

# Producer/Agency Form



- Producer  
 Agency

- 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 bottom 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: \_\_\_\_\_  
MGA Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Producer/Agency Information

Producer/Agency Name: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Corporation TIN Number: \_\_\_\_\_  
Gender:  M  F  Agency  
Resident State License No.: \_\_\_\_\_

Attach additional non resident licenses in which you wish to be appointed.

Broker Dealer Name: \_\_\_\_\_

Life Target Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Life Premium - Next 12 Months: \$ \_\_\_\_\_

Fixed/Fixed-Indexed Annuity Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Annuity Premium - Next 12 Months: \$ \_\_\_\_\_

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?  Yes (Please attach a copy)  No
11. Have you taken the AML training course?  Yes  No  
(If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)

**If the Answer to any question from 1-9 above is yes, please attach an explanation. Additional information such as supporting documents may be required.**

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) authorize the Company to conduct an investigation of my background and to disclose the results of any such investigation to the Agency(ies) with which I am or become affiliated; and (iii) 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.

Signature of Producer  
or Principal of Agency: \_\_\_\_\_  
Date: \_\_\_\_\_

### To be completed by the Appointing Agency

Name of Agency: \_\_\_\_\_ AGA Code: \_\_\_\_\_  
Approved compensation level/contract type(s): \_\_\_\_\_  
Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Only Authorized forms can be faxed directly to Fidelity & Guaranty Life at 410.895.0129.**

Fidelity & Guaranty Life products are underwritten by OM Financial Life Insurance Company in all states and DC other than New York and, in New York only, OM Financial Life Insurance Company of New York.

**ADMIN 5477 (01-2011)**

# Insurance Producer Agreement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

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

**Important:** This document is a contract that contains important and legally binding terms regarding your relationship with Fidelity & Guarantee Life Insurance Company and/or Fidelity & Guarantee 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. If you have any questions about the meaning or content of this Insurance Producer Agreement, you should consult your personal lawyer.

This agreement (the “Agreement”) is made between and among Fidelity & Guarantee Life Insurance Company and/or Fidelity & Guarantee Life Insurance Company of New York and the Insurance Producer named on the signature page or identified to the Company via SalesLink (“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 agent intranet site), provided however, that the Agreement shall not be effective until accepted by one or both of the Companies. 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.

For good and valuable consideration, each to the other, the receipt and sufficiency of which is acknowledged, you 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. Independent Contractor:** At all times you shall be deemed an independent contractor and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between you and the Company. You shall not, either expressly or implicitly, present yourself to others as an employee of the Company. You are free to exercise your own judgment as to the persons to whom you will offer and sell insurance products, the time and place of any such offer or sale and the manner in which you will perform the obligations of this Agreement.

- a. Hours - You are free to determine when and where you will work to sell the Company’s insurance products. The Company shall have no right to dictate to you the days, hours or location(s) at which you will work in an effort to sell the insurance products that are the subject of this Agreement;
- b. No Facilities Provided by Company - The Company will not provide you with an office or other facility from which to sell the insurance products that are the subject of this Agreement;
- c. Expenses - The Company will not be responsible for any of your expenses; and
- d. Payment of Taxes - You shall be solely responsible for the payment of all income and other taxes related to the sale of the insurance products that are the subject of this Agreement; the Company will not withhold or pay any taxes on your behalf.

**Section 3. Appointment:** Subject to the completion of an appropriate background check, 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 you to act as its representative in all jurisdictions where you are properly licensed, to offer and sell insurance products issued by the Company, in accordance with the terms of this Agreement. You do not have the exclusive right to offer or sell the Company’s products in any location. The Company reserves the right to dually license any person(s) and to terminate your appointment as set forth herein. In the event that you are dually licensed with more than one agency, you are responsible for submitting all business through the agency that we determine is entitled to compensation therefor and you agree to indemnify the Company against any claim(s) that such business was processed incorrectly. You also agree to reimburse the Company for all costs and expenses incurred in defending any such claim(s), including but not limited to reasonable attorney’s fees and court costs.

**Section 4: Communication via SalesLink:** You acknowledge that the Company will communicate with 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

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means. You acknowledge that you are responsible for reviewing the SalesLink site on a regular basis to stay current with all information posted thereon.

**Section 5. Producer Obligations to Comply with Law and Policy:** You are obligated to comply with all laws, rules and regulations applicable to your offer or sale of insurance products pursuant to this Agreement, including but not limited to those that govern licensing, continuing education and sales practices. 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") and the Company's Code of Ethical Conduct for Producers and Employees (the "Code") as either or both 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 follow a system of supervision and monitoring reasonably designed to demonstrate your commitment to and compliance with these principles.

You may access the Guide and the Code 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 or the Code at any time and that you will be bound by any amendments or changes upon the Company's publication of the same.

You are also responsible for making an affirmative determination that each purchase, sale, exchange, surrender or other transaction you recommend in connection with any Company insurance product is suitable for the purchaser(s). As used herein; the term "suitable" shall mean that you have reasonable grounds for believing that any recommendation regarding a Company insurance product is appropriate for such customer upon the basis of the facts, if any, disclosed by such customer as to his age, financial status, tax status, investment objectives and such other information you consider to be reasonable in making such recommendation(s).

With regard to any annuity product, at a minimum you shall satisfy the duties and obligations of producers as set forth in the National Association of Insurance Commissioners (NAIC) Suitability in Annuity Transactions model regulation adopted in March 2010, or any successor thereto, unless inconsistent with or superseded by applicable state laws or Company policies. You further agree to cooperate fully with the system of supervision established by the Company to comply with such laws, including but not limited to requirements pertaining to product specific training or continuing education, collection of suitability information from consumers, review of recommendations prior to issuance to determine whether there is reasonable basis to believe a recommendation is suitable, and systems for monitoring and detecting non-suitable recommendations.

**Section 6. Required Notification:** You agree to notify the Company promptly in the event that any of the following occur: (i) 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); (ii) you are contacted by any insurance or securities regulator, for any reason; (iii) you are or become 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; (iv) you are or become the subject of any proceeding by any insurance or securities regulator in any jurisdiction; (v) you are 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; (vi) your license to offer or sell insurance products or securities is suspended or revoked in any jurisdiction; (vii) you are convicted of any crime; (viii) you are alleged to have committed fraud; or (ix) 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 you, the Company or its products.

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**Section 7. Producer's Relationship with Agency:** You cannot offer or sell any of the Company's insurance products unless you are affiliated with an agency that has been appointed to sell the Company's insurance products or the Company has authorized you, in writing and in advance, to offer or sell the Company's insurance products without an agency affiliation. In either case, you must be appointed to sell the Company's insurance products. You acknowledge that any Agency with which you are affiliated has the right to supervise your activities relating to the offer or sale of the Company's Insurance products and you agree to provide each such agency with all documents and information it may request from you in this regard. You hereby authorize each and every agency with which you are affiliated and through which you sell or offer any of the Company's insurance products for sale to share with the Company any documents and information received from you in connection with any such offer or sale or otherwise.

**Section 8. Sale of the Company's Insurance Products:** The Company authorizes you to solicit the sale of insurance products that the Company may lawfully underwrite and which are made available through an agency with which you are affiliated; subject, however, to the restrictions placed upon you by the laws and regulations of the jurisdictions where you are licensed, the Company's underwriting rules, other rules as are applicable to any agency with which you are affiliated and the terms and conditions of this Agreement. You also agree to each of the following:

**A. Application Completion:** You shall complete an application for each insurance product issued by the Company, on the Company's application form. All of the responses to the questions on each and every application shall completely and accurately reflect the applicant's responses to these questions as conveyed to you by the applicant. All knowledge and 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 shall insure that the application is reviewed by the applicant before it is signed by the applicant and you shall attest to its accuracy and completeness. You shall send the application to the Company immediately after it has been executed. You may only accept applications in a state or other jurisdiction in which you and any agency with which you are affiliated 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 and necessary to put such insurance product 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 securities 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 paid over 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 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 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.

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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 9, below.

**Section 9. Compensation:** The Company will pay you (or an agency on your behalf), and you agree to accept, as full compensation for the sale of Company insurance products (provided the applications for the same have been accepted by the Company and paid for while your authority under Sections 3 and 8 of this Agreement remains in force), the commission or other compensation set forth in then current and 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.

No commission will be paid on life insurance premiums paid in advance until one month after the due date(s) of the respective premiums so paid in advance, and then only if the policy is then in force. Unless modified at the option of the Company, renewal commissions shall be payable subject to the provisions and limitations of this Agreement and the then current and applicable Compensation Schedule(s). 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.

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) lapsed prior to the end of the first year; (iv) cancelled by the purchaser within three years of the time of issuance (subject to the chargeback provision of the then current Compensation Schedule); (v) not accepted by the Company for any reason; (vi) cancelled or rescinded by the Company or which the Company authorized surrender of, for any reason; (vii) subject to advance payment to you, but only if your affiliation with the Company is terminated, by you or the Company, for any reason, before the expiration of the period for which advance payment has been made; or (viii) mistakenly paid to you, due to the Company's error or otherwise. In the case of (vii) above, you agree to return the pro rated amount covering the advance payment for the period during which you were not affiliated with the Company.

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 your sale 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 therefor, 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 10. First Year and Renewal Commissions:** In the event of termination of this Agreement without cause and subject to the provisions of Sections 9, 11 and 12, 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.

In the event of your death, commissions will be paid to your spouse or to your estate, pursuant to your instructions (or absent such instructions, at the Company's sole discretion) and in accordance with the Compensation Schedule then in effect and as may thereafter be modified from time to time.

**Section 11. 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 26.

**Section 12. 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 have (or are anticipated to have) to the

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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 anticipated to be owed by 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 Old Mutual (US) Life, 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 your indebtedness and/or anticipated indebtedness to the Company or any affiliate, you agree to pay such indebtedness within ten days of demand therefor 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.

**Section 13. Limitations of Authority:** You are 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 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 14. Company Property:** The Company will furnish 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 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.

**Section 15. Confidentiality:** You understand and acknowledge that during the term of this Agreement or thereafter 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 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 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 16. Advertising:** You may not purchase or otherwise contract for any advertising or promotional materials that directly or indirectly 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 any Company website, or to any other website that refers or relates to the Company, unless you first obtain written approval from the Company.

**Section 17. 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 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 18. Record Retention and Right of Inspection:** You agree to retain accurate and complete books, records, accounts, correspondence, data, hardware, software, documents and information (the "Material") in accordance with applicable laws and regulations, all for a minimum of seven years from the date of creation, or for a minimum of ten years if such Material refers or relates to the suitability of any insurance product, notwithstanding

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any shorter retention period set forth in any applicable law or regulation. The Company shall at all times have the right to inspect all such books, records, accounts, correspondence, data, hardware, software and all other documents and information in your possession, custody or control, whether located at your office, home or elsewhere, 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.

**Section 19. Claims and Litigation/Indemnification:** You agree to indemnify, hold harmless and defend (with counsel of the Company's reasonable choice) the Company against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees) the Company may suffer or incur as the result of your error or omission; your fraudulent, negligent, or unauthorized act; or your breach of this Agreement. 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 attorneys fees) 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. You shall, upon demand, pay the Company as a debt due under this Agreement any sums due 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.

**Section 20. 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, 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 21. Right to Retire:** The Company may, at its sole discretion and without incurring any liability 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 22. 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 23. 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.

**Section 24. 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 25. 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; 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 26. 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

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Company may immediately terminate this Agreement for cause. As used herein, "cause" shall mean that the Company has made a good faith determination, which determination may be in the absence of any judicial or other independent finding of fact, that you: (i) breached this Agreement or any portion thereof (including but not limited to your failure to cooperate with the Company pursuant to section 20 hereof); (ii) committed fraud or any illegal act in the performance of your duties under this Agreement; (iii) violated any insurance or securities law or regulation,

Company policy or procedure, or provision of the Guide or the Code; (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; (vi) 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 Producer or in any other documents supporting that application or otherwise; (vii) defamed, libeled, slandered or disparaged the Company, its insurance products or any Company officer or employee; (viii) engaged in unprofessional, harassing or threatening conduct toward any customer or Company employee; or (ix) 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 products, securities or financial 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 therefor, whichever first occurs.

In the event this Agreement is terminated for cause 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.

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 27. Governing Law:** This Agreement is governed by the laws of the State of Maryland (without regard to any choice of law provisions).

**Section 28. Place of Contract:** The parties agree that this contract is made and entered into in the State of Maryland.

**Section 29. 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.

## Section 30. 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 and authority under Section 3 of this Agreement; (b) your authority under Sections 2 and 8 of this Agreement; and (c) the Company's obligations under Sections 4, 9 and 10 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.

# Insurance Producer Agreement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

- 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.
  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 agree to and accept the terms of this Producer Agreement as evidenced by my signature:

\_\_\_\_\_  
Producer's Signature\*

\_\_\_\_\_  
Date\*

\_\_\_\_\_  
Print Producer's Name

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

By affixing an electronic signature to this Agreement, Producer acknowledges that the Agreement does also apply to any identification numbers that has been assigned by the Company to the Producer.

# Authorization Agreement for Direct Deposit To Savings or Checking Account

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

I (we) hereby authorize FIDELITY AND GUARANTY LIFE INSURANCE COMPANY ("FIDELITY AND 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 and 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 and Guaranty upon demand, and agree to hold Fidelity and Guaranty harmless from any and all liability in connection therewith. Fidelity and Guaranty will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Agent Number	Payee's Name (Please Print)	Bank Account Number	Bank Name	
Bank Address	City	State	Zip Code	Bank Phone Number
ABA Transit / Routing Number (Lower left corner of your check)			Bank Account Type: <input type="radio"/> Checking <input type="radio"/> Savings	

This authorization is to remain in force until Fidelity and 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.

\_\_\_\_\_  
**Payee's Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Joint Payee's Signature** (if jointly paid, both parties must sign)

\_\_\_\_\_  
Date

Attach Voided Check Here

Return to **FIDELITY AND GUARANTY LIFE INSURANCE COMPANY**: Fax No. 410-895-0129

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **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**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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, and payments for services paid by a federal executive agency.

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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* on page 1.

\*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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](mailto: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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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. 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 Transfer Request

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

I hereby authorize Fidelity & Guaranty Life Insurance Company to make the following changes to my existing agent or producer agreement. Please Note: A release is not required for agents who request reappointment under a new hierarchy following all guidelines noted below are met. Application sign dates will determine eligibility for release.

### LIFE Agents

- A. Contract Effective Date or Hierarchy Effective date is greater than 90 days and there has been no submitted business within the past three months.
- B. If an agent has been contracted over 90 days and there has been production in the last 12 months, but no new business in the past 6 months, the agent can move to a different hierarchy however must remain at the current compensation level for at least 3 months. The agent will need to remain at the compensation level for a period of three months before any increase will be considered. Any agent that becomes a non-producer for the purpose of moving hierarchies after the six-month period will not be eligible to re-contract unless it is under the prior hierarchy.

### ANNUITY Agents

- Appointment date is greater than six months and
- No submitted business within the past six months

A Vector check will be completed on all hierarchy change requests to ensure agent is in good standing within the industry. If we determine there is an Outstanding Vector we will require proof the agent has worked out a payment plan with the carrier noted. If Vector is not resolved, we reserve the right to terminate the agent's Fidelity & Guaranty Life appointment providing 30-day notice. If there is an outstanding Fidelity & Guaranty Life agent debit balance outstanding, the debt must be paid in full prior to any transfer/hierarchy change.

Agents/Agencies with an outstanding debit balances are required to pay the balance in full prior to any consideration of a hierarchy release. We may permit the reduction of agent debt to be offset by submission of new business within the initial thirty days.

The agent needs to obtain an unconditional release from their current MGA; if an agent has never produced business they will be able to receive up to street level compensation. Any request for an above street level contract will require Home Office Approval.

Agents requesting to be terminated are eligible for rehire within the previous MGA providing they disclose an adequate production commitment.

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Agent Number: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Agent Fax: \_\_\_\_\_

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

Agency Authorized Signature and Title: \_\_\_\_\_

Fidelity & Guaranty Life Compensation Schedule \_\_\_\_\_

Fidelity & Guaranty Life Producer Code of New Appointing General Producer \_\_\_\_\_

Signature Authorized Producer \_\_\_\_\_ Date \_\_\_\_\_  
(Upline Signature/Authorization)

The Appointing General Producer's signature indicates acceptance of responsibility for this agent/agency to the extent outlined in your General Agent Agreement with Fidelity & Guaranty Life Insurance Company. This change will be effective when completed paperwork and all supporting documentation if necessary, (i.e. release etc.) is received and accepted by Fidelity & Guaranty Life Insurance Company.

## **FAIR CREDIT REPORTING ACT DISCLOSURE**

A consumer report may be obtained, and used, by Safe Harbor Financial, Inc. in connection with the consideration of your application. A consumer report is any written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, person characteristics of mode of living.

By signing below, you acknowledge that you have received and understand this Disclosure, and you authorize Safe Harbor Financial, Inc. to obtain consumer reports relating to you.

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Date

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Applicant's Name (Printed or Typed)

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Social Security Number

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Applicant's Signature