



Producer/Agency Form

INSURER: **Fidelity & Guaranty Life Insurance Company**
Fidelity & Guaranty Life Insurance Company of New York

☐ Producer ☐ Agency ☐ Broker Dealer ☐ Fidelity & Guaranty Life Insurance Company
☐ Fidelity & Guaranty Life Insurance Company of New York

Instructions

Step 1. Complete, Sign and Date this Form. If you are a corporate principal, complete a separate form for the corporation. Forward the form(s) to your appointing agency.

Step 2. Appointing General Agencies, please complete the portion of the form authorizing the hierarchy set up and compensation.

Step 3. Once contracted and you have been given access to SalesLink, you will be asked to sign additional Agreements via an electronic signature.

MGA Name: _____ MGA Number: **000638142**

MGA Address: _____

City: _____ State: **NC** Zip Code: _____

Phone: _____ Fax: _____

To be completed by the Appointing Agency

Name of Agency: _____ AGA Code: _____

Approved compensation level/contract type(s): _____

Signature of Authorized Agent: _____ Date: _____

Producer/Agency Information

Producer/Agency Name:			
Residence Address:	City:	State:	Zip Code:
Residence Phone:	Cell Phone:		
Business Address:	City:	State:	Zip Code:
Business Phone:	Fax:	Email address:	
Date of Birth:	NPN:	CRD (if applicable):	
Social Security Number:	Gender: ☐ M ☐ F ☐ Agency	Corporation TIN Number:	
Resident State License Number:	Additional states in which you wish to be appointed:		
Florida agents must specify the counties in which your office is located or where you will solicit business:			



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If the answer to any question from 1-11 below is yes, please attach an explanation. Additional information such as supporting documents may be required.

1	Have you ever filed for bankruptcy?	☐ Yes ☐ No
2	Have you ever been the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction?	☐ Yes ☐ No
3	Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?	☐ Yes ☐ No
4	Have you ever been accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service?	☐ Yes ☐ No
5	Have you ever been alleged to have engaged in any fraud?	☐ Yes ☐ No
6	Have you ever been found to have engaged in any fraud?	☐ Yes ☐ No
7	Have you ever been convicted of any crime?	☐ Yes ☐ No
8	Have you ever been barred, fined, or disciplined by any insurance, securities, or other regulator in any jurisdiction?	☐ Yes ☐ No
9	Have you ever had your license to offer or sell insurance products or securities suspended or revoked in any jurisdiction?	☐ Yes ☐ No
10	Do you hold a current Certificate of Continuing Education for California and/or Iowa? (If yes, please attach a copy)	☐ Yes ☐ No
11	Have you taken the AML training course? (If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)	☐ Yes ☐ No

Direct Deposit Information - REQUIRED

Bank Name:		Phone Number:	
Address:		City:	State:
			Zip Code:
Routing Number:		Account Number:	
Account Type: ☐ Checking ☐ Savings		Daily EFT Pay: ☐ Check This Box to Request Daily EFT Pay Frequency	

This authorization is to remain in force until Fidelity & Guaranty has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. This authorization is governed by Maryland law, including Maryland Uniform Commercial Code.

I (we) hereby authorize FIDELITY & GUARANTY LIFE INSURANCE COMPANY or FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK ("FIDELITY & GUARANTY") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that Fidelity & Guaranty notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account by it in error, I (we) hereby authorize the Bank to return said funds to Fidelity & Guaranty upon demand and agree to hold Fidelity & Guaranty harmless from any and all liability in connection therewith. Fidelity & Guaranty will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Signature of Payee	Date



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DISCLOSURE AND AUTHORIZATION

Please be advised that a consumer report may be obtained from a consumer reporting agency, and an investigative consumer report may be made by a consumer reporting agency, for the purpose of evaluating you for engagement, reassignment, or retention as an independent contractor. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Some of this information may be obtained by contacting and interviewing your present and previous employers or references supplied by you.

Please be advised that if interviews are conducted to obtain some of the above-described information, you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation.

You also have the right to request a written summary of your rights to obtain and dispute information in consumer reports and to obtain credit scores.

By signing below, I certify that my E&O policy extends coverage to the person or entity requesting contracting and/or appointment. I agree to provide a copy of the E&O policy, if requested. Further, I understand that I am responsible for maintaining at least \$1 Million per act of Errors and Omissions coverage without interruption while my contract and appointment (s) are active with the company. I further understand and acknowledge that this a minimum level only, and if my E&O coverage needs are in excess of \$1 million, I agree to ensure that my E&O coverage needs are addressed appropriately.

By signing below, I: (i) certify that all of the information provided on this form is true and correct and I acknowledge that my failure to provide truthful and accurate information is a valid basis for the immediate termination of my relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (the "Company" in reference to either or both, as applicable), for cause; (ii) acknowledge that I have received, read, and will comply with the Company's Code of Ethical Conduct and Market Conduct Guide, and that I have received, read, and agree to be bound by the terms of the Company's Producer/Agency Agreement (each as amended from time-to-time). I understand that I can access all of these documents on SalesLink.

By signing below, I authorize consent and direct Fidelity and Guaranty Life Insurance Company, at the Company's sole discretion, to disclose my name and social security number to Vector One for purposes of conducting initial and/or periodic commission related debit balance screening(s) through Vector One's Debit-Check service. This service will conduct commission related debit balance screening(s) utilizing Debit-Check, as allowed by state law. I authorize the Company to consider the results of the screening to determine eligibility for appointment and/or advance commissions. I further authorize, consent and direct, upon termination or expiration of the engagement, the Company to submit information concerning any commission related debit balance owed to the Company to the Vector One Debit-Check service. I hereby authorize, consent, and direct Vector One to intentionally disclose such information upon a commission related debit balance screening to authorized Debit-Check subscribers who submit an inquiry.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Fidelity & Guaranty Life or any of its affiliates or carriers. I acknowledge and agree that this Disclosure and Authorization shall remain valid and in effect during the term of my engagement as an independent contractor.

Signature of Producer or Agency Principal:

Printed Name:

Date:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Agent Appointment Instructions

INSURER: **Fidelity & Guaranty Life Insurance Company**
Fidelity & Guaranty Life Insurance Company of New York

Agents must complete a Producer Agency Form (ADMIN5477) from either a Managing General Agent or one of our field representatives. The compensation arrangement received will depend upon the level of committed production.

To ensure proper and timely contracting, it is important that you provide complete, accurate information. Attach all required documentation and/or fees. Make sure you read and understand the Market Conduct Guide. Keep all appointment documentation together, and submit the completed package to your recruiting General Producer:

- **Signed and completed Producer Agency Form (ADMIN5477)**
- **Note:** Licensed Agents that sell annuities should include a copy of their current Continuing Education Certificate (both General CE & Annuity Suitability CE (if applicable). Producer Information Form should be completed and signed for all individuals and/or agencies, corporations who are to receive payment of agent compensation directly from Fidelity & Guaranty Life. Agents who wish to have their commissions assigned to their agency should also complete the producer information form; corporation or who are principals of an agency/corporation complete this form. Be sure to indicate those states you wish to be appointed. Sign and complete W9.
- **Please note when writing applications, the date the applications are signed cannot predate the signed date on the agreement. This will cause the business to be rejected.**
- **Reminder**, state taxes will be withheld from your commissions in accordance with the state regulations.
- **Electronic Funds Transfer** - Complete and sign the Authorization Agreement for Direct Deposit (ADMIN4955).
- **Anti-Money Laundering Certification (AML)** – All agents are required to complete the AML training, provide proof of completion.

Mandatory License for Overrides

Per the applicable statutes, no override commission may be paid unless Licensing is in place in the states listed below. Please ensure the license is active at the time of new business submissions and issue.

Florida	Louisiana	New Mexico	Pennsylvania	Virginia
Georgia	Massachusetts	New York	South Dakota	West Virginia
Kentucky	Montana	North Carolina	Texas	Wisconsin

Adherence to each state's Resident License guideline is required for agents/agencies to be paid commissions.

Restricted State - Pennsylvania

Pennsylvania is considered a "Restricted/Sensitive State" and an appointment must be in place prior to the sell, solicitation, or negotiation of business.

General Continuing Education

Insurance companies are to confirm that all Continuing Education requirements are fulfilled prior to Agent's soliciting business for certain states. Fidelity & Guaranty Life will not process agent appointment in these states until the current Continuing Education Certificate has been received. In addition, Fidelity & Guaranty Life will not accept new business until the Continuing Education requirements have been received for the appointment to be processed.

These states are: **California** **Iowa**
***Iowa one-time certification of "Permitted Producer Activities" certification**



Agent Appointment Instructions

INSURER: **Fidelity & Guaranty Life Insurance Company**
Fidelity & Guaranty Life Insurance Company of New York

Annuity Suitability Certifications

*Fidelity & Guaranty Life will not process agent appointments or accept new business until we have received the current Annuity Suitability Certification. A list of these mandatory states can be found on our website under our training tracker on the **State Regulatory Guidelines for Training matrix**. **Note: *Any business received prior to the completion of the required courses will be returned.**

Agent appointment packages **MUST** be signed within (7) days of receipt at the FGL Home Office by the agent and up-line and/or MGA (Master General Producer). If the contracting request is not received with (7) days of signature the agent contract effective date will default to the receipt date. No exceptions.

Questions about these procedures should be referred to Sales Support at (800-445-6758, prompt 1).

Form only applies to resident/non-resident GA producers

**GEORGIA BUREAU OF INVESTIGATION
GEORGIA CRIME INFORMATION CENTER**

Criminal History Consent Form

In signing below, I hereby authorize the agency in possession of this document to release any and all Georgia criminal record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

I understand that General Information Services/GBRS is requesting this information on behalf of _____ and give my full consent for periodic criminal history background checks to be performed for the duration of my employment with this company.

Full Name (print: Last, First, and Middle Name)

Alias/Maiden names

Address

City

State

Zip Code

Month, Day and Year of Birth

Social Security Number

Signature

Date

Agency Selling Agreement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

Insurance Agency Agreement

Check as Applicable: _____ Fidelity & Guaranty Life Insurance Company
_____ Fidelity & Guaranty Life Insurance Company of New York

Important: This document is a contract that contains important and legally binding terms regarding your relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (identified in this Agreement as the “Company,” in reference to either or both, as applicable). Read this contract carefully before signing or attaching your electronic signature through SalesLink – the Company’s secure access producer intranet site. If you have any questions about the meaning or content of this Insurance Agency Agreement, you should consult the Agency’s lawyer.

This agreement (the “Agreement”) is made between and among Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York, as applicable, and the Agency named on the signature page or identified to the Company via SalesLink (the “Agency,” “you,” “your” or “yours”). This Agreement is made as of the date appearing adjacent to the signature line (or if no date appears thereon, as of the date the undersigned first offered any insurance product underwritten by either Company for sale to any customer or prospective customer) or the date it is submitted electronically via SalesLink, (the Company’s secure access producer intranet site), provided however, that the Agreement shall not be effective until accepted by either Company. Such acceptance may be manifest by your being licensed or appointed as a representative by either Company in any jurisdiction, or by the direct or indirect payment of any commission from the Company to you or Producers appointed to you. (“Producers” are insurance agencies or individual producers appointed by the Company to distribute Company’s insurance products where Agency receives credit or compensation for each such sale.)

For good and valuable consideration, each to the other, the receipt and sufficiency of which is acknowledged, the Agency and the Company agree as follows:

Section 1. Representations: You represent that you are properly licensed and authorized to sell the insurance products that are the subject of this Agreement. The Company represents that it is properly licensed and authorized to issue such products.

Section 2. Appointment: Subject to the completion of an appropriate background check (including but not limited to a credit check and/or background checks on the Agency’s owners or principals), as may be required by either Company at any time, (including annually or at any other time(s) after appointment), in its sole discretion, the Company appoints the Agency as its representative in all jurisdictions where the Agency is properly licensed, to offer and sell insurance products issued by the Company, in accordance with the terms of this Agreement. The Agency does not have the exclusive right to offer or sell the Company’s product in any location. The Company reserves the right to license any person(s) and to terminate your appointment as set forth herein.

Section 3. Agency Authority:

- a. Appoint Producers:** The Company authorizes the Agency to recruit and recommend to the Company producers and sub-producers to carry out the purposes of this Agreement. All of your appointments of producers and sub-producers are subject to your obtaining the prior written approval of the Company, which approval may be provided or withheld in the Company’s sole discretion. Licensed producers and sub-producers appointed under this Agreement shall be referred to as “Producers.” The Company may terminate its appointment of or contractual relationship with any Producer with or without cause and with or without your approval. All Producers you recruit for the purpose of soliciting the sale of the Company’s products must be appointed in accord with the Company’s currently applicable appointment form and procedures. In addition, if the Company will pay compensation directly to a Producer, the Producer must enter into the Company’s form of Insurance Producer Agreement. The Company reserves the right to terminate your appointment as set forth herein.
- b. Sell Products:** The Company authorizes you and Producers appointed to you to market and/or solicit the sale of insurance products which the Company may lawfully issue and which are described in the Compensation Schedule available via SalesLink (the “Authorized Contracts”); subject however, to the restrictions placed upon you and Producers appointed to you by the laws and regulations of the jurisdictions where the Agency is licensed, the Company’s policies and procedures, including but not limited to its underwriting rules and the terms and conditions of this Agreement. The Company has the right

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INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY**

to decline any application for any contract or other product and return any money submitted to the applicant.

Section 4. Agency Relationship to Company: As long as this Agreement is effective, the Agency shall be deemed a representative of the Company, subject to the right of the Company to revoke such relationship upon written notice to you. In the event the agency relationship is revoked, you agree not to hold yourself out, or allow Producers appointed to you to hold themselves out, as a representative of the Company or to offer or sell any Company insurance product. At all times the Agency shall be deemed an independent and unaffiliated entity with respect to the Company and as such you are free to exercise your own judgment as to the persons the Agency or its Producers will offer and sell insurance products to, the time and place of any such offer or sale and the manner in which you will perform the obligations of this Agreement.

Section 5. Agency Relationship to Producers: Producers appointed to you are independent contractors of the Company and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between Producers appointed to you and the Company. Neither the Agency nor any of its employees may, either expressly or implicitly, present themselves to others as an employee of the Company.

Section 6. Agency Responsibility: The Agency assumes full responsibility for all business conducted pursuant to this Agreement and for the acts and omissions of its Producers, officers, employees, all persons who act on its behalf or at its direction, and all persons whose activities result in the Agency receiving from the Company any compensation or other remuneration. Any act or omission, or breach of this Agreement, by Producers appointed to you, your officers, your employees, any person who acts on your behalf or at your direction or any person whose activities result in the Agency receiving from the Company any compensation or other remuneration shall be deemed an act, omission or breach by the Agency and the Company may exercise its rights under this Agreement or otherwise as if such act, omission or breach had been committed by the Agency.

Section 7. Communication via SalesLink: You acknowledge that the Company will communicate with You and Producers appointed to you by posting and updating commission, contract and licensing schedules, Company policies and procedures and other information on SalesLink and that such information will ordinarily not be mailed or provided to you by any other means. You acknowledge that you are responsible for reviewing the SalesLink site on a commercially reasonable regular basis to stay current with all information posted thereon. The Company, in addition to SalesLink, shall make commercially reasonable efforts to inform you of major changes in policies and procedures through email communication.

Section 8. Agency Obligations to Comply with Law and Policy: You are obligated to, and agree to, comply with all laws, rules and regulations applicable to the offer or sale of insurance products pursuant to this Agreement or the offer or sale of the same by Producers appointed to you, including but not limited to those that govern licensing, continuing education, anti-money laundering requirements, privacy and policy solicitation and issuance; provided, however, that the Agency shall not be held responsible for the submission of legally mandated forms related to the submission of a product application where the Company accepted such application without providing specific notice to the Agency of the need for such mandated forms. You also agree to comply with all current and future rules, regulations and directives of any nature issued by the Company with respect to market conduct or otherwise.

You specifically acknowledge receipt of and agree to comply with the policies, procedures and other terms set forth in the Company's Market Conduct Guide (the "Guide"), the Company's Agent Monitoring Program (the "Program") and the Company's Code of Ethical Conduct (the "Code") as any or all may be amended from time to time. You acknowledge that the Code requires, among other things, your adherence to the following principles:

- To conduct business according to high standards of respect and fairness and to treat the Company's customers as you would expect to be treated;
- To provide competent and customer-focused sales and service;
- To compete fairly;
- To provide advertising and sales material that is clear, accurate, complete and fair;
- To address customer complaints and disputes fairly and promptly; and
- To maintain a system of oversight reasonably designed to demonstrate your commitment to and compliance with these principles.

You may access the Guide, the Code, and certain information about the Program via SalesLink at any time. You acknowledge that the Company has the right to unilaterally amend, supplement or otherwise change the terms of the Guide, the Code or the Program at any time and that you will be bound by any amendments or changes upon the Company's publication of the same; provided, however, the Company, in addition to SalesLink, shall make

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commercially reasonable efforts to inform you of major changes in policies and procedures through email communication.

Section 9. Required Notification: You agree to notify the Company promptly in the event that any of the following occur: (i) there is any change in the legal structure of the Agency; (ii) there is any material change in the ownership structure of the Agency, including but not limited to the addition or removal of any principal(s); (iii) you are the subject of or otherwise become aware of any formal or informal inquiry or investigation related to the solicitation or sale of the Company's insurance product(s); (iv) you are contacted by any financial regulator, regarding the solicitation or sale of the Company's insurance product(s); (v) you are or become the subject of any complaint related to the solicitation or sale of any insurance product(s) or any financial product or service, in any jurisdiction; (vi) you are or become the subject of any proceeding by any insurance or financial regulator in any jurisdiction; (vii) you are accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s) or any financial product or service; (viii) your license to offer or sell insurance or financial products is suspended or revoked in any jurisdiction; (ix) you are convicted of any crime; (x) you are alleged to have committed fraud; or (xi) you are found to have engaged in any fraud. You also agree to notify the Company promptly upon receipt of service of process regarding any regulatory, judicial or other proceeding regarding , the Company, the Company's products or the Agency with regard to the transaction of insurance or a non-insurance transaction where misrepresentation, improper sales practices, fraud or dishonesty is alleged. The Company recognizes that the notification requirements set forth in this Section shall not be construed to require the Agency to violate any privacy regulation.

Section 10. Sale of the Company's Insurance Products: The Company authorizes the Agency to market and/or solicit the sale of insurance products that the Company may lawfully underwrite and which are made available to you or Producers appointed to you; subject, however, to the restrictions placed upon you or Producers appointed to you by the laws and regulations of the jurisdictions where you or Producers appointed to you are licensed, the Company's underwriting rules and the terms and conditions of this Agreement. You also agree to each of the following:

A. Application Completion: Producers appointed to you shall complete an application for each insurance product issued by the Company and sold by Producers appointed to you, on the Company's application form. All of the responses to the questions on the application shall completely and accurately reflect the applicant's responses to these questions as conveyed to Producers appointed to you by the applicant. All relevant information you have relating to the applicant's responses shall be appended to the application, with or without the applicant's consent and transmitted to the Company with the application. In addition, you or Producers appointed to you shall insure that the application is reviewed by the applicant before it is signed by the applicant and attest to its execution. You or Producers appointed to you shall send the application to the Company immediately after it has been executed. You and Producers appointed to you may only accept applications in a state or other jurisdiction in which you and Producers appointed to you are properly licensed.

B. Premium Remittance: You shall immediately forward to the Company or its designee any premium, entire or partial, received with an application or otherwise delivered to you. You may only accept cash or cash equivalents, such as a money order or cashier's check, in accordance with applicable Company policy, which ordinarily prohibits acceptance of cash or cash equivalents in any amount in connection with the sale of annuity contracts and prohibits acceptance of cash or cash equivalents in excess of \$500 in connection with the sale of insurance policies. Moreover, you may not, under any circumstances, accept more than ten thousand (US) dollars in cash or cash equivalents in connection with any transaction in any insurance product issued by the Company, without the Company's prior written approval.

If the first premium is paid to you on delivery of a policy, you shall at once remit it to the Company or its designee. You have no right or authority to receive or collect moneys for or on behalf of the Company at any time for any purpose except the initial premium on insurance procured by you or Producers appointed to you and necessary to put such insurance in force. However, the Company may, at its discretion, permit you to collect deferred first year and renewal premiums as and when they mature. Premiums remitted through negotiable instruments such as checks shall be made payable to the Company. All moneys, negotiable instruments, or assets you receive for or on behalf of the Company shall be held by you as trustee for the Company and shall not be used by you for any personal or other purposes whatsoever but shall be immediately remitted to the Company.

C. Insurable Condition: You shall notify the Company promptly should you become aware of the death of an applicant, or if you become aware of any inaccuracies in an applicant's responses to any question(s) or request(s) for information contained on an application or elsewhere, including any changes to the applicant's responses on an application before an insurance product is delivered. For any insurance product(s) delivered to you by the Company, you shall arrange for such insurance product(s) to be delivered to the owner(s) and the first premium

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paid in accordance with the delivery instructions issued by the Company. You shall not permit the delivery of any insurance product(s) unless, to the best of your knowledge, the insured is alive. In addition, with respect to life insurance policies you shall not permit the delivery of any insurance product(s) unless, to the best of your knowledge, the insured is: in good health, in the same or better condition than at the time of application, in insurable condition, and the first premium has been fully paid. You shall return to the Company upon request or on the day following the expiration of 60 days any contract which was not so delivered.

The Company has the right to reject any application, cancel or rescind the sale of any insurance product or authorize the surrender of any insurance product, and in each such case, return any money submitted to the applicant or purchaser, at the Company's sole discretion. You may be obligated to return to the Company any payment made to you in connection with any such application or insurance product, as set forth in Section 11, below.

Section 11. Compensation: The Company will pay you, and you agree to accept, as full compensation for the sale by you or Producers appointed to you of insurance products authorized by the Company (provided the same have been accepted by the Company and paid for while the Agency's authority under Sections 2 and 3 of this Agreement remains in force), the commission or other compensation set forth in the applicable Compensation Schedule(s), subject to the terms of this Agreement. If the Company cancels or rescinds the sale of any insurance product or authorizes the surrender of any insurance product, for any reason, such insurance product shall be treated as though not accepted by the Company. Any commission payable directly to any Producer shall be netted against any compensation payable to the Agency pursuant to the applicable Compensation Schedule(s).

The Company may pay to the Agency any or all compensation due to Producers appointed to you in connection with their sale of Company insurance products and the Agency agrees to hold all such payments in trust for said Producers. All such payments shall be in accordance with the applicable Compensation Schedule(s) in effect at the time of each such sale. You agree to indemnify, defend and hold the Company harmless against all claims or regulatory or other actions that allege, relate to or arise out of your failure to pay compensation to any Producer in connection with the sale of Company insurance products, including but not limited to reasonable attorney's fees and court costs.

The Company may change its Compensation Schedule(s) at any time and you agree to accept the amounts payable pursuant thereto. You may access the current Compensation Schedule(s) via SalesLink and the Company, in addition to SalesLink, shall make commercially reasonable efforts to notify you of major changes in such Schedules through email notifications. You may not recruit any Producers with the use of compensation in excess of the maximum compensation provided for in such Compensation Schedule(s), unless approved by the Company in advance and in writing.

You agree to return to the Company, within ten days of demand therefore, all payments made directly or indirectly to you in connection with the offer or sale of any insurance product that was (i) not accepted by the purchaser; (ii) returned by the purchaser before the expiration of a "free look" period; (iii) cancelled or rescinded by the Company or which the Company authorized surrender of, for any reason; or (iv) mistakenly paid to you, due to the Company's error or otherwise.

You acknowledge that the Company may, at its sole discretion, reject any application, cancel or rescind the sale of any insurance product(s), or authorize the surrender of any insurance product(s) and that the Company may refund premiums or other consideration paid in connection with the sale by you or Producers appointed to you of any insurance product(s) for any reason, whether during or after the term of this Agreement. In the event of any such rejection, cancellation, rescission, or surrender, you shall forfeit all right to compensation on said insurance product(s) and shall return to the Company, within ten days of demand therefore, any compensation paid to you which is attributable to the premiums or other consideration refunded and you further agree to reimburse the Company for all costs and expenses incurred in collecting said compensation, including but not limited to reasonable attorney's fees and court costs.

Section 12. First Year and Renewal Commissions: In the event of termination of this Agreement without cause, and subject to the provisions of Sections 11, 13 and 14, the Company will continue to pay first year and renewal commissions on premiums received and accepted by the Company in accordance with the applicable Compensation Schedule in effect at the time of receipt or termination; provided, however, that payment of service fees will cease on the date of termination of this Agreement. If this Agreement is terminated for cause, you forfeit all first year and renewal commissions that would otherwise be due hereunder. Any commission payable directly to any Producer shall be netted against any compensation payable to the Agency in accordance with the Compensation Schedule then in effect and as may thereafter be modified from time to time.

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Section 13. Commission Restrictions: No commission or other compensation, including but not limited to renewal commissions and commissions or compensation for sales previously made, will be due to you under this Agreement, if the Company terminates this Agreement for cause, as set forth in Section 28.

Section 14. Indebtedness: Your right to receive any commission or other compensation provided for in this Agreement shall at all times be subordinate to the right of the Company, in its sole discretion, to offset or apply such commissions or compensation against any indebtedness you or Producers appointed to you have (or are anticipated to have) to the Company or any affiliate, whether arising from this Agreement or otherwise. As used herein, the term "indebtedness" means any sum the Company believes in good faith to be owed by you or Producers appointed to you (or anticipated to be owed by you or Producers appointed to you) to the Company or any affiliate, whether or not you agree and notwithstanding the absence of a judicial or other independent determination of the validity of such indebtedness or anticipated indebtedness; the term "affiliate" means Fidelity & Guaranty Life Holding, Inc. (including its successors and assigns) and its direct and indirect subsidiaries. In the event any commission or other compensation provided for in this Agreement and due to you from the Company is insufficient to fully satisfy any indebtedness and/or anticipated indebtedness you or any of or Producers appointed to you to the Company or any affiliate, you agree to pay such indebtedness within ten days of demand therefore and further agree to reimburse the Company for all costs and expenses incurred in collecting said debt, including but not limited to reasonable attorney's fees and court costs. You also agree to cooperate with the Company in connection with its efforts to recover any indebtedness from any of Producers appointed to you.

Section 15. Limitations of Authority: The Agency is not authorized to: (i) incur on behalf of the Company any expense, indebtedness or liability; (ii) make, alter or discharge contracts; (iii) waive forfeitures; (iv) quote rates except as published by the Company; (v) extend the time of payment of any premium; (vi) extend credit to or on behalf of any purchaser of any insurance product offered by the Company for the purpose of purchasing or keeping any insurance product in force; (vii) approve any application for insurance; (viii) represent to any person(s) that any insurance is in effect before the Company so acknowledges; (ix) acknowledge or represent the existence of any insurance with the Company; (x) make any representation or state any opinion regarding the validity or payment of any claim; or (xi) engage in any act on behalf of the Company that is not specifically authorized by this Agreement.

Section 16. Company Property: The Company will furnish you and/or Producers appointed to you such policies, forms, advertising materials, software and other supplies as it may deem necessary. Title to these materials as well as all undelivered policies, books, supplies or other property as furnished to you and/or Producers appointed to you by the Company shall be vested in the Company and shall be accounted for and returned by you to the Company's authorized representative upon the termination of this Agreement or at any other time, upon demand. You may not make any modifications to software furnished by the Company. You may not transfer, rent, sell, or in any way make available such software to anyone not employed by you or the Company or not associated with you or the Company as a Producer appointed to the Company.

Section 17. Confidentiality: You understand and acknowledge that during the term of this Agreement or thereafter you and Producers appointed to you may have access to certain confidential and proprietary information relating to the Company, its business and its customers and you agree to keep all such information confidential. You agree that any and all "Nonpublic Personal Information" obtained by you or Producers appointed to you on behalf of or from the Company in the performance of your duties and obligations under this Agreement or otherwise shall be used by you only as necessary to fulfill your obligations under this Agreement and shall not be disclosed to any other person unless specifically authorized in writing by the Company or the person who is the subject of the "Nonpublic Personal Information," or as otherwise permitted by law.

"Nonpublic Personal Information" has the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state law(s) and regulation(s) that implement that Act and includes but is not limited to the name, address, and financial or health information of an applicant, insured, policyholder, or prospect. You agree to establish physical, electronic and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information" in compliance with the Act and any and all federal and state laws and regulations that implement the Act.

Section 18. Advertising: You may not purchase or otherwise contract for any advertising or promotional materials that identify the Company, its insurance products, its practices, or its compensation rates, in any publication, on the Internet or otherwise, unless you first obtain written approval from the Company. You may not make any reference to the Company (including its affiliates or employees) or its insurance products on any website, nor may you make available on any website a link to Company forms, marketing material(s) or Company website, or to any other website that refers or relates to the Company, unless you first obtain written approval from the Company.

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Section 19. Solicitation Rights: You agree that the Company will have at all times, both during and after the termination of this Agreement, the right to communicate in any fashion with Producers appointed to you, your employees and all persons insured pursuant to any insurance product issued or sold in connection with this Agreement. Such communication may be for any purpose, including but not limited to: advertising the Company's products, responding to regulatory or other inquiries, conservation of business, servicing of insurance products and adjusting claims.

Section 20. Record Retention and Right of Inspection: You agree to retain accurate and complete books, records, accounts, and information (the "Material") in accordance with laws and regulations that apply to you, all for a minimum of seven years (unless otherwise specified in a written procedure published by the Company) from the date of creation, or for a minimum of ten years if such Material refers or relates to the sale of an annuity product to a specific applicant, notwithstanding any shorter retention period set forth in any applicable law or regulation. The Company shall at all times have the right to inspect upon reasonable written notice or request the Material and all other documents and information in your possession, custody or control, wherever located, but only insofar as the same may relate to the Company, its insurance products or its customers. You also agree that the Company or any of its agents may take custody of the same to make such extracts or copies as it may desire but only insofar as you have not provided reasonable extracts or copies.

Section 21. Claims and Litigation/Indemnification:

Indemnification of Company: You agree to indemnify, hold harmless and defend (with commercially reasonable counsel of the Company's choice subject to your agreement not to be unreasonably withheld) the Company against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees but excluding any such items assessed by a regulatory agency) the Company may suffer or incur, as the result of any error or omission; fraudulent, negligent, or unauthorized act; or breach of this Agreement by you, Producers appointed to you, your officers, your employees, any persons who act on your behalf or at your direction, or any persons whose activities result in the Agency receiving from the Company any compensation or other remuneration subject to the following exceptions:

1. Settlements or judgments representing life insurance policy limits paid in contestable claims; and
2. Class Actions under either Federal or State law unless (1) there is an adjudication by a court of competent jurisdiction that you knowingly permitted Producers to engage in acts or omissions found by said court to be the basis for liability or (2) the Class Action alleges actions relative to a course of business engaged in by you and alleges only vicarious liability as to the Company.

The Company shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. You also agree to reimburse the Company for any judgment, loss, settlement, cost, damage or other expense (including but not limited to reasonable attorneys fees but excluding any such items assessed by a regulatory agency) incurred by the Company in answering, defending or otherwise addressing any: arbitration claim; attachment; complaint; court proceeding; dispute; garnishment; regulatory or other inquiry or investigation; or other proceeding involving you, Producers appointed to you, your officers, your employees, all persons who act on your behalf or at your direction, and all persons whose activities result in the Agency receiving from the Company any compensation or other remuneration. You shall, upon demand, pay the Company as a debt due hereunder any sums due to it in accordance with this section.

Indemnification of Agency: The Company agrees to indemnify, hold harmless and defend (with commercially reasonable counsel of your choice subject to the Company's agreement not to be unreasonably withheld) you against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees but excluding any such items assessed by a regulatory agency) you may suffer or incur, as the result of any error or omission or any fraudulent, negligent, or unauthorized act that results in a breach of the terms of this Agreement by the Company subject to the following exceptions:

1. Class Actions under either Federal or State law that allege actions relative to a course of business engaged in by you and allege only vicarious liability as to the Company.

You shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity by the Company may apply. The Company also agrees to reimburse you for any judgment, loss, settlement, cost, damage or other expense (including but not limited to reasonable attorneys fees but excluding any such items assessed by a regulatory agency) incurred by you due to breach of this Agreement by the Company. The Company shall, upon demand, pay you as a debt due hereunder any sums due to you in accordance with this section. You agree that under no circumstances shall the Company be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Agreement.

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Section 22. Duty to Cooperate: You agree to cooperate at all times with the Company and/or any of its agents or lawyers in any internal or external inquiry or investigation that relates to: you, Producers appointed to you, your officers, your employees, any person(s) who act on your behalf or at your direction, and/or any person(s) whose activities result in the Agency receiving from the Company any compensation or other remuneration, the business of the Company or its customers, including but not limited to inquiries that arise in the context of any administrative, regulatory or judicial proceeding.

Section 23. Right to Retire: The Company may, at its sole discretion and without incurring or imposing any liability to you or Producers appointed to you, retire from any jurisdiction and may discontinue or withdraw any insurance product from any jurisdiction where you are licensed, without prejudice to the right of the Company to continue said insurance products in any other jurisdiction.

Section 24. Entire Agreement: This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and abrogates, terminates, and supersedes any prior written or oral agreement or representations relating thereto. No statements made orally, either before or after the date of execution of this Agreement, shall have any impact on this Agreement or modify it in any way.

Section 25. Amendment of Agreement: You may not change or amend any term of this Agreement without the Company's written approval. The Company may amend or change any term of this Agreement, at any time, upon written notice to you, via e-mail or otherwise or by publication on SalesLink. The Company may also amend or change any Company guideline or policy, whether or not such guideline or policy is referenced in this Agreement. Any such amendment or change shall be effective upon written notice to you via e-mail or otherwise or by publication on SalesLink and the Company, in addition to SalesLink, shall make commercially reasonable efforts to notify you of major changes in such guidelines, policies, or provisions of this Agreement through email notifications.

Section 26. No Waiver: Any failure by the Company to enforce its rights hereunder or take advantage of any breach of the terms, conditions, or covenants in this Agreement shall not constitute a waiver or estoppel of the Company's right to thereafter enforce any of said terms, conditions or covenants. This Agreement cannot be modified by any acquiescence in practices or course of dealing by the Company that may be contrary to the terms of this Agreement.

Section 27. Assignment: You shall not assign, transfer, or pledge this Agreement or any commission payable hereunder without the advance written consent of the Company. The Company may grant or refuse consent to assign this Agreement at its sole discretion other than with respect to the assignment of commission; the Company's consent to assignment of any commission due hereunder shall not be unreasonably withheld. However, no assignment of any commission hereunder shall be binding upon the Company unless it is in writing and filed at the Company's US headquarters. The Company assumes no responsibility as to the validity or effect of any such assignment.

The Company may assign this Agreement without restriction. The Company may also add as a party to this Agreement any other affiliated insurance company by providing you with written notice. In such event, references to the "Company" shall also include such newly added insurer.

Section 28. Termination: This Agreement may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail or by courier with proof of delivery, to the last known address of the other. In addition, the Company may immediately terminate this Agreement for cause. As used herein, "cause" shall mean that the Company has made a determination, which determination may be in the absence of any judicial or other independent finding of fact, that: you, any of Producers appointed to you or any of your employees (i) breached this Agreement or any portion thereof (including but not limited to your failure to cooperate with the Company pursuant to section 23 hereof); (ii) committed fraud or any illegal act in the performance of your duties under this Agreement; (iii) violated any insurance or financial law or regulation, Company policy or procedure, or provision of the Guide, the Code or the Company's Agent Monitoring Program; (iv) withheld or misappropriated funds belonging to the Company, any policyholder or any applicant; (v) directly or indirectly induced or attempted to induce any policy owner or customer of the Company to stop premium payments or surrender any policy; (v) misrepresented the terms of the Company's products or its financial condition; or (vi) misrepresented any material information in your application for appointment as a General Agency or in any other documents supporting that application or otherwise; (vii) engaged in unprofessional, harassing or threatening conduct toward any customer or Company employee; or (viii) used profane or abusive language toward any customer or Company employee.

Cause shall also mean: (a) the loss, suspension, revocation, or voluntary surrender of your license or registration with any state, federal or other entity that regulates, controls or in any way authorizes the sale of insurance

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products or financial products or services; (b) your insolvency or bankruptcy, or the institution of such or similar proceedings by or against you; (c) your criminal indictment; (d) your conviction or plea of guilty or nolo contendere to any felony or misdemeanor charge involving trustworthiness or dishonesty, including but not limited to embezzlement, fraud or theft; (e) your conviction or plea of guilty or nolo contendere to any felony charge; (f) any action on your part that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Company; or (h) your failure to fully pay any outstanding debt owed to the Company within sixty days of the date such debt is incurred or ten days of the Company's demand therefore, whichever first occurs.

The Company agrees that a termination of this Agreement for cause which is the result of the conduct of a Producer appointed to you shall only occur where evidence reflects that you knew about the conduct and did not immediately report the conduct to the Company, or where you were otherwise complicit in the conduct including through a failure to take reasonable precautions as to the actions of your Producer.

In the event this Agreement is terminated for cause: (i) you forfeit the right to all first year and renewal commissions and authorize the company to withhold its payment of any other commission or compensation to you pending the completion of the Company's review of the appropriate facts and circumstances and subject to your obligation to repay any debt hereunder; and (ii) the Company reserves the right to reappoint any of Producers appointed to you through another agency, in accordance with its ordinary business practices previously communicated to you or within industry custom and standards.

Upon termination of this Agreement, you shall immediately pay to the Company all sums due to the Company and deliver to the Company all brochures, publications and other materials connected with the sale of Company insurance products.

Section 29: Governing Law: This Agreement is governed by the laws of the State of Maryland (without regard to any choice of law provisions),

Section 30. Place of Contract: The parties agree that this contract is made and entered into in the State of Maryland.

Section 31. Dispute Resolution; Jurisdiction: The parties hereto mutually agree that all suits and special proceedings brought with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship shall be brought only in the courts of the State of Maryland located in the City of Baltimore and of the United States District Court for the District of Maryland - Northern Division (collectively, the "Courts"), and not in any other court(s). The parties mutually agree that they shall be subject to, and hereby consent to, the jurisdiction of the Courts in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document received or delivered in connection with this Agreement. The parties mutually agree that they waive any defense of improper venue or forum non conveniens to any such action brought in either of said Courts, and also waive a trial by jury of any controversy or issue arising under or with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship that shall now or hereafter exist. This Section is subject to the Company's covenant to honor all reasonable requests of the Agency to conduct any hearings or other matters in the most mutually convenient media and manner, e.g., telephonically or by video-conference, and to agree to pre-trial, court-sanctioned mediation.

Section 32. Miscellaneous:

- a. **Survival:** Notwithstanding any provision of this Agreement to the contrary, the termination of this Agreement, whether with or without cause, shall be construed as a termination of: (a) your appointment under Section 3 of this Agreement; (b) your authority under Sections 2, 3 and 10 of this Agreement; and (c) the Company's obligations under Sections 7, 11 and 12 of this Agreement. All other provisions of this Agreement shall survive any termination of this Agreement.
- b. **Headings:** The paragraph headings contained in this Agreement are inserted for purposes of convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- c. **Interpretation and Definitions:** Unless otherwise provided in this agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
 1. **Number and Gender:** In this Agreement the neuter gender includes the feminine and masculine and the singular number includes the plural, and the word "person" includes any corporation, partnership, firm, or association wherever the context so requires.

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- 2. **Mandatory and Permissive:** "Shall" and "will" and "agrees" are mandatory; "may" is permissive.
- 3. **Term Includes Extensions:** All references to the term of this Agreement or the Agreement term shall include any extensions of such term.

I have necessary authority to execute this Insurance Agency Agreement on behalf of the Insurance Agency. On behalf of Insurance Agency, I agree to and accept the terms of this Insurance Agency Agreement as evidenced by my [electronic] signature, and to bind Insurance Agency to its terms.

Name of Insurance Agency

Name of Authorized Agency Individual

Title of Authorized Agency Individual

Signature of Authorized Agency Individual*

Date*

* Insurance Agency may execute this Insurance Agency Agreement electronically by accessing the Company's producer intranet site and providing acceptable authentication information that will permit the Company to rely upon Insurance Agency's electronic 'signature.'