F&G Annuities & Life

Producer/Agency Form

	elity & Guaranty Life Insurance Company of New York
	Instructions: mplete 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 th	
Step 3. Once contracted and you have been given access to SalesLink, you wi	Il be asked to sign additional Agreements via an electronic signature.
MGA Name:	MGA Number:
MGA Address:	
	State: Zip Code:
Phone:	Fax:
Producer/Agency Information	5. Have you ever been alleged to have engaged in any fraud?
Producer/Agency Name:	Yes □No
Residence Address:	
City: State: Zip:	
Residence Phone:	
Cell Phone:	
Business Address:	8. Have you ever been barred, fined or disciplined by any
City: State: Zip:	
Business Phone: Fax:	9. Have you ever had your license to offer or sell insurance
e-mail address:	
Date of Birth:	jurisdiction?
Social Security Number:	
Condon DM DD DA Sonor	10. Do you hold a current definicate of continuing Education for
Gender: M F Agency	California and/or Iowa? ☐ Yes (Please attach a copy) ☐ No
Resident State License No.: Attach additional non resident licenses in which you wish to	— 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.)
be appointed.	If the Answer to any question from 1-9 above is yes, please
Broker Dealer Name:	attach an explanation. Additional information such as
Life Target Premium - Previous 12 Months: \$	supporting documents may be required
FG Life Premium - Next 12 Months: \$	
Fixed/Fixed-Indexed Annuity Premium - Previous 12 Months: \$ FG Annuity Premium - Next 12 Months: \$	
Have you ever filed for bankruptcy? ☐ Yes ☐ No	Insurance Company and/or Fidelity & Guaranty Life Insurance
 Have you ever been the subject of any complaint related to solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction?	the Company of New York (the "Company" in reference to either or both,
3. Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?	Agreement (each as amended from time-to-time). I understand that I can access all of these documents on SalesLink.
☐ Yes ☐ No	Signature of Producer
4. Have you ever been accused of or charged with any improp	er or Principal of Agency:
conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service? ☐ Yes ☐ No	Date
To be completed by the Appointing Agency	
	AGA Code:
Approved compensation level/contract type(s):	
Signature of Authorized Agent:	Date:

ADMIN 5477 (08-2015) Rev 8-2015

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

DISCLOSURE AND AUTHORIZATION

OF RELEASE OF INFORMATION FOR INDEPENDENT CONTRACTOR PURPOSES

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 this form, 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.

Name:				
Signature:				
Date:				
Social Secu	ırity Number:			

Authorization Agreement for Direct Deposit to Savings or Checking Account

С	☐ FIDELITY &	& GUARANTY L			V YORK		
(we) hereby authorize NSURANCE COMPAN inancial institution identifies event that Fidelity & four) account by it in error agree to hold Fidelity & process chargeback of the my (our) account.	Y OF NEW YORK ("I dified below ("Bank") a Guaranty notifies the for, I (we) hereby auth Guaranty harmless	FIDELITY & GU and the Bank to e Bank that fund norize the Bank s from any and	ARANTY") to d credit the same Is to which I (w to return said fu all liability in o	leposit my (our) e to my (our) a e) am not entitl unds to Fidelity connection ther	commission payme ccount as described ed have been depo & Guaranty upon de ewith. Fidelity & Gi	ent with the d below. In sited to my emand, and uaranty will	
Agent Number	Payee's Na Print)	ame (Please	Bank Account Number B		Bank Name		
Bank Address	City		State	Zip Code	Bank Phone Numl	per	
ABA Transit / Routing l	Number (Lower left co	orner of your che	Bank	Account Type:	Checking C) Savings	
This authorization is to r ts termination in such ti on it. This authorization	me and in such mann	ner as to afford t	he Company ar	nd/or the Bank a iform Commerc	a reasonable opport		
Payee's Signature Joint Payee's Signatur	re (if jointly paid, both	parties must sig	n)	Date Date			
	μ	Attach Voide	d Check Her	re			

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

Fidelity & Guaranty Life is the marketing name of Fidelity & Guaranty Life Insurance Company and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Only Fidelity & Guaranty Life Insurance Company of New York is authorized to sell insurance and annuities in New York. Fidelity & Guaranty Life products are underwritten by Fidelity & Guaranty Life Insurance Company in all states and DC other than New York and, in New York Only, Fidelity & Guaranty Life Insurance Company of New York.



Request for Taxpayer Identification Number and Certification

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

	110101	ido doi vido								
	Nam	ne (as shown on your income tax return)								
je 2.	Busi	ness name/disregarded entity name, if different from above								
on page	Check appropriate box for federal tax classification:					Exemptions (see instructions):				
ype	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate					Exempt payee code (if any)				
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶					Exemption from FATCA reporting code (if any)				
Pri In		Other (see instructions) ▶								
l ecific	Add	ress (number, street, and apt. or suite no.)	Requeste	r's nam	ne and	d addre	ss (opt	ional)		
Print or type See Specific Instructions on	City,	state, and ZIP code								
	List	account number(s) here (optional)								
Par	tΙ	Taxpayer Identification Number (TIN)								
		TIN in the appropriate box. The TIN provided must match the name given on the "Name"	" line	Social	secu	ritv nur	nber			
to avo	id ba	ckup withholding. For individuals, this is your social security number (SSN). However, fo	ra 🗍			Ī		$\neg \vdash$	$\overline{1}$	
reside	nt ali	en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other				-		-		
	,	s your employer identification number (EIN). If you do not have a number, see How to ge	et a					L		
TIN or			Г	F						
		e account is in more than one name, see the chart on page 4 for guidelines on whose	Ļ	Employ	yer identification number					_
numbe	er to	enter.			_					
Part	Ш	Certification								
Under	pena	alties of perjury, I certify that:								
1. The	e nun	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	r to be	issu	ed to	me), a	nd		
Ser	vice	t subject to backup withholding because: (a) I am exempt from backup withholding, or (b. (IRS) that I am subject to backup withholding as a result of a failure to report all interest er subject to backup withholding, and								
		J.S. citizen or other U.S. person (defined below), and								
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is corre	ct.						
becau interes genera instruc	se yo st pai ally, p	on instructions. You must cross out item 2 above if you have been notified by the IRS the bulk have failed to report all interest and dividends on your tax return. For real estate transicid, acquisition or abandonment of secured property, cancellation of debt, contributions to buyments other than interest and dividends, you are not required to sign the certification, son page 3.	actions, it o an indiv	em 2 o	does etire	not ap ment a	ply. Farrang	or moi ement	rtgage (IRA),	and
Sign Here	,	Signature of U.S. person ► Da	ate ►							

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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.

Form W-9 (Rev. 8-2013) Page **2**

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 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.
- 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 allen 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.

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, 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 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

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 on page 3 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

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. 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 Regulation section 301.7701-2(c)(2)(iii). 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 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 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, 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.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Form W-9 (Rev. 8-2013) Page **3**

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- $4\!-\!\mathrm{A}$ 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 possession of the United States
- 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.

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—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 possession of the United States, 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 Reg. 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 Reg. 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 1040
- 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

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. 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. You can get Forms W-7 and SS-4 from the IRS by visiting 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, 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 items 1, 4, or 5 below 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 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.
- ${\bf 3.}$ 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), 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.

²However, 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.

Agent Appointment Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

Agents must complete a Producer Information Form 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 Information
- 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 an applications the date the applications was sign 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 to the state regulations.
- **Electronic Funds Transfer** (EFT direct deposit form) Complete and sign the Authorization Agreement for Direct Deposit form and enclose a voided check or deposit slip.
- Anti-Money Laundering Certification (AML) All agents are required to complete the AML training, provide proof of completion.
- Submit a copy of your Errors & Omissions (E&O) certificate of coverage with your signed contracting paperwork.
 E&O coverage is mandatory in:

Alabama Kentucky Massachusetts Mississippi Rhode Island.

Mandatory License for Overrides

Agents are required to be appointed by Fidelity & Guaranty Life Insurance Company in those states that they solicit business, both resident and non-resident license. Non-resident licensing is required for any overrides, which are paid in:

Alabama Louisiana Montana Pennsylvania Utah

Florida Maryland New Mexico Puerto Rico West Virginia

Kentucky Mississippi New York South Carolina

Resident License is required for all agents/agencies that issue a license to be paid commission.

Pre-Solicitation States

States have guidelines on whether or not an agent can solicit business prior to appointment date. We designate states that have restrictions as "Sensitive States" and must be appointed prior to submitting business. These states include:

Alabama Iowa North Carolina Utah
Delaware Louisiana Pennsylvania Wisconsin
District of Columbia New Hampshire Puerto Rico Wyoming
Florida New Mexico South Carolina

Georgia Nevada Texas

Fidelity & Guaranty Life pays all state appointment fees and renewal fees.

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

Rev. 12-2017 17-1551

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 Instructions

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

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).

Annualization Addendum to General Agent's or General Producer's Agreement

	INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY
This	Annualization Addendum to General Agent's or General Producer's Agreement (the "Addendum") is made as of the day of
You as fo	by and between Fidelity & Guaranty Life Insurance Company (the "Company") and
1.	Subject to the terms of the Agreement and this Addendum, the Company agrees to pay you, upon issuance of the policy, an initial commission(s) in the following percentage amount(s) of the first year commission shown on your Compensation Schedule for all authorized life insurance policies sold by you (the "initial commission"). The balance of the first year commission shown on the Compensation Schedule, if any, shall be paid on an earned basis upon the Company's receipt of the premium in months 10, 11 and 12 of the first year of the policy.
2.	In the event of termination, for any reason, of a policy on which an initial commission has been paid under Paragraph 1 of this Addendum, there will be a chargeback as provided in the Compensation Schedule. The chargeback will be withheld from the next commission payment(s) due you until fully repaid. If there is insufficient activity to repay the amount of the chargeback within thirty (30) days, you must remit the balance to the Company within ten (10) days of the Company's written notice to you or the terms of Paragraph 8 of this Addendum will apply.
3.	The Company's agreement to pay initial commissions under this Addendum is subject to the following conditions and limitations:
	 (a) The amount of the initial commission is limited to \$3500 for any one policy. (b) Premiums paid through payroll deductions and/or as a part of a grouping of payments made by one entity or individual (also known as "list bill") are not eligible for annualization. (c) Premiums on annuity contracts are not eligible for annualization. (d) You must maintain a yearly production of \$10,000 of paid annualized premiums on a pro rata monthly basis.
	(e) No commission shall be eligible for annualization unless the Company receives the required premium for the policy in full and all requirements for the issuance of the policy are fulfilled.
	 (f) Payment of an initial commission under this Addendum is limited to policies paid by pre-authorized check and annual payment plans. (g) The chargeback provisions in the applicable Compensation Schedule continue to apply. (h) Any policies which name you, your spouse, relatives, friends, etc. as the insured are not eligible for annualization.
4.	In consideration for the privilege of receiving annualized commissions under this Addendum, the Company reserves the right to require, on thirty (30) days prior written notice, that you pay a fee in an amount not to exceed two percent (2%) of commission and/or two percent (2%) of your advanced commission balance.
5.	The Company reserves the right to modify or terminate this Addendum at any time upon written notice to you. The Company may terminate this Addendum without also terminating the Agreement. However, termination of the Agreement for any reason will automatically terminate this Addendum.
6.	In the event that the Company reasonably believes that you or your Agents/Producers are engaged in consistent internal replacement activity, the Company reserves the right to lower renewal commission rates on all business written with the Company.
7.	The Company reserves the right to hold commissions that would otherwise be paid under this Addendum if it has outstanding issues of conduct or performance that need to be resolved with you or your Agents/Producers.
8.	Upon termination of this Addendum or upon termination of any policy on which an initial commission was paid, there will be a chargeback as provided in the Compensation Schedule, which must be repaid by you within ten (10) days. If you fail to repay you debt to the Company, the Company has the right to pursue all legal and equitable remedies available to it in enforcing your obligations hereunder and collecting your debt, including without limitations, the following:
	 (a) The Company has the right to setoff the amount it is owed against any commissions you earn from the Company or any of its affiliates. (b) The Company has the right to attach any commissions that you have earned or will earn in the future from the sale of insurance products for other companies. The Company, at its sole option, may agree to allow you to repay the debt in twelve (12) consecutive equal monthly installments, together with interest on the unpaid principal balance at a fixed rate of the lesser of eight percent (8%) per annum or the maximum rate of interest allowed by law. Each payment shall be due on the first day of each month. All payments shall be applied first to interest and then to principal. You agree to execute a promissory note and loan agreement as the entire principal balance outstanding, together with all accrued and unpaid interest thereon, shall become immediately due and payable, in full, without notice or demand. In the event of default, you hereby authorize the Company, by its attorney or by the clerk of any court, to appear before any court of competent jurisdiction and to confess judgment against you in the full amount of your debt to the Company, plus all costs and expenses incurred by the Company in recovering any amount you owe, including attorneys' fees and court costs, if any, hereby waiving and releasing any and all rights of presentment, demand, protest, notice of non-payment and all rights of exemption, modification, appeal, vacation or stay of execution to which you may be entitled under the laws of the State of Maryland or the United States now in force or which may hereafter be passed.
9.	The amount of your debt to the Company under Paragraph 8 shall be increased to include the Company's costs and expenses to enforce this Addendum and recover the amount you owe, including without limitation, the Company's reasonable attorney's fees and court costs.
10.	The Company's failure to insist on strict compliance with this Addendum or to exercise any right or remedy shall not constitute a waiver of any rights contained in this Addendum or the Agreement, or prevent the Company from insisting on strict compliance or exercising any right or remedy in the future.
11.	This Addendum sets forth the entire agreement between the parties with respect to the subject of commission annualization and supersedes all prior or contemporaneous agreements and understandings, whether oral or written. This Addendum shall be governed by and construed under the laws of the State of Maryland, without regard to rules concerning conflicts of law.
	Except as expressly set forth in this Addendum, all provisions of the Agreement shall remain in full force and effect.
	VITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their authorized representatives, under seal, on the dates indicated to their respective signatures.
<u>G</u> er	eral Agent/Producer (type or print) and Agent/Producer Code No. Fidelity & Guaranty Life Insurance Company

Annualization Addendum to General Agent's or General Producer's Agreement

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

Instructions for Completing Fidelity & Guaranty Life Insurance Company's Annualization Addendum

- 1. In the opening paragraph, insert effective date of the Annualization Addendum. (This should be the later of the following dates: (a) the date on which Fidelity & Guaranty Life Insurance Company executes the Annualization Addendum, or (b) the date on which the Master General Agent/Producer approves the Annualization Addendum.)
- 2. In the opening paragraph, insert complete name of General Agent/Producer as it appears on the General Agent's/Producer's Agreement.
- 3. In the second (unnumbered) paragraph, insert effective date of the General Agent's/Producer's Agreement.
- 4. In Paragraph #1, insert the percentage of first year commissions which will be annualized and paid as an initial commission or commissions. (Express both in words *and* insert as a number in parenthesis.)
- 5. In the signature provisions, type or print the name of the General Agent/Producer and insert the General Agent's Agent Code Number (for DSS purposes).
- 6. Have the General Agent/Producer sign and date the Addendum.
- 7. Below the General Agent's/Producer's signature, insert the Title of General Agent/Producer. (To be used only if the General Agent/Producer is a corporation and the person who signed the Addendum has signed as an officer of the corporation and not as an individual. If the General Agent/Producer is an individual, you can leave this space blank or insert the words "General Agent/Producer.")
- 8. In the signature provisions, type or print the name of the Master General Agent/Producer and insert the Master General Agent's/Producer's Agent/Producer Code Number (for DSS purposes).
- 9. Have the Master General Agent/Producer sign and date the Addendum.
- 10. Below the Master General Agent's/Producer's signature, insert the title of the Master General Agent/Producer. (To be used only if the Master General Agent/Producer is a corporation and the person who signed the Addendum has signed as an officer of the corporation and not as an individual. If the Master General Agent/Producer is an individual, you can leave this space blank or insert the words "Master General Agent.")
- 11. The Addendum must be signed and dated by an officer or authorized representative of Fidelity & Guaranty Life Insurance Company.
- 12. Below the signature of the Fidelity & Guaranty Life Insurance Company officer or authorized representative, insert that person's title.

- Agreement on Reverse -