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## CHANGE TO ANNUITY NEW BUSINESS MAILING ADDRESS

# Please send all F&G annuity new business applications to our Service Center in Lincoln, Nebraska:

**Street Address:** F&G Service Center  
777 Research Drive  
Lincoln, NE 68521

**P.O. Box:** F&G Service Center  
P.O. Box 81497  
Lincoln, NE 68501

The phone number is **800.445.6758**, option 1, and fax **402-328-2244**.

- Avoid delays and send your new business applications, including the Statement of Understanding, to our Service Center in Lincoln.
- We will forward any annuity new business applications sent to our Service Center in Greenville, South Carolina to Lincoln, but they will experience a 1-2 day processing delay.

**Have questions? Please contact our Customer Care Representatives at 800-445-6758 or visit [SalesLink](#) for more information.**

"F&G" is the marketing name for Fidelity & Guaranty Life Insurance Company issuing insurance in the United States outside of New York. Life insurance and annuities issued by Fidelity & Guaranty Life Insurance Company, Des Moines, IA.



For producers only. Not for use with the general public.

ADV 2364 (05-2020)  
20-0539

# Annuity Application

Performance Pro

Fidelity & Guaranty Life Insurance Company - Home Office: Des Moines, IA  
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

## Owner(s)

Name: \_\_\_\_\_  
SSN or TAX ID: \_\_\_\_\_  
☐ Male ☐ Female Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Identification No.: \_\_\_\_\_ State: \_\_\_\_\_  
Type of Identification: ☐ State Issued ☐ Immigration ☐ Military  
☐ Passport ☐ Other \_\_\_\_\_

Joint Owner (if any): \_\_\_\_\_  
SSN or TAX ID: \_\_\_\_\_  
☐ Male ☐ Female Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Relationship to Owner: \_\_\_\_\_  
Identification No.: \_\_\_\_\_ State: \_\_\_\_\_  
Type of Identification: ☐ State Issued ☐ Immigration ☐ Military  
☐ Passport ☐ Other \_\_\_\_\_

## Annuitant(s) (if other than Owner)

Name: \_\_\_\_\_  
SSN or TAX ID: \_\_\_\_\_  
☐ Male ☐ Female Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Identification No.: \_\_\_\_\_ State: \_\_\_\_\_  
Type of Identification: ☐ State Issued ☐ Immigration ☐ Military  
☐ Passport ☐ Other \_\_\_\_\_

Joint Annuitant (if any): \_\_\_\_\_  
SSN or TAX ID: \_\_\_\_\_  
☐ Male ☐ Female Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Identification No.: \_\_\_\_\_ State: \_\_\_\_\_  
Type of Identification: ☐ State Issued ☐ Immigration ☐ Military  
☐ Passport ☐ Other \_\_\_\_\_

## Beneficiary

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____
	Address: _____	Birth Date: _____
	Phone No.: _____	
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name: _____	SSN: _____
	Address: _____	Birth Date: _____
	Phone No.: _____	

## Plan

☐ Nonqualified ☐ Traditional IRA ☐ Roth IRA ☐ SEP IRA ☐ Tax-Sheltered Annuity ☐ Other (specify plan type): \_\_\_\_\_

## Premium

Initial/Single Premium Paid: (premium paid with application) \$ \_\_\_\_\_  
**Make check payable to Fidelity & Guaranty Life Insurance Company.**

## Replacement

Do you have an existing life insurance or annuity policy? ☐ Yes ☐ No  
Will the annuity applied for replace or change an existing life insurance or annuity policy? ☐ Yes ☐ No  
**If a 1035 exchange, attach applicable forms.** Exchange Amount: \$ \_\_\_\_\_  
Policy/Certificate No.: \_\_\_\_\_ Company: \_\_\_\_\_

## Optional Riders

Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) ☒ Yes ☐ No  
Note, optional riders may have charges and fees.

## Special Instructions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Interest Crediting Options		Interest Crediting Options <i>Must be: equal to 100%, whole percentages; \$2,000 per option minimum</i>		
Barclays Trailblazers Sectors 5 Two Year Point-to-Point with a Spread	Barclays	2 Year _____%		
Annual Point-to-Point With Cap	S&P500	1 Year _____%	2 Year _____%	3 Year _____%
Monthly Point-to-Point With Cap	S&P500	_____%		
1 Year Fixed Interest		_____%		
Gold Commodity Annual Point-to-Point With Cap		_____%		

## Fraud Warning Notice:

*(Please review the notice that applies in your state. If your state is not listed, please review the first notice listed.)*

**Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.**

**FL: FRAUD NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**

\_\_\_\_\_(Owner's Initials)

# Annuity Application

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## Signature(s)

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and **there are terms, conditions, charges, and fees for any optional rider selected.**

**I (We) understand that I (We) have applied for an indexed annuity. I (We) have received a copy of the Company's disclosure material for this annuity. I (We) understand that: while the values of the annuity may be affected by an external index, the annuity does not directly participate in any stock, bond, or equity investments; any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties; and the annuity describes how the minimum guaranteed surrender values and indexed interest credits are calculated.**

**I (We) understand that the Company offers indexed annuity products with different features and benefits. I (We) can also apply for any of those products by contacting the Company or one of its agents.**

**If the annuity is issued with a market value adjustment rider, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies.**

I (We) certify, under penalties of perjury, that I am a (we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is (are) correct. I (We) understand that federal law requires all financial institutions to obtain identity information in order to verify my (our) identity(ies) and I (we) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I (We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

➔ Signed at: \_\_\_\_\_ Date: \_\_\_\_\_

➔ Signature of Owner: \_\_\_\_\_

➔ Signature of Joint Owner: \_\_\_\_\_

➔ Signature of Annuitant: \_\_\_\_\_

➔ Signature of Joint Annuitant: \_\_\_\_\_

## Agent

Does the applicant have an existing life or annuity policy? ☐ Yes ☐ No

To the best of your knowledge, does this application replace or change existing life insurance or annuities? ☐ Yes ☐ No

**I attest that I have witnessed all signatures. I certify that the Company's disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made any statements which differ from this material nor have I made any guarantees or promises about the expected future values of the annuity. I have received a copy of, have carefully read and complied with the applied for annuity's training manual.**

**I have verified the identity of the Owner, joint Owner, annuitant and joint annuitant through an examination of a state or federal government photo identification card provided by the Owner, joint Owner, annuitant or joint annuitant such as a driver's license or passport.**

I have truly and accurately recorded on this application the information provided by the applicant.

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Agent's Name: \_\_\_\_\_ Fidelity & Guaranty Life Agent No.: \_\_\_\_\_

Agent's License No. (required only in FL): \_\_\_\_\_ Agent's Phone No.: (\_\_\_\_) \_\_\_\_\_

Agent's Fax No.: (\_\_\_\_) \_\_\_\_\_ Agent's Email Address: \_\_\_\_\_

# Performance Pro® – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

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Thank you for your interest in the Performance Pro annuity from Fidelity & Guaranty Life Insurance Company (the “Company”). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity policy (“Policy”) for which you are applying. This document is intended to provide you with a summary of the Policy, including benefits and limitations. It is also intended to provide you with certain information about the insurance producer from whom you purchase the Policy and other parties involved in product distribution. To the extent the consumer product brochure conflicts with any information in this document, this document controls. To the extent this document conflicts with any provision of the Policy, the Policy controls. When you receive your Policy, read it carefully.

## **What is the Performance Pro annuity?**

Performance Pro is a Flexible Premium Fixed Indexed Deferred Annuity. This policy includes an Enhanced Guaranteed Minimum Withdrawal Benefit Rider (“EGMWB Rider”). The Policy is primarily intended for customers seeking a long-term retirement savings vehicle. The included EGMWB Rider could benefit customers who wish to trigger a lifetime withdrawal feature. You may deposit premium (the amount of money you pay into the Policy) at any time prior to the Maturity Date (the date you must begin receiving annuity payments) and before electing to begin the Withdrawal Period under the EGMWB Rider. Your initial premium (the amount of money you initially pay) must be at least \$10,000 and any additional premium (the amount of money you may add prior to the Maturity Date) must be at least \$2,000 and may not exceed \$1,000,000.

## **When will my annuity be issued?**

Annuities are issued with an effective date of the 1st, 8th, 15th or 22nd of the month. Premiums are held without interest until the next available effective date. Special rules apply if one of these dates falls on a weekend or holiday. If you withdraw money from an indexed interest crediting option on any day other than an interest crediting option anniversary you will not earn indexed interest, if any, on the amount you withdraw.

## **What if I decide I do not want my Policy after it is delivered?**

After receipt of the Policy, it may be returned within the free look period for an unconditional refund of the premium. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Policy.

## **How much interest will be credited to my Policy?**

- **Account Value / Total Account Value**

Your Policy has an account value which equals the sum of the fixed interest option and indexed interest option account values, these options are discussed below. The total account value is the sum of all the option account values.

Each option account value equals all premiums allocated thereto, plus any interest credited thereon, plus the vested premium bonus plus interest thereon, less any amounts previously withdrawn, less surrender charges (explained below) thereon, less rider charges, plus/minus Market Value Adjustment as applicable.

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The option account values grow based on the fixed interest option or potentially grow based on the indexed interest options explained below plus the vested premium bonus. You may choose any one or combination of them subject to the Policy's reallocation provisions. You may only reallocate values among options once a Policy year effective for the next Policy year for the fixed interest option and effective the next index crediting period for indexed crediting options. For the fixed interest option, you must notify us of any reallocation at least 2 days prior to the beginning of the next Policy year (which starts on each policy anniversary). For the indexed interest options, you must notify us of any reallocation at least 30 days prior to the start of a new index crediting period. After the initial premium, any additional premium will be automatically allocated to the fixed interest option account value.

The option account values are reduced by withdrawals of any type, any surrender charges thereon, rider charges, and any positive Market Value Adjustment.

- **Fixed Interest Option**

We will declare an initial fixed interest rate and renewal fixed interest rates that will determine the fixed rate of interest credited to this option. These rates are guaranteed never to be less than the guaranteed minimum effective annual interest rate of 1.00%. The initial fixed interest rate is guaranteed for the first Policy year only. At the end of the first Policy year and any subsequent Policy year, we will declare a renewal fixed interest rate that will be guaranteed for one Policy year only. Interest credits are credited daily.

- **One-Year Annual Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 1-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared prior to each 1-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 1-year index crediting period from the index value at the end of the 1-year index crediting period, dividing that value by the index value at the beginning of the 1-year index crediting period, and multiplying by the participation rate. The result is then subject to the applicable cap rate. The participation rate will never be less than 100.00% for this option. The cap rate will never be less than 1.00% for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change limited by the annual cap is positive, this capped percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

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- **One-Year Monthly Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the monthly beginning and ending values of the S&P 500® Index during a 1-year index crediting period. We add together 12 months of capped monthly index percentage changes, that result is multiplied by the applicable participation rate. The participation rate and monthly cap rate are declared prior to each 1-year index crediting period.

The monthly index percentage change equals the index value of the current monthly anniversary divided by the index value on the prior monthly anniversary, minus one. A positive monthly index percentage change will be limited to a monthly cap rate. A negative monthly index percentage change will not be subject to any floor. The monthly cap rate for this option will never be less than 1.00%. The participation rate for any 1-year index crediting period will never be less than 100.00% for this option.

If the sum of the 12 monthly percentage changes is zero or negative, no index interest credits will be added. If the sum of the 12 monthly percentage changes is positive, this sum is then multiplied by the participation rate. This result will then be multiplied by the option's account value to determine the amount of index interest credited. Index interest credits will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **Two-Year Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 2-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared prior to each 2-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 2-year index crediting period from the index value at the end of the 2-year index crediting period, dividing that value by the index value at the beginning of the 2-year index crediting period, and multiplying by the participation rate. The result is then subject to the applicable cap rate. The participation rate for any 2-year index crediting period will never be less than 100.00% for this option. The cap rate for any 2-year index crediting period will never be less than 2.00% for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change limited by the cap is positive, this capped percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested

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directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **Three–Year Point-to-Point With A Cap and Participation Rate Indexed Interest Option (S&P 500® Index)**

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the S&P 500® Index for a 3-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared prior to each 3-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 3-year index crediting period from the index value at the end of the 3-year index crediting period, dividing that value by the index value at the beginning of the 3-year index crediting period, and multiplying by the participation rate. The result is then subject to the applicable cap rate. The participation rate for any 3-year index crediting period will never be less than 100.00% for this option. The cap rate for any 3-year index crediting period will never be less than 2.00% for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change limited by the cap is positive, this capped percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the S&P 500® Index does not directly pass through to you as an investment. You will not receive dividends off S&P 500® Index.

- **One–Year Annual Point-to-Point With A Cap and Participation Rate Gold Commodity Interest Option**

If you allocate premium to the one–year point-to-point with a cap and participation rate indexed interest option, interest is calculated and credited based on the change in value of the Gold Price discussed below subject to the interest crediting methodology discussed below.

**Allocating premium to this option does not constitute a purchase of or direct investment in Gold or any Gold Index. This option is based on the changes in the price of gold over time; it may experience more fluctuation than a composite index which includes a variety of companies from different industries.**

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in gold or any commodity. Linking your premiums to the external Gold Price only means that the underlying Gold Price will be used to determine your credited interest, if any. The investment performance of the Gold Price does not directly pass through to you as an investment.



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The Gold Price is established by the London P.M. price of gold in US Dollars as printed by the London Bullion Market Association. The Gold Price can be found at [www.lbma.org.uk](http://www.lbma.org.uk). If the publication of the Gold Price is discontinued at [www.lbma.org.uk](http://www.lbma.org.uk) then the Company will substitute another widely published source of the Gold Price and will notify the Owner of the change.

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the Gold Price for a 1-year index crediting period. The participation rate and cap rate limit how much of any increase will be used to calculate any index interest credits. The participation rate and cap rate are declared prior to each 1-year index crediting period.

We determine the index percentage change by subtracting the Gold Price at the beginning of the 1-year index crediting period from the Gold Price at the end of the 1-year index crediting period, dividing that value by the Gold Price at the beginning of the 1-year index crediting period, and multiplying by the participation rate. The result is then subject to the applicable cap rate. The participation rate will never be less than 100.00% for this option. The cap rate will never be less than 1.00% for this option.

If the index percentage change is zero or negative, no interest is added. If the index percentage change limited by the cap is positive, this capped percentage is multiplied by the option's account value to determine the interest credits. The interest credits pursuant to this option will never be less than zero.

- **Two–Year Point-to-Point With A Spread and Participation Rate Indexed Interest Option (Barclays Trailblazer Sectors 5 Index) (BXITBZ5)**

If you allocate premium to the 2–year point-to-point with a spread and participation rate indexed interest option (Barclays Trailblazer Sectors 5 Index), interest is calculated and credited based on the change in value of the Barclays Trailblazer Sectors 5 Index subject to the interest crediting methodology discussed below.

The Barclays Trailblazer Sectors 5 Index aims to select a portfolio of index components that has the potential to maximize potential returns for a given level of risk. More specifically, the index tracks a dynamic notional portfolio selected from a universe of exchange-traded funds (ETFs) that provide exposure to US equity sectors and fixed-income assets (each an index component) and cash, while targeting a volatility of 5%. On a daily basis, a notional financing cost is deducted from each index component and an index fee of 0.85% per annum is deducted from the index. Each US equity sector is represented by an ETF that invests primarily in equity securities of companies in the relevant sector, and the fixed-income assets are represented by three ETFs that invest primarily in high-yield corporate bond securities of US companies, long-duration Treasury bonds issued by the US government or investment-grade mortgage-backed pass-through securities issued and/or guaranteed by US government agencies.

It is important to note the following information with respect to the Barclays Trailblazer Sectors 5 Index:

- The rationale of the index may prove to be unsuccessful. The index uses historical volatility to predict future returns and future volatility. If historical volatility proves to be a poor measure of predicting future returns or future volatility, the index portfolio may perform poorly and may underperform alternative portfolios selected using a different methodology.
- The index may not achieve its intended objectives of keeping the target volatility level for the Index approximately equal to 5%.
- The index has limited actual history and may perform in an unanticipated manner.
- As noted above, the daily level of the index reflects the deduction of a fee of 0.85% per annum and a cost equal to the 3-month US dollar LIBOR rate. Because of these deductions, the value of the index will be less than the value of a hypothetical, identically constituted portfolio from which no such fees or costs are deducted.

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- The Index may at any time be invested in only one or a small number of index components, which produce lower returns than an investment in a more diversified pool of assets.
- Any exposure to cash in the portfolio will earn no return. In addition, if the volatility control mechanism causes exposure to the Index portfolio to be less than 100%, the difference will be uninvested and will earn no return.
- The performance of the index will be subject to risks associated with investments in ETFs and with investments in the US sectors and fixed-income assets that are represented by the components of the index at any given time.

As with all the interest options, you decide how to allocate your premium. If you elect to allocate your premium to this option or any other indexed interest option, keep in mind that your premium is never invested directly in the external index. Linking your premiums to an external index only means that the underlying index will be used to determine your credited interest, if any. The investment performance of the Barclays Trailblazer Sectors 5 Index does not directly pass through to you as an investment. You will not receive dividends off the Barclays Trailblazer Sectors 5 Index.

Any index interest credits for this option are calculated and credited only on an index crediting date by using a formula that takes into account the beginning and ending values of the Barclays Trailblazer Sectors 5 Index for a 2-year index crediting period. The participation rate limits how much of any increase will be used to calculate any index interest credits. The spread rate is the rate which is subtracted from any positive index percentage change prior to applying the participation rate. The participation rate and spread rate are declared prior to each 2-year index crediting period.

We determine the index percentage change by subtracting the index value at the beginning of the 2-year index crediting period from the index value at the end of the 2-year index crediting period and then dividing that value by the index value at the beginning of the 2-year index crediting period, minus any applicable spread rate, multiplied by the participation rate. The participation rate for any 2-year index crediting period will never be less than 100.00% for this option. The maximum spread is 5% over 2 years for this option.

If the index percentage change is zero or negative, no index interest is added. If the index percentage change is positive, this percentage is multiplied by the option's account value to determine the index interest credits. The index interest credits pursuant to this option will never be less than zero.

## Does my Policy have a vesting premium bonus?

Yes, here is how the vesting bonus works. You will receive a premium bonus of 9% (for issue ages 0-75) or 5% (for issue ages 76+) of your premiums paid in the first Policy year only, which is subject to the premium bonus vesting schedule below.

For the following states, the vesting bonus works with an alternate rate: California, Delaware, Florida (for issue ages 65+), Massachusetts, Nevada, New Jersey, Ohio, Oklahoma, South Carolina, Texas and Utah. These states will receive a premium bonus of 7% (for issue ages 0-75) or 4% (for issue ages 76+) of your premiums paid in the first Policy year only, which is subject to the premium bonus vesting schedule.

End of Policy year	1	2	3	4	5	6	7	8	9	10
Percentage	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

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The premium bonus vesting schedule is the number of years over which the premium bonus and any interest thereon vests and the percentage of the premium bonus and interest thereon that vests on policy anniversaries each year during that period. Once any portion of the premium bonus and any interest thereon vests, it becomes part of the vested account value available for surrender or withdrawal. Any unvested premium bonus and any interest thereon are not available for surrender or withdrawal and is not part of the surrender value (explained below).

## **Do I have access to my policy value before the Maturity Date (the date the Policy starts annuity payments)?**

Yes, Performance Pro provides access to the value of your Policy in several ways. However, any values accessed during the first ten Policy years may also be subject to a surrender charge, a Market Value Adjustment, and the premium bonus vesting schedule.

- **Penalty Free Withdrawal**

Surrender charges and Market Value Adjustments will not apply to any penalty free withdrawal amounts, required minimum distributions, or any payments received under the Terminal Illness Rider, Nursing Home Rider and Home Health Care Rider (described below). Withdrawals from your annuity are taxable and may result in a tax penalty for those under the age 59 ½. Please consult with a tax advisor prior to utilizing these provisions.

In the first Policy year, all withdrawals will be subject to a surrender charge and Market Value Adjustment. After the first Policy year, and prior to the end of the tenth Policy year, 10% of the vested account value as of the policy anniversary on the first day of that Policy year, is available without a surrender charge and Market Value Adjustment. If you withdraw less than the penalty free withdrawal amount in any Policy year, your penalty free withdrawal amount in future Policy years will not be increased. No surrender charge or MVA will apply after the end of the 10<sup>th</sup> Policy year.

Any required minimum distribution under the Internal Revenue Code attributable to your Policy is part of and is not in addition to the penalty free withdrawal amount. Please refer to the IRA Disclosure Statement for additional information.

## **Penalty free withdrawal benefits under the Terminal Illness Rider**

If you (as owner) meet all the conditions stated below and you become Terminally Ill (the owner has an illness or physical condition that results in having a life expectancy of 12 months or less)\*, you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

You qualify for this benefit if:

The Terminal Illness is diagnosed at least 1 year\* after the Policy's date of issue; and written proof of the Terminal Illness is received at our home office. This proof must include, but is not limited to, certification by a physician who provides medical care to you in connection with your Terminal Illness. We reserve the right to obtain a second medical certification, at our expense, from a physician selected by us.

There is no additional charge for this benefit.

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\*For Kansas the owner has an illness or physical condition that results in your having a life expectancy of 24 months or less and the terminal illness is diagnosed at least 90 days after the policy's Date of Issue.

## **Penalty free withdrawal benefits under the Nursing Home Rider**

If you (as owner) meet all the conditions stated below and you become confined to a Nursing Home (a state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or services under the supervision of a licensed nurse or physician), you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

You qualify for this benefit if:

- Confinement to such Nursing Home first begins at least 1 year after the Policy's date of issue;
- Confinement has continued for at least 60 consecutive days;
- the surrender/withdrawal is made while you are confined; and
- written proof of confinement is received at our home office.

There is no additional charge for this benefit. The Nursing Home Rider is not available in Massachusetts.

## **Penalty free withdrawal benefits under the Home Health Care Rider**

If any annuitant meets all the conditions stated below and a Physician certifies that he/she has an Impairment (cannot perform without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the annuitant while performing at least 2 out of 6 Activities of Daily Living as defined below) that requires need for Home Health Care Services (defined below), you may withdraw all or part of your vested account value without application of a surrender charge and Market Value Adjustment. If on full surrender, the minimum guaranteed surrender value is greater than the vested account value, the minimum guaranteed surrender value will be paid.

The 6 Activities of Daily Living are:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
- Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Home Health Care Services means nursing care received in the annuitant's residence from a licensed Home Health Care Agency. Home Health Care Services includes, but is not limited to, part-time and intermittent skilled nursing services, home health aide services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker. Home Health Care Services must be required due to Impairment in at least 2 of the 6 Activities of Daily Living.

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The annuitant qualifies for the benefit if:

- Home HealthCare Services begin at least 1 year after the Policy date of issue;
- Impairment in at least 2 of the 6 Activities of Daily Living has continued for at least 60 consecutive days;
- The surrender/withdrawal is made while the annuitant is receiving Home Health Care Services;
- Satisfactory written proof is received, at our Home Office, that the annuitant is unable to perform at least 2 of the 6 Activities of Daily Living and that the annuitant's impairment requires the need for Home Health Care Services; and
- Impairment is expected to last 90 days from the date of request.

There is no additional charge for this benefit. The Home Health Care Rider is not available in Massachusetts.

## What is the death benefit?

If the owner dies before the Maturity Date, the ownership of the Policy passes to the person(s) living in the order as follows:

- surviving joint owner, if any;
- beneficiary;
- contingent beneficiary;
- estate of the last owner to die.

If a spousal continuation does not apply or is not invoked, the Policy must be fully surrendered and receive a distribution of the entire proceeds within 5 years of the owner's death except that a non-spouse may elect to begin receiving payments with respect to his or her proportionate share within 1 year from the date of the death provided such payments are distributed over the life or a period not to exceed the life expectancy of such person. No surrender charge and Market Value Adjustment will be deducted the vesting bonus will fully vest. If the minimum guaranteed surrender value is greater than the account value (including fully vested premium bonus), the minimum guaranteed surrender value will be paid.

A partial index interest credit, if any, will be calculated and credited under applicable indexed interest crediting options as if the date of death was on an index crediting date. After performing such calculation and crediting any applicable index interest credits, all index interest crediting will stop, and the fixed interest option rate will apply until the date of full surrender.

If the spouse of the first owner to die elects to continue the policy, surrender charges, Market Value Adjustment, and the premium bonus vesting schedule will continue to apply. Additionally, no partial index interest credit calculation will occur.

## What happens on the Policy's Maturity Date?

On the Policy's Maturity Date, you will receive the entire value of your Policy in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation.

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## What if I decide to surrender (cancel) my Policy prior to the Maturity Date?

Prior to the Maturity Date, you may decide to surrender your Policy. If you elect to do this, the Company will pay you the Policy's surrender value. The surrender value is equal to the greater of the following values:

- the total vested account value, less any applicable surrender charges, plus/minus any applicable Market Value Adjustment; or
- the total minimum guaranteed surrender value.  
A minimum guaranteed surrender value (MGSV) is the minimum amount you will receive if you surrender in full.

At any time before the Maturity Date, the minimum guaranteed surrender value equals the sum of the following:

- 87.5% of the premiums; plus
- Interest credited daily at the MGSV Accumulation Interest Rate shown on the Policy information page; less
- any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate.

## What is a surrender charge?

A surrender charge is the cost you incur if the Policy is surrendered or if any amount withdrawn exceeds the penalty free withdrawal amount during the period the surrender charge schedule is in effect. The surrender charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the penalty free withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the surrender charge.

### Surrender Charge Schedule

Policy year	1	2	3	4	5	6	7	8	9	10	11+
Percentage	14%	13%	12%	11%	10%	8%	6%	4%	2%	1%	0%

The following states follow an alternate surrender charge schedule: California, Delaware, Florida (issue ages 65+), Indiana, Massachusetts, Nevada, New Jersey, Ohio, Oklahoma, South Carolina, Texas and Utah. For these states except Indiana, the surrender charge schedule is: 9%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%.

For Indiana, the surrender charge schedule is: 12%, 11%, 10%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 0%.

For Florida and Texas, surrender charges and Market Value Adjustment (MVA) are waived for annuitization. Surrender charges are assessed for full surrenders.

**If you surrender the Policy before the end of the 10<sup>th</sup> Policy year, you may receive less than your premium.**

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The following chart shows hypothetical surrender charges to demonstrate sample surrender charges for the Performance Pro product.

Policy Year	Hypothetical Vested Account Value	Penalty Free Withdrawal	Surrender Charge Percentage*	Surrender Charge	(1) Vested Account Value less Surrender Charge	(2) Minimum Guaranteed Surrender Value	Surrender Value = Greater of (1) and (2)**
1	100,000	0	12%	12,000	88,000	87,500	88,000
5	104,000	10,400	8%	7,488	96,512	91,053	96,512
10	110,000	11,000	3%	2,970	107,030	95,697	107,030
20	150,000	150,000	0%	0	150,000	105,710	150,000

\*Surrender Charge Percentages are based on a hypothetical Surrender Charge Schedule. Refer to your contract for the surrender charge percentage applicable each policy year.

\*\*The Surrender Value in this example does not account for any applicable Market Value Adjustment. Application of a Market Value Adjustment may increase or decrease the Surrender Value. Refer to your contract for Market Value Adjustment details.

## What is a Market Value Adjustment?

A Market Value Adjustment (MVA) is an adjustment made during the time the surrender charge schedule is in effect to the portion of the account value, withdrawn or applied to an annuity option that exceeds the penalty free withdrawal amount. The MVA is in addition to the applicable surrender charge amount. The MVA may increase or decrease the amount of the withdrawal or the surrender value depending on the change in rates since you purchased your annuity. Generally, if rates have risen since you purchased your annuity, the MVA will decrease your surrender value; and if rates have fallen, the MVA will increase your surrender value. The net total of all MVA and surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value. If the MVA results in an increase to the surrender value, the amount of the increase will not be greater than the amount of the remaining surrender charge.

The MVA is based on a formula that takes into account changes in rates between the date of Policy issue and the date of the withdrawal. Rates are based on the Bloomberg Barclays US Aggregate Index Yield to Worst. We multiply the amount of the account value withdrawn or applied to an annuity option that is subject to the MVA by the Market Value Adjustment Factor. The Market Value Adjustment Factor is equal to:

$$1 - \left( \frac{1 + A}{1 + B + .0025} \right)^{\frac{N}{12}}, \text{ where:}$$

- \* A is the rate determined as of the Policy date of issue;
- \* B is the rate determined as of the date we process the surrender or annuitization request; and
- \* N is the number of months remaining to the end of the surrender charge schedule, rounded up to the next higher number of months.

The net total of all MVA and surrender charges will not reduce the surrender value to an amount which is less than the minimum guaranteed surrender value.

A positive MVA will decrease the surrender value, and a negative MVA will increase the surrender value.

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In the states of Indiana, Maryland, and Ohio, the .0025 factor in the MVA Formula in the above example does not apply.

In the states of California, New Jersey, Utah, and Virginia rates are based on the U.S. Treasury Constant Maturity Series.

## What is the Market Value Adjustment Limit?

The Market Value Adjustment Limit is the largest amount (positive or negative) that will apply to surrender request. The Market Value Adjustment Limit equals  $W \times$  (the lesser of E or F) where:

- \* W is the greater of zero or (C/D)
- \* C is the portion of the withdrawal that exceeds the penalty free amount
- \* D is the vested account value less the penalty free amount
- \* E is the vested account value minus the surrender charge applicable on a full surrender minus the minimum guaranteed surrender value, but not less than zero
- \* F is the surrender charge applicable on a full surrender

In the states of California, New Jersey, Utah, and Virginia the Market Value Adjustment Limit does not apply.

The following are examples of both a negative and a positive Market Value Adjustment:

## Rate Decreases from 3.00% to 2.00%

Rate at Issue (A)	3.00%
Premium	100,000
Rate at surrender (B)	2.00%
Number of months remaining (N)	60
Vested Account Value Surrendered	110,000
Free Withdrawal Allowed	11,000
Surrender Amount subject to charges (C & D)	99,000
Surrender Charge Percentage	3.00%
Surrender Charge (F)	2,970
MVA Percentage $1 - [(1+A)/(1+B+.0025)]^{N/12}$	-3.72%
Amount Subject to Market Value Adjustment	99,000
Market Value Adjustment prior to limit	-3,684.46
W Maximum of zero and C/D	1.00
Minimum Guaranteed Surrender Value	93,000
Vested Account Value less F less MGSV (E)	14,030
Market Value Adjustment Limit $1 \times$ Minimum of E & F	-2,970

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Vested AV Surrendered	110,000.00
Surrender Charge	2,970.00
MVA	-2,970.00
<b>Surrender Value</b>	<b>110,000.00</b>



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## Rate Increases from 3.00% to 4.00%

Rate at Issue (A)	3.00%
Premium	100,000
Rate at surrender (B)	4.00%
Number of months remaining (N)	60
Vested Account Value Surrendered	110,000
Free Withdrawal Allowed	11,000
Surrender Amount subject to charges (C & D)	99,000
Surrender Charge Percentage	5.00%
Surrender Charge (F)	4,950
MVA Percentage $1 - [(1+A)/(1+B+.0025)]^{N/12}$	5.85%
Amount Subject to Market Value Adjustment	99,000
Market Value Adjustment prior to limit	5,794.62
W Maximum of zero and C/D	1.00
Minimum Guaranteed Surrender Value	93,000
Vested Account Value less F less MGSV (E)	12,050
Market Value Adjustment Limit $1 \times \text{Minimum of E \& F}$	4,950

Vested AV Surrendered	110,000.00
Surrender Charge	4,950.00
MVA	4,950.00
<b>Surrender Value</b>	<b>100,100.00</b>

\* MVA in CA, NJ, UT, and VA would be 5,794.62 and the resulting Surrender Value will be \$99,255.38.

## What information should I know about the Enhanced Guaranteed Minimum Withdrawal Benefit (EGMWB) Rider?

For the EGMWB Rider, the owner and annuitant must be the same unless the owner is a non-natural person. Additionally, joint annuitants must be spouses. No annuitant may be changed or added after the Withdrawal Period (discussed below) begins. If the owner is a non-natural person, no annuitant may be changed except as provided under the spousal continuation provisions.

Subject to certain limitations and conditions, the EGMWB Rider provides you with the ability to receive guaranteed withdrawal benefits for your life (or the lives of you and your spouse) or where the owner is a non-natural person, the life of the annuitant (or joint annuitant). This benefit is called the Guaranteed Withdrawal Payment.

## How much does the EGMWB Rider cost?

The initial charge for the EGMWB Rider is 1.30% of the Income Base (described below) deducted from the vested account value on each policy anniversary. If you elect Restart (described below), the charge may change. The rider charge rate is guaranteed to be no greater than 1.50%.

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## What are the two periods under the EGMWB Rider?

The two periods under the EGMWB Rider are:

- **Accumulation Period**

The Accumulation Period is the period of time prior to the first Guaranteed Withdrawal Payment. The Accumulation Period begins on the Policy's issue date and ends the date Guaranteed Withdrawal Payments commence.

During the Accumulation Period, you may elect to start receiving Guaranteed Withdrawal Payments at any time after first Policy year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants).

If during the Accumulation Period, your vested account value is depleted to zero due to a withdrawal, the Policy will terminate.

- **Withdrawal Period**

The Withdrawal Period occurs when you are taking Guaranteed Withdrawal Payments (or Enhanced Guaranteed Withdrawal Payments, if applicable) (described below). If during the Withdrawal Period an Excess Withdrawal (explained below) reduces your vested account value to zero, the Policy will terminate.

No additional premium will be accepted after the Withdrawal Period commences.

## What is the Income Base?

The Income Base is used only to determine the Guaranteed Withdrawal Payment and the EGMWB Rider Charge. The Income Base is not part of the Policy's account value and is not used to determine the Policy's surrender value. **The Income Base is not a value that can be surrendered or withdrawn.**

## How does the value of the Income Base grow?

The Income Base is equal to the greater than the following:

- Premiums paid in Policy year one (1) growing up to the earlier of ten (10) years or age 85 or the Withdrawal Period begins, with compound interest at the Roll-up Rate shown on your Policy Information Rate plus the add-on rate; or
- Premiums paid in Policy year one (1) growing up to the earlier of ten (10) years or age 85 or the Withdrawal Period begins, with compound interest at the Roll-up-Rate shown on your Policy information page.

The time during which the Income Base grows above is referred to as the "roll-up period," and the rate at which the Income Base grows is referred to as the "Roll-up Rate." The Roll-up Rate for the initial roll-up period is 2.75%. Upon Restart, the Roll-up Rate may change. The Roll-up Rate will never be less than 2.00%.

The add on rate is the sum of the values  $(a \times c)/b$ , for all interest crediting options to which account value is allocated at the end of a Contract year, where:

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**a** Is the interest crediting option account value at the end of the Contract year before interest is credited.

**b** Is the Contract account value at the end of the Contract year before interest is credited.

**c** Is (i) the current fixed interest rate for that Contract year; (ii) the indexed crediting option's interest rate for the indexed crediting option on that Contract anniversary; or (iii) zero (0) for indexed crediting options where the index crediting period has not ended.

**It is important to note that the Income Base will be reduced proportionally for withdrawals of any type during the Accumulation Period. In the Withdrawal Period, the Income Base is only reduced by Excess Withdrawals as explained below.**

## **What is Restart?**

After five (5) Policy years, provided the owner is not older than age 85 and during the initial ten (10) year roll-up period, the Owner may elect to start a new ten (10) year roll-up period. Upon Restart, if the vested account value is greater than the Income Base, the Income Base is increased to equal the vested account value. Restart must occur on a policy anniversary while the Policy is in the Accumulation Period.

## **What is Step-up?**

Step-up occurs when the Income Base is increased to the vested account value. The Step-up is automatic and is available on the day the Withdrawal Period begins and on each policy anniversary during the Withdrawal Period.

At Step-up the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. At the time of Step-up, the Guaranteed Withdrawal Percentage will be based in the annuitant's age (younger annuitant in the case of joint annuitants) at the time of the Step-up.

## **How is the Income Base reduced for withdrawals?**

The Income Base during the Accumulation Period will be reduced proportionally for any withdrawals. The Income Base after a withdrawal will equal the Income Base prior to the withdrawal multiplied by the partial withdrawal adjustment. The partial withdrawal adjustment equals the ratio of the vested account value immediately after the partial withdrawal to the vested account value immediately before the partial withdrawal. If during the Accumulation Period the vested account value equals zero, the Income Base will also equal zero, and the Policy will terminate.

The Income Base and Guaranteed Withdrawal Payments (or Enhanced Guaranteed Withdrawal Payments, if applicable) will be reduced by Excess Withdrawals (explained below) in the Withdrawal Period. If during the Withdrawal Period the vested account value is reduced to zero due to an Excess Withdrawal, the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payments, if applicable) will also be reduced to zero and the Policy will terminate.

## **How is the Guaranteed Withdrawal Payment calculated?**

At the beginning of the Withdrawal Period, the Guaranteed Withdrawal Payment is equal to the applicable (single withdrawal payments or joint withdrawal payments) Guaranteed Withdrawal Percentage multiplied by the Income Base. The applicable Guaranteed Withdrawal Percentages are shown in the tables below. Withdrawal Payments may be stopped and then restarted again at any time during the Withdrawal Period. Stopping Withdrawal Payments, however, does not restart the Accumulation Period. Any unused portion of

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the Guaranteed Withdrawal Payment amount in a Policy year cannot be carried over to any subsequent Policy year.

The Guaranteed Withdrawal Payment is guaranteed to be paid for the applicable lifetime(s) provided no Excess Withdrawal is taken and a life only annuity payout option is elected at maturity.

**It is important to note that Excess Withdrawals in the Withdrawal Period will reduce the Guaranteed Withdrawal Payment.**

**It is also important to note that the Guaranteed Withdrawal Payment may be subject to surrender charges and any applicable Market Value Adjustment.**

**What are the Guaranteed Withdrawal Percentages?**

Attained Age	Payout Percentage SINGLE Annuitant	Payout Percentage JOINT Annuitant
0-49	N/A	N/A
50	3.35%	2.85%
51	3.35%	2.85%
52	3.35%	2.85%
53	3.35%	2.85%
54	3.35%	2.85%
55	3.85%	2.85%
60	4.35%	3.85%
65	4.85%	3.85%
70	5.35%	4.85%
75	5.85%	4.85%
80	6.35%	5.85%
85+	6.85%	5.85%

Payout percentages vary by age. While only certain ages are represented in the chart above, all payout percentages increase by 0.50% each 5 years to age 85 for single annuitants and by 1% every 10 years to age 80 for joint annuitants.

**Will my Guaranteed Withdrawal Payment ever increase after it is established?**

The Guaranteed Withdrawal Payment will never increase after it is established, unless there is a Step-up. If there is a Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage based on the annuitant (younger annuitant in the case of joint annuitants) at the time of the Step-up.

**Will my Guaranteed Withdrawal Payment ever decrease after it is established?**

Yes, if an Excess Withdrawal is taken.

**What is an Excess Withdrawal and what happens if I take an Excess Withdrawal?**

During the Withdrawal Period, an Excess Withdrawal is any amount withdrawn over the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) available for that Policy year.

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The Income Base and the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) are reduced due to Excess Withdrawals. The reduced Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) will equal the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) prior to the Excess Withdrawal multiplied by the difference of one and the reduction percentage. The reduction percentage equals the ratio of the Excess Withdrawal to the vested account value before the Excess Withdrawal.

**If an Excess Withdrawal reduces the vested account value to zero, the Guaranteed Withdrawal Payment (or Enhanced Guaranteed Withdrawal Payment, if applicable) and the Income Base will also be reduced to zero and the Policy will terminate.**

## Examples of Excess Withdrawals:

Year	Vested Account Value before Withdrawals	Annual Guaranteed Withdrawal Payment before Excess Withdrawal	Excess Withdrawal*	Annual Guaranteed Withdrawal Payment after Excess Withdrawal
5	120,000	7,500	10,000	6,833
10	89,000	7,500	10,000	6,580
20	20,000	7,500	10,000	1,500

\*Excess Withdrawal is in addition to the annual Guaranteed Withdrawal Payment.

This table demonstrates the impact of an Excess Withdrawal on the Guaranteed Withdrawal Payment. When an Excess Withdrawal is taken, the Guaranteed Withdrawal Payment amount is reduced in the same proportion that the vested Account Value immediately prior to the Excess Withdrawal is reduced.

See your policy for specific terms. This example is not intended to reflect the exact values of any one policy; rather, it is only intended to demonstrate how Excess Withdrawals can impact future income.

## What is the Enhanced Benefit (Enhanced Guaranteed Withdrawal Payment)?

You qualify for the Enhanced Benefit if:

- Impairment (related to the Activities of Daily Living below) begins at least one (1) year after the Policy date of issue;
- The EGMWB Rider has been in force for three (3) years and the annuitant has attained age 60;
- No premiums may have been paid into the Policy for at least three (3) years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform at least two (2) of the six (6) Activities of Daily Living and that the annuitant's impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving Guaranteed Withdrawal Payments, upon meeting the eligibility criteria of the Enhanced Benefit, your payment amounts will change to the Enhanced Guaranteed Withdrawal Payment. The Enhanced Guaranteed Withdrawal Payment is calculated by multiplying the Guaranteed Withdrawal Payment by 2 for single annuitant policies and by 1.5 for joint annuitant policies.

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We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending physician providing sufficient detail as to the annuitant's impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending physician of the annuitant's continued inability to perform two (2) of six (6) Activities of Daily Living, which are defined next.

## Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
- Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

## **Can my spouse continue this Policy?**

If the surviving spouse of the deceased owner (or the deceased annuitant if the owner is a non-natural person) becomes the sole owner and the sole annuitant and elects to continue the Policy, the following will apply:

- If the Policy is in the Accumulation Period at the time of the spousal continuation, the Policy will continue in the Accumulation Period. If the Policy then later enters the Withdrawal Period, the Guaranteed Withdrawal Payments will be based on the life of the surviving spouse.
- If the Policy is in the Withdrawal Period at or prior to the time of spousal continuation, the surviving spouse will continue to receive Guaranteed Withdrawal Payments if they were based, in part, on the life of the surviving spouse. If the Withdrawal Payments were based solely on the life of the deceased spouse then the EGMWB Rider will terminate and the base annuity Death Benefit provision will apply.

Spousal continuation can only apply once. It cannot apply a second time if the surviving spouse continues the Policy, remarries and then dies.

## **Can I terminate the EGMWB Rider?**

You may only terminate the EGMWB Rider after it has been in effect for at least 10 years. If you terminate it, the rider charges will cease.

The EGMWB Rider will terminate on the earliest of:

- Policy termination;
- Your request if made after the EGMWB rider has been in force at least 10 years;
- annuitization;
- Receipt of due proof of death of the first owner to die (or death of any annuitant if a non-natural or person owner) except as provided under spousal continuation.

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## **Are there any tax consequences if I take withdrawals from my Policy?**

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender, take a withdrawal from your Policy, or take a Guaranteed Withdrawal Payment or Enhanced Guaranteed Withdrawal Payment, if applicable, from your Policy, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the Policy's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

## **What are Non-Guaranteed Elements?**

Your annuity contains certain elements which are not guaranteed at issue and may be changed at future points in time at the company's discretion. Many of these non-guaranteed elements are explained in detail in the Statement of Understanding. The non-guaranteed elements in this annuity and the riders include the following:

- For the fixed interest option the company declares the interest rate annually which can never be less than the stated guaranteed rate.
- For other crediting options described above the company may change participation rates, cap rates and spreads within stated ranges on an annual or less frequent basis.
- If your annuity has a Guaranteed Minimum Withdrawal Benefit, a restart option may be available in which case the company may change the rollup rate and rider charges within stated ranges.

Many of these non-guaranteed elements are also explained in the policy illustration you may have received from your agent.

## **How is the insurance producer compensated?**

The insurance producer is paid commission for selling the annuity. The commission is a percentage of Policy premium and paid as a lump sum or series of payments to the insurance producer. Additional commission called an override is paid by the Company to intermediary agencies or other third parties such as Independent Marketing Organization (IMOs) who assist in recruiting, training, and supporting insurance producers. Insurance producers may also qualify for and receive additional incentives, benefits, or services from the Company, IMOs, or other third party agencies involved in product distribution including but not limited to provision of or reimbursement for training, education, marketing, and advertising; travel and lodging for events and conferences; gifts, meals, and entertainment customary to the business; loans or other financial arrangements; supplemental commission; participation in profit sharing or bonus programs. Eligibility for such incentives, benefits, or services may be contingent on the insurance producer meeting certain sales production goals. The Company provides similar incentives to agencies, IMOs, and other third parties involved in product distribution which may also include increased override amounts when certain sales thresholds are met and in some cases payment of product development fees to IMOs or their affiliates in connection with specific products. The amount of commission or other compensation paid to insurance producers or other parties involved in distribution varies by product. All commissions and other forms of compensation described here are paid by the Company or the agencies, IMOs, or other third parties involved in product distribution and are not deducted from premium paid for the Policy; however, commissions and compensation are cost factors that impact product pricing and features.

# Performance Pro® – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

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## **What material conflicts of interest might affect the annuity recommendation?**

In general, a material conflict of interest exists if the insurance producer has his or her own financial interest in the sale of the annuity that could reasonably be expected to influence the impartiality of the recommendation. The following interests and relationships among others may affect the insurance producer's recommendation of the annuity:

- The insurance producer is an appointed insurance agent for the Company.
- The insurance producer is an independent agent who may represent more than one insurance company but can only represent insurance companies to which he or she is appointed.
- The insurance producer receives a commission when you buy the annuity which varies based on factors such as annuity type, annuity duration, and amount of premium.
- The insurance producer may be eligible for and receive other incentives as described above from the Company or from an IMO or other third party involved in product distribution.
- The insurance producer offers a limited range of products based on his or her license and the menu of available products offered by insurers to which the insurance producer is appointed.
- The insurance producer is compensated only if you purchase the annuity and not compensated if you choose not to buy the annuity.
- The insurance producer compensation could be more or less than compensation paid to an agent or broker offering alternative products or services.
- The insurance producer may have business relationships with IMOs or other third parties providing wholesaling, administration, marketing, or other related services.

It is possible the insurance producer may have other material conflicts of interest. In some cases, depending on applicable laws and regulations, the insurance producer may be required to disclose material conflicts of interest as defined by those laws and regulations. In all cases you may inquire of the insurance producer whether other material conflicts exist. It should be noted that if the insurance producer acts in another capacity in addition to insurance producer (e.g., investment adviser, fiduciary, attorney), additional duties and obligations governing such professions may apply.

## **What other important information should I know about my Policy?**

The guarantees provided by annuities are subject to the stability and claims paying ability of Fidelity & Guaranty Life Insurance Company and are NOT FDIC insured, are subject to investment risks, including interest-rate risk, and may experience loss of principal.

- If this annuity is being purchased to replace an existing life insurance policy or annuity policy, you should compare the two products carefully. You should consider any surrender charges and/or market value adjustments and/or premium bonus vesting schedules or recapture charges that may be incurred on the surrender of the existing policy.
- Tax-deferral offers no additional value if the annuity is used to fund a qualified plan, such as an IRA or 401k and may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates, cap rates, spread rates and participation rates for this annuity, subject to any minimum or maximum guarantees contained in the Policy.
- The Company makes money in various ways including without limitation through investments and Policy charges. The Company seeks to maximize investment income spread which is the difference between overall investment earnings and its obligation to pay policy benefits. The Company also



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earns money based on policyholder fees and charges in accordance with terms of the respective Policies.

- This product is offered on a group or individual basis as determined by state approval.
- For group Policies, terms and conditions are set forth in the group certificate and master Policy and are subject to the laws of the state in which they were issued.
- Withdrawals in excess of the penalty free withdrawal amount may be subject to surrender charges and Market Value Adjustments.
- Past performance of a market index or the Gold Price is not an indication of future performance.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the applicable product brochure. No promises or assurances have been made about the future values of any non-guaranteed elements of the annuity.
- This Policy may be returned within the free look period (of no less than 20 days after you receive it) for an unconditional refund if you are dissatisfied with the Policy for any reason.

## TERMS OF YOUR ANNUITY POLICY

- **Premium Bonus:** Your annuity will receive a vesting premium bonus. The premium bonus is described in your annuity Policy and summarized above under the heading "Does my Policy have a vesting premium bonus?"
- **Minimum Annual Interest Rate:** For the fixed interest option, the interest rate can change each year and is guaranteed never to be less than 1.00%.
- **Surrender Charge:** Your annuity is subject to a surrender charge during the first 10 Policy years. A surrender charge is the cost you incur on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount available under your annuity. The surrender charge is described in your annuity and summarized above under the heading "What if I decide to surrender (cancel) my Policy?" The surrender charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the surrender charge section by the amount withdrawn in excess of the penalty free withdrawal amount.
- **Market Value Adjustment:** Your annuity is subject to a Market Value Adjustment during the first 10 Policy years. The Market Value Adjustment is applied on an amount surrendered or withdrawn that exceeds the penalty free withdrawal amount. The Market Value Adjustment is described in your annuity and summarized above under the heading "What is a Market Value Adjustment?" The Market Value Adjustment may be positive or negative.

## Disclosures:

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# Performance Pro® – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

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## **Applicant Acknowledgement Form Instructions:**

**Please complete both Acknowledgements attached.**

**The entire Statement of Understanding and one copy of the Acknowledgement are to be retained by the Applicant.**

**The second copy of the Acknowledgement is to be sent with the application.**

# Performance Pro® – Statement of Understanding

INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

## Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read this disclosure form and understand its contents. I have also received and reviewed the information contained in the Performance Pro product brochure. I further understand that I have applied for a Flexible Premium Fixed Indexed Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent and believe this annuity will assist me in meeting my current financial needs and objectives. I also confirm that I can complete without substantial assistance all six Activities of Daily Living listed within this disclosure form. I also confirm that I have not been diagnosed with a Terminal Illness.

PLEASE CHECK TO INDICATE one of these 2 statements:

☐ I currently reside in a nursing home facility      or      ☐ I currently DO NOT reside in a nursing home facility

Owner/Applicant Name (Please print) \_\_\_\_\_

Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner/Applicant Name (Please print) \_\_\_\_\_

Joint Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

## Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the Performance Pro product brochure with the applicant. I certify that a copy of this disclosure form, the Performance Pro product brochure, the Buyer's Guide (and the Supplement-to-Buyer's Guide for VT only), as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I acknowledge that I have carefully read and have complied with the Performance Pro Product Training and understand the indexed annuity features and limitations.

Producer Name (Please print) \_\_\_\_\_ Producer Number \_\_\_\_\_

Producer Signature \_\_\_\_\_

Business Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

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INSURER: FIDELITY & GUARANTY LIFE INSURANCE COMPANY

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Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner/Applicant Name (Please print) \_\_\_\_\_

Joint Owner/Applicant Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

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Producer Name (Please print) \_\_\_\_\_ Producer Number \_\_\_\_\_

Producer Signature \_\_\_\_\_

Business Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_



# California Notice of In-Home Meeting

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

The notice is being provided to:

## Prospective Customer(s)

Name: First/Middle Last
Name: First/Middle Last
Name: First/Middle Last

and the meeting is set for \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at \_\_\_\_\_ .  
(Date) (Time)

## Agent's Information

Agent's Full Name: First/Middle/Last		Agent's License Number:	
Address:			
City:	State:	Zip:	Phone Number:

1. I am a licensed insurance agent. My purpose for coming to your home is to sell, discuss and/or deliver one of the following (indicate all that apply):
  - ☐ Life insurance, including annuities
  - ☐ Other insurance products (specify): \_\_\_\_\_
2. You have the right to have other persons present at the meeting, including family members, financial advisors or attorneys.
3. You have the right to end the meeting at any time.
4. You have the right to contact the California Department of Insurance for information, or to file a complaint.  
**Consumer Assistance telephone numbers:**
  - 800-927-HELP (4357) (Calling from within California)
  - 213-897-8921 (Outside California)
  - 800-482-4833 (TDD-Telecommunication Devices for the Deaf)

5. The following individuals will be coming to your home: (list all attendees and insurance license information, if applicable.)

Agent's Full Name: First/Middle/Last	Agent's License Number:
Agent's Full Name: First/Middle/Last	Agent's License Number:

Fidelity & Guaranty Life Insurance Company Des Moines, IA  
& Fidelity & Guaranty Life Insurance Company of New York New York, NY



# California Senior Insurance Disclosure

INSURER: Fidelity & Guaranty Life Insurance Company

**IF YOU OR YOUR SPOUSE ARE AGE 65 OR OLDER AND CONSIDERING PURCHASING A LIFE INSURANCE OR ANNUITY PRODUCT, READ THIS IMPORTANT MESSAGE!**

The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity or other asset to fund the purchase of any life insurance or annuity product may have tax consequences, early withdrawal penalties, or other costs or penalties.

You may wish to consult independent legal or financial advice before purchasing life insurance or annuities.

I have read the above notice and have received a copy.

Owner Name (Printed):	Signature of Owner:
Date:	

Owner Name (Printed):	Signature of Owner:
Date:	





# Replacement Comparison Form

INSURER: Fidelity & Guaranty Life Insurance Company

***This form is required to assess suitability of replacement of your annuity. It seeks factual information about your existing annuity which should be obtained from policy statements or by contacting the issuing company. You and your agent should obtain such information for the replaced policy from the most recent month or quarter. A separate form must be submitted for each replacement or exchange including partial and penalty free transfers.***

**Do not leave any questions unanswered; if not applicable please write N/A**

**Owner's Name:** \_\_\_\_\_

**Joint Owner's Name:** \_\_\_\_\_

	Existing Annuity	Proposed Annuity
<b>General Contract Information</b>		
1. Type of contract being replaced?	<input type="checkbox"/> Fixed Indexed Annuity <input type="checkbox"/> Declared Fixed Rate Annuity <input type="checkbox"/> Variable Annuity <input type="checkbox"/> Life Insurance	<input type="checkbox"/> Fixed Indexed Annuity <input type="checkbox"/> Declared Fixed Rate Annuity
2. Name of existing company?		F&G
3. Name of product?		
4. Contract Number		
5. Date existing annuity or life was issued? (MM/DD/YYYY)		N/A
6. Has the contract being replaced been part of a prior replacement or exchange?	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A
7. If you answered "Yes" to question 6, were you the agent involved with the prior replacement or exchange?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	N/A
<b>Surrender Information</b>		
8. What is the premium bonus percentage?	%	%
9. Is the premium bonus vested? If yes, please list out the entire vesting schedule by year.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. How many years is the surrender charge schedule?		
11. What is the entire surrender charge schedule, by year?		



# Replacement Comparison Form

INSURER: Fidelity & Guaranty Life Insurance Company

12. What is the current surrender charge percentage?	%	N/A
13. What is the current surrender charge amount?	\$	N/A
14. What is the current Market Value Adjustment (MVA +/-)?	\$	N/A
15. What is the current accumulation value?	\$	N/A
16. What is the current cash surrender value? (including any MVA and bonus recapture)	\$	N/A
17. What is the total amount being transferred?	\$	N/A
18. What is the Minimum Guaranteed Interest Rate?	%	%
<b>Additional Benefits/Features</b>		
19. What is the penalty-free withdrawal percentage per year?	%	%
20. Does the contract have a Return of Premium feature?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Does the contract have a Nursing Home Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Does the contract have a Terminal Illness Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Does the contract have an Enhanced Death Benefit Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. If you answered "yes" to question 23, list the Benefit Amount:	\$	N/A
25. If you answered "yes" to question 23, list the fees/charges:	%	%
26. Can the Enhanced Death Benefit Rider be removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
27. Does the contract have a Lifetime Income, Guaranteed Withdrawal, or Enhanced Annuitization Value Rider?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. If you answered "yes" to question 27, list the Benefit Amount:	\$	N/A
29. If you answered "yes" to question 27, list the fees/charges:	%	%
30. Can the Lifetime Income, Guaranteed Withdrawal, or Enhanced Annuitization Value Rider be removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
31. What is the benefit base calculation (example: roll-up rate, bonus, etc.)?		



# Replacement Comparison Form

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INSURER: Fidelity & Guaranty Life Insurance Company

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Owner Signature

Date

---

Joint Owner Signature

Date

---

Agent Signature

Date



# Signature Verification Form

INSURER: Fidelity & Guaranty Life Insurance Company

Thank you for submitting an electronic application for an annuity contract or life insurance policy issued by Fidelity & Guaranty Life Insurance Company (FGLIC). In order to help ensure timely processing of transactions you may request in the future, please review the information below, sign this form and submit via mail, fax, or through the policyholder portal using the information at the bottom of this form. Due to the purpose of this form electronic signatures cannot be accepted.

Contract or Policy Number (required for issued contracts):	Product Name:
Primary Agent/Advisor Name:	

I, the undersigned, certify that the signature presented on this page is my signature. FGLIC may retain and rely on this signature for purposes of processing transactions made by me on the annuity contract(s) or life insurance policy(ies) listed above.

Owner Name (printed):*		Owner Signature:
Owner Social Security Number (last 4 digits):*	Date:	
Joint Owner Name (Printed):*		Joint Owner Signature:
Joint Owner Social Security Number (last 4 digits):*	Date:	

*\* In the event of a corporate or custodial owner, the information above will pertain to the Company Officers, Primary Annuitant and Joint Annuitant, if applicable. In the case of trust owned contracts/policies, the signature information above will pertain to the trustee(s).*

Please note that if this Signature Verification Form is submitted more than 30 days after the contract issue date, we require this form to be accompanied with one copy of legal evidence that supports the signature verification.

## Acceptable documents include:

- |  |   |
|--|---|
| <input type="checkbox"/> U.S. Driver's License   | <input type="checkbox"/> Unexpired Government Issued ID |
| <input type="checkbox"/> Unexpired U.S. Passport | <input type="checkbox"/> Signature is Notarized         |
| <input type="checkbox"/> Unexpired Green Card    | (Attach Notary to this form as part of submission)      |

## RETURN COMPLETED FORM TO:

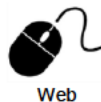
Fidelity & Guaranty Life  
Insurance Company  
Service Center,  
P.O. Box 81497  
Lincoln, NE  
68501-1497



Fidelity & Guaranty Life  
Insurance Company  
Service Center,  
777 Research Drive  
Lincoln, NE  
68521



<https://mypolicy.fglife.com/#/login>



Customer  
Service:  
888-513-8797



Annuity:  
402-328-2266  
Life Insurance:  
800-281-5777



### Information about the Owners

☐ Please check this box if submitting multiple applications for the same household

(see instructions if Owner is not a natural person)

Owner's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Joint Owner's Name: \_\_\_\_\_ Age: \_\_\_\_\_

1. Work Status: Owner: ☐ Retired ☐ Employed ☐ Unemployed ☐ Other \_\_\_\_\_  
Jt. Owner: ☐ Retired ☐ Employed ☐ Unemployed ☐ Other \_\_\_\_\_

2. Residence: Owner: ☐ Living at home ☐ Assisted Living Facility ☐ Nursing Home  
Jt. Owner: ☐ Living at home ☐ Assisted Living Facility ☐ Nursing Home

3. Federal Tax Rate: ☐ 0% ☐ 10% ☐ 15% ☐ 25% - 28% ☐ 33% +

4. Do you currently or have you previously owned any of the products listed below?

- |  |  |
|--|--|
| <input type="checkbox"/> Stocks & Bonds                | <input type="checkbox"/> Savings Bonds and other Government Securities |
| <input type="checkbox"/> Mutual Funds                  | <input type="checkbox"/> Fixed Annuities                               |
| <input type="checkbox"/> Variable Insurance/ Annuities | <input type="checkbox"/> Fixed Cash Value Life Insurance               |
| <input type="checkbox"/> Certificates of Deposit       | <input type="checkbox"/> I have not owned any of these products        |

a. Did the agent recommending the purchase of this annuity, previously sell you any of those products marked above in question 4? ☐ Yes ☐ No

If yes, please provide name of company, product and year of purchase

<u>Company</u>	<u>Product Name</u>	<u>Year Purchased</u>

5. Do you have a reverse mortgage? ☐ Yes ☐ No

6. What is your risk tolerance?

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <b>Conservative</b><br>Prefer to take minimal<br>or no market risk | <input type="checkbox"/> <b>Moderate</b><br>Comfortable taking some<br>market risk to increase returns | <input type="checkbox"/> <b>Aggressive</b><br>Seek maximum returns by taking<br>on additional market risk |
|---|--|---|

7. What are the primary reasons for purchasing this annuity? (please check 1-3 primary reasons)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Tax Deferral*               | <input type="checkbox"/> Wealth Accumulation | <input type="checkbox"/> Immediate Income |
| <input type="checkbox"/> Potential for better rate   | <input type="checkbox"/> Death Benefit       | <input type="checkbox"/> Estate Planning  |
| <input type="checkbox"/> Protection from Market Risk | <input type="checkbox"/> Retirement Income   | <input type="checkbox"/> Other _____      |

a. Are you purchasing this annuity to qualify for means-tested Government Programs or do you intend to apply for means-tested Government Programs (e.g., Medi-Cal, Medicaid, veterans' aid and attendance benefit, etc)?

☐ Yes ☐ No

**\*Annuities purchased in a tax qualified account offer no additional tax deferral benefit over other tax qualified products or accounts.**

8. Is the purchase of this annuity in any way connected to or based on information provided during the establishment of a trust sold to you by (i) your Fidelity & Guaranty Life (FGL) agent or affiliate of your FGL agent or (ii) an attorney provided to you through your FGL agent or affiliate of your FGL agent? ☐ Yes ☐ No

# F&G Annuities & Life

## Suitability Acknowledgement Form

*Financial Information (client financial information prior to purchase of annuity)*

### 9. Source(s) of Income

<input type="checkbox"/> Salary/Wages	<input type="checkbox"/> Interest Income	<input type="checkbox"/> Pension/IRA Payments	<input type="checkbox"/> Trust Income
<input type="checkbox"/> Social Security	<input type="checkbox"/> Dividends	<input type="checkbox"/> Other Annuities	<input type="checkbox"/> Other _____

### 10. Monthly Income/Expenses

Approximate Monthly Household Income (net after taxes):	\$ _____	Approximate Monthly Household Expenses:	\$ _____
		Monthly Disposable Household Income:	\$ _____

### 11. Liquid Assets

Cash	\$ _____	Mutual Funds (except Class B funds subject to deferred sales charges)	\$ _____
Checking/Savings/Money Market	\$ _____	Annuities not subject to surrender penalties	\$ _____
CDs	\$ _____	Life Insurance cash value not subject to surrender penalties	\$ _____
IRAs/Qualified Plans (if over 59½ and no surrender penalties)	\$ _____	Other: _____	\$ _____
Stocks/Bonds	\$ _____	<i>(Personal property such as collectibles and gold are considered Non-Liquid Assets)</i>	
		<b>Total Liquid Assets:</b>	\$ _____

### 12. Non-Liquid Assets

Value of Home	\$ _____	Gold, collectibles, or other valuable personal property	\$ _____
Other Real Estate	\$ _____	Annuities subject to surrender penalties	\$ _____
IRAs/Qualified Plans (if under 59½)	\$ _____	Life Insurance cash value subject to surrender penalties	\$ _____
Class B Mutual Funds (if subject to deferred sales charges)	\$ _____	Other: _____	\$ _____
		<b>Total Non-Liquid Assets:</b>	\$ _____

### 13. Net Worth

<b>Total Assets (Liquid &amp; Non-Liquid)</b>	\$ _____
<b>Total Liabilities (short term and long term)</b>	\$ _____
Total Short Term Liabilities .....	\$ _____
Total Long Term Liabilities .....	\$ _____
<b>Total Net Worth (Total Assets less Total Liabilities)</b>	\$ _____

## Important Considerations

14. Do you anticipate taking distributions from this annuity during the surrender charge period that would result in a surrender charge? If Yes, when (not applicable to single premium immediate annuities)?
- ☐ No – Do not plan to take withdrawals. Any withdrawals will only be RMDs, GMWB, and surrender charge free withdrawals/surrenders. ☐ Yes -- 0-5 years from now ☐ Yes -- 8-10 years from now ☐ Yes -- 6-7 years from now ☐ Yes -- 11-14 years from now ☐ Yes -- 15 or more years from now
15. Do you understand this annuity has surrender charges on withdrawals beginning at \_\_\_\_% and declines over \_\_\_\_ years (or in the case of a multi-year guarantee annuity has a surrender charge free withdrawal window at the end of that period)? ☐ Yes ☐ No
16. After purchase of this annuity, will you have enough remaining liquid assets and other sources of income to cover any emergencies or contingencies such as sudden health care needs or increased living expenses?
- ☐ Yes ☐ No
17. Do you anticipate any adverse change in assets, living expenses, medical expenses, and/or income during the surrender period of this contract?
- ☐ Yes ☐ No
- (if yes, please explain): \_\_\_\_\_

## Source of Funds

18. What is the source of funds for this annuity? (if more than one source, check all that apply and indicate amounts. For any liquid IRA, 401k, 403b, or other qualified plan, please indicate underlying vehicle.)

### From Liquid Assets

- ☐ Cash or CDs  
☐ Checking, Savings, Money Market  
☐ Mutual Funds except class B  
☐ Stocks & Bonds  
☐ Fixed Annuities not subject to surrender charges  
☐ Variable annuity not subject to surrender charges  
☐ Life insurance cash value not subject to surrender charges

Liquid Source amounts \$ \_\_\_\_\_

### From Other Sources

- ☐ Fixed annuity subject to surrender charges  
☐ Variable annuity subject to surrender charges  
☐ Life insurance cash value subject to surrender charges  
☐ IRAs or other qualified plans (if under 59 ½)  
☐ Class B Mutual Funds subject to surrender charges  
☐ Lump Sum Pension distribution (defined benefit)  
☐ Reverse Mortgage/ Home Equity loan  
☐ Gift/Inheritance/Death claim proceeds

Other Source amounts \$ \_\_\_\_\_

19. Is the Source of Funds a life insurance or annuity policy? (if Yes, please answer a. and b. below)
- ☐ Yes ☐ No
- a. Have you replaced or exchanged any life or annuity contracts within the past 36 months (past 60 months if you reside in California or Minnesota)? ☐ Yes ☐ No
- If yes, describe details of past replacements (e.g. how long ago, whether they involved the same agent, whether they involved the same funds): \_\_\_\_\_
- b. Explain the basis for recommendation to replace or exchange an existing life or annuity policy and how this purchase - taking into account surrender costs and/or potential disadvantages – will result in a positive financial benefit for the applicant over the life of the annuity \_\_\_\_\_

20. Will you have to pay any surrender charge or penalty to withdraw funds from your current financial product (i.e., the source of funds for this annuity purchase)? ☐ Yes ☐ No

If yes, provide the name of the company and product, account value prior to surrender, dollar amount of surrender charge or penalty, and percentage of surrender charge or penalty. **Do not reduce the amount or percentage by any bonus earned on the proposed annuity and do not reduce the penalty by offsets such as positive MVAs (market value adjustments).** If applicable provide MVA amount separately and indicate positive or negative.

Company/Product/Year of Purchase	Account Value Prior to Surrender Charge or MVA	Surrender Charge Amt (\$)	Surrender Charge Amt (%)	MVA Amt (\$) (+/-)

### Acknowledgements

- I understand an annuity is a long term contract that I should not plan to fully surrender before completion of the surrender charge period.
- I understand that my principal may be subject to a surrender charge if I surrender or partially surrender my contract before completion of the surrender charge period.
- I understand surrender charges may apply to withdrawals, withdrawals may be taxable and when made before age 59½, may result in tax penalties.
- I understand annuities that offer bonus features may have higher fees and charges, lower credited interest, and longer surrender charge periods than annuities that do not provide a bonus feature.
- (if replacement) I understand the benefits and costs of this replacement, including but not limited to surrender charges, possible loss of benefits, tax consequences, product features and enhancements, fees, and expenses. My Agent has provided a comparison of the benefits and restrictions of both contracts.
- I understand that I should contact my tax professional or attorney for any tax or legal advice.

**DO NOT SIGN THIS FORM IF ANY ITEM IS LEFT BLANK. PLEASE CAREFULLY REVIEW THE FORM AND SIGN ATTESTING THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.**

Owner/Applicant's signature

Date

Joint Owner/Applicant's signature

Date

### Agent's Statement

I believe the purchase of this annuity contract is suitable after carefully reviewing the suitability information provided to me by the Owner(s). If applicable, I have discussed the advantages and disadvantages of any replacement or exchange of another annuity contract or life policy. I have reasonably informed the owner(s) of all important features of the annuity and proposed transaction.

To the best of my knowledge, the questions on this form have been answered truthfully and I have complied with Fidelity & Guaranty Life suitability requirements consistent with my contractual obligations.

Agent signature

Date

Agent's Printed Name and Producer Number



## SUPPLEMENT TO BUYER'S GUIDE EQUITY INDEXED ANNUITIES

This supplement is to be used in conjunction with your Buyer's Guide. It provides additional information to assist in your understanding of your indexed annuity contract.

### INDEX VALUES

The following hypothetical example displays the index values for the most recent five years and demonstrates the effect on the contract if the contract was in existence during the years shown. This example is hypothetical and does not imply future performance. It assumes a cap of 5.00% and participation rate of 100% in the indexing formula for all years.

Date	Index Values	Index Growth	Cap Applied	Credited Rate	Account Value
11/15/2016	2,180.39				\$ 100,000.00
11/15/2017	2,564.62	17.62%	5.00%	5.00%	\$ 105,000.00
11/15/2018	2,730.20	6.46%	5.00%	5.00%	\$ 110,250.00
11/15/2019	3,120.46	14.29%	5.00%	5.00%	\$ 115,762.50
11/15/2020	3,626.91	16.23%	5.00%	5.00%	\$ 121,550.63
11/15/2021	4,682.80	29.11%	5.00%	5.00%	\$ 127,628.16

Caps and participation rates are set at the beginning of a term and are guaranteed for the duration of the term. Please refer to your Buyer's Guide for a complete description of these features.

**Caps and participation rates are subject to change. Please refer to your contract's Information page for rates applicable to your contract.**

### POINTS TO KEEP IN MIND

- Products illustrated in this supplement are designed to be held for a long period of time. Holding the product for a short period of time is not in the best interests of the buyer or the insurance company.
- The contract values will never go below the minimum nonforfeiture values.
- The death benefit is not subject to the index adjustment.