

# **FIDELITY & GUARANTY**

## **Contracting Guidelines**

### **To set up Corporation and Principal:**

- General Producer's Agreement filled out on the Corporation. Need not complete DOB, list Tax ID for Social Security #, Principal signs.
- Producer Information Form filled out on the Principal
- W9 for Corporation and W9 for Principal
- Copy of Corp license, copy of Principal license
- Proof of E&O

### **Other agent's commissions to be assigned to the Corporation:**

- Producer Information Form filled out on the Agent
- W9 for the agent
- Copy of Agent license
- Copy of E&O

### **Commissions paid direct to agent:**

- General Producer's Agreement filled out on the Agent and signed.
- General Producer's Agreement (page 2) signed by the Agent
- W9 for the Agent
- Copy of Agent license
- Copy of E&O

# General Producer's Agreement

**INSTRUCTIONS:**

- STEP 1:** Complete, sign, and date this form below. Please note that the term "you" or "your" refers to the entity or individual named below. Sign below at the bold X.
- STEP 2:** Complete and sign the General Producer's Agreement on reverse side at the bold X. No alterations accepted.
- STEP 3:** Enclose this form along with a copy of the current life license of the contracted entity or individual, a signed W-9 form, and a signed state appointment form (if necessary) and mail to the MGA address.
- STEP 4:** A copy of your contract will be returned to you as soon as possible.

**FOR SPEEDY SERVICE PLEASE PROVIDE**

FAX #: (800) 436 8255

 Marketing Contact Name: CPS INSURANCE SERVICES  
NICOLE

MGA Name: CPS INSURANCE SERVICES

MGA Address: 9 CORPORATE PARK DR #100

City: IRVINE State: CA Zip: 92606

**PRODUCER INFORMATION**

Please Print or Type

This is a request for the appointment of:

1. Producer Name: \_\_\_\_\_
2. Residence Address: \_\_\_\_\_  
(if applicable)  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Residence Phone: ( ) \_\_\_\_\_
4. Business Address: 9 CORPORATE PARK DR STE 100  
City: IRVINE State: CA Zip: 92606
5. Business Phone: (949) 863 0700
6. Business Fax: (949) 863 9318
7. E-Mail Address: ANNUITY@CPSINSURANCE.COM
8. Date of Birth: \_\_\_\_\_
9. Social Security #: \_\_\_\_\_
10. Res. State License #: \_\_\_\_\_  
*Copy of license and letter of certification (if applicable) required.*
11. Additional state(s) in which you wish to be appointed  
(and license numbers): \_\_\_\_\_  
*Copy of license and letter of certification (if applicable) required.*

12. Have you ever had a contract with The St. Paul, USF&G or F&G Life?  
☐ No ☐ Yes Producer Code: \_\_\_\_\_

13. Have you ever filed for bankruptcy?  
☐ No ☐ Yes

14. Have you or your principals (including officers, directors, partners, members or shareholders) ever been refused an insurance or any other professional, occupational or vocational license; or had any such license restricted, suspended or revoked; or relinquished or surrendered any such license as part of any investigation or proceeding?  
☐ No ☐ Yes

15. Have you or your principals (including officers, directors, partners, members or shareholders) ever been fined, barred or otherwise disciplined by an insurance regulatory authority or any other regulatory authority of any kind?  
☐ No ☐ Yes

16. Have you or your principals (including officers, directors, partners, members or shareholders) ever been convicted or pled guilty or *nolo contendere* to a crime, felony or misdemeanor, other than a traffic violation, or are you now under indictment?  
☐ No ☐ Yes


17. Are you or your principals (including officers, directors, partners, members or shareholders) currently the subject of any investigation, inquiry or proceeding before any insurance or other professional, occupational or vocational licensing or regulatory authority or association?  
☐ No ☐ Yes

If you answered Yes to any question #13-17, please attach a statement of explanation.

18. Sex: ☐ Male ☐ Female

BY SIGNING BELOW, I HEREBY AUTHORIZE F&amp;G LIFE TO (A) CONDUCT A BACKGROUND INVESTIGATION IF REQUIRED BY STATE INSURANCE CODES OR IF OTHERWISE DEEMED APPROPRIATE OR DESIRABLE BY F&amp;G LIFE, AND (B) DISCLOSE THE RESULTS OF THE INVESTIGATION TO THE MASTER GENERAL PRODUCER, THE GENERAL PRODUCER AND/OR THE PRODUCER BY WHOM I WAS REFERRED TO F&amp;G LIFE FOR APPOINTMENT.

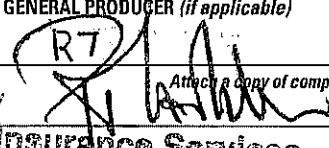
BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ F&amp;G LIFE'S MARKET CONDUCT GUIDE. I AGREE TO COMPLY WITH ALL PROVISIONS CONTAINED IN THE MARKET CONDUCT GUIDE, AS AMENDED FROM TIME TO TIME, AND ALL OTHER PRESENT AND FUTURE RULES, REGULATIONS AND DIRECTIVES OF ANY NATURE ISSUED BY F&amp;G LIFE WITH RESPECT TO MARKET CONDUCT.

 Signature: 

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE READ AND SIGN GENERAL PRODUCER'S AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION.**
**TO BE COMPLETED BY APPOINTING GENERAL PRODUCER (if applicable)**

 Compensation Schedule: 

Attach a copy of compensation schedule.

 Signature of Authorized Producer:  Date: \_\_\_\_\_

Name of Producer: CPS Insurance Services

F&amp;G Life Producer Code of Appointing General Producer: \_\_\_\_\_

Home Office Use Only

Producer Code #: \_\_\_\_\_ RSM \_\_\_\_\_

# General Producer's Agreement

This agreement is made between Fidelity & Guaranty Life Insurance Company (the "Company") and the General Producer named on the reverse page ("you," "your" or "yours"). You and the Company agree as follows:

**SECTION 1. Representations:** You represent that you are properly licensed and authorized to sell the types of contracts which are the subject of this Agreement. The Company represents that it is properly licensed and authorized to issue such contracts.

**SECTION 2. Appointment:** The Company appoints you as its representative in all jurisdictions where you are properly licensed, except New York, to act in accordance with the terms of this Agreement. This territory is not assigned to you exclusively.

## SECTION 3. Authority:

**A. Appoint Producers:** The Company authorizes you to recruit and recommend to the Company producers to carry out the purposes of this Agreement. All of your appointments of producers are subject to the prior written approval of the Company, which approval may be provided or withheld in the Company's sole discretion. Licensed producers appointed under this Agreement shall be referred to as "Producers" or "your Producers." The Company may terminate or cause you to terminate the appointment or contractual relationship of any of your Producers with or without cause and with or without your approval. All Producers you recruit for the purpose of soliciting the sale of the Company's products must be appointed on the Company's standard appointment form. In addition, if the Company will pay compensation directly to a Producer, the Producer must enter into the Company's standard form of General Producer's Agreement or Producer's Agreement.

**B. Sell Products:** The Company authorizes you and your Producers to solicit the sale of contracts of life insurance and annuities which the Company may lawfully underwrite and which are described in the attached Compensation Schedule (the "Authorized Contracts"); subject, however, to the restrictions placed upon you and your Producers by the laws and regulations of the jurisdictions where you are licensed, the Company's underwriting rules, other rules as are promulgated to you, and the terms and conditions of this Agreement.

**C. Other:** The Company authorizes you to perform any other act specifically authorized by this Agreement.

**SECTION 4. Limitations of Authority:** You are not authorized to incur on behalf of the Company any indebtedness or liability; to make, alter or discharge contracts; to waive forfeitures; to quote rates except as published by the Company; to extend the time of payment of any premium; to extend credit for the purpose of purchasing insurance or keeping it in force; or to do any act not specifically authorized by this Agreement.

**SECTION 5. Responsibility for Producers:** You agree to assume full responsibility for all business produced by you or your Producers and for the acts of your Producers, employees, officers and sub-Producers. Any act or omission, or breach of this Agreement, by any of your officers, employees, Producers or sub-Producers shall be deemed an act, omission or breach by you and the Company may exercise its rights under this Agreement as if such act, omission or breach had been committed by you.

**SECTION 6. Right of Inspection:** The Company shall at all times have the right to inspect any and all books, records, accounts, correspondence, or data in your office or kept by you or any Producer so far as the same may relate to the business of the Company, and to make such extracts or copies as it may desire.

**SECTION 7. Independent Contractor:** At all times you shall be deemed an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between you and the Company. You are free to exercise your own judgment as to the persons you will recruit as Producers and from whom you will solicit insurance, the time and place of solicitation, and the manner in which you will perform the obligations of this Agreement.

**SECTION 8. Application Completion:** You shall complete an application for each policy issued by the Company on the Company's application form. All of the responses to the questions in the application shall completely and accurately reflect the applicant's responses to these questions as conveyed to you. All information you have relating to the applicant's responses shall be appended to the application, with or without the applicant's consent, and transmitted to the Company with the application. In addition, you shall insure that the application is reviewed by the applicant before it is signed by the applicant and that it is signed in your presence, after which you shall sign as witness to its execution. You shall send the application to the Company immediately after it has been executed.

**SECTION 9. Premium Remittance:** You shall immediately forward to the Company any premium, entire or partial, taken with an application. If the first premium is paid in cash on delivery of a policy, you shall at once remit to the Company in cash. You have no right or authority to receive or collect moneys for or on behalf of the Company at any time for any purpose except the initial premium on insurance procured by you or any of your Producers and necessary to put the policy in force. However, the Company may, in its discretion, permit you to collect deferred first year and renewal premiums as and when they mature. Premiums remitted through negotiable instruments such as checks shall be made payable to the Company. All moneys, negotiable instruments, or securities you receive for or on behalf of the Company shall be held by you as trustee for the Company and shall not be used by you for any personal or other purposes whatsoever but shall be immediately paid over to the Company.

**SECTION 10. Insurable Condition:** For any policies delivered to you by the Company, you shall arrange for such policies to be delivered to the policy owners and the first premium paid in accordance with the delivery instructions issued by the Company. You shall not permit the delivery of any policy unless to the best of your knowledge, the insured is alive, in good health, in the same condition as at the time of application, in insurable condition, and the first premium has been fully paid. You shall return to the Company on the day following the expiration of 60 days any contract which was not so delivered.

## SECTION 11. Company Property:

**A.** The Company will furnish you such policies, forms, advertising matter, diskettes, and other supplies as it may deem necessary. The title of these materials as well as all undelivered policies, books, supplies or other property as furnished to you by the Company shall be vested in the Company and shall be accounted for and delivered to its authorized representative upon the termination of this Agreement or at any other time, upon demand. You may not make any modifications to diskettes furnished by the Company. You may not transfer, rent, sell, or in any way make available any diskettes to any person not an employee of you or the Company.

**B.** You understand and acknowledge that during the term of this Agreement you may gain access to certain confidential and proprietary information relating to the Company and its business and you agree to keep all such information confidential.

**SECTION 12. Advertising:** All advertising copy and promotional materials developed by you or your Producers wherein the identity of the Company, its plans of insurance, policies and practices, or its compensation rates are mentioned, directly or by inference, must be approved by the Company prior to their use or publication (including, but not limited to, use on the Internet).

**SECTION 13. Right to Retire:** The Company, in its sole discretion, may retire from any jurisdiction and may discontinue or withdraw any policy form from any jurisdiction where you are licensed without prejudice to the right of the Company to continue said forms in any other jurisdiction without liability to you or your Producers. You agree that under no circumstances whatsoever shall the Company be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Agreement.

**SECTION 14. Litigation:** You agree to hold harmless, defend (with counsel) reasonably acceptable to the Company) and indemnify the Company against any claims, judgments, settlements, costs, expenses or other damages, including attorneys fees, which the Company may suffer or incur as the result of any negligent, fraudulent or unauthorized act, or error or omission, of you, any of your employees, Producers, officers or sub-Producers. The Company shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. You shall, upon demand, pay the Company as a debt due hereunder any sums due to it in accordance with this section, as well as any monies expended by the Company in answering or defending any attachment, garnishment or other proceedings involving you, your employees or officers, or any Producer or other individual under your direct control and supervision.

## SECTION 15. Compensation:

**A.** The Company will pay you as full compensation and you accept as such only the commissions set forth in the Compensation Schedule, which is attached to and forms a part of this Agreement, on Authorized Contracts written and effected with the Company by you or your Producers, and actually paid for and accepted by the Company while your authority under Sections 2 and 3 of this Agreement remains in force. The Company shall not be responsible for any of your expenses.

**B.** No commission will be paid on life insurance premiums paid in advance until one month after due dates of the respective premiums so paid in advance, and then only if the policy is then in force.

**C.** Unless modified at the option of the Company, renewal commissions shall be payable subject to the provisions and limitations of this Agreement and the relevant Compensation Schedule.

**D.** You may not pay directly or indirectly to any of your Producers compensation in excess of the maximum compensation provided for in such Producer's compensation schedule, unless approved by the Company in advance.

**E.** Any commission payable directly to any Producer shall be netted against any compensation payable to you pursuant to the Compensation Schedule. Neither your Producers who are not paid directly by the Company nor any other person shall have any claim against the Company on the account of sale or service of any Authorized Contract under this Agreement and you agree to indemnify, defend, and hold the Company harmless for any such claims or related expenses.

**SECTION 16. Indebtedness:** The right of you or any person claiming through you to receive any of the commissions or other compensation provided for in this Agreement shall at all times be subordinate to the right of the Company to offset or apply such commissions or compensation against any indebtedness of you or your Producers to the Company or any of its affiliates. You agree to reimburse the Company for all costs and expenses incurred in collecting said debt, including reasonable attorney's fees and court costs. For purposes hereof, the term "affiliate" means The St. Paul Companies (including successors and assigns) and its direct and indirect subsidiaries. If you are a business entity, the individual executing this Agreement on your behalf agrees by signing below that he or she shall be personally liable to the Company for any amounts due to the Company by you or your Producers under the terms of this Agreement.

**SECTION 17. Commission Forfeiture:** In the event the Company shall, either during the continuance of this Agreement or after its termination, refund premiums under any policy for any reason, you shall forfeit all right to compensation on said policy and shall immediately return to the Company any compensation paid to you which is attributable to the premiums refunded.

## SECTION 18. Commission Assignment: Assignment by Company:

**A.** You shall not assign, transfer, or pledge this Agreement or any commission hereunder without the written consent of the Company which shall not be unreasonably withheld. No assignment of any commissions hereunder shall be binding upon the Company unless it is in writing and filed at the Home Office of the Company. The Company assumes no responsibility as to the validity or effect of any such assignment.

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

**SECTION 19. Commission Vesting:** In the event of termination of this Agreement and subject to the provisions of Section 20, the Company will continue to pay first year and renewal commissions on premiums received and accepted by the Company in accordance with the Compensation Schedule; provided, however, that payment of service fees will cease on the date of termination of the Agreement. In the event of your death, commissions will be paid to your spouse, otherwise to your estate, in accordance with the Compensation Schedule.

**SECTION 20. Commission Restrictions:** No further commission or other compensation will be paid to you under this Agreement in the following circumstances:

**A.** If you withhold or misappropriate funds of the Company, its policyholders, or applicants for any reason.

**B.** If you commit fraud or any other illegal act in the performance of your duties under this Agreement.

**C.** If you use your license to act as an insurance producer because of revocation or suspension by a public authority, or if you voluntarily surrender your license after allegations of misconduct by a regulatory authority.

**D.** If you directly or indirectly induce or attempt to induce any policy owner of the Company to stop premium payments or surrender any policy.

**E.** If, with your full knowledge, any of your Producers commits any act set forth in this Section.

**SECTION 21. Solicitation Rights:** You agree that the Company will have at all times, both during and after the termination of this Agreement, the right to communicate in any fashion with the persons insured under the policies issued hereunder for any purpose, including but not limited to: advertising the Company's products, responding to inquiries, servicing the policies and adjusting claims.

**SECTION 22. Termination:** This Agreement may be terminated by either party upon 30 days notice in writing by ordinary mail to the last known address of the other party, or may be terminated by the Company immediately for cause. For purposes of this Agreement, "cause" shall mean:

**A.** Breaching this Agreement;

**B.** Violation of any insurance law or regulation;

**C.** Directly or indirectly inducing or attempting to induce any policy owner of the Company to stop premium payments or surrender any policy;

**D.** Loss, suspension, revocation, or voluntary surrender of your license or any other regulatory authority issued by any state, federal or other entity that regulates, controls or in any way authorizes the sale of financial or insurance products or services;

**E.** Misrepresentation of any material information in your application for appointment as a General Producer or in any additional documents supporting that application;

**F.** Your insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against you;

**G.** Indictment alleging a crime or conviction or plea concerning a crime, felony or misdemeanor, involving trustworthiness, including but not limited to, embezzlement, fraud, theft, etc.; or

**H.** Conviction or plea of guilty or nolo contendere to any felony.

**SECTION 23. Market Conduct Program:** You agree to comply with, and to require your Producers to comply with, all present and future rules, regulations and directives of any nature issued by the Company with respect to market conduct, including without limitation, all provisions in the Company's Market Conduct Guide. You hereby acknowledge that you have received and read the Company's Market Conduct Guide, and you agree to execute and deliver to the Company such further written acknowledgments of the Company's Market Conduct Program as the Company shall reasonably request.

## SECTION 24. Miscellaneous:

**A. Effective Date:** This Agreement shall not be effective until signed by both parties.

**B. Effect on Previous Agreements:** The execution of this Agreement abrogates, terminates, and supersedes all previous agreements between you and the Company and constitutes the entire agreement between you and the Company with respect to the subject matter of this Agreement.

**C. Amendment of Agreement:** This Agreement can only be amended and modified by a written instrument properly executed by you and an authorized officer of the Company. Failure of the Company to take advantage of any breach of the terms, conditions, or covenants herein contained shall not constitute a waiver or estoppel to thereafter enforce any of said terms, conditions or covenants. This Agreement cannot be modified by any acquiescence in practices or courses of dealing by the Company contrary to the terms, conditions or covenants hereof.

**D. Governing Law:** This Agreement is governed by the laws of the State of Maryland (without regard to any choice of law provisions) and each party hereto agrees to accept service of process in and to submit to the jurisdiction of the federal or state courts located within the State of Maryland for any matter involving this Agreement. You agree not to bring any action against the Company in any jurisdiction other than the State of Maryland (unless the Company has initiated an action in such other state) in connection with any action, suit or other proceeding arising out of or relating to this Agreement. In any action, suit or proceeding brought by the Company, you agree not to assert that such action, suit or proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper.

**E. Survival:** Notwithstanding any provision of this Agreement to the contrary, the termination of this Agreement, whether with or without cause, shall be construed as a termination of: (a) your appointment and your authority under Section 2 of this Agreement; (b) your authority under Sections 3, 7, 8, 9 and 10 of this Agreement; and (c) the Company's obligations under Sections 11(A) and 15 of this Agreement. All other provisions of this Agreement shall survive any termination of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under seal on the dates indicated below.

General Producer

(X)

(SEAL)

Signature

Date

Fidelity & Guaranty Life Insurance Company

(X)

(SEAL)

Signature

Title

Date

Company Use Only

Producer Number:

FBLI 3843 0399 GA

Compensation Schedule:

Rev. 01-2002



# Producer Information

## INSURER

Fidelity and Guaranty Life Insurance Company

### INSTRUCTIONS:

**STEP 1:** Complete, sign, and date this form below. Please note the term "you" or "your" refers to the entity or individual named below.

**STEP 2:** Send/Email this form to your Appointing General Agency.

MGA Name: \_\_\_\_\_

MGA Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## FIDELITY AND GUARANTY LIFE INSURANCE COMPANY

### PRODUCER INFORMATION *(Please Print or Type)*

This is a request for the appointment of:

1. Producer Name: \_\_\_\_\_

2. Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Residence Phone: ( ) \_\_\_\_\_

4. Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Business Phone: ( ) \_\_\_\_\_

6. Business FAX: ( ) \_\_\_\_\_

7. E-Mail Address: \_\_\_\_\_

8. Preferred Method of Contact: ☐ Phone ☐ Fax ☐ Email

9. Social Security #: \_\_\_\_\_

10. Date of Birth: \_\_\_\_\_

11. Gender: ☐ Male ☐ Female

12. *(California licensed agents only.)* Do you hold a current Certificate of Continuing Education?

☐ Yes (Please attach a copy) ☐ No

I Request to be Appointed in:

\_\_\_\_\_  
Resident State License Number

\_\_\_\_\_  
Non-resident State License Number

\_\_\_\_\_  
Non-resident State License Number

\_\_\_\_\_  
Non-resident State License Number

\_\_\_\_\_  
Non-resident State License Number

BY SIGNING BELOW, I HEREBY AUTHORIZE FIDELITY AND GUARANTY LIFE TO (A) CONDUCT A BACKGROUND INVESTIGATION IF REQUIRED BY STATE INSURANCE CODES OR IF OTHERWISE DEEMED APPROPRIATE OR DESIRABLE BY THE COMPANIES, AND (B) DISCLOSE THE RESULTS OF THE INVESTIGATION TO THE MASTER GENERAL PRODUCER, THE GENERAL PRODUCER AND/OR THE PRODUCER BY WHOM I WAS REFERRED TO THE COMPANIES FOR APPOINTMENT.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE COMPANY'S MARKET CONDUCT GUIDE, AND AGREE THAT I SHALL COMPLY WITH AND BE BOUND BY ALL OF THE STANDARDS, TERMS, CONDITIONS AND REMEDIES CONTAINED THEREIN (INCLUDING THOSE WHICH MAY BE CONTAINED IN ANY ATTACHMENTS/ADDENDA THERETO), ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AS MAY BE AMENDED FROM TIME TO TIME. I FURTHER AGREE THAT I SHALL COMPLY WITH ANY FUTURE STANDARDS, TERMS CONDITIONS AND REMEDIES COMMUNICATED TO ME BY THE COMPANY AS THEY RELATE TO MARKET CONDUCT, OR OTHERWISE.

Signature: **X** \_\_\_\_\_

Date: \_\_\_\_\_

### TO BE COMPLETED BY APPOINTING GENERAL AGENT:

Fill in the approved compensation level/contract type(s): \_\_\_\_\_

AGA Authorization: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Name of AGA: \_\_\_\_\_ AGA Code: \_\_\_\_\_

Contact AGA by: ☐ FAX: \_\_\_\_\_ ☐ E mail: \_\_\_\_\_

# Authorization Agreement for Direct Deposit to Savings or Checking Account

## Fidelity and Guaranty Life Insurance Company

I (we) hereby authorize FIDELITY AND GUARANTY LIFE INSURANCE COMPANY to deposit my commission payment with the financial institution named below ("Bank") and the Bank to credit the same to my account as described below. In the event that Fidelity and Guaranty Life notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account inadvertently, I (we) hereby authorize the Bank to return said funds to Fidelity and Guaranty Life as soon as possible and agree to hold Fidelity and Guaranty Life harmless from any and all liability in connection therewith.

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

This authorization is to remain in force until Fidelity and Guaranty Life 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

# 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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
	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. 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 2. 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 2.

**Note:** If the account is in more than one name, see the chart on page 2 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. person (including a U.S. resident alien).

**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 2.)

Sign Here	Signature of U.S. person 	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

## 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 social security card. 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 enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

## 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 an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page 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. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

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

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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



# CPS PRODUCER PROFILE

Please complete this form, and return it to us.  
We must have a completed and signed version of this form on file.

Producer Name \_\_\_\_\_

Company/Corporation Name \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Social Security # \_\_\_\_\_ Tax ID # \_\_\_\_\_

Insurance License Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier \_\_\_\_\_

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? \_\_\_\_\_

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\*\*\*\*\* Important, please read and sign other side \*\*\*\*\*

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157



IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157