Agency Selling Agreement

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

***Important*:** This document is a contract that contains important and legally binding terms regarding your relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (identified in this Agreement as the "Company," in reference to either or both, as applicable). Read this contract carefully before signing or attaching your electronic signature through SalesLink – the Company's secure access producer intranet site. If you have any questions about the meaning or content of this Insurance Agency Agreement, you should consult the Agency's lawyer.

This agreement (the "Agreement") is made between and among Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York, as applicable, and the Agency named on the signature page or identified to the Company via SalesLink (the "Agency," "you," "your" or "yours"). This Agreement is made as of the date appearing adjacent to the signature line (or if no date appears thereon, as of the date the undersigned first offered any insurance product underwritten by either Company for sale to any customer or prospective customer) or the date it is submitted electronically via SalesLink, (the Company's secure access producer intranet site), provided however, that the Agreement shall not be effective until accepted by either Company. Such acceptance may be manifest by your being licensed or appointed as a representative by either Company in any jurisdiction, or by the direct or indirect payment of any commission from the Company to you or Producers appointed to you. ("Producers" are insurance agencies or individual producers appointed by the Company to distribute Company's insurance products where Agency receives credit or compensation for each such sale.)

For good and valuable consideration, each to the other, the receipt and sufficiency of which is acknowledged, the Agency and the Company agree as follows:

Section 1. Representations:

You represent that you are properly licensed and authorized to sell the insurance products that are the subject of this Agreement. The Company represents that it is properly licensed and authorized to issue such products.

Section 2. Appointment:

Subject to the completion of an appropriate background check (including but not limited to a credit check and/or background checks on the Agency's owners or principals), as may be required by either Company at any time, (including annually or at any other time(s) after appointment), in its sole discretion, the Company appoints the Agency as its representative in all jurisdictions where the Agency is properly licensed, to offer and sell insurance products issued by the Company, in accordance with the terms of this Agreement. The Agency does not have the exclusive right to offer or sell the Company's product in any location. The Company reserves the right to license any person(s) and to terminate your appointment as set forth herein.

Section 3. Agency Authority:

a. Appoint Producers: The Company authorizes the Agency to recruit and recommend to the Company producers and sub-producers to carry out the purposes of this Agreement. All of your appointments of producers and sub-producers are subject to your obtaining the prior written approval of the Company, which approval may be provided or withheld in the Company's sole discretion. Licensed producers and sub-producers appointed under this Agreement shall be referred to as "Producers." The Company may terminate its appointment of or contractual relationship with any Producer with or without cause and with or without your approval. All Producers you recruit for the purpose of soliciting the sale of the Company's products must be appointed in accord with the Company's currently applicable appointment form and procedures. In addition, if the Company will pay compensation directly to a Producer, the Producer must enter into the Company's form of Insurance Producer Agreement. The Company reserves the right to terminate your appointment as set forth herein.

b. Sell Products: The Company authorizes you and Producers appointed to you to market and/or solicit the sale of insurance products which the Company may lawfully issue and which are described in the Compensation Schedule available via SalesLink (the "Authorized Contracts"); subject however, to the restrictions placed upon you and Producers appointed to you by the laws and regulations of the jurisdictions where the Agency is licensed, the Company's policies and procedures, including but not limited to its underwriting rules and the terms and conditions of this Agreement. The Company has the right to decline any application for any contract or other product and return any money submitted to the applicant.

Section 4. Agency Relationship to Company:

As long as this Agreement is effective, the Agency shall be deemed a representative of the Company, subject to the right of the Company to revoke such relationship upon written notice to you. In the event the agency relationship is revoked, you agree not to hold yourself out, or allow Producers appointed to you to hold themselves out, as a representative of the Company or to offer or sell any Company insurance product. At all times the Agency shall be deemed an independent and unaffiliated entity with respect to the Company and as such you are free to exercise your own judgment as to the persons the Agency or its Producers will offer and sell insurance products to, the time and place of any such offer or sale and the manner in which you will perform the obligations of this Agreement.

Section 5. Agency Relationship to Producers:

Producers appointed to you are independent contractors of the Company and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between Producers appointed to you and the Company. Neither the Agency nor any of its employees may, either expressly or implicitly, present themselves to others as an employee of the Company.

Section 6. Agency Responsibility:

The Agency assumes full responsibility for all business conducted pursuant to this Agreement and for the acts and omissions of its Producers, officers, employees, all persons who act on its behalf or at its direction, and all persons whose activities result in the Agency receiving from the Company any compensation or other remuneration. Any act or omission, or breach of this Agreement, by Producers appointed to you, your officers, your employees, any person who acts on your behalf or at your direction or any person whose activities result in the Agency receiving from the Company any compensation or other remuneration shall be deemed an act, omission or breach by the Agency and the Company may exercise its rights under this Agreement or otherwise as if such act, omission or breach had been committed by the Agency.

Section 7. Communication via SalesLink:

You acknowledge that the Company will communicate with You and Producers appointed to you by posting and updating commission, contract and licensing schedules, Company policies and procedures and other information on SalesLink and that such information will ordinarily not be mai led or provided to you by any other means. You acknowledge that you are responsible for reviewing the SalesLink site on a commercially reasonably regular basis to stay current with all information posted thereon. The Company, in addition to SalesLink, shall make commercially reasonable efforts to inform you of major changes in policies and procedures through email communication.

Section 8. Agency Obligations to Comply with Law and Policy:

You are obligated to, and agree to, comply with all laws, rules and regulations applicable to the offer or sale of insurance products pursuant to this Agreement or the offer or sale of the same by Producers appointed to you, including but not limited to those that govern licensing, continuing education, anti-money laundering requirements, privacy and policy solicitation and issuance; provided, however, that the Agency shall not be held responsible for the submission of legally mandated forms related to the submission of a product application where the Company accepted such application without providing specific notice to the Agency of the need for such mandated forms. You also agree to comply with all current and future rules, regulations and directives of any nature issued by the Company with respect to market conduct or otherwise.

You specifically acknowledge receipt of and agree to comply with the policies, procedures and other terms set forth in the Company's Market Conduct Guide (the "Guide"), the Company's Agent Monitoring Program (the "Program") and the Company's Code of Ethical Conduct (the "Code") as any or all may be amended from time to time. You acknowledge that the Code requires, among other things, your adherence to the following principles:

- To conduct business according to high standards of respect and fairness and to treat the Company's customers as you would expect to be treated;
- To provide competent and customer-focused sales and service;
- To compete fairly;
- To provide advertising and sales material that is clear, accurate, complete and fair;

- To address customer complaints and disputes fairly and promptly; and
- To maintain a system of oversight reasonably designed to demonstrate your commitment to and compliance with these principles.

You may access the Guide, the Code, and certain information about the Program via SalesLink at any time. You acknowledge that the Company has the right to unilaterally amend, supplement or otherwise change the terms of the Guide, the Code or the Program at any time and that you will be bound by any amendments or changes upon the Company's publication of the same; provided, however, the Company, in addition to SalesLink, shall make commercially reasonable efforts to inform you of major changes in policies and procedures through email communication.

Section 9. Required Notification:

You agree to notify the Company promptly in the event that any of the following occur: (i) there is any change in the legal structure of the Agency; (ii) there is any material change in the ownership structure of the Agency, including but not limited to the addition or removal of any principal(s); (iii) you are the subject of or otherwise become aware of any formal or informal inquiry or investigation related to the solicitation or sale of the Company's insurance product(s); (iv) you are contacted by any financial regulator, regarding the solicitation or sale of the Company's insurance product(s); (v) you are or become the subject of any complaint related to the solicitation or sale of any insurance product(s) or any financial product or service, in any jurisdiction; (vi) you are or become the subject of any proceeding by any insurance or financial regulator in any jurisdiction; (vii) you are accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s) or any financial product or service; (viii) your license to offer or sell insurance or financial products is suspended or revoked in any jurisdiction; (ix) you are convicted of any crime; (x) you are alleged to have committed fraud; or (xi) you are found to have engaged in any fraud. You also agree to notify the Company promptly upon receipt of service of process regarding any regulatory, judicial or other proceeding regarding , the Company, the Company's products or the Agency with regard to the transaction of insurance or a non-insurance transaction where misrepresentation, improper sales practices, fraud or dishonesty is alleged. The Company recognizes that the notification requirements set forth in this Section shall not be construed to require the Agency to violate any privacy regulation.

Section 10. Sale of the Company's Insurance Products:

The Company authorizes the Agency to market and/or solicit the sale of insurance products that the Company may lawfully underwrite and which are made available to you or Producers appointed to you; subject, however, to the restrictions placed upon you or Producers appointed to you by the laws and regulations of the jurisdictions where you or Producers appointed to you are licensed, the Company's underwriting rules and the terms and conditions of this Agreement. You also agree to each of the following:

a. Application Completion: Producers appointed to you shall complete an application for each insurance product issued by the Company and sold by Producers appointed to you, on the Company's application form. All of the responses to the questions on the application shall completely and accurately reflect the applicant's responses to these questions as conveyed to Producers appointed to you by the applicant. All relevant information you have relating to the applicant's responses shall be appended to the application, with or without the applicant's consent and transmitted to the Company with the application. In addition, you or Producers appointed to you shall insure that the application is reviewed by the applicant before it is signed by the applicant and attest to its execution. You or Producers appointed to you shall send the application to the Company immediately after it has been executed. You and Producers appointed to you may only accept applications in a state or other jurisdiction in which you and Producers appointed to you are properly licensed.

b. Premium Remittance: You shall immediately forward to the Company or its designee any premium, entire or partial, received with an application or otherwise delivered to you. You may only accept cash or cash equivalents, such as a money order or cashier's check, in accordance with applicable Company policy, which ordinarily prohibits acceptance of cash or cash equivalents in any amount in connection with the sale of annuity contracts and prohibits acceptance of cash or cash equivalents in excess of $500 in connection with the sale of insurance policies. Moreover, you may not, under any circumstances, accept more than ten thousand (US) dollars in cash or cash equivalents in connection with any transaction in any insurance product issued by the Company, without the Company's prior written approval.

If the first premium is paid to you on delivery of a policy, you shall at once remit it to the Company or its designee. You have no right or authority to receive or collect moneys for or on behalf of the Company at any time for any purpose except the initial premium on insurance procured by you or Producers appointed to you and necessary to put such insurance in force. However, the Company may, at its discretion, permit you to collect deferred first year and renewal premiums as and when they mature. Premiums remitted through negotiable instruments such as checks shall be made payable to the Company. All moneys, negotiable instruments, or assets you receive for or on behalf of the Company shall be held by you as trustee for the Company and shall not be used by you for any personal or other purposes whatsoever but shall be immediately remitted to the Company.

c. **Insurable Condition:** You shall notify the Company promptly should you become aware of the death of an applicant, or if you become aware of any inaccuracies in an applicant's responses to any question(s) or request(s) for information contained on an application or elsewhere, including any changes to the applicant's responses on an application before an insurance product is delivered. For any insurance product(s) delivered to you by the Company, you shall arrange for such insurance product(s) to be delivered to the owner(s) and the first premium paid in accordance with the delivery instructions issued by the Company. You shall not permit the delivery of any insurance product(s) unless, to the best of your knowledge, the insured is alive. In addition, with respect to life insurance policies you shall not permit the delivery of any insurance product(s) unless, to the best of your knowledge, the insured is: in good health, in the same or better condition than at the time of application, in insurable condition, and the first premium has been fully paid. You shall return to the Company upon request or on the day following the expiration of 60 days any contract which was not so delivered.

The Company has the right to reject any application, cancel or rescind the sale of any insurance product or authorize the surrender of any insurance product, and in each such case, return any money submitted to the applicant or purchaser, at the Company's sole discretion. You may be obligated to return to the Company any payment made to you in connection with any such application or insurance product, as set forth in Section 11, below.

Section 11. Compensation:

The Company will pay you, and you agree to accept, as full compensation for the sale by you or Producers appointed to you of insurance products authorized by the Company (provided the same have been accepted by the Company and paid for while the Agency's authority under Sections 2 and 3 of this Agreement remains in force), the commission or other compensation set forth in the applicable Compensation Schedule(s), subject to the terms of this Agreement. If the Company cancels or rescinds the sale of any insurance product or authorizes the surrender of any insurance product, for any reason, such insurance product shall be treated as though not accepted by the Company. Any commission payable directly to any Producer shall be netted against any compensation payable to the Agency pursuant to the applicable Compensation Schedule(s).

The Company may pay to the Agency any or all compensation due to Producers appointed to you in connection with their sale of Company insurance products and the Agency agrees to hold all such payments in trust for said Producers. All such payments shall be in accordance with the applicable Compensation Schedule(s) in effect at the time of each such sale. You agree to indemnify, defend and hold the Company harmless against all claims or regulatory or other actions that allege, relate to or arise out of your failure to pay compensation to any Producer in connection with the sale of Company insurance products, including but not limited to reasonable attorney's fees and court costs.

The Company may change its Compensation Schedule(s) at any time, and you agree to accept the amounts payable pursuant thereto. You may access the current Compensation Schedule(s) via SalesLink and the Company, in addition to SalesLink, shall make commercially reasonable efforts to notify you of major changes in such Schedules through email notifications. You may not recruit any Producers with the use of compensation in excess of the maximum compensation provided for in such Compensation Schedule(s), unless approved by the Company in advance and in writing.

You agree to return to the Company, within ten days of demand therefore, all payments made directly or indirectly to you in connection with the offer or sale of any insurance product that was (i) not accepted by the purchaser; (ii) returned by the purchaser before the expiration of a "free look" period; (iii) cancelled or rescinded by the Company or which the Company authorized surrender of, for any reason; or (iv) mistakenly paid to you, due to the Company's error or otherwise.

You acknowledge that the Company may, at its sole discretion, reject any application, cancel or rescind the sale of any insurance product(s), or authorize the surrender of any insurance product(s) and that the Company may refund premiums or other consideration paid in connection with the sale by you or Producers appointed to you of any insurance product(s) for any reason, whether during or after the term of this Agreement. In the event of any such rejection, cancellation, rescission, or surrender, you shall forfeit all right to compensation on said insurance product(s) and shall return to the Company, within ten days of demand therefore, any compensation paid to you which is attributable to the premiums or other consideration refunded and you further agree to reimburse the Company for all costs and expenses incurred in collecting said compensation, including but not limited to reasonable attorney's fees and court costs.

Section 12. First Year and Renewal Commissions:

In the event of termination of this Agreement without cause, and subject to the provisions of Sections 11, 13 and 14, the Company will continue to pay first year and renewal commissions on premiums received and accepted by the Company in accordance with the applicable Compensation Schedule in effect at the time of receipt or termination; provided, however, that payment of service fees will cease on the date of termination of this Agreement. If this Agreement is terminated for cause, you forfeit all first year and renewal commissions that would otherwise be due hereunder. Any commission payable directly to any Producer shall be netted against any compensation payable to the Agency in accordance with the Compensation Schedule then in effect and as may thereafter be modified from time to time.

Section 13. Commission Restrictions:

No commission or other compensation, including but not limited to renewal commissions and commissions or compensation for sales previously made, will be due to you under this Agreement, if the Company terminates this Agreement for cause, as set forth in Section 28.

Section 14. Indebtedness:

Your right to receive any commission or other compensation provided for in this Agreement shall at all times be subordinate to the right of the Company, in its sole discretion, to offset or apply such commissions or compensation against any indebtedness you or Producers appointed to you have (or are anticipated to have) to the Company or any affiliate, whether arising from this Agreement or otherwise. As used herein, the term "indebtedness" means any sum the Company believes in good faith to be owed by you or Producers appointed to you (or anticipated to be owed by you or Producers appointed to you) to the Company or any affiliate, whether or not you agree and notwithstanding the absence of a judicial or other independent determination of the validity of such indebtedness or anticipated indebtedness; the term "affiliate" means Fidelity & Guaranty Life Holding, Inc. (including its successors and assigns) and its direct and indirect subsidiaries. In the event any commission or other compensation provided for in this Agreement and due to you from the Company is insufficient to fully satisfy any indebtedness and/or anticipated indebtedness you or any of or Producers appointed to you to the Company or any affiliate, you agree to pay such indebtedness within ten days of demand therefore and further agree to reimburse the Company for all costs and expenses incurred in collecting said debt, including but not limited to reasonable attorney's fees and court costs. You also agree to cooperate with the Company in connection with its efforts to recover any indebtedness from any of Producers appointed to you. When Company's right to satisfaction of indebtedness under this Section 14 arises from any action or inaction of any Producer(s), the Company shall exercise best efforts to seek initial recourse from such Producer(s). You agree that your obligation under Section 14 remains to the extent Company is unable to obtain such recourse from such Producer(s).

Section 15. Limitations of Authority:

The Agency is not authorized to: (i) incur on behalf of the Company any expense, indebtedness or liability; (ii) make, alter or discharge contracts; (iii) waive forfeitures; (iv) quote rates except as published by the Company; (v) extend the time of payment of any premium; (vi) extend credit to or on behalf of any purchaser of any insurance product offered by the Company for the purpose of purchasing or keeping any insurance product in force; (vii) approve any application for insurance; (viii) represent to any person(s) that any insurance is in effect before the Company so acknowledges; (ix) acknowledge or represent the existence of any insurance with the Company; (x) make any representation or state any opinion regarding the validity or payment of any claim; or (xi) engage in any act on behalf of the Company that is not specifically authorized by this Agreement.

Section 16. Company Property:

The Company will furnish you and/or Producers appointed to you such policies, forms, advertising materials, software and other supplies as it may deem necessary. Title to these materials as well as all undelivered policies, books, supplies or other property as furnished to you and/or Producers appointed to you by the Company shall be vested in the Company and shall be accounted for and returned by you to the Company's authorized representative upon the termination of this Agreement or at any other time, upon demand. You may not make any modifications to software furnished by the Company. You may not transfer, rent, sell, or in any way make available such software to anyone not employed by you or the Company or not associated with you or the Company as a Producer appointed to the Company.

Section 17. Confidentiality:

You understand and acknowledge that during the term of this Agreement or thereafter you and Producers appointed to you may have access to certain confidential and proprietary information relating to the Company, its business and its customers and you agree to keep all such information confidential.
You agree that any and all "Nonpublic Personal Information" obtained by you or Producers appointed to you on behalf of or from the Company in the performance of your duties and obligations under this Agreement or otherwise shall be used by you only as necessary to fulfill your obligations under this Agreement and shall not be disclosed to any other person unless specifically authorized in writing by the Company or the person who is the subject of the "Nonpublic Personal Information," or as otherwise permitted by law.

"Nonpublic Personal Information" has the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state law(s) and regulation(s) that implement that Act and includes but is not limited to the name, address, and financial or health information of an applicant, insured, policyholder, or prospect. You agree to establish physical, electronic and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information" in compliance with the Act and any and all federal and state laws and regulations that implement the Act.

Section 18. Advertising:

You may not purchase or otherwise contract for any advertising or promotional materials that identify the Company, its insurance products, its practices, or its compensation rates, in any publication, on the Internet or otherwise, unless you first obtain written approval from the Company. You may not make any reference to the Company (including its affiliates or employees) or its insurance products on any website, nor may you make available on any website a link to Company forms, marketing material(s) or Company website, or to any other website that refers or relates to the Company, unless you first obtain written approval from the Company.

Section 19. Solicitation Rights:

You agree that the Company will have at all times, both during and after the termination of this Agreement, the right to communicate in any fashion with Producers appointed to you, your employees and all persons insured pursuant to any insurance product issued or sold in connection with this Agreement. Such communication may be for any purpose, including but not limited to: advertising the Company's products, responding to regulatory or other inquiries, conservation of business, servicing of insurance products and adjusting claims.

Section 20. Record Retention and Right of Inspection:

You agree to retain accurate and complete books, records, accounts, and information (the "Material") in accordance with laws and regulations that apply to you, all for a minimum of seven years (unless otherwise specified in a written procedure published by the Company) from the date of creation, or for a minimum of ten years if such Material refers or relates to the sale of an annuity product to a specific applicant, notwithstanding any shorter retention period set forth in any applicable law or regulation. The Company shall at all times have the right to inspect upon reasonable written notice or request the Material and all other documents and information in your possession, custody or control, wherever located, but only insofar as the same may relate to the Company, its insurance products or its customers. You also agree that the Company or any of its agents may take custody of the same to make such extracts or copies as it may desire but only insofar as you have not provided reasonable extracts or copies.

Section 21. Claims and Litigation/Indemnification:

Indemnification of Company: You agree to indemnify, hold harmless and defend the Company against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees but excluding any such items assessed by a regulatory agency) the Company may suffer or incur, as the result of any error or omission; fraudulent, negligent, or unauthorized act; or breach of this Agreement by you, Producers appointed to you, your officers, your employees, any persons who act on your behalf or at your direction, subject to the following exceptions:

1. Settlements or judgments representing life insurance policy limits paid in contestable claims; and
2. Class Actions under either Federal or State law unless (1) there is an adjudication by a court of competent jurisdiction that you knowingly permitted Producers to engage in acts or omissions found by said court to be the basis for liability or (2) the Class Action alleges actions relative to a course of business engaged in by you and alleges only vicarious liability as to the Company.

The Company shall have exclusive authority to effect any settlement in any action for which the foregoing indemnity may apply. You also agree to reimburse the Company for any judgment, loss, settlement, cost, damage or other expense (including but not limited to reasonable attorneys fees but excluding any such items assessed by a regulatory agency) incurred by the Company in answering, defending or otherwise addressing any: arbitration claim; attachment; complaint; court proceeding; dispute; garnishment; regulatory or other inquiry or investigation; or other proceeding involving you, Producers appointed to you, your officers, your employees, all persons who act on your behalf or at your direction, and all persons whose activities result in the Agency receiving from the Company any compensation or other remuneration. You shall, upon demand, pay the Company as a debt due hereunder any sums due to it in accordance with this section. The Company agrees that under no circumstances shall You be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Agreement.

Indemnification of Agency: The Company agrees to indemnify, hold harmless and defend you against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees but excluding any such items assessed by a regulatory agency) you may suffer or incur, as the result of any error or omission or any fraudulent, negligent, or unauthorized act that results in a breach of the terms of this Agreement by the Company subject to the following exceptions:

1. Class Actions under either Federal or State law that allege actions relative to a course of business engaged in by you and allege only vicarious liability as to the Company.

You shall have exclusive authority to effect any settlement in any action for which the foregoing indemnity by the Company may apply. The Company also agrees to reimburse you for any judgment, loss, settlement, cost, damage or other expense (including but not limited to reasonable attorneys fees but excluding any such items assessed by a regulatory agency) incurred by you due to breach of this Agreement by the Company. The Company shall, upon demand, pay you as a debt due hereunder any sums due to you in accordance with this section. You agree that under no circumstances shall the Company be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Agreement.

Section 22. Duty to Cooperate:

You agree to cooperate at all times with the Company and/or any of its agents or lawyers in any internal or external inquiry or investigation that relates to: you, Producers appointed to you, your officers, your employees, any person(s) who act on your behalf or at your direction, and/or any person(s) whose activities result in the Agency receiving from the Company any compensation or other remuneration, the business of the Company or its customers, including but not limited to inquiries that arise in the context of any administrative, regulatory or judicial proceeding.

Section 23. Right to Retire:

The Company may, at its sole discretion and without incurring or imposing any liability to you or Producers appointed to you, retire from any jurisdiction and may discontinue or withdraw any insurance product from any jurisdiction where you are licensed, without prejudice to the right of the Company to continue said insurance products in any other jurisdiction.

Section 24. Entire Agreement:

This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and abrogates, terminates, and supersedes any prior written or oral agreement or representations relating thereto. No statements made orally, either before or after the date of execution of this Agreement, shall have any impact on this Agreement or modify it in any way.

Section 25. Amendment of Agreement:

You may not change or amend any term of this Agreement without the Company's written approval. The Company may amend or change any term of this Agreement, at any time, upon written notice to you, via e-mail or otherwise or by publication on SalesLink. The Company may also amend or change any Company guideline or policy, whether or not such guideline or policy is referenced in this Agreement. Any such amendment or change shall be effective upon written notice to you via e-mail or otherwise or by publication on SalesLink and the Company, in addition to SalesLink, shall make commercially reasonable efforts to notify you of major changes in such guidelines, policies, or provisions of this Agreement through email notifications.

Section 26. No Waiver:

Any failure by the Company to enforce its rights hereunder or take advantage of any breach of the terms, conditions, or covenants in this Agreement shall not constitute a waiver or estoppel of the Company's right to thereafter enforce any of said terms, conditions or covenants. This Agreement cannot be modified by any acquiescence in practices or course of dealing by the Company that may be contrary to the terms of this Agreement.

Section 27. Assignment:

You shall not assign, transfer, or pledge this Agreement or any commission payable hereunder without the advance written consent of the Company. The Company may grant or refuse consent to assign this Agreement at its sole discretion other than with respect to the assignment of commission; the Company's consent to assignment of any commission due hereunder shall not be unreasonably withheld.
However, no assignment of any commission hereunder shall be binding upon the Company unless it is in writing and filed at the Company's US headquarters. The Company assumes no responsibility as to the validity or effect of any such assignment.

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

Section 28. Termination:

This Agreement may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail or by courier with proof of delivery, to the last known address of the other. In addition, the Company may immediately terminate this Agreement for cause. As used herein, "cause" shall mean that the Company has made a determination, which determination may be in the absence of any judicial or other independent finding of fact, that: you, any of Producers appointed to you or any of your employees (i) breached this Agreement or any portion thereof (including but not limited to your failure to cooperate with the Company pursuant to section 23 hereof) following the expiration of a reasonable cure period; (ii) committed fraud or any illegal act in the performance of your duties under this Agreement; (iii) violated any insurance or financial law or regulation, Company policy or procedure, or provision of the Guide, the Code or the Company's Agent Monitoring Program; (iv) withheld or misappropriated funds belonging to the Company, any policyholder or any applicant; (iv) directly or indirectly induced or attempted to induce any policy owner or customer of the Company to stop premium payments or surrender any policy absent Policyholder's direction or instructions; (v) misrepresented the terms of the Company's products or its financial condition; or (vi) misrepresented any material information in your application for appointment as a General Agency or in any other documents supporting that application or otherwise; (vii) engaged in unprofessional, harassing or threatening conduct toward any customer or Company employee; or (viii) used profane or abusive language toward any customer or Company employee.

Cause shall also mean: (a) the loss, suspension, revocation, or voluntary surrender of your license or registration with any state, federal or other entity that regulates, controls or in any way authorizes the sale of insurance products or financial products or services; (b) your insolvency or bankruptcy, or the institution of such or similar proceedings by or against you; (c) your criminal indictment; (d) your conviction or plea of guilty or nolo contendere to any felony or misdemeanor charge involving trustworthiness or dishonesty, including but not limited to embezzlement, fraud or theft; (e) your conviction or plea of guilty or nolo contendere to any felony charge; (f) any action on your part that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Company; or (h) your failure to fully pay any outstanding debt owed to the Company within sixty days of the date such debt is incurred or ten days of the Company's demand therefore, whichever first occurs.

The Company agrees that a termination of this Agreement for cause which is the result of the conduct of a Producer appointed to you shall only occur where evidence reflects that you knew about the conduct and did not immediately report the conduct to the Company, or where you were otherwise complicit in the conduct including through a failure to take reasonable precautions as to the actions of your Producer.

In the event this Agreement is terminated for cause: (i) you forfeit the right to all first year and renewal commissions and authorize the company to withhold its payment of any other commission or compensation to you pending the completion of the Company's review of the appropriate facts and circumstances and subject to your obligation to repay any debt hereunder; and (ii) the Company reserves the right to reappoint any of Producers appointed to you through another agency, in accordance with its ordinary business practices previously communicated to you or within industry custom and standards.

Upon termination of this Agreement, you shall immediately pay to the Company all sums due to the Company and deliver to the Company all brochures, publications and other materials connected with the sale of Company insurance products.

Section 29: Governing Law:

This Agreement is governed by the laws of the State of Maryland (without regard to any choice of law provisions).

Section 30. Place of Contract:

The parties agree that this contract is made and entered into in the State of Maryland.

Agency Selling Agreement

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

Section 31. Dispute Resolution; Jurisdiction:

The parties hereto mutually agree that all suits and special proceedings brought with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship shall be brought only in the courts of the State of Maryland located in the City of Baltimore and of the United States District Court for the District of Maryland - Northern Division (collectively, the "Courts"), and not in any other court(s). The parties mutually agree that they shall be subject to, and hereby consent to, the jurisdiction of the Courts in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document received or delivered in connection with this Agreement. The parties mutually agree that they waive any defense of improper venue or forum non conveniens to any such action brought in either of said Courts, and also waive a trial by jury of any controversy or issue arising under or with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship that shall now or hereafter exist. This Section is subject to the Company's covenant to honor all reasonable requests of the Agency to conduct any hearings or other matters in the most mutually convenient media and manner, e.g., telephonically or by video-conference, and to agree to pre-trial, court-sanctioned mediation.

Section 32. Miscellaneous:

a. Survival: Notwithstanding any provision of this Agreement to the contrary, the termination of this Agreement, whether with or without cause, shall be construed as a termination of: (a) your appointment under Section 3 of this Agreement; (b) your authority under Sections 2, 3 and 10 of this Agreement; and (c) the Company's obligations under Sections 7, 11 and 12 of this Agreement. All other provisions of this Agreement shall survive any termination of this Agreement.

b. Headings: The paragraph headings contained in this Agreement are inserted for purposes of convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

c. Interpretation and Definitions: Unless otherwise provided in this agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

i. Number and Gender: In this Agreement the neuter gender includes the feminine and masculine and the singular number includes the plural, and the word "person" includes any corporation, partnership, firm, or association wherever the context so requires.

ii. Mandatory and Permissive: "Shall" and "will" and "agrees" are mandatory; "may" is permissive.

iii. Term Includes Extensions: All references to the term of this Agreement or the Agreement term shall include any extensions of such term.

I have necessary authority to execute this Insurance Agency Agreement on behalf of the Insurance Agency. On behalf of Insurance Agency, I agree to and accept the terms of this Insurance Agency Agreement as evidenced by my signature, and to bind Insurance Agency to its terms.

Name of Insurance Agency		
Name of Authorized Agency Individual	Title of Authorized Agency Individual	
Signature of Authorized Agency Individual*		Date*