



"Most golfers prepare for disaster. A good golfer prepares for success." - Bob Toski

F&G Contracting

New Producer Contract: Please complete the following and fax to PFG Midwest at 815-233-0121:

- General Producer Agreement – complete the front and sign the back
- W-9 Form
- Copy of License
- EFT Authorization (Optional)

Contract Change: Contact PFGM at 866-588-7346 to request a change to your contract.

Contract Transfer: F&G will allow you to transfer to a different upline without a release if you have not done business in the last 12 months. If you have done business, you will need to secure a release from your current upline.

Dual Contract: F&G does not allow dual contracting.

P·F·G·M

Ph: 815.223.0121 • 866.588.PFGM (7346) Toll Free
50 West Douglas, Suite 702, P.O. Box 810, Freeport IL 61032-0810

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 #: () _____
 Marketing Contact Name: _____

MGA Name: _____
 MGA Address: _____
 City: _____ State: _____ Zip: _____

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: _____
City: _____ State: _____ Zip: _____
5. Business Phone: () _____
6. Business Fax: () _____
7. E-Mail Address: _____
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&G LIFE TO (A) CONDUCT A BACKGROUND INVESTIGATION IF REQUIRED BY STATE INSURANCE CODES OR IF OTHERWISE DEEMED APPROPRIATE OR DESIRABLE BY F&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&G LIFE FOR APPOINTMENT.

BY SIGNING BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ F&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&G LIFE WITH RESPECT TO MARKET CONDUCT.

Signature: X _____
 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: _____

F&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 it 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 such diskettes to anyone 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 expense.

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 lose 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 Date Title Date

Company Use Only

Producer Number: _____

Compensation Schedule: _____





About F&G Life

Fidelity & Guaranty Life Insurance Company - headquartered in Baltimore, Maryland - offers a diverse portfolio of annuities and life insurance products to help families and businesses achieve secure financial futures.

Incorporated in 1959, we are licensed in 49 states and in the District of Columbia. In New York, products are available through a wholly owned subsidiary.

F&G Life is a member of the Old Mutual plc group of companies. Founded in 1845, the London based Old Mutual is active in life insurance, asset management, banking, and property and casualty insurance. Old Mutual maintains its primary listing on the London Stock Exchange (LSE: OML) and ranks as a FTSE 100 financial services group.

As one of the first members of the Insurance Marketplace Standards Association, we subscribe to a strict set of standards that confirms our commitment to honesty, fairness, and integrity in every aspect of the sales and service of life and annuity products.

**Save Time
with Direct
Deposit from
F&G Life**

In today's rushed society, it seems like everything moves a little faster than it used to. So why should your commission payments be delivered the way they were 25 years ago—by check.

F&G Life now offers you the convenience of Direct Deposit. Direct Deposit enables you to have your commission payments automatically deposited into your checking or savings account. There's no check in the mail, no lines at the bank and no bank delays waiting for your check to clear.

CONVENIENCE AND SPEED

With Direct Deposit, your money is deposited into your account on your payment cycle. Each deposit appears on your bank statement, so you will automatically have a record of every Direct Deposit transaction.

You may also choose to have your commission payments deposited to either your checking or savings account—eliminating unnecessary trips to your financial institution.

RELIABILITY AND CONFIDENCE

Direct Deposit offers you more than just convenience. It eliminates the need for multiple parties to handle your money, reducing the chance of human error, theft,

or loss in the mail. You'll have the security of knowing your money is in the account you've chosen and earning interest immediately on your payment date.

GREATER EARNINGS POTENTIAL

The sooner your money is in your account, the quicker it can begin earning interest for you. Direct Deposit allows interest on your money to start accruing as quickly as possible by eliminating mail and bank deposit delays—all without any action on your part! All you have to do is tell us where to send your payments.

HOW DO I SIGN UP?

Just complete the attached Authorization form, insert it in the attached envelope along with a voided check or deposit slip and drop it in the mail. Be sure to provide your nine digit bank routing number (from the lower left corner of your check). If you are sending a deposit slip, you can obtain the routing number from your financial institution.

That's all there is to it. Soon you'll be enjoying the convenience, time savings, reliability, and more efficient use of your money that Direct Deposit provides. And, best of all, Direct Deposit is offered free of charge from F&G Life.

If you have any questions about our new Direct Deposit service, please call us at (800) 445-6758.

Authorization Agreement for Direct Deposit to Savings or Checking Account



I (we) hereby authorize FIDELITY AND GUARANTY LIFE INSURANCE COMPANY ("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 the Company notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account inadvertently, I (we) hereby authorize and direct the Bank to return said funds to the Company as soon as possible and agree to hold the Company and the Bank harmless from any and all liability in connection therewith.

Agent Number	Payee's Name (Please Print)			Bank Account Number	
Bank Name	Bank Address: Street	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 the Company 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
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A Voided Check or Deposit Slip Must Be Included



No Postage
Necessary if
Mailed in the
United States

BUSINESS REPLY MAIL

First Class Mail Permit No. 3023 Baltimore, MD

POSTAGE WILL BE PAID BY ADDRESSEE



FIDELITY AND GUARANTY LIFE INSURANCE COMPANY
PO BOX 1137
Baltimore, MD 21203-1137



Thank You!

- Did you include your bank routing number?
- Did you remove the perforated Authorization Agreement and insert it in the attached envelope?
- Did you sign the Authorization Agreement?
- Did you include a canceled check or deposit slip?