



F&G Secure MYGA® Non-MVA Series — Statement of Understanding

Fidelity & Guaranty Life Insurance Company
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888.513.8797 | fglife.com

Thank you for your interest in the F&G Secure MYGA® Non-MVA Series annuity from Fidelity & Guaranty Life Insurance Company (the “Company”). We want you to understand the benefits, features, and limitations of this annuity before you purchase it. This Statement of Understanding summarizes the annuity Contract (“Contract”) for the Secure MYGA® Non-MVA Series.

We organized the document to explain three important points — how you can put money into the account, how your money grows or diminishes in the account, and how you can receive money from the account when you need it. We also provided certain information about the insurance producer and other parties involved in product distribution.

Please read this document thoroughly, then sign the last page which is a disclosure form acknowledging your understanding of the Contract. If you decide to purchase the Secure MYGA® Non-MVA Series annuity, we will send you the actual Contract. If the content in this Statement of Understanding differs from what you read in any provision of the Contract, the Contract controls. If the content in this Statement of Understanding differs from what you read in the consumer product brochure, this document controls.

What is the F&G Secure MYGA® Non-MVA Series annuity?

F&G Secure MYGA® Non-MVA is a Single Premium Deferred Annuity. It is available with a three, five or seven-year initial interest rate guarantee period. At the end of each applicable initial interest rate guarantee period, the Contract will renew into a one-year renewal interest rate guarantee period or you may search out other opportunities. The Contract is primarily intended for customers seeking a long-term retirement savings vehicle.

What are the guidelines for premium deposits?

You may deposit a single lump sum premium (the amount of money you pay into the Contract) at issue and it must be at least \$20,000. We reserve the right to review anything over \$1,000,000.

When will my annuity be issued?

We issue your annuity once all application requirements and premium payments have been received in good order. We hold your premium deposits without interest until all requirements have been completed. Your Contract will issue on the next available business day.

What if I decide I do not want my Contract after it is delivered?

The free look period is shown on the cover page of your Contract. After you receive the Contract, you may return it within the free look period which is the amount of time you have to request an unconditional refund of the premium you deposited.

How much interest will be credited to my Contract?

We will declare an initial fixed interest rate and renewal fixed interest rates that will determine the fixed rate of interest credited. This rate is guaranteed never to be less than the minimum guaranteed accumulation interest rate of .50%. Interest is credited daily. The initial fixed interest rate is guaranteed for the three, five, or seven year interest rate guarantee period. The initial guarantee period begins on the date of issue, and subsequent periods begin immediately following the end of each prior guarantee period. At the end of each subsequent guarantee period, we will declare a renewal fixed interest rate that will be guaranteed for the following guarantee period.

Do I have access to my Contract value before the annuity date?

You certainly do have access to your Contract before the annuity date. We offer several penalty free withdrawal options that are available to you in specific health and health care situations. However, outside of those specific health care situations, any values you choose to access during the first three, five or seven Contract years above the penalty free amount may be subject to a surrender charge, as applicable. At the end of the initial interest rate guarantee period the Contract will renew into a one-year renewal interest rate guarantee period without application of surrender charges.



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What are the provisions for a penalty free withdrawal?

From the first Contract year through the initial interest rate guarantee period, surrender charges will not apply to any partial withdrawal amounts up to 10.00% of the account value, required minimum distributions, or any payments received under the Terminal Illness Rider, Impairment Rider or Nursing Home Rider (described below). If you withdraw less than the penalty free withdrawal amount in any Contract year, your penalty free withdrawal amount in future Contract years will not be increased.

Another factor to consider in your understanding of the penalty free withdrawal riders is that required minimum distributions are penalty free for all Contract options with or without a rider. Those required minimum distributions under the Internal Revenue Code attributable to your Contract are part of and not in addition to the penalty free withdrawal amount. Please refer to the IRA Disclosure Statement for additional information on required minimum distributions.

In addition to the penalty free withdrawal, we have defined three specific health care situations which allow for penalty free withdrawal. We call them Terminal Illness Rider, Impairment Rider and the Nursing Home Rider. If you qualify for one of these Riders, surrender charges will not apply to the amounts you withdrawal from your account.

Will my withdrawals be taxed?

Withdrawals from your annuity may be taxable and may result in a tax penalty for those under the age 59 ½. Please consult with a tax advisor prior to utilizing any provisions.

What are the specific penalty free withdrawal benefits under the Terminal Illness Rider?

If you, as the Contract owner, have an illness or physical condition that results in your having a life expectancy of 12 months or less, you may qualify for the Terminal Illness Rider. With this rider, you may withdraw all or part of your account value without application of a surrender charge.

You qualify for the Terminal Illness Rider:

- If the Terminal Illness Qualifying Life is diagnosed with a Terminal Illness,
- If the waiver request occurs after the Terminal Illness ineligibility period has elapsed. The terminal illness ineligibility period is one year and measured from the issue date. The waiver is not available during the terminal illness ineligibility period,
- If the terminal illness is diagnosed after the issue date,
- If the withdrawal or surrender is made after the terminal illness qualifying life is diagnosed with a terminal illness,
- If written proof of your terminal illness is received at our home office, and
- If the written proof includes, but is not limited to, certification by a physician who provides medical care to you in connection with your terminal illness.

Please note that we reserve the right to obtain an optional second medical certification by another physician selected by the Company and obtained at the Company's expense.

There is no additional charge for this benefit. In South Dakota this rider is called the Surrender Charge Waiver Rider.

What are the specific penalty free withdrawal benefits under the Nursing Home Confinement Rider?

If your Contract meets all the conditions stated below, you may withdraw all, or part of, your surrender value without application of surrender charges. If on surrender, the minimum guaranteed surrender value is greater than the surrender value without application of surrender charges, the minimum guaranteed surrender value will be paid.

You qualify for the Nursing Home Confinement Rider:

- If the nursing home qualifying life is confined to a nursing home,
- If confinement to the nursing home begins after the issue date,
- If confinement to the nursing home has continued for at least the nursing home qualification period. The nursing home qualification period is 60 consecutive days.
- If the waiver request occurs after the nursing home ineligibility period has elapsed. The nursing home ineligibility period is one year and measured from the issue date. The waiver is not available during the nursing home ineligibility period.
- If the withdrawal or surrender is made while confined or within 90 days of the nursing home qualifying life last being confined to a nursing home. The 90-day deadline may be extended when it can be shown that it was not reasonably



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possible to provide written proof of confinement within 90 days and written proof of confinement was provided as soon as possible. The deadline will never be extended beyond one year, except in the absence of legal capacity.

- If written proof of your confinement is received at our home office, and
- If the written proof includes certification by a licensed nurse or physician who provides care services to you.

There is no additional charge for this benefit. In South Dakota this rider is called the Surrender Charge Waiver Rider. In California, this rider is called the Surrender Charge Waiver Rider - Nursing Home And Adult Care.

What are the specific penalty free withdrawal benefits under the Impairment Rider?

If you, as the Contract owner, are unable to physically care for yourself without the assistance of another person, you may qualify for the Impairment Rider. This rider includes specific definitions about your physical self-care abilities. The critical measurement of your abilities is the prevention of injury without physical intervention.

To determine your need for care, we lay out six activities of daily living. If you need another person within arm's reach to help you with at least two out of the six activities in order to prevent injury, then we consider you unable to physically care for yourself.

Your home health care services for at least two out of the six activities of daily living must be received in your personal residence from a licensed home health care agency or provider. Care providers include, but are not limited to, part-time and intermittent skilled nursing services, home health aid services, physical therapy, occupational therapy, speech therapy, audiology services, and medical social services by a social worker.

The six activities of daily living are:

- **bathing** — washing oneself in either a tub or shower, including the tasks of getting into and out of the tub or shower, or washing oneself by sponge bath;
- **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 ability to perform personal hygiene related to using a catheter or colostomy bag; and
- **eating** — feeding oneself by getting food into the body from a receptacle (such as cup, plate, or table) or by feeding tube or intravenously.

With this rider, you may withdraw all or part of your account value without a surrender charge. If on full surrender, the minimum guaranteed surrender value is greater than the account value, you will receive the minimum guaranteed surrender value.

You qualify for the Impairment Rider:

- If the impairment qualified life is impaired,
- If the impairment begins after the issue date,
- If impairment has continued for at least the impairment qualification period. The impairment qualification period is 60 consecutive days,
- If the waiver request occurs after the impairment ineligibility period has elapsed. The impairment ineligibility period is one year and measured from the issue date. The waiver is not available during the impairment ineligibility period.
- If the withdrawal or surrender is made while confined or within 90 days of the impairment qualifying life last being Impaired. The 90-day deadline may be extended when it can be shown that it was not reasonably possible to provide written proof of impairment within 90 days and written proof of impairment was provided as soon as possible. The deadline will never be extended beyond one year, except in the absence of legal capacity.
- Written Proof of Impairment is received at our Home Office.

There is no additional charge for this benefit. In South Dakota this rider is called the Surrender Charge Waiver Rider.



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What is the death benefit provision?

The death benefit is the amount payable if you die before the maturity date. On the date of your death, the death benefit is equal to the greater of A and B, where:

- A is the account value; and
- B is the minimum guaranteed surrender value.

If you, as the Contract owner, pass away before the maturity date, the ownership of the Contract 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 the spouse of the first owner to die elects to continue the Contract, we will continue to apply surrender charges. Spousal continuation can only apply once. It cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If a spousal continuation does not apply or is not invoked, the Contract must be fully surrendered and the entire proceeds must be distributed within five years of the owner's death. However, within one year from the date of the death, a non-spouse may elect to begin receiving payments with respect to their proportionate share, provided such payments are distributed over the life or a period not to exceed the life expectancy of the non-spouse. With the death benefit, we deduct no surrender charge. The surrender value will equal the total account value.

What happens on the Contract's maturity date?

On the Contract's maturity date, you will convert the entire value of your Contract 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.

What if I decide to surrender (cancel) my Contract prior to the maturity date?

Prior to the maturity date, you may decide to surrender your Contract. If you elect to do this, the Company will pay you the Contract's surrender value. The surrender value is equal to the greater of A and B, where:

- A is the account value less surrender charges; and
- B is the minimum guaranteed surrender value.

At any time before the maturity date, the minimum guaranteed surrender value equals the sum of the following:

- MGSV factor shown on the Contract specifications page multiplied by the premium; plus
- Interest credited daily at the annual effective MGSV interest rate shown on the Contract specifications page; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV interest rate.



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What is a surrender charge?

A surrender charge is the cost you incur if you surrender the Contract or if you withdraw an amount which exceeds the penalty free withdrawal amount during the period the surrender charge schedule is in effect. We apply the surrender charge at the time of the surrender or withdrawal. Using the surrender charge schedule, we multiply any amount you withdraw by the applicable percentages on the schedule.

3-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3
Percentage	9%	8%	7%

California 3-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3
Percentage	8.55%	7.65%	6.70%

5-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3	4	5
Percentage	9%	8%	7%	6%	5%

California 5-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3	4	5
Percentage	8.55%	7.65%	6.70%	5.80%	4.85%

7-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3	4	5	6	7
Percentage	9%	8%	7%	6%	5%	4%	3%

California 7-Year Surrender Charge Schedule

Years into Guarantee Period	1	2	3	4	5	6	7
Percentage	8.55%	7.65%	6.70%	5.80%	4.85%	3.90%	2.90%

At the end of the applicable initial interest rate guarantee period the Contract will automatically renew into a one-year renewal interest rate guarantee period with no surrender charges.

If you surrender the Contract before the end of any guarantee period, you may receive less than your premium.

Surrender charges are waived upon annuitization. Surrender charges are assessed for full surrenders.

The following chart demonstrates surrender charges for the F&G Secure MYGA® Non-MVA product.

Contract Year	Hypothetical Account Value	Free Withdrawal Amount	Surrender Charge Percentage ¹	Surrender Charge	(1) Account Value less Surrender Charge	(2) Minimum Guaranteed Surrender Value	Surrender Value = Greater of (1) and (2)
1	\$100,000	\$10,000	9%	\$9,000	\$91,000	\$87,500	\$91,000
3	\$104,000	\$10,400	7%	\$6,552	\$97,448	\$88,375	\$97,448
5	\$110,000	\$11,000	5%	\$4,950	\$105,050	\$91,053	\$105,050

¹ Surrender charge percentages are based on a hypothetical surrender charge schedule. Refer to your Contract for the surrender charge percentage applicable each Contract year.



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Are there any tax consequences if I take withdrawals from my Contract?

This statement of understanding can provide you with guidance about taxable income. However, you should consult with a tax advisor or attorney regarding the applicability of the information in this document to your own situation.

Income tax on interest credited to an annuity is deferred until withdrawals are taken. There are three situations when federal and state income tax might be due on a portion of or the entire amount that you withdraw — when you surrender the Contract, when you take a withdrawal from your Contract, or when you take an enhanced guaranteed withdrawal payment.

In addition to income tax, you may be subject to a 10.00% 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 Contract's cost basis. Distributions from a qualified annuity (e.g. IRA, 401(k), etc.) may also be taxable.

How is the insurance producer compensated?

The insurance producer earns commission for selling the annuity. The commission is a percentage of Contract premium and paid as a lump sum or series of payments. Additional commission called an override is paid by the Company to intermediary agencies or other third parties such as Independent Marketing Organizations (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 Contract; however, commissions and compensation are cost factors that impact product pricing and features.

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.



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- 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 Contract?

- 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 Contract or annuity Contract, 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 Contract.
- 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 for this annuity, subject to any minimum or maximum guarantees contained in the Contract.
- The Company makes money in various ways including without limitation through investments and Contract charges. The Company seeks to maximize investment income spread which is the difference between overall investment earnings and its obligation to pay Contract benefits. The Company also earns money based on Contract holder 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 Contracts, terms and conditions are set forth in the group certificate and master Contract 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.
- 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 Contract may be returned within the free look period (of no less than 30 days after you receive it) for an unconditional refund if you are dissatisfied with the Contract for any reason.
- Non-guaranteed elements are annuity or rider provisions not guaranteed at issue and can be changed at the Company's discretion. In the case of this annuity and riders, at time of renewal the Company may change the fixed interest rate for the following guarantee period subject to minimum or maximum guarantees contained in the Contract.



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A Glossary of Terms for the Secure MYGA® Non-MVA Series

maturity date — the date your Contract starts annuity payments without penalties. The maturity date is described in more detail under the heading “Do I have access to my Contract value before the maturity date?”.

minimum guaranteed accumulation interest rate — Guaranteed never to be less than .50% throughout the life of the Contract. The minimum guaranteed interest rate will be reset at renewal.

guarantee period — The time period during which the credited rate is guaranteed to remain the same. The guarantee period begins on the date of issue and subsequent guarantee periods begin immediately following the end of each prior guarantee period.

spousal continuation provision — If the spouse of the first Contract owner to die elects to continue the Contract, we will continue to apply surrender charges and MVA where applicable.

surrender charge — Your annuity is subject to a surrender charge during each guarantee period. 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 Contract?” 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.



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Disclosures:

Contract form numbers: MYGA (04-21), ICC21- MYGA (03-21), MYGA - FW (03-21), MYGA-SCWR-IMP (03-21), MYGA-SCWR-NHC (03-21), MYGA-SCWR-TI (03-21), SCWR-RMD (01-21), AE-2037(05-20), AE-2038(05-20), OM TSA 2009, ICC21-MYGA - FW (03-21), ICC21-MYGA-SCWR-IMP (03-21), ICC21-MYGA-SCWR-NHC (03-21), ICC21-MYGA-SCWR-TI (03-21), ICC20-SCWR-RMD (10-20), ICC20-AE-2037 (05-20), ICC20-AE-2038 (05-20), ICC11-1054 (11-11).

“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 and Guaranty Life Insurance Company, Des Moines, IA.

Fidelity & Guaranty Life Insurance Company offers a diverse portfolio of fixed and indexed interest annuities and optional additional features. Before purchasing, please consider your financial situation and alternatives available to you. For more information, you can contact Fidelity & Guaranty Life Insurance Company at 1.888.513.8797 / www.fglife.com.



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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.



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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 F&G Secure MYGA® Non-MVA product brochure, and product and rider inserts. I further understand that I have applied for a Single Premium 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 have not been diagnosed with a Terminal Illness.

Initial Interest Rate Guarantee Period: ☐ 3 Years ☐ 5 Years ☐ 7 Years

PLEASE CHECK TO INDICATE one of these two 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):			Joint Owner/Applicant Name (Please print):		
Owner/Applicant Signature(s):			Joint Owner/Applicant Signature:		
Phone #:	Age ¹ :	Sex ¹ :	Phone #:	Age ¹ :	Sex ¹ :
Date:			Date:		

Producer Confirmation

By signing below, I acknowledge that I have reviewed this disclosure form and the F&G Secure MYGA® Non-MVA product brochure, and product and rider inserts with the applicant. I certify that a copy of this disclosure form, the F&G Secure MYGA® Non-MVA product brochure, the Buyer's Guide, 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 F&G Secure MYGA® Non-MVA Product Training and understand the features and limitations.

Producer Name (Please print):		Producer Signature:	
Producer Number:			
Business Address:	City:	State:	Zip:

¹ Only required in the issue state of New Hampshire.



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Initial Interest Rate Guarantee Period: ☐ 3 Years ☐ 5 Years ☐ 7 Years

PLEASE CHECK TO INDICATE one of these two 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):			Joint Owner/Applicant Name (Please print):		
Owner/Applicant Signature(s):			Joint Owner/Applicant Signature:		
Phone #:	Age ¹ :	Sex ¹ :	Phone #:	Age ¹ :	Sex ¹ :
Date:			Date:		

Producer Confirmation

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Producer Name (Please print):		Producer Signature:	
Producer Number:			
Business Address:	City:	State:	Zip:

¹ Only required in the issue state of New Hampshire.