporation, and H.D. Vest Investment, ("BD"), a Texas Corporation.
Sec.

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. ("NASD") and the Securities and Exchange Commission ("SEC"); and

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

Whereas, ONL and ONEQ propose to have BD's 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 Blue Sky Laws of each jurisdiction in which such registration is required for the sale of the Contracts and that ONEQ is a member of the NASD.
- c. BD represents to ONEQ that it is registered as a Broker/Dealer under the 1934 Act and under the Blue Sky 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 NASD.

- 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, 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 Contract prospectuses included in ONL's Registration Statement and in post-effective amendments thereto, 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 in all respects conform or will conform, to the requirements thereof.

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

BD agrees to abide by all rules and regulations of the NASD, 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.

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 associated with BD 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 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 "THE OHIO NATIONAL LIFE INSURANCE COMPANY."**

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 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 an agent licensed pursuant to this Agreement until such agent 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 NASD 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 values 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 be refunded to ONEQ. However, ONL will not refund premiums or return contract values 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 insurance 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 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 NASD 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

Except as stated in Paragraph 9, no amendment to this Agreement will be effective unless it is in writing and signed by all the parties hereto.

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, and under federal and state securities laws or the rules of the NASD.

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 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 will be duly given if mailed to the address shown above.

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 Contract Owner; or otherwise do anything prejudicial to ONL's interests

or do anything prejudicial to ONL's interests or that of its Contract Owners. 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.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

OHIO NATIONAL LIFE ASSURANCE CORPORATION

BY: Thomas A. Baryzelo

Title: SVP

OHIO NATIONAL EQUITIES, INC.

BY: Thomas A. Baryzelo

Title: SVP

BROKER DEALER

13686 75-1869963
Firm CRD # Tax ID Number

HD. Vest Investment Sec., Inc.
(Name)

6233 N. State Hwy. 161; 4th Floor
(Street Address)

Irving, TX 75038
(City, State, Zip)

BY: [Signature]

Title: President

BROKER-DEALER INSURANCE AFFILIATE

BY: See attached list

Title: _____

EXHIBIT C



**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 |

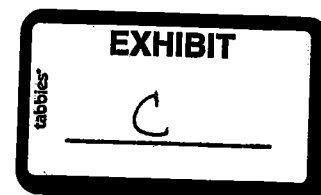
On the following pages, please mark which Commission Options your Registered Representative can choose.

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.



SCHEDULE OF COMMISSIONS - IBD

COMMISSIONS FOR PURCHASERS AGE 80 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 81 - 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 A^{1a} or B:

A: Firm allows Registered Representative to choose from the following options:				
Option 1	Option 2	Option 3	Option 4	Option 5
✓	✓	✓	✓	✓

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
✓				

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 basis* by the quarterly trail rate.

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

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

**The 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.

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 A^{1a} or B:

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

Option 1	Option 2	Option 3
<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
<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 basis* by the quarterly trail rate.

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

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

**The 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.

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 A^{1a} or B:

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

Option 1	Option 2
<input checked="" 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
<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 basis* by the quarterly trail rate.

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

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

**The 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.

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
✓	✓	✓	✓

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
✓			

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 basis* by the quarterly trail rate.
For policies with multiple premiums, the trail basis is multiplied by the trail basis ratio**.

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

**The 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: _____

Name: Thomas A. Barefield

Title: Vice Chairman & Chief Distribution Officer

OHIO NATIONAL EQUITIES, INC.

By: _____

Name: Thomas A. Barefield

Title: Vice Chairman & Chief Distribution Officer

Acknowledged and agreed to:

BROKER DEALER:

By: Debra Shannon

Name: Debra Shannon

Title: CCO

Date: 8-25-14

EXHIBIT D



One Financial Way
Cincinnati, Ohio 45242

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

September 20, 2018

HD Vest Investment Services
4th Flr
6333 N State Hwy 161
Irving, TX 75038

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.

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 that reads "William C. Price".

William C. Price
Senior Vice President & Assistant General Counsel

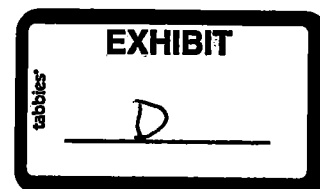


EXHIBIT E



One Financial Way
Cincinnati, Ohio 45242

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

September 21, 2018

HD Vest Investment Services
6333 N. State Highway 161
4th Floor
Irving, Texas 75038

RE: Servicing Agreement

To Whom It May Concern:

Recently, you received notice of termination of your selling agreement with The Ohio National Life Insurance Company, Ohio National Life Assurance Corporation and Ohio National Equities, Inc. (collectively "Ohio National") effective December 12, 2018. Pursuant to your selling agreement, all individual annuity trail compensation under the selling agreement 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.

This letter is to provide you a Servicing Agreement with Ohio National that will allow you to continue to service your clients with Ohio National contracts. The Servicing Agreement also provides for a service fee to be paid to you for your clients with Ohio National individual annuity contracts, except for contracts which contain a Guaranteed Minimum Income Benefit rider.

Please return a signed copy of the agreement to us in the enclosed return envelope.

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

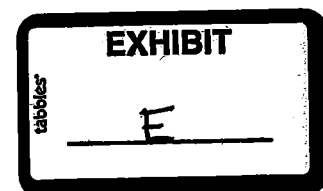


EXHIBIT F



Ohio National
Financial Services.

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

