

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.
- **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	Massachusetts	Rhode Island.
Kentucky	Mississippi	

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	New Mexico	South Carolina
Florida	Mississippi	New York	Utah
Kentucky	Montana	Pennsylvania	West Virginia

Sensitive 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". These states include:

Alabama	Iowa	North Carolina
District of Columbia	Louisiana	Pennsylvania
Georgia	New Mexico	Utah

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
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Annuity Suitability Certifications

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

Agent appointment packages MUST be signed and submitted by your up-line and/or MGA (Master General Producer)

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

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.: _____

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.)

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

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) 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.

**FAIR CREDIT REPORTING ACT DISCLOSURE AND
AUTHORIZATION FOR EMPLOYMENT PURPOSES**

Please be advised that a consumer report or investigative consumer report may be obtained from a consumer reporting agency for the purpose of evaluating you for employment, promotion, reassignment, or retention as an employee. 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 Release and Authorization shall remain valid and in effect during the term of my employment.

Agent Name/Principal of Agency Name: _____

Agent Number: _____

Signature: _____

Date: _____

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 _____, _____ by and between Fidelity & Guaranty Life Insurance Company (the "Company") and _____ ("you," "your," or "yours").

You and the Company agree that this Addendum will modify your General Agent's or General Producer's Agreement dated _____ (the "Agreement") as follows:

- 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.
- 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.
- The Company's agreement to pay initial commissions under this Addendum is subject to the following conditions and limitations:
 - The amount of the initial commission is limited to \$3500 for any one policy.
 - 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.
 - Premiums on annuity contracts are not eligible for annualization.
 - You must maintain a yearly production of \$10,000 of paid annualized premiums on a pro rata monthly basis.
 - 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.
 - Payment of an initial commission under this Addendum is limited to policies paid by pre-authorized check and annual payment plans.
 - The chargeback provisions in the applicable Compensation Schedule continue to apply.
 - Any policies which name you, your spouse, relatives, friends, etc. as the insured are not eligible for annualization.
- 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.
- 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.
- 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.
- 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.
- 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:
 - 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.
 - 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.
- 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.
- 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.
- 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.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed by their authorized representatives, under seal, on the dates indicated next to their respective signatures.

General Agent/Producer (type or print) and Agent/Producer Code No.

Fidelity & Guaranty Life Insurance Company

Signature/Date (SEAL)

By: _____ (SEAL)
Signature/Date

Title

Its _____
Title

Approved: _____
Master General Agent/Producer (type or print) and Agent/Producer Code No.

Signature/Date (SEAL)

Title

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 -

Authorization Agreement for Direct Deposit to Savings or Checking Account

INSURER:

- FIDELITY & GUARANTY LIFE INSURANCE COMPANY
 FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

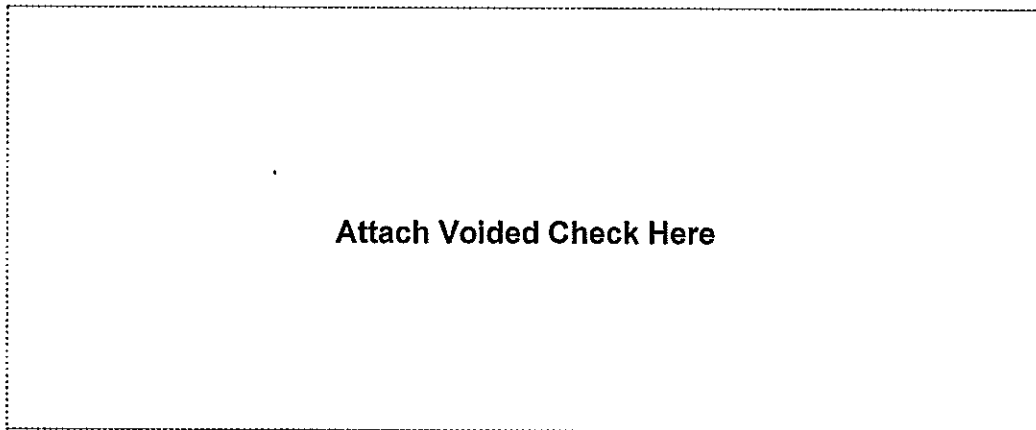
I (we) hereby authorize FIDELITY & GUARANTY LIFE INSURANCE COMPANY or FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK ("FIDELITY & GUARANTY") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described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

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 & 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



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.

Print or type See Specific Instructions on page 2.	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									

Employer identification number								

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

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.

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

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

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.