



FIDELITY & GUARANTY (Life & Annuity) Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- ☐ Training Requirements Acknowledgement
- ☐ Producer/ Agency Form [ADMIN 5477] *(If contracting as an agency, you must complete two copies... one copy with your personal information listed, and one copy with your agency information listed.)*
- ☐ Disclosure and Authorization of Release of Information for Independent Contractor Purposes [ADMIN 5650]
- ☐ W-9 Form
- ☐ VectorOne Debit-Check Agent/ Agency Authorization Form
- ☐ Individual State License(s)
- ☐ Annuity CE Certificate *(Required for Annuity appointments)*
- ☐ Corporate State License(s) *(If Applicable)*
- ☐ Proof of E&O
- ☐ Authorization Agreement for Direct Deposit to Savings or Checking Account [ADMIN 4955] w/ Voided Check (OPTIONAL)
- ☐ Annualization Addendum to General Agent's or General Producer's Agreement [ADMIN 5512] (OPTIONAL) *(ONLY AVAILABLE FOR LIFE CONTRACTS)*
- ☐ Criminal History Consent Form *(If Applicable, ONLY for agents doing business in Georgia)*
- ☐ Agent Transfer Request [ADMIN 5224] (OPTIONAL)

I AM INTERESTED IN BEING CONTRACTED FOR...

☐ LIFE & ANNUITY ☐ LIFE ONLY ☐ ANNUITY ONLY

SEND TO:

Mail: Attention: Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Email: lifesubmission@absgo.com



805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue
<https://www.revenue.pa.gov/>



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____



Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

Agents are responsible for any/all necessary:

❖ **CARRIER specific training.**

❖ **STATE product training.**

Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.

❖ **ANNUITY CE (Continuing Education) CREDIT requirements.**

❖ **AML (Anti-Money Laundering) TRAINING requirements.**

If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.

I, _____, verify that I understand the above requirements. I also verify that I am aware that incompleteness of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

Signature

Date



Agent Appointment Instructions

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

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

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

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

Mandatory License for Overrides

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

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

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

Restricted State - Pennsylvania

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

General Continuing Education

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

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



Agent Appointment Instructions

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

Annuity Suitability Certifications

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

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

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



Producer/Agency Form

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

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

Instructions

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

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

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

MGA Name: _____ MGA Number: _____

MGA Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

To be completed by the Appointing Agency

Name of Agency: _____ AGA Code: _____

Approved compensation level/contract type(s): _____

Signature of Authorized Agent: _____ Date: _____

Producer/Agency Information

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



Producer/Agency Form

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

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

1	Have you ever filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Have you ever been convicted of any crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Have you ever been barred, fined, or disciplined by any insurance, securities, or other regulator in any jurisdiction?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Have you ever had your license to offer or sell insurance products or securities suspended or revoked in any jurisdiction?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Do you hold a current Certificate of Continuing Education for California and/or Iowa? (If yes, please attach a copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Have you taken the AML training course? (If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Direct Deposit Information - REQUIRED

Bank Name:		Phone Number:											
Address:		City:	State:										
			Zip Code:										
Routing Number:		Account Number:											
<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Daily EFT Pay: <input type="checkbox"/> Check This Box to Request Daily EFT Pay Frequency											

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

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

Signature of Payee	Date



Producer/Agency Form

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

DISCLOSURE AND AUTHORIZATION

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

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

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

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

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

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

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

Signature of Producer or Agency Principal:

Printed Name:

Date:

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		
Agent e-mail address:		<input type="radio"/> Request Daily EFT Pay Frequency		

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

Payee's Signature

Date

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

Date

Attach Voided Check Here

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.

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:

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.
 - (c) 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.
12. 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. _____

(SEAL)

Signature/Date

Title

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

(SEAL)

Signature/Date

Title

Fidelity & Guaranty Life Insurance Company

By: _____ (SEAL)

Signature/Date

Its _____

Title

Agent Transfer Request

INSURER:

☐ FIDELITY & GUARANTY LIFE INSURANCE COMPANY

☐ FIDELITY & GUARANTY LIFE INSURANCE COMPANY OF NEW YORK

I hereby authorize the Company (Fidelity & Guaranty Life Insurance Company or Fidelity & Guaranty Life Insurance Company of New York) 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 or ANNUITY Agents

- Appointment date is greater than six (6) months and
- No submitted business within the past six (6) months

Provision of Notice

Annuity and Life Agents wishing a release sometimes direct business to another carrier in an attempt to allow their association with a current MGA time to expire, this does not help the Company, the current MGA, or the prospective MGA.

- Effective immediately, we will recognize written notice from an agent informing us that he wishes to change his reporting relationship or gain release from his current MGA.
- Annuity Agents providing notice are still subject to a six (6) month waiting period, if the MGA refuses the release and they have written business in the last six (6) months.
- Life Agents providing notice are still subject to a six (6) month waiting period, if the MGA refuses the release and they have written business in the last six (6) months.
- Provision of notice allows the writing agent to continue writing business without extending the release horizon. In other words, if an agent provides notice on 01/14/2015 that he/she wants to change hierarchies, and the up-line – MGA refuses the release, the agent may continue writing business and transfer without consent from his up-line effective 07/01/2015. The agent will be required to submit the completed transfer form after the wait period expires to actually trigger the transfer request.

Agent Name: _____

Agent Number: _____

Agent Address: _____

Agent Email Address: _____

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)

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 Company appointment providing 30-day notice. If there is an outstanding Company 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 with the previous MGA providing they disclose an adequate production commitment.

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.

Form only applies to resident/non-resident GA producers

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

Criminal History Consent Form

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

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

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

Alias/Maiden names

Address

City

State

Zip Code

Month, Day and Year of Birth

Social Security Number

Signature

Date

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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