## Fidelity & Guaranty Life Insurance Company A STOCK COMPANY

Home Office: 801 Grand Ave., Suite 2600 Des Moines, IA 50309 (888)513-8797 www.fglife.com Service Center: P.O. Box 81497 Lincoln, NE 68501 888-513-8797

# MODIFIED SINGLE PREMIUM DEFERRED ANNUITY WITH INDEX-LINKED CREDITING STRATEGIES, AND WAIVER OF SURRENDER CHARGES, AND MARKET VALUE ADJUSTMENT

This Contract is issued in consideration of the application and payment of the Initial Premium. The Premium(s) and any interest credited thereon accumulate until the Maturity Date but no later than the Maturity Date. On the Maturity Date, You must start receiving annuity payments pursuant to the ANNUITY PAYMENTS provision in the ANNUITY BENEFITS section.

READ YOUR CONTRACT CAREFULLY. This is a legal Contract between the Owner and the Company. It is evidence of Your benefits under the Contract. Its terms are contained on this page and those which follow. This Contract may include one or more riders or endorsements containing definitions and additional terms affecting how the Contract may work. You should carefully read the entire Contract, including all riders and endorsements attached to such Contract.

RIGHT TO EXAMINE. Upon Written Request, We will provide You, within a reasonable time, reasonable factual information regarding the benefits and provisions of this Contract. If You decide not to keep this Contract, return it within 30 days after You receive it. If the Contract is a replacement Contract, You have 30 days beginning on the date the Contract is delivered or issued for delivery to return it. The Contract may be returned to any of Our agents or it may be mailed to Us. The return of this Contract will void it from the Issue Date. Any Premium paid will be refunded within 10 days of Our receipt of this Contract.

YOU HAVE PURCHASED AN ANNUITY CONTRACT. PLEASE BE AWARE THAT PURCHASE OF AN ANNUITY CONTRACT IS A LONG-TERM COMMITMENT AND MAY RESTRICT ACCESS TO YOUR MONEY. CAREFULLY REVIEW THIS CONTRACT FOR LIMITATIONS.

- Early Surrender or Withdrawal during the Surrender Charge Period will result in application of any applicable Market Value Adjustment and a substantial penalty known as a Surrender Charge. The Market Value Adjustment may result in both upward and downward adjustments to Withdrawal values. Surrender Value, and amounts available for annuitization.
- The Contract is an equity-indexed annuity when issued with an equity-indexed rider. For any equity-indexed option, which may credit interest other than annually, the credit will not be credited until the end of the Crediting Period. While Contract values may be affected by external indices, this Contract does not directly participate in any stock or equity investment.
- The interest rate for the Fixed Interest Crediting Strategy is guaranteed for the period shown on the Specifications Page.
- This is a non-participating Contract. No dividends will be paid.

Signed for the Company, to be effective as of the Issue Date.

#### NOTICE TO OWNER:

If You have questions, need information about this Contract, or need assistance in resolving a complaint, please call Us at 1-888-513-8797. You may contact Your state insurance department.

## State Insurance Department's Contact Phone Numbers

State	Contact Numb	per
Alaska Division of Insurance	907-269-7900	In-State Only: 800-467-8725
Alabama Department of Insurance	334-269-3550	In-State Only: 800-433-3966
Arizona Department of Insurance	602-364-2499	In-State Only: 800-325-2548
Arkansas Insurance Department	501-371-2600	In-State Only: 800-282-9134
Colorado Division of Insurance	303-894-7499	In-State Only: 800-930-3745
Connecticut Insurance Department	860-297-3800	800-203-3447
Georgia Office of Insurance	404-656-2070	In State Only: 800-656-2298
Hawaii Insurance Division	808-586-2790	
Iowa Insurance Division	515-654-6600	In-State Only: 877-955-1212
Idaho Department of Insurance	208 334-4250	In-State Only: 800-721-3272
Illinois Department of Insurance	312-814-2420	866-445-5364
Indiana Department of Insurance	317-232-2395	In-State Only: 800-622-4461
Kansas Department of Insurance	785-296-3071	In-State Only: 800-432-2484
Kentucky Office of Insurance	502-564- 6034	In-State Only: 800-595-6053
Louisiana Department of Insurance	225-342- 5900	In-State Only: 800-259-5300
Commonwealth of Massachusetts Division of Insurance	617-521-7794	877-563-4467
Maryland Insurance Administration	410-468-2244	800-492-6116
Maine Bureau of Insurance	207-624-8475	In-State Only: 800-300-5000
State of Michigan, Department of Insurance and Financ Services	517-284-8800	877-999-6442
Minnesota Department of Commerce	651-539-1600	In-State Only: 800-567-3602
Missouri Department of Insurance	573-751-4126	In-State Only: 800-726-7390
Mississippi Insurance Department	601-359-3569	In-State Only: 800-562-2957
Montana State Auditor, Securities and Insurance	406-444-2040	In-State Only: 800-332-6148
North Carolina Department of Insurance	855-408-1212	
Nebraska Department of Insurance	402-471-0888	In-State Only: 877-564-7323
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New Hampshire Insurance Department	603-271-2261	800-852-3416
New Jersey Department of Banking and Insurance	609-292-7272	800-446-7467
New Mexico Office of Superintendent of Insurance	505-827-4549	855-427-5674
Nevada Division of Insurance	775-687-0700	In-State Only: 888-872-3234
Ohio Department of Insurance	614-644-2658	800-686-1526
Oklahoma Department of Insurance	405-521-2828	In-State Only: 800-522-0071
Oregon Division of Financial Regulation	503-378-4140	In-State Only: 888-877-4894
Pennsylvania Insurance Department	877-881-6388	
Puerto Rico Office of Commissioner of Insurance	787-304-8686	888-722-8686
Rhode Island Department of Business Regulation, Insurance Division	401-462-9520	
South Carolina Department. of Insurance	803-737-6180	In-State Only: 800-768-3467
Tennessee Department. of Commerce & Insurance	615-741-2218	In-State Only: 800-342-4029
Texas Department of Insurance	800-252-3439	800-578-4677
Utah Insurance Department	801-538-3800	In-State Only: 800-439-3805
Commonwealth of Virginia State Corporation Commission, Bureau of Insurance	804-371-9741	In-State Only: 800-552-7945
Vermont Department of Financial Regulation	802-828-3302	800-964-1784
Washington State Office of the Insurance Commissioner	360-725-7080	In-State Only: 800-562-6900
Washington, D.C., Department of Insurance, Securities and Banking	202-727-8000	
Wisconsin Office of the Commissioner of Insurance	608-266-3585	In-State Only: 800-236-8517
West Virginia Offices of the Insurance Commissioner	304-558-3386	In-State Only: 888-879-9842
Wyoming Department of Insurance	307-777-7401	In-State Only: 800-438-5768

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Additional benefits, riders, and endorsements which apply to this Contract are described in the forms following the last page of this Contract.

#### SPECIFICATIONS PAGE – GENERAL

Contract Number:		
Tax Status:		Marketing Name: Secure Landing <sup>SM</sup>
Issue Date: May 22, 2023	Issue State: CO	
Owner Name(s):	Birth Date:	
Annuitant Name:	Birth Date:	Annuitant Sex: FEMALE
		FEMALE

Maturity Date:

Maturity Date is the Contract Anniversary on or first following the Annuitant's (or oldest Annuitant's if a Joint Annuitant is named) 100th birthday.

The information regarding the Owner(s), Annuitant(s), Beneficiary, and Annuity Option is subject to any change submitted and accepted by Us and on record.

Initial Premium: \$500,000.00

Minimum Additional Premium Amount: \$2,000.00 Aggregate Premium Limit: \$2,500,000.00

This is a Modified Single Premium Deferred Annuity. You may make Additional Premium payments to Us, so long as the payment is deemed suitable by Us. Any Additional Premium received prior to the first Contract Anniversary will be allocated to the Fixed Interest Crediting Strategy. Any Additional Premium received by the Company after the first Contract Anniversary will not be accepted.

Minimum Remaining Account Value: \$2,000.00

MGSV Factor: 87.50% MGSV Interest Rate: 1.00%\*

\*Applies only to Minimum Guaranteed Surrender Value.

Minimum Scheduled Withdrawal Amount: \$100.00 per Withdrawal Minimum Unscheduled Withdrawal Amount: \$500.00 per Withdrawal

**Surrender Charge Schedule** 

Contract	Contract	Contract	Contract	Contract
Year 1	Year 2	Year 3	Year 4	Year 5
9.00%	8.00%	7.00%	6 00%	5.00%

There are no Surrender Charges applicable after the 5th Contract Year.

Interest Rate Payable on Death Benefit: 10.00%

Underpayment Annual Interest Rate: 6% Overpayment Annual Interest Rate: 6%

Minimum Required Annuitization Amount: \$2,000.00 Minimum Required Annuity Payment: \$20.00

## SPECIFICATIONS PAGE - GUARANTEED MONTHLY PAYMENT TABLES

Amounts shown are for each \$1,000.00 applied. The guaranteed monthly payments are based on the actuarial basis described below.

For Ages, periods, and rates not shown, We will furnish the amount of payment upon request. We may offer guaranteed monthly payments that are more favorable than those contained in Your Contract.

Default Annuitization Guaranteed Period: 10 Years

Actuarial Basis for Annuity Option Payments

Annuity Option Interest Rate: 0.50%

### Annuity Option 1 - Income for Fixed Period

eriod 'ears)	Monthly Payment	Period (Years)	Monthly Payment	Period (Years)	Monthly Payment
5	\$16.87	8	\$10.62	15	\$5.76
6	\$14.10	9	\$9.47	20	\$4.37
7	\$12.11	10	\$8.54	25	\$3.54
					<i>C</i>

## SPECIFICATIONS PAGE - INTEREST CREDITING STRATEGY ALLOCATIONS

#### Interest Crediting Strategies Available on the Issue Date

Interest Crediting Strategy	Crediting Period	Rider Form	Index / Value Name	Initial Allocation Percentage	Strategy Premium
Fixed	1 Contract Year	Fixed Strategy Rider	N/A	25%	\$125,000
PTP S&P Cap 1 Contract Year Point to Point Indexed Interest Crediting Strategy Rider		S&P 500	5%	\$25,000	
PTP S&P Par	1 Contract Year	Point to Point Indexed Interest Crediting Strategy Rider	S&P 500	10%	\$50,000
PFT S&P	1 Contract Year	Performance Trigger Indexed Interest Crediting Strategy Rider	S&P 500	15%	\$75,000
PTP BA5 Par	1 Contract Year	Point to Point Indexed Interest Crediting Strategy Rider	Balanced Asset 5 Index	20%	\$100,000
PFT BA5	1 Contract Year	Performance Trigger Indexed Interest Crediting Strategy Rider	Balanced Asset 5 Index	25%	\$125,000
			<b>)</b>		
	S				

## SPECIFICATIONS PAGE - FIXED INTEREST CREDITING STRATEGY RIDER

Initial Annual Fixed Interest Rate: 3.10%
Initial Fixed Interest Rate Guarantee Period: 1
Guaranteed Minimum Fixed Interest Rate: 3.10%
Renewal Fixed Interest Rate Guarantee Period: 1 Contract Year

SAMPLE

## SPECIFICATIONS PAGE - INDEXED INTEREST CREDITING STRATEGY RIDER(S)

The elements used in determining the credited rate from the index are not guaranteed and can be changed by Us, subject to the guarantees in this Contract, and any such changes can affect the return.

Interest Crediting	Floor	Initial Cap Rate*	Initial Participation	Initial Spread	Initial Performance	Minimum Cap Rate	Minimum Participation	Maximum Spread	Minimum Performance
Strategy			Rate*	Rate*	Interest Rate		Rate	Rate	Interest Rate
PTP S&P Cap	0.00%	8.50%	n/a	n/a	n/a	1.00%	n/a	n/a	n/a
PTP S&P Par	0.00%	n/a	35.00%	n/a	n/a	n/a	10.00%	n/a	n/a
PFT S&P	0.00%	n/a	n/a	n/a	6.50%	n/a	n/a	n/a	1.00%
PTP BA5 Par	0.00%	n/a	195.00%	n/a	n/a	n/a	40.00%	n/a	n/a
PFT BA5	0.00%	n/a	n/a	n/a	7.50%	n/a	n/a	n/a	1.75%

<sup>\*</sup>Cap Rate, Spread Rate, Participation Rate, and Performance Interest Rate are declared in advance of a Crediting Period (as applicable) and guaranteed for that Crediting Period. The declared Cap Rate for any Crediting Period, if applicable, wil not be less than the Minimum Cap Rate for the Crediting Strategy. The declared Participation Rate for any Crediting Period, if applicable, will not be less than the Minimum Participation Rate for the Crediting Strategy. The declared Spread Rate for any Crediting Period, if applicable, will not be greater than the Maximum Spread Rate for the Crediting Strategy. The declared Performance Interest Rate for any Crediting Period will not be less than the Minimum Performance Interest Rate for the Crediting Strategy. The right to change any of these rates is subject to any guarantees with respect to the rate and any change shall be based on future anticipated experience.

Interest Crediting	Partial Indexed Interest Credit Factor				
Strategy					
PTP S&P Cap	100%				
PTP S&P Par	100%				
PFT S&P	100%				
PTP BA5 Par	100%				
PFT BA5	100%				
PFI BAS					

## SPECIFICATIONS PAGE - INDEXED INTEREST CREDITING STRATEGY RIDER(S) (CONTINUED)

#### **Index Definitions**

Index-linked returns do not include the portion of returns generated by the underlying index that come from dividends, unless specified otherwise.

- S&P 500 is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends); its Index Value is the closing value of the S&P 500 index.
- BA5 is the Balanced Asset 5 Index; its Index Value is the closing price of the CIBQB05E index.



## SPECIFICATIONS PAGE - INDEX DISCLOSURE(S)

#### S&P 500 Index

The index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500® Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's®, a division of the McGraw-Hill Companies, Inc. ("S&P®"). S&P® makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500® Index to track general stock market performance. S&P's® only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P® and of the S&P 500® Index which is determined, composed and calculated by S&P® without regard to the Licensee or the Product.

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#### Balanced Asset 5

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In calculating the level of the Index, the index methodology deducts a maintenance fee of 0.85% per year, calculated daily. This fee will reduce the level of the Index and thus the amount of interest, if any, that will be credited to any Product. Furthermore, while the volatility control applied by CIBC may result in less fluctuation in rates of return as compared to indices without volatility controls, it may also reduce the overall rate of return as compared to other indices not subject to volatility controls. For more information on the Balanced Asset 5 index, see indices.cibccm.com/CIBQB05E.

Free Withdrawal Start Year: Contract Year 2

Contract Year	Free Withdrawal Percentage	Free Withdrawal Basis
1	0%	Account Value at beginning of Contract Year
2	10%	Account Value at beginning of Contract Year
3	10%	Account Value at beginning of Contract Year
4	10%	Account Value at beginning of Contract Year
5	10%	Account Value at beginning of Contract Year
6+	100%	Account Value

SAMPLE CONTRACT

ICC21-SPEC-FW (06-21) 5Y

#### GENERAL DEFINITIONS

This section contains definition for some of the words and phrases used in this Contract. These terms are capitalized when used in the Contract with the meaning set forth below.

#### Age

Age means the attained age as of last birthday, unless specified otherwise. If Age is referenced in terms of two persons, Age means the attained age of the older of the two persons as of his or her last birthday, unless specified otherwise.

#### **Annuitant/Joint Annuitant**

Annuitant means the natural person on whose life the amount and duration of annuity payments depend. A Joint Annuitant is a second natural person on whose life the amount and duration of annuity payments may depend.

#### **Annuity Option**

Annuity Option means one of the payment options described in the Annuity Benefits section or another available on the Maturity Date. An Annuity Option provides for a series of payments after the Maturity Date.

#### **Beneficiary/Contingent Beneficiary**

Beneficiary means the person(s), if any, You name who may receive any Death Benefit or any remaining annuity benefits in accordance with the provisions of this Contract. Contingent Beneficiary means the person(s), if any, You select to become the Beneficiary if the Beneficiary dies.

#### Code

Code means the Internal Revenue Code, as amended. All references in this Contract or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

#### **Contract Anniversary**

Contract Anniversaries are measured from the Issue Date. Contract Anniversary means the day and month that coincides with the Issue Date in subsequent years. References to the "prior Contract Anniversary" during the first Contract Year following the Issue Date refers to the Issue Date.

#### **Contract Year**

Contract Years are measured from the Issue Date. Contract Year means the 12-month period of time from the Issue Date or Contract Anniversary, as applicable, to the next Contract Anniversary.

#### **Due Proof of Death**

Due Proof of Death means a certified copy of an official death certificate or a certified copy of a decree of a court of competent jurisdiction as to the finding of death.

#### **Issue Date**

Issue Date is the date Your Contract becomes effective. The Issue Date is shown on the Specifications Page. Contract Years and Contract Anniversaries are measured from this date

#### **Maturity Date**

The Maturity Date is shown on the Specifications Page. The Maturity Date is fixed and is calculated using the methodology shown on the Specifications Page. It cannot be changed under any circumstances. On this date, You must start receiving annuity payments pursuant to the ANNUITY PAYMENTS provision in the ANNUITY BENEFITS section or Surrender Your Contract according to the SURRENDER provision.

#### **Non-Natural Owner**

Non-Natural Owner means any Owner meeting the definition of Non-Natural Person.

#### **Non-Natural Person**

Non-Natural Person means a corporation, trust, estate, partnership, or other non-individual.

#### **Non-Qualified Contract**

Non-Qualified Contract means a Contract other than a Qualified Contract.

## **GENERAL DEFINITIONS (CONTINUED)**

#### Owner

Owner means the person named in the application or in the most recent change on record entitled to ownership rights stated in this Contract. Owner includes any person who succeeds to the ownership rights of this Contract under the DEATH OF OWNER provision in the DEATH BENEFIT section. If the Owner's surviving Spouse continues the Contract after the Owner's death as described in the DEATH BENEFIT section, the surviving Spouse becomes the new Owner of the Contract.

#### **Qualified Contract**

Qualified Contract means a Contract that qualifies under the Code as an individual retirement annuity or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

#### **Qualified Plan**

Qualified Plan means a retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A, or 457 of the Code.

#### **Service Center**

Service Center is shown on the cover page of this Contract. We will notify You of any change in Our Service Center.

#### **Specifications Page**

Specifications Page means the pages of this Contract containing information specific to You, the Annuitant(s), and benefits under this Contract.

#### **Spouse**

Spouse means the person to whom You are legally married as defined under federal law.

#### Surrender

Surrender means Your voluntary surrender of this Contract to Us in exchange for the Surrender Value.

#### We, Our, Us, Company

We, Our, Us, and Company each mean Fidelity & Guaranty Life Insurance Company.

#### Withdrawal

Withdrawal means Your voluntary election to withdraw a portion of Your Contract's value. Surrender Charges and Market Value Adjustments may apply to Withdrawals.

#### Written Request

Written Request means a request in writing, signed by You, dated, and received by Us at Our Home Office, the Service Center, or any administrative office that We maintain. Written Request may include other forms of communication acceptable to Us, such as electronic means.

#### You, Your

You and Your refers to the Owner(s) of the Contract.

#### **GENERAL PROVISIONS**

This Contract will be interpreted so that it complies with section 72(s) of the Code. All distribution options available to a Beneficiary after an Owner's death will be limited to those that comply with such Code section.

We reserve the right to amend this Contract from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to You at Your last known address. We do not accept responsibility for the tax treatment of this Contract. You should consult Your tax advisor.

Any reference to Owner, Annuitant, Joint Annuitant, Beneficiary, Contingent Beneficiary, irrevocable Beneficiary, and/or payee may include multiple persons.

#### **ASSIGNMENT**

We will not be responsible for the validity or sufficiency of any allowable assignment. To be binding on Us, an executed assignment must be by Written Request and consented to by all irrevocable Beneficiaries, if any. Your rights and any Beneficiary's interest will be subject to the assignment. Assignment of this Contract may subject You to income and gift tax. Assignments, unless otherwise specified by the Owner, shall take effect on the date the Written Request for assignment is signed, subject to any payments made or actions taken by the Company prior to receipt of the assignment.

#### **CHANGES TO CONTRACT**

After We receive and record an allowable Written Request for a change in Owner, Annuitant, Joint Annuitant, Beneficiary, or Contingent Beneficiary, the change, unless otherwise specified by the Owner, will take effect on the date the Written Request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by Us before the Written Request for change was received and recorded.

We may require the return of this Contract for endorsement or otherwise in the event of an allowable change in Owner, Annuitant, Joint Annuitant, Beneficiary, Contingent Beneficiary, Annuity Option, or other change. We reserve the right to issue a revised Specifications Page in the event of any change to this Contract.

Only the President, the Secretary, or a Vice President in Our home office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

#### CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Contract was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Contract, on the provision's effective date of Commission Contract approval, that is in conflict with the Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date of Commission Contract approval.

#### **DEFERRAL OF PAYMENT**

After We receive Your Written Request for any type of Withdrawal or Surrender and We receive written approval from the Director of the Department of Insurance, We may defer payment of any amounts for a period not to exceed six (6) months if the regulatory authority in Our state of domicile approves such deferral and so long as such deferral does not cause the Contract to violate section 72(s) of the Code.

#### **ENTIRE CONTRACT**

The entire Contract consists of:

- This Contract, including any Specifications Page(s);
- The application, a copy of which is attached and made a part of this Contract; and
- All amendments, endorsements, riders, or revised Specifications Page(s) which are attached to this Contract or mailed to Your last known address.

#### **INCONTESTABILITY**

All statements made by the applicant for the issuance of the Contract shall, in the absence of fraud in the procurement of the Contract, when permitted by law in the Issue State stated on the Specifications Page, be deemed representations and not warranties. We will not contest the validity of this Contract after the Issue Date, except as provided in the MISSTATEMENT OF BIRTH DATE AND/OR SEX provision. We will not contest this Contract after the Issue Date, except in instances of fraud, after the Contract has been in force while You are living for two (2) years from the Issue Date.

## **GENERAL PROVISIONS (CONTINUED)**

#### NOTIFICATION OF DEATH

The death of any Owner, Annuitant, or Joint Annuitant must be reported to Us immediately with Due Proof of Death. We are entitled to recover immediately any overpayments made because of a failure to notify Us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify Us of the death of any Owner, Annuitant, or Joint Annuitant. From time to time, We may require proof that any Owner, Annuitant, or Joint Annuitant is alive and may withhold any payments until such proof is received by Us.

#### **PROTECTION OF BENEFITS**

Only You can assign, encumber, or pledge any benefit paid under this Contract. Any such action may result in tax consequences, so You should consult a tax advisor before taking such actions. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

#### **TERMINATION**

Your Contract will terminate on the date on which all benefits are paid as required by Your Contract.

#### **OWNERSHIP**

#### **OWNERSHIP RIGHTS**

An Owner of this Contract may:

- Exercise any of the rights under this Contract; or
- Assign this Contract, except in situations where restrictions are required for purposes of satisfying applicable laws or regulations; or
- Change or amend this Contract, subject to Our agreement.

If the Owner's surviving Spouse continues the Contract after the Owner's death as described in the Death Benefit section, the surviving Spouse becomes the new Owner of the Contract.

#### **JOINT OWNERS**

Two natural persons may be named as Joint Owners. While both are alive, each must sign any Written Request made under this Contract. This Contract cannot have Joint Owners if issued as a Qualified Contract.

#### **CHANGE OF OWNER**

You may change ownership of this Contract by Written Request, in accordance with the CHANGES TO CONTRACT provision. We reserve the right to refuse Your request to change the Owner if We receive the Written Request more than 30 days after You signed it. A change in Owner of this Contract may have tax consequences. Please consult a tax advisor.

#### BENEFICIARY

#### **BENEFICIARY**

The Beneficiary is the person (or persons) ast named by the Owner or his or her designee as being entitled to receive any Death Benefit payable upon the death of an Owner. If You name more than one Beneficiary, the Beneficiaries will share any benefits equally, unless You specify otherwise in the application or by Written Request. The rights of any Beneficiary who is a natural person, including an irrevocable Beneficiary, will end if he or she dies prior to an Owner and will pass to any other Beneficiary which, if a natural person, must then be living as described in this provision unless You provide a Written Request to Us directing otherwise. If there is no Beneficiary designated at the Owner's death or if all Beneficiaries have predeceased the Owner, the Owner's estate is the Beneficiary. See the Death Benefit section for more information regarding Beneficiaries.

Joint Owners, if applicable, shall be each other's sole primary Beneficiary. Any other Beneficiary designation will be treated as a Contingent Beneficiary. Joint Owners may name Contingent Beneficiaries; however, the named Contingent Beneficiaries will only be eligible for a Death Benefit if the Joint Owners die Simultaneously. Upon the death of a Joint Owner and if Spousal Continuation is elected, the spousal Beneficiary becomes the new Owner and may name a new primary Beneficiary in writing.

## **BENEFICIARY (CONTINUED)**

#### **CHANGE OF BENEFICIARY**

Subject to the terms of any existing assignment or irrevocable election, the Owner may designate a new Beneficiary by Written Request in accordance with the CHANGES TO CONTRACT provision. Changes in a Beneficiary may affect the benefits available under this Contract and any riders or endorsements. Any change to Beneficiary may only occur while the Owner is alive. A Beneficiary named irrevocably may not be changed without the written consent of that Beneficiary included in the Written Request. We reserve the right to refuse Your request to change the Beneficiary if We receive the Written Request more than 30 days after You signed it.

#### **PAYMENT TO BENEFICIARY**

Before making any payment, We may require evidence as to the identity, age, and other facts about any person or class designated as the Beneficiary. We are entitled to make payments based on that evidence.

#### **CONTINGENT BENEFICIARY**

The Contingent Beneficiary is the person (or persons) last named by the Owner as succeeding to the status of a Beneficiary if all other Beneficiaries (including the last surviving Joint Owner) predecease the Owner.

#### **CONTRACT VALUES**

#### **PREMIUM**

The Premium is the amount of money You pay to Us to establish Your Contract, which includes both Initial Premium and Additional Premium. The Initial Premium is paid on the Issue Date and is shown on the Specifications Page. At any time before the first Contract Anniversary, Additional Premium may be paid to Us in an amount equal to or greater than the Minimum Additional Premium Amount. The sum of Initial Premium and any Additional Premium may not exceed the Aggregate Premium Limit, except with Company approval. The Minimum Additional Premium Amount and the Aggregate Premium Limit are shown on the Specifications Page.

#### **ACCOUNT VALUE**

The Account Value is equal to the sum of the Strategy Account Values for all cred ting strategies to which You have allocated funds. To keep this Contract in force, Your Account Value must be equal to or greater than the Minimum Remaining Account Value. The Minimum Remaining Account Value is shown on the Specifications Page and will not change. If, at any time, Your Account Value is less than the Minimum Remaining Account Value, We reserve the right to terminate Your Contract and pay You the greater of any remaining Account Value or the Minimum Guaranteed Surrender Value.

#### **SURRENDER VALUE**

On or before the Maturity Date and before any Death Benefit becomes payable, You may Surrender Your Contract for the Surrender Value. The Surrender Value is equal to the **greater of A and B**, where:

- A is equal to C D, where:
  - C is the Account Value; and
  - D is the Surrender Charge applicable upon Surrender and applicable Market Value Adjustment.
- B is the Minimum Guaranteed Surrender Value.

#### MINIMUM GUARANTEED SURRENDER VALUE

The Minimum Guaranteed Surrender Value is the minimum amount You will receive if You Surrender Your Contract. The Minimum Guaranteed Surrender Value does not apply on Withdrawals. At any time before the Maturity Date, the Minimum Guaranteed Surrender Value is equal to **A + B – C**; where:

- A is equal to the MGSV Factor multiplied by Premium;
- B is interest credited daily at the daily equivalent of the annual MGSV Interest Rate; and
- C is any reductions for any Withdrawals accumulated at the daily equivalent of the annual MGSV Interest Rate.

The MGSV Factor and MGSV Interest Rate are shown on the Specifications Page and will not change.

#### **BASIS OF CONTRACT VALUES**

All benefits and values equal or exceed those required by the Interstate Insurance Product Regulation Commission Standards. Paid-up annuity, cash surrender values, or death benefits that may be available under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities.

## **CONTRACT VALUES (CONTINUED)**

#### STATEMENT OF CONTRACT VALUES

At least once each year, We will send You a statement of Your Contract activity and values. At a minimum, the statement will include:

- the beginning and ending date of the current statement period;
- the Account Value at the beginning and end of the current statement period;
- all amounts credited to or debited from the Account Value during the current statement period;
- the Surrender Value at the end of the current statement period; and
- the Death Benefit at the end of the current statement period.

Additional statements shall be made available to You upon request.

#### WITHDRAWAL/SURRENDER

#### WITHDRAWAL

Before the Maturity Date and before any Death Benefit becomes payable, You may request Withdrawals from the Account Value by submitting a Written Request. Any such Withdrawal may not exceed the Surrender Value. Withdrawals may not exceed the current Account Value unless the Surrender Value exceeds the Account Value and the Contract is Surrendered according to the SURRENDER provision.

Withdrawals, including any applicable Surrender Charge and Market Value Adjustment thereon, will reduce the Account Value. A Withdrawal, including any Surrender Charge and Market Value Adjustment thereon, may not reduce the Account Value to less than the Minimum Remaining Account Value as described in the ACCOUNT VALUE provision.

Withdrawals will be allocated and deducted proportionally from all Strategy Account Values containing funds.

Withdrawals may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least the Minimum Scheduled Withdrawal Amount; or
- On an unscheduled basis no more than four times in a Contract Year, in an amount of at least the Minimum Unscheduled Withdrawal Amount. The Minimum Scheduled Withdrawal Amount are per-Withdrawal minimums. The Minimum Scheduled Withdrawal Amount are per-Withdrawal minimum. The Minimum Unscheduled Withdrawal Amount are stated on the Specifications Page and will not change.

#### **SURRENDER**

Before or on the Maturity Date and before any Death Benefit becomes payable, this Contract may be Surrendered for its Surrender Value. For a Surrender, We will require:

- Your Written Request; and
- return of the Contract to Us.

#### SURRENDER CHARGE

While the Contract is still in the period during the Surrender Charge Schedule, a Surrender Charge may be imposed on Withdrawals and Surrender, and in calculating annuity payments. A Surrender Charge will apply to any portion of the value withdrawn or Surrendered. The Surrender Charge is equal to **A x B**, where:

- A is the Surrender Charge Percentage applicable for that Contract Year as shown in the Surrender Charge Schedule on the Specifications Page; and
- B is the amount deducted from the Contract as a result of the Withdrawal or Surrender.

## **DEATH BENEFIT**

#### **DEATH BENEFIT**

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.

No Surrender Charge or Market Value Adjustment applies to payment of the Death Benefit. No Death Benefit applies at or after the Maturity Date, at which point the Contract is annuitized.

#### INTEREST PAYABLE ON DEATH BENEFIT

We will pay interest on the Death Benefit from the date of Your death to the date on which the benefit is paid by the Company as described in the strategy rider(s) attached to Your Contract. Interest will accrue at the rate in effect as of the date of Your death.

We will pay additional interest daily if the Death Benefit is not paid within 31 days from the latest of the following:

- the date We receive Due Proof of Death;
- the date We receive sufficient information to determine Our liability, the extent of Our liability, and the appropriate payee legally entitled to the Death Benefit; or
- the date any legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments include, but are not limited to:
  - the establishment of guardianships or conservatorships;
  - the appointment and qualification of trustees, executors, and administrators and
  - the submission of information required to satisfy state or federal reporting requirements.

Interest will be credited at the daily equivalent rate of the annual effective Interest Rate Payable on Death Benefit. The Interest Rate Payable on Death Benefit is shown on the Specifications Page.

#### **DEATH OF OWNER**

Compliance with Code Section 72(s). If any Owner dies, the entire interest in this Contract must be distributed to the Beneficiary as described below in accordance with the requirements of section 72(s) of the Code an all the terms of this Contract shall be interpreted in accordance with that Code section.

<u>Death Before Maturity Date</u>. If any Owner dies before the Maturity Date, the Death Benefit will be distributed to the Beneficiary within five years of the Owner's death except as allowed and applied in the following Spouse Beneficiary provision.

#### **Spouse Beneficiary**

A Beneficiary who is the deceased Owner's Spouse may, upon notice to Us, continue his or her interest in the Contract as the new Owner, pursuant to section 72(s) of the Code, and the following will apply:

- the Spouse Beneficiary's proportionate interest in the Contract will not be distributed by reason of the deceased Owner's death;
- the Surrender Charge Schedule will continue to apply;
- the DEATH OF OWNER provision will apply upon the death of the surviving Spouse Owner.
- this Spouse Beneficiary provision may not apply a second time if the surviving Spouse Owner remarries and then dies before the Maturity Date.

If the Spouse Beneficiary does not choose to continue his or her interest in the Contract as the new Owner, the Spouse Beneficiary's interest in the Contract will be distributed as stated below for a non-Spouse Beneficiary.

#### **Non-Spouse Beneficiary**

A Beneficiary who is a natural person other than the deceased Owner's Spouse may upon notice to Us receive that person's proportionate interest in the Contract, commencing within one year of the Owner's death (or within any longer period of time permitted under the Code):

- over the life of the Beneficiary, or
- over a period not extending beyond the Beneficiary's life expectancy.

If the non-Spouse Beneficiary dies before his or her proportionate interest in the Contract is distributed, any remaining interest will be distributed to such Beneficiary's estate or as otherwise directed by the Beneficiary in a notice to Us.

## **DEATH BENEFIT (CONTINUED)**

<u>Death on or After Maturity Date</u>. No distributions, other than any payments as provided under the Annuity Option in effect, will be made if an Owner dies on or after the Maturity Date unless the deceased Owner was also the last surviving Annuitant or Joint Annuitant, in which case the DEATH OF ANNUITANT-Death on or After Maturity Date provision will apply. In all events, the entire remaining interest in the Contract will be distributed at least as rapidly as under the method of distributions being used on the date of the Owner's death.

<u>Simultaneous Death of Owner and Beneficiary</u>. Death Benefit will be paid as though any Beneficiary died before the Owner if there is no sufficient evidence that the Owner and Beneficiary have died other than simultaneously.

#### **DEATH OF ANNUITANT**

<u>Death Before Maturity Date</u>. No distribution is required nor will any Death Benefit be paid if an Annuitant or Joint Annuitant dies before the Maturity Date unless the deceased Annuitant or Joint Annuitant is also an Owner or the Owner is a Non-Natural Person, in which case the DEATH OF OWNER-Death Before Maturity Date provision will apply.

If the Owner is not the Annuitant or Joint Annuitant, and any Annuitant dies while this Contract is in force, all Owners must:

- notify Us within 90 days; and
- choose a new Annuitant.

If all Owners do not choose a new Annuitant within 90 days of the Annuitant's death, then the oldest of all Owners becomes the Annuitant and the Joint Annuitant no longer applies.

<u>Death on or After Maturity Date</u>. After the death of the last remaining Annuitant on or after the Maturity Date, no distribution, other than any payments as provided under the Annuity Option in effect will be made. No amounts will be paid after the guaranteed benefits have been paid. Any payments to be made will be paid to the person(s) living on the date of such death in the order which follows:

- Owner(s) or surviving Joint Owner, if any.
- Beneficiary.
- Contingent Beneficiary who becomes the Beneficiary.
- estate of the last Owner to die.

The recipient of any amounts payable after the last Annuitant's or Joint Annuitant's death may name one or more persons to receive any remaining amounts payable after such recipient's death. If no such person is named, any amounts payable will be paid to the deceased recipient's estate. The amounts payable may be paid in the form of a lump sum or the remaining guaranteed annuity payments as scheduled instead of a lump sum.

Any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate which is one percent more than the rate used by Us to determine those payments. The one percent increase in the discount rate results in a decrea e in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the Annuity Option in effect must be made within 60 days of the date the death benefit first becomes payable, such amounts must also be paid within the time period required under section 72(s) of the Code. In all events, the entire remaining interest in the Contract will be distributed at least as rapidly as under the method of distributions being used as of the date of the Annuitant's death.

#### SPECIAL RULES FOR NON-NATURAL OWNER

If the Contract has a Non-Natural Owner, then the death of the Annuitant shall be treated as the death of an Owner.

#### ANNUITY BENEFITS

#### **CHANGE OF ANNUITANT**

No Annuitant or Joint Annuitant may be changed on or after the Maturity Date. If the Owner is a Non-Natural Owner, no Annuitant or Joint Annuitant may be changed at any time. If the Owner is a natural Person, prior to the Maturity Date, You may change any Annuitant or Joint Annuitant by Written Request in accordance with the CHANGES TO CONTRACT provision. Changes in an Annuitant may affect the benefits available under this Contract and any riders or endorsements. We reserve the right to refuse Your request to change the Annuitant or Joint Annuitant if We receive the Written Request more than 30 days after You signed it.

#### **ANNUITY PAYMENTS**

If an Owner survives to the Maturity Date, the annuity payments will:

- start at the end of the first payment period that begins on the Maturity Date;
- be paid to the order of the Owner or to his or her (their) designee;
- be made on a monthly, quarterly, semi-annual, or annual basis, as chosen by You before payments begin; and
- cease at the death of Annuitant and Joint Annuitant, in which case the DEATH OF ANNUITANT-Death on or After Maturity Date provision in the Death Benefit section may apply.

#### **ANNUITY PAYMENT AMOUNT**

The amount of annuity payments, less any applicable state or federal premium taxes, may depend on the

- date annuity payments begin;
- Surrender Value;
- Annuity Option;
- payment frequency; and
- age of the Annuitant(s).

Annuity payments may not begin earlier than the Maturity Date. The amount of annuity payments for the options shown will not be less than those reflected in the Guaranteed Monthly Payment Tables on the Specifications Page. The amount of annuity payments for an Annuity Option shown will not be less than the amount that would be provided by the application of the Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by the Company for that Annuity Option on the Maturity Date to the same class of annuitants.

#### MISSTATEMENT OF BIRTH DATE AND/OR SEX

Before making any annuity payment, We may require proof of the Annuitant's and Joint Annuitant's birth dates. If the birth date of any Annuitant or Joint Annuitant has been misstated, We will adjust the amount to be paid by Us. The adjusted amount will be that which would have been paid if the correct birth date had been stated.

If the sex of an Annuitant or Joint Annuitant has been m sstated, We will adjust the amount to be paid by Us. The adjusted amount will be that which would have been paid if the correct sex had been stated.

For misstatements which result in underpayments, We will include the full amount of the underpayment in Our next payment, and add interest at the Underpayment Annual Interest Rate to that payment. The Underpayment Annual Interest Rate is an annual effective interest rate stated on the Specifications Page. The Underpayment Annual Interest Rate is set on the Issue Date and will not change.

For misstatements which result in overpayments, We will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less, deduct a level portion of that amount from each of those future payments, and charge interest at the Overpayment Annual Interest Rate against the balance of the amount overpaid. The Overpayment Annual Interest Rate is an annual effective interest rate stated on the Specifications Page. The Overpayment Annual Interest Rate is set on the Issue Date and will not change.

#### **ANNUITY OPTIONS**

There are three Annuity Options guaranteed under Your Contract. You may elect to receive payments under any Annuity Option described in this Contract or under any other Annuity Option which We may then offer. Unless another Annuity Option and payment frequency are available and requested before the Maturity Date, monthly payments will be made under:

- Annuity Option 2 with a guaranteed period equal to the Default Annuitization Guaranteed Period, if there is only one Annuitant; and
- Annuity Option 3 with 50% Joint Annuitant payments and a guaranteed period equal to the Default Annuitization Guaranteed Period, if there is a Joint Annuitant.

The Default Annuitization Guaranteed Period is shown on the Specifications Page.

We reserve the right to pay Your Account Value in a lump sum if the amount to be applied to the Annuity Option is less than the Minimum Required Annuity attention Amount or if the monthly payment would be less than the Minimum Required Annuity Payment. The Minimum Required Annuity Payment are shown on the Specifications Page and will not change.

## **ANNUITY BENEFITS (CONTINUED)**

#### **DESCRIPTIONS OF ANNUITY OPTIONS**

Any guaranteed periods provided by the Annuity Options below may not be less than 5 years nor more than 25 years. Under Annuity Option 3, any reduced rates following the death of an Annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

#### Annuity Option 1 - Income for Fixed Period

Payments are guaranteed for the number of years and months chosen. If the Annuitant or Joint Annuitant dies before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.

#### Annuity Option 2 - Life Income with Guaranteed Period

Payments are guaranteed for the number of years chosen. If the Annuitant is alive at the end of the guaranteed period, payments will continue for as long as the Annuitant is alive. If the Annuitant dies before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.

#### Annuity Option 3 – Joint and Survivor Income with Guaranteed Period

Payments are guaranteed for the number of years chosen. If either the Annuitant or Joint Annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the Annuitant and Joint Annuitant are alive; and
- Continue to be paid after the death of either Annuitant at the rate requested at the time of annuitization and for so long as the remaining Annuitant survives.

If the Annuitant and Joint Annuitant die before the end of the guaranteed period, the remaining guaranteed annuity payments, as scheduled, will be paid after the death of the first Annuitant; such payments will be at the rate requested at the time of annuitization. Alternatively, the recipient of the death benefit may elect to receive a lump sum death benefit equal to the commuted value of the remaining guaranteed annuity payments.





## FIDELITY & GUARANTY LIFE INSURANCE COMPANY

A STOCK COMPANY 801 Grand Ave., Suite 2600 Des Moines, IA 50309 www.fglife.com

**MODIFIED SINGLE PREMIUM DEFERRED ANNUITY** 

**READ THIS CONTRACT CAREFULLY!** 

#### SURRENDER CHARGE WAIVER RIDER - IMPAIRMENT

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The availability of access to benefit guarantees or values is not intended to provide for long term care insurance.

#### RIDER SPECIFICATIONS TABLE

Impairment Qualifying Life	Owner(s)
Impairment Ineligibility Period	1 Contract Year
Impairment Qualification Period	60 consecutive days

#### RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Impairment Qualifying Life is Impaired; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will not include application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?

This rider uses an Impairment Qualifying Life, Impairment Ineligibility Period and Impairment Qualification Period.

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specifications Table.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Impairment Qualifying Life, Impairment Ineligibility Period, and Impairment Qualification Period. These specifications are set on the rider effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Impairment Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Impairment Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Impairment Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Impairment Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Impairment Qualifying Life shall be any Annuitant(s).

## SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT (CONTINUED)

#### RIDER DEFINITIONS

#### **ACTIVITIES OF DAILY LIVING (ADL)**

Activities of Daily Living include:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the tub or shower;
- Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs;
- Transferring: sufficient mobility to move into or out of a bed, chair, or wheelchair or to move from place to place, either via walking, a wheelchair, or other means;
- Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated 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.

#### IMPAIRMENT QUALIFYING LIFE

Impairment Qualifying Life means the person or persons whose Impairment may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Impairment Qualifying Life is shown in the Rider Specifications Table.

#### **IMPAIRED**

Impaired means unable to perform at least two (2) of the six (6) Activities of Daily Living 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 Impaired individual while performing the two (2) of six (6) Activities of Daily Living.

#### **IMPAIRMENT**

Impairment means the state of being Impaired. Impairment must be certified by a licensed Physician.

#### **PHYSICIAN**

Physician means a doctor of medicine who is:

- Duly qualified:
- Licensed in the United States of America: and
- Performing within the scope of his or her license.

A Physician must not be: You; the Annuitant; or the brother, sister parent, Spouse, or child of either You or the Annuitant or any spouse of the above.

#### WRITTEN PROOF OF IMPAIRMENT

Written Proof of Impairment means documentation from the attending Physician of the Impairment Qualifying Life providing sufficient detail as to the Impairment Qualifying Life's Impairment.

## SURRENDER CHARGE WAIVER RIDER – IMPAIRMENT (CONTINUED)

#### SURRENDER CHARGE WAIVER REQUEST

#### WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Impairment Qualifying Life shown in the Rider Specifications Table is Impaired.
- Impairment begins after the rider effective date.
- Impairment has continued for at least the Impairment Qualification Period. The Impairment Qualification Period is shown in the Rider Specifications Table and is measured in terms of consecutive days. The Impairment Qualification Period may begin during the Impairment Ineligibility Period; however, the Surrender Charge Waiver request may not be made until both the Impairment Ineligibility Period and Impairment Qualification Period have elapsed. No Surrender Charge or Market Value Adjustment applied during the Impairment Ineligibility Period will be waived.

#### WHEN CAN THE SURRENDER CHARGE WAIVER REQUEST BE MADE?

You may request the waiver of Surrender Charges and Market Value Adjustment after the Impairment Ineligibility Period has elapsed and all requirements outlined in the WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST provision are satisfied. The waiver is not available during the Impairment Ineligibility Period.

#### WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Surrender Charge waiver. Written Request must be subsequently accompanied by Written Proof of Impairment while the Impairment Qualifying Life is Impaired or within 90 days of the date on which the impairment Qualifying Life was last Impaired. An exception to this time limit will be made for a period of up to one year when it can be shown that it was not reasonably possible to make a Written Request and provide Written Proof of Impairment within the required time period. This time limit will be waived altogether in the absence of legal capacity. We reserve the right to request documentation at least annually of continued Impairment.

#### WHEN DOES THE WAIVER APPLY, IF APPROVED?

Surrender Charges and Market Value Adjustment will be waived on any Withdrawals or Surrender which occur after the Written Request and Written Proof of Impairment are received, subject to Our approval. Written Proof of Impairment must be provided to Us according to the WHAT IMPAIRMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST and WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER provisions. If Written Proof of Impairment is not provided within the required time frame, then the Surrender Charge Waiver request will be denied and Surrender Charges and Market Value Adjustment will apply to any applicable Withdrawal or Surrender as described in the CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED provision.

#### CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if (i) any of the above impairment qualification criteria are not met or (ii) the required documentation is not provided. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

## SURRENDER CHARGE WAIVER RIDER - IMPAIRMENT (CONTINUED)

#### **GENERAL PROVISIONS**

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

#### WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

SAMPLE. CONTRACT Fidelity & Guaranty Life Insurance Company

President

## SURRENDER CHARGE WAIVER RIDER - NURSING HOME CONFINEMENT

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

The availability of access to benefit guarantees or values is not intended to provide for nursing home insurance.

#### RIDER SPECIFICATIONS TABLE

Nursing Home Qualifying Life	Owner(s)
Nursing Home Ineligibility Period	1 Contract Year
Nursing Home Qualification Period	60 consecutive days

#### RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Nursing Home Qualifying Life is confined to a Nursing Home; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will not include application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?

This rider uses a Nursing Home Qualifying Life, Nursing Home Ineligibility Period, and Nursing Home Qualification Period.

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specifications Table.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Nursing Home Qualifying Life, Nursing Home Ineligibility Period, and Nursing Home Qualification Period. These specifications are set on the rider effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Nursing Home Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Nursing Home Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Nursing Home Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Nursing Home Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Nursing Home Qualifying Life shall be any Annuitant(s).

## SURRENDER CHARGE WAIVER RIDER - NURSING HOME CONFINEMENT (CONTINUED)

#### RIDER DEFINITIONS

#### NURSING HOME

Nursing Home means a state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or service under the supervision of a licensed nurse or physician.

#### NURSING HOME QUALIFYING LIFE

Nursing Home Qualifying Life means the person or persons whose confinement to a Nursing Home may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Nursing Home Qualifying Life is shown in the Rider Specifications Table.

#### WRITTEN PROOF OF CONFINEMENT

Written Proof of Confinement means documentation providing sufficient detail that the Nursing Home Qualifying Life is confined to a Nursing Home.

#### SURRENDER CHARGE WAIVER REQUEST

#### WHAT CONFINEMENT QUALIFICATIONS MUST BE MET TO REQUEST THE SURRENDER CHARGE WAIVER?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Nursing Home Qualifying Life shown in the Rider Specifications Table is confined to a Nursing Home.
- Confinement to such Nursing Home begins after the rider effective date.
- Confinement to the Nursing Home has continued for at least the Nursing Home Qualification Period. The Nursing Home Qualification Period is shown in the Rider Specifications Table and is measured in terms of consecutive days. Confinement to the Nursing Home may begin during the Nursing Home Ineligibility Period; however, the Surrender Charge Waiver request may not be made until both the Nursing Home Ineligibility Period and Nursing Home Qualification Period have elapsed. No Surrender Charge or Market Value Adjustment applied during the Nursing Home Ineligibility Period will be waived.

#### WHEN CAN THE SURRENDER CHARGE WAIVER REQUEST BE MADE?

You may request the waiver of Surrender Charges and Market Value Ad ustment after the Nursing Home Ineligibility Period has elapsed and all requirements outlined in the WHAT CONFINEMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST provision are satisfied. The waiver is not available during the Nursing Home Ineligibility Period.

#### WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Surrender Charge waiver. Written Request must be subsequently accompanied by Written Proof of Confinement while the Nursing Home Qualifying life is Confined or within 90 days of the date on which the Nursing Home Qualifying Life was last Confined. An exception to this time limit will be made for a period of up to one year when it can be shown that it was not reasonably possible to make a Written Request and provide Written Proof of Confinement within the required time period. This time limit will be waived altogether in the absence of legal capacity. We reserve the right to request documentation at least annually of continued confinement to a Nursing Home.

#### WHEN DOES THE WAIVER APPLY, IF APPROVED?

Surrender Charges and Market Value Adjustment will be waived on any Withdrawals or Surrender which occur after the Written Request and Written Proof of Confinement are received, subject to Our approval. Written Proof of Confinement must be provided to Us according to the WHAT CONFINEMENT QUALIFICATIONS MUST BE MET PRIOR TO WAIVER REQUEST and WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER provisions. If Written Proof of Confinement is not provided within the required time frame, then the Surrender Charge Waiver request will be denied and Surrender Charges and Market Value Adjustment will apply to any applicable Withdrawal or Surrender as described in the CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED provision.

#### CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if (i) any of the above confinement qualification criteria are not met or (ii) the required documentation is not provided. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

## SURRENDER CHARGE WAIVER RIDER - NURSING HOME CONFINEMENT (CONTINUED)

#### **GENERAL PROVISIONS**

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

#### WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

SAMPLE Fidelity & Guaranty Life Insurance Company

President

## SURRENDER CHARGE WAIVER RIDER - REQUIRED MINIMUM DISTRIBUTIONS

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

#### RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, Surrender Charges and Market Value Adjustment may be waived on Required Minimum Distributions required under the Code, subject to the limitations below; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

#### RIDER DEFINITIONS

#### **CALENDAR YEAR**

For purposes of this rider, Calendar Year begins on January 1st and ends on the last available date that You may withdraw the distribution as required by the Code.

#### WHAT IS A REQUIRED MINIMUM DISTRIBUTION?

Required Minimum Distribution means any Withdrawal required under Section 401(a)(9), or similar rule, of the Code for a Qualified Contract.

#### SURRENDER CHARGE WAIVER REQUEST

#### WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Surrender Charge waiver. Written Request must include Your election of either a single lump-sum payment or systematic payments.

#### WHAT QUALIFICATIONS MUST BE MET TO REQUEST THE SURRENDER CHARGE WAIVER?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Contract is a Qualified Contract.
- The Owner is subject to Required Minimum Distributions required under the Code.
- Written Request is received at Our Home Office.

#### CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

No; the request cannot be denied if you meet the above qualifications. However, If the Required Minimum Distribution Amount exceeds the total Free Withdrawal Amount available under Your Contract during a Contract Year, We reserve the right to defer payment of the excess amount until the next Contract Year, provided the next Contract Year begins before the end of the Calendar Year.

#### REQUIRED MINIMUM DISTRIBUTION AMOUNT

#### WHAT IS THE REQURIED MINIMUM DISTRIBUTION AMOUNT?

Under Your base Contract, Surrender Charges and Market Value Adjustment are assessed on Withdrawals and Surrender. The Required Minimum Distribution Amount provided by this rider is the amount that may be withdrawn during a Calendar Year without incurring a Surrender Charge or Market Value Adjustment.

#### HOW IS THE REQUIRED MINIMUM DISTRIBUTION AMOUNT CALCULATED?

The Required Minimum Distribution Amount is determined:

- annually based on the fair market value of the Contract on December 31st occurring immediately prior to the beginning of the current Calendar Year:
- in accordance with applicable Code and regulations thereunder; and
- as if this Contract were the only retirement plan or account.

If Your Contract was issued after December 31st occurring immediately prior to the current Calendar Year, then the fair market value of Your Contract on that date is zero and the resulting Required Distribution Amount for the current Calendar Year is also zero.

## SURRENDER CHARGE WAIVER RIDER - REQUIRED MINIMUM DISTRIBUTIONS (CONTINUED)

#### IS THE REQUIRED MINIMUM DISTRIBUTION REDUCED FOR PRIOR WITHDRAWALS?

Yes; the Required Minimum Distribution Amount is reduced for all prior Withdrawals taken during the Calendar Year; only the remaining Required Minimum Distribution Amount may be withdrawn without application of Surrender Charges or Market Value Adjustment.

#### CAN MULTIPLE REQUIRED MINIMUM DISTRIBUTIONS BE WITHDRAWN IN THE SAME CONTRACT YEAR?

No; only one Required Minimum Distribution as defined by the Code may be withdrawn during a single Contract Year.

#### CAN THE REQUIRED MINIMUM DISTRIBUTION AMOUNT BE CARRIED OVER?

No; the Required Minimum Distribution Amount is noncumulative; any unused amount is not carried over to any subsequent Calendar Years.

#### CAN A WITHDRAWAL EXCEED THE REQUIRED MINIMUM DISTRIBUTION AMOUNT?

Yes, Withdrawals can be made in any amount, subject to the limitations of Your Contract. Any portion of a Withdrawal in excess of the Required Minimum Distribution Amount will be subject to any applicable Surrender Charge and Market Value Adjustment.

#### **GENERAL PROVISIONS**

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

#### WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt

President

## SURRENDER CHARGE WAIVER RIDER – TERMINAL ILLNESS

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

#### RIDER SPECIFICATIONS TABLE

Terminal Illness Qualifying Life	Owner(s)
Terminal Illness Life Expectancy	12 months
Terminal Illness Ineligibility Period	1 Contract Year

#### RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Subject to the terms and qualification criteria outlined in this rider, any applicable Surrender Charges and Market Value Adjustment may be waived on Withdrawal and Surrender if the Terminal Illness Qualifying Life is diagnosed with a Terminal Illness; this waiver is in lieu of, and not in addition to, any other Surrender Charge waiver available under Your Contract, including those attached by rider and/or endorsement.

When this waiver is available and applied, the Contract's Surrender Value will not include application of a Surrender Charge or Market Value Adjustment. If the Contract is Surrendered, the Minimum Guaranteed Surrender Value will be paid if greater than the Surrender Value without application of Surrender Charge or Market Value Adjustment.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS SURRENDER CHARGE WAIVER?

This rider uses a Terminal Illness Qualifying Life, Terminal Illness Life Expectancy, and Terminal Illness Ineligibility Period.

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS SURRENDER CHARGE WAIVER?

All specifications applicable under this rider are shown in the Rider Specifications Table.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Terminal Illness Qualifying Life, Terminal Illness Life Expectancy, and Terminal Illness Ineligibility Period. These specifications are set on the rider effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed. However, the person(s) considered the Terminal Illness Qualifying Life may change due to underlying changes in Your base Contract. For example, if the Terminal Illness Qualifying Life is Owner(s) and a change in Owner occurs, then qualification after the change is based on the new Owner(s). Similarly, if the Terminal Illness Qualifying Life is Annuitant(s) and a change in Annuitant occurs, then qualification after the change is based on the new Annuitant(s).

Any change to Owner(s) or Annuitant(s) is subject to the limitations of Your base Contract. If the Terminal Illness Qualifying Life is Owner(s), then in the case of Non-Natural Owners, the Terminal Illness Qualifying Life shall be any Annuitant(s).

#### RIDER DEFINITIONS

#### **PHYSICIAN**

Physician means a doctor of medicine who is:

- Duly qualified;
- · Licensed in the United States of America; and
- Performing within the scope of his or her license.

A Physician must not be: You; the Annuitant; or the brother, sister, parent, Spouse, or child of either You or the Annuitant or any spouse of the above.

#### **TERMINAL ILLNESS**

Terminal Illness means illness or physical condition that results in the Terminal Illness Qualifying Life having a life expectancy which does not exceed the Terminal Illness Life Expectancy. The Terminal Illness Life Expectancy is shown in the Rider Specifications Table. Terminal Illness must be certified by a licensed Physician.

## SURRENDER CHARGE WAIVER RIDER - TERMINAL ILLNESS (CONTINUED)

#### TERMINAL ILLNESS QUALIFYING LIFE

Terminal Illness Qualifying Life means the person or persons whose Terminal Illness diagnosis may result in qualification to utilize the Surrender Charge waiver, assuming all other qualifications outlined in this rider are met. Terminal Illness Qualifying Life is shown in the Rider Specifications Table.

#### WRITTEN PROOF OF TERMINAL ILLNESS

Written Proof of Terminal Illness includes, but is not limited to, certification by a Physician who provides medical care to the Terminal Illness Qualifying Life in connection with their Terminal Illness.

#### SURRENDER CHARGE WAIVER REQUEST

#### WHAT DOCUMENTATION IS REQUIRED TO REQUEST THE SURRENDER CHARGE WAIVER?

We will require a Written Request for the Waiver of Surrender Charge Benefit. Written Request must be accompanied by Written Proof of Terminal Illness.

We reserve the right to obtain a second medical certification, at Our expense, from a Physician selected by Us. In the case of conflicting opinions, qualification for the Surrender Charge waiver shall be determined by a third medical opinion by a Physician that is mutually acceptable to You and Us. Any third opinion will be made at Our expense.

#### WHAT QUALIFICATIONS MUST BE MET TO REQUEST THE SURRENDER CHARGE WAIVER?

Surrender Charges and Market Value Adjustment may be waived upon receipt of Written Request for this benefit if all the following qualification criteria are met:

- The Terminal Illness Qualifying Life is diagnosed with a Terminal Illness.
- Waiver request occurs after the Terminal Illness Ineligibility Period has elapsed. The Terminal Illness Ineligibility Period is shown in the Rider Specifications Table and measured from the rider effective date. The waiver is not available during the Terminal Illness Ineligibility Period.
- The Terminal Illness is diagnosed after the rider effective date.
- The Withdrawal or Surrender is made after the Terminal Illness Qualifying Life is diagnosed with a Terminal Illness.
- Written Proof of Terminal Illness is received at Our Home Office.

## CAN THE REQUEST FOR SURRENDER CHARGE WAIVER BE DENIED AND WHAT HAPPENS IF IT IS DENIED?

Yes; the request may be denied if any of the above qualification criteria are not met. If Your request is denied, Withdrawal or Surrender proceeds will not be disbursed until You are notified of the denial and provided with the opportunity to accept or reject the proceeds including any Surrender Charge and Market Value Adjustment.

#### **GENERAL PROVISIONS**

## IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

PB/

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

#### WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates. Termination shall not prejudice the waiver of any Surrender Charges or Market Value Adjustment while the rider was in force.

Signed for the Company.

#### Fidelity & Guaranty Life Insurance Company

Chris Blunt

President

# FREE WITHDRAWAL RIDER

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

# RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Under Your base Contract, Surrender Charges and Market Value Adjustment are assessed on Withdrawals and Surrender. The Free Withdrawal Amount provided by this rider is the amount that may be withdrawn from this Contract during a Contract Year without incurring a Surrender Charge or Market Value Adjustment.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS FREE WITHDRAWAL RIDER?

This rider uses a Free Withdrawal Start Year, Free Withdrawal Percentage, and Free Withdrawal Basis to determine the Free Withdrawal Amount for each Contract Year. The Free Withdrawal Percentage and Free Withdrawal Basis may vary by Contract Year.

### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS FREE WITHDRAWAL RIDER?

All specifications applicable under this rider are shown on the Specifications Page.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this rider are guaranteed, including Free Withdrawal Start Year, Free Withdrawal Percentage, and Free Withdrawal Basis. These specifications are set on the rider effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this rider are guaranteed, though the current value used in the Free Withdrawal Amount calculation is determined according to the Free Withdrawal Basis and may vary by Contract Year.

#### FREE WITHDRAWAL

#### WHAT IS A FREE WITHDRAWAL?

A Free Withdrawal is any amount withdrawn which does not exceed the Free Withdrawal Amount. The Free Withdrawal Amount may vary by Contract Year.

Free Withdrawals do not incur a Surrender Charge or Market Value Adjustment.

# HOW IS THE FREE WITHDRAWAL AMOUNT CALCULATED?

For any Contract Year prior to the Free Withdrawal Start Year, the Free Withdrawal Amount is zero (0).

For any Contract Year beginning with the Free Withdrawal Start Year, the Free Withdrawal Amount is equal to (A x B) - C, where:

- A is the Free Withdrawal Percentage; and
- **B** is the value of the Free Withdrawal Basis. The timing and value of the Free Withdrawal Basis is described on the Specifications Page.
- C is any amounts previously withdrawn in the current Contract Year which were not subject to Surrender Charges or Market Value Adjustment.

# CAN THE FREE WITHDRAWAL AMOUNT BE CARRIED OVER TO THE NEXT CONTRACT YEAR?

No; any unused Free Withdrawal Amount during a Contract Year is not carried over to any subsequent Contract Years.

#### CAN A WITHDRAWAL EXCEED THE FREE WITHDRAWAL AMOUNT?

Yes, Withdrawals can be made in any amount, subject to the limitations of Your Contract. Any amount withdrawn from the Contract in excess of the Free Withdrawal Amount will be subject to any applicable Surrender Charge and Market Value Adjustment.

# **GENERAL PROVISIONS**

# IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

# IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

# WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt

# MARKET VALUE ADJUSTMENT ENDORSEMENT

This endorsement is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This endorsement will supersede any conflicting provisions of the Contract.

# **ENDORSEMENT SPECIFICATIONS TABLE**

MVA Period	5 Contract Years
MVA Reference Index	Bloomberg Barclays US Aggregate Index Yield to Worst

MVA Reference Index Disclosure

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# MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

#### **ENDORSEMENT OVERVIEW**

#### WHEN IS THIS ENDORSEMENT EFFECTIVE?

The endorsement effective date is the Issue Date.

#### HOW DOES THIS ENDORSEMENT AFFECT YOUR CONTRACT?

When this endorsement is attached to Your contract, amounts withdrawn during the MVA Period may be adjusted upward or downward based on the Market Value Adjustment formula specified in this endorsement. The MVA Period begins on the endorsement effective date and is measured in terms of Contract Years.

#### WHAT IS A MARKET VALUE ADJUSTMENT?

A Market Value Adjustment is a separate adjustment applied to amounts withdrawn during the MVA Period which is in addition to any applicable Surrender Charge.

#### **ENDORSEMENT SPECIFICATIONS**

#### WHAT SPECIFICATIONS APPLY TO THIS ENDORSEMENT?

This endorsement uses the MVA Reference Index to calculate the Market Value Adjustment.

The MVA Reference Rate Index is defined in the MVA REFERENCE INDEX provision

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS ENDORSEMENT?

All specifications applicable under this endorsement are shown in the Endorsement Specifications Table. The Endorsement Specifications Table includes MVA Period and MVA Reference Index.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this endorsement are guaranteed, including MVA Period and MVA Reference Index. These specifications are set on the endorsement effective date and will not change.

# WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

All specifications applicable under this endorsement are guaranteed.

# MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

#### **ENDORSEMENT DEFINITIONS**

#### **BUSINESS DAY**

Business Day means any day of the week except for Saturday, Sunday, and United States Federal Holidays.

#### **MVA REFERENCE INDEX**

MVA Reference Index refers to any approved series of external values used to calculate the Market Value Adjustment. MVA Reference Index may include, but is not limited to, a stock market index, exchange-traded fund, commodity, or other security.

The applicable MVA Reference Index is shown in the Endorsement Specifications Table. The MVA Reference Index is set on the endorsement effective date and will not change, except as provided by the WHAT IF AN MVA REFERENCE INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED provision of this endorsement.

#### WHAT IF AN MVA REFERENCE INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED?

If publication of the MVA Reference Index is discontinued, or if We are unable to utilize it, or if the calculation is substantially changed, We will substitute a suitable alternative MVA Reference Index subject to approval by the Interstate Insurance Product Regulation Commission and notify You and any assignee at the last known address before using the substitute MVA Reference Index.

#### **MVA REFERENCE RATE**

MVA Reference Rate on any specified date is the value of the MVA Reference Index on that specified date. MVA Reference Rates are used to calculate the Market Value Adjustment, if any. If no MVA Reference Rate is published on that date, We will use the MVA Reference Rate on the next Business Day for which the MVA Reference Rate is published.

#### SURRENDER REQUEST

Surrender Request includes request to Surrender Your Contract or request to make payments under an Annuity Option.

# MARKET VALUE ADJUSTMENT

# WHAT ARE THE POSSIBLE VALUES FOR THE MARKET VALUE ADJUSTMENT?

The Market Value Adjustment can be positive, negative, or zero. A positive Market Value Adjustment will decrease the annuity contract's Withdrawal amount or Surrender Value, and a negative Market Value Adjustment will increase the Withdrawal amount or Surrender Value.

# WHEN DOES A MARKET VALUE ADJUSTMENT APPLY?

A Market Value Adjustment will be applied to any portion of a Withdrawal or Surrender Request that is subject to a Surrender Charge. The Market Value Adjustment is calculated and applied at the time of Withdrawal or Surrender Request is processed. A Market Value Adjustment will not be applied to any portion of a Withdrawal or Surrender Request that is not subject to a Surrender Charge.

# HOW IS THE MARKET VALUE ADJUSTMENT CALCULATED?

Step 1. Calculate the Market Value Adjustment Factor. The Market Value Adjustment Factor is equal to:

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

- A is the MVA Reference Rate as of the Issue Date;
- **B** is the MVA Reference Rate as of the date We process the Withdrawal or Surrender Request; and
- N is the number of months remaining to the end of the MVA Period, rounded up to the next higher number of months.

Step 2. Calculate the Unlimited Market Value Adjustment. The Unlimited Market Value Adjustment is equal to D x E, where:

- **D** is the Market Value Adjustment Factor calculated in Step 1 above:
- E is the Market Value Adjustment Base.

The Market Value Adjustment Base is equal to the sum of all funds that may be withdrawn from Your Contract which are subject to Surrender Charges.

# MARKET VALUE ADJUSTMENT ENDORSEMENT (CONTINUED)

Step 3. Calculate the Market Value Adjustment Limit. The Market Value Adjustment Limit is the largest amount (positive or negative) of a Market Value Adjustment that will apply to a Withdrawal or Surrender Request. The Market Value Adjustment is symmetric; any Market Value Adjustment (positive or negative) will not exceed the lesser of (i) the Surrender Charge applicable on Surrender; and (ii) the greater of zero or the difference between the Surrender Value prior to application of Market Value Adjustment and the Minimum Guaranteed Surrender Value.

The Market Value Adjustment Limit is equal to (F / E) x (the lesser of G and H), where:

- E is the Market Value Adjustment Base as calculated in Step 2 above;
- **F** is the amount withdrawn which is subject to Surrender Charges;
- G is equal to the Surrender Charge MVA Limit; and
- H is the MGSV MVA Limit.

The Surrender Charge MVA Limit is equal to the Surrender Charge currently applicable if You Surrender Your Contract.

The MGSV MVA Limit is equal to the greater of (i) zero; or (ii) J – K, where:

- J is the current Surrender Value of Your Contract; and
- K is the current Minimum Guaranteed Surrender Value of Your Contract.

Step 4. Calculate the Market Value Adjustment. The Market Value Adjustment formula depends on whethe the Unlimited Market Value Adjustment calculated in Step 2 above is greater than, less than, or equal to zero.

If the Unlimited Market Value Adjustment is equal to zero, then the Market Value Adjustment is equal to zero.

If the Unlimited Market Value Adjustment is less than zero, then the Market Value Adjustment is equal to the greater of (i) L x (F / E) or (ii) M, where:

- L is equal to the Unlimited Market Value Adjustment;
- E is the Market Value Adjustment Base;
- F is the amount withdrawn which is subject to Surrender Charges; and
- M is equal to -1 x Market Value Adjustment Limit calculated in Step 3 above.

If the Unlimited Market Value Adjustment is greater than zero, then the Market Value Adjustment is equal to the lesser of (i) N x (F / E) or (ii) P, where:

- N is equal to the Unlimited Market Value Adjustment;
- E is the Market Value Adjustment Base;
- F is the amount withdrawn which is subject to Surrender Charges; and
- P is equal to the Market Value Adjustment Limit calculated in Step 3 above.

# **CONTRACT VALUES**

# DOES THE STATEMENT OF CONTRACT VALUES REFLECT THE MARKET VALUE ADJUSTMENT?

Yes; in addition to the items listed in Your base Contract, the statement will also include:

- an indication that the Surrender Value at the end of the current statement period is prior to application of the Market Value Adjustment; and
- the amount of the Market Value Adjustment as of the end of the current statement period.

# **GENERAL PROVISIONS**

# IS THIS ENDORSEMENT PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this endorsement is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS ENDORSEMENT?

No; there is no charge for this endorsement.

#### WHEN DOES THIS ENDORSEMENT TERMINATE?

The endorsement will terminate at the earlier of (i) when the Contract terminates or (ii) the date on which the MVA Period has elapsed.

Signed for the Company.

SAMPLE Fidelity & Guaranty Life Insurance Company

President

5Y ICC21-MVA (06-21)

# FIXED INTEREST CREDITING STRATEGY RIDER

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

# RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

This rider provides a fixed interest crediting strategy to the annuity Contract to which this rider is attached; the fixed interest crediting strategy offered under this rider shall be hereafter referred to as "strategy". The percentage of Account Value allocated to the strategy provided under this rider is subject to a declared fixed interest rate.

#### WHAT IS A STRATEGY?

Strategies determine the amount of interest, if any, that is credited to the Strategy Account Value.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THE STRATEGY AVAILABLE UNDER THIS RIDER?

This rider uses a Fixed Interest Rate to calculate the interest credit applied to the Strategy Account Value

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS RIDER'S STRATEGY?

The Specifications Page shows the Initial Annual Fixed Interest Rate, Initial Fixed Interest Rate Guarantee Period, Guaranteed Minimum Fixed Interest Rate, and Renewal Fixed Interest Rate Guarantee Period.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

The Initial Annual Fixed Interest Rate, Initial Fixed Interest Rate Guarantee Period, Guaranteed Minimum Fixed Interest Rate, and Renewal Fixed Interest Rate Guarantee Period are set on the rider effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

The Fixed Interest Rate is not guaranteed and may be changed at Our discretion. The right to change any nonguaranteed elements is subject to any guarantees with respect to the element. During the Initial Fixed Interest Rate Guarantee Period, the Fixed Interest Rate will equal the Initial Annual Fixed Interest Rate. Any Fixed Interest Rate applicable for a Contract Year will not be less than the Guaranteed Minimum Fixed Interest Rate shown on the Specifications Page.

WHEN CAN SPECIFICATIONS CHANGE?

After the Initial Fixed Interest Rate Guarantee Period has elapsed, We will declare a renewal Fixed Interest Rate prior to each Renewal Fixed Interest Rate Guarantee Period to be effective for that period. Any renewal Fixed Interest Rate will be guaranteed for the Renewal Fixed Interest Rate Guarantee Period only.

#### ALLOCATION / REALLOCATION

#### HOW IS PREMIUM ALLOCATED TO THE STRATEGIES?

Initial Premium will be allocated according to Your election to any strategies available under this rider, the base Contract to which this rider is attached, and/or any other riders or endorsements attached to Your Contract. The Strategy Premium allocated to the strategy available under this rider must be either zero or at least the Minimum Strategy Account Value. The Strategy Premium for each strategy is shown on the Specifications Page. Any Additional Premium payments are subject to the limitations in Your base Contract and allocated to the strategy identified on the Specifications Page.

# CAN ACCOUNT VALUE BE REALLOCATED AFTER THE EFFECTIVE DATE?

Yes; You may reallocate Account Value allocated to the strategy available under this rider to any other strategy or combination of strategies available within the Contract to which this rider is attached. Any reallocation will become effective on the next eligible Contract Anniversary, subject to the limitations below: You must notify Us of any reallocation prior to such date. All reallocations of any Account Value are subject to any changes, limitations, and/or suspensions that are in effect at the time of the reallocation.

# FIXED INTEREST CREDITING STRATEGY RIDER (CONTINUED)

Reallocations Out of Strategy. Funds may be reallocated out of the strategy available under this rider and into any other permitted strategies attached to Your Contract in amounts of at least the Minimum Transfer Amount on the next eligible Contract Anniversary after interest credits are credited. The Minimum Transfer Amount is shown on the Specifications Page. The Strategy Account Value remaining after any Transfer must either be zero or at least the Minimum Strategy Account Value shown on the Specifications Page.

Reallocations into Strategy. Funds may be reallocated into the Strategy Account Value for the strategy available under this rider on any Contract Anniversary after all eligible interest credits are applied under the Contract for that Contract Anniversary. Reallocations out of the originating strategy are subject to any limitations in the rider for that strategy. The Strategy Account Value after funds are reallocated into any strategy must be at least the Minimum Strategy Account Value shown on the Specifications Page.

# STRATEGY VALUES

#### WHAT IS THE STRATEGY PREMIUM?

This strategy has its own Strategy Premium. The Strategy Premium is shown on the Specifications Page and is the beginning value for Strategy Account Value on the rider effective date.

#### **HOW IS THE STRATEGY PREMIUM CALCULATED?**

The Strategy Premium is equal to **A x B**, where:

- A is the Premium; and
- **B** is the Initial Allocation Percentage for the strategy as of the rider effective date

#### WHAT IS THE STRATEGY ACCOUNT VALUE?

This strategy has its own Strategy Account Value. Fixed Interest Credits are applied to the Strategy Account Value. The Strategy Account Value is used to calculate Your Contract's Account Value.

#### HOW IS THE STRATEGY ACCOUNT VALUE CALCULATED?

On the rider effective date, the Strategy Account Value for the strategy equals the Strategy Premium.

After the rider effective date, the Strategy Account Value will decrease if any Withdrawals are taken from the strategy. The Strategy Account Value after the Withdrawal equals **C** – **D**, where:

- C is the Strategy Account Value immediately prior to the Withdrawal; and
- **D** is the amount of the Withdrawal allocated to the strategy, including any applicable Surrender Charge or Market Value Adjustment thereon.

Each day after the rider effective date, the Strategy Account Value will increase for any Fixed Interest Credits. The Strategy Account Value after interest is credited is equal to E + F, where:

- E is the Strategy Account Value immediately prior to any Fixed Interest Credits; and
- **F** is the Fixed Interest Credit for that day, calculated as described in the HOW IS THE DAILY FIXED INTEREST CREDIT CALCULATED provision of this rider.

At the end of the Contract Year, the Strategy Account Value is adjusted for any reallocations. The Strategy Account Value after reallocations is equal to **G** + **H** – **J**, where:

- **G** is the Strategy Account Value immediately prior to the reallocation, after any Fixed Interest Credits are applied for that day;
- H is the amount of any reallocations in to the strategy; and
- **J** is the amount of any reallocations out of the strategy.

#### **FIXED INTEREST CREDITS**

#### WHAT IS A FIXED INTEREST CREDIT?

A Fixed Interest Credit is the amount of interest credited over the course of a Contract Year to the Strategy Account Value at the declared Fixed Interest Rate.

### WHEN ARE FIXED INTEREST CREDITS APPLIED TO THE STRATEGY ACCOUNT VALUE?

Fixed interest is calculated and credited to the Strategy Account Value on a daily basis over the course of a Contract Year.

#### HOW IS THE DAILY FIXED INTEREST CREDIT CALCULATED?

During the Initial Fixed Interest Rate Guarantee Period, the Strategy Account Value for this option will be credited at the daily equivalent rate of the annual-effective Initial Annual Fixed Interest Rate. After the Initial Fixed Interest Rate Guarantee Period, any funds allocated to the Fixed Interest Option will be credited with interest at the daily equivalent rate of the currently declared, annual-effective Fixed Interest Rate.

# **GENERAL PROVISIONS**

IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

# IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

#### WHEN DOES THIS RIDER TERMINATE?

The rider will terminate when the Contract terminates.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt

# RETURN OF PREMIUM RIDER

This Rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This Rider will supersede any conflicting provisions of the Contract.

# RIDER SPECIFICATIONS TABLE

Return of Premium Basis	Premiums received less any Withdrawals including any applicable Surrender Charge and Market Value Adjustment thereon
	Rider Charges and Strategy Charges are not considered withdrawals for the purposes of this Rider.
	The Return of Premium Basis does not include Bonus, if applicable.
Return of Premium Date	Date the Surrender Charge Schedule has elapsed

# RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The Rider Effective Date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

Under Your base Contract, a Surrender Value is provided upon Surrender. The Return of Premium Amount provided by this Rider is the amount You will receive upon Surrender of Your Contract, if greater than Your base Contract Surrender Value. The Return of Premium Amount is in lieu of, and not in addition to, Your base Contract Surrender Value.

# RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS RIDER?

This Rider uses a Return of Premium Basis to calculate the Return of Premium Amount.

# WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS RIDER?

All specifications applicable under this Rider are shown in the Rider Specifications Table.

# WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this Rider are guaranteed. These specifications are set on the Rider Effective Date and will not change.

# **RETURN OF PREMIUM AMOUNT**

# WHAT IS THE RETURN OF PREMIUM AMOUNT?

The Return of Premium Amount allows recovery of Your Premium paid, less withdrawals, upon Surrender of Your Contract.

#### HOW IS THE RETURN OF PREMIUM AMOUNT CALCULATED?

For any Contract Year until the Return of Premium Date, shown in the Rider Specifications Table, the Return of Premium Amount is equal to the greater of A and B, where:

- A is the base Contract Surrender Value: and
- **B** is the Return of Premium Basis. The Return of Premium Basis is shown in the Rider Specifications Table.

# **GENERAL PROVISIONS**

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this Rider.

#### WHEN DOES THIS RIDER TERMINATE?

This Rider will terminate at the earliest of the following events:

- when the Contract terminates;
- annuitization;
- the date of any transfer of ownership or assignment of the Contract or any benefits under the Contract or this Rider, unless:
  - The new Owner is required under applicable law to hole the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the original Owner is a Non-Natural person, the Annuitant; or
  - The assignee is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the original Owner is a Non-Natural person, the Annuitant; or
  - The assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Code;
- Receipt of due proof of death of the first Owner to die (or death of the Annuitant or Joint Annuitant, if a Non-Natural person is the Owner)
  except as provided under Spousal Continuation; or
- Return of Premium Date as shown in the Rider Specifications Table.

Signed for the Company.

# Fidelity & Guaranty Life Insurance Company

Chris Blunt

# MINIMUM INTEREST CREDIT RIDER

This Rider provides a guaranteed minimum accumulation benefit. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or owner meets the qualifications specified in the WHEN DOES THIS RIDER TERMINATE provision.

This Rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This Rider will supersede any conflicting provisions of the Contract.

# RIDER SPECIFICATIONS TABLE

Minimum Interest Credit Factor	114.00%
Minimum Interest Credit Period	5 Contract Years
Minimum Interest Credit Rider Charge Rate	0.40%
Minimum Interest Credit Rider Charge Basis	Current Account Value
Minimum Interest Credit Rider Charge Frequency	Monthly
Minimum Interest Credit Rider Modal Factor	12.00
Withdrawal Definition	For purposes of this Rider, the term Withdrawal does not include:
	Surrender Charges;
	Market Value Adjustment;
	Rider Charges.

#### RIDER OVERVIEW

# WHEN IS THIS RIDER EFFECTIVE?

The Rider Effective Date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

The Minimum Interest Credit provided by this Rider is a one-time credit to Your Account Value at the end of the Minimum Interest Credit Period if the Minimum Interest Credit Value is greater than Your Account Value.

#### RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS RIDER?

This Rider uses a Minimum Interest Credit Factor and Minimum Interest Credit Period to calculate the Minimum Interest Credit.

The following specifications are used to calculate the Rider Charge.

- The Minimum Interest Credit Rider Charge Rate is the percentage applied to the Minimum Interest Credit Rider Charge Basis to determine the Rider Charge.
- The Minimum Interest Credit Rider Charge Basis is the amount on which the Rider Charge is based.
- The Minimum Interest Credit Rider Charge Frequency defines how frequently the Rider Charge is calculated and deducted from the Account Value
- The Minimum Interest Credit Rider Charge Modal Factor is used to account for Minimum Interest Rider Charge Frequency in the Rider Charge calculation.

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS RIDER?

All specifications applicable under this Rider are shown in the Rider Specifications Table.

# WHICH SPECIFICATIONS ARE GUARANTEED?

All specifications under this Rider are guaranteed. These specifications are set on the Rider Effective Date and will not change.

# MINIMUM INTEREST CREDIT RIDER (CONTINUED)

# RIDER CHARGE

#### IS THERE A CHARGE FOR THIS RIDER?

Yes; there is a Rider Charge applicable under this Rider while this Rider is in effect. The Rider Charge is allocated to and deducted proportionally from all Strategy Account Values containing funds according to the Minimum Interest Charge Rider Charge Frequency shown in the Rider Specifications Table. The Rider Charge is calculated at the time of deduction and is equal to **A x B / C**, where:

- A is the Minimum Interest Credit Rider Charge Rate;
- B is the value of the Minimum Interest Credit Rider Charge Basis; and
- C is the Minimum Interest Credit Rider Modal Factor shown in the Specifications Table.

If this Rider terminates, Rider Charges will cease.

#### MINIMUM INTEREST CREDIT

#### WHAT IS THE MINIMUM INTEREST CREDIT?

The Minimum Interest Credit is added to the Account Value if the Minimum Interest Credit Value is greater than the Account Value at the end of the Minimum Interest Credit Period; if Your Account Value is greater than the Minimum Interest Credit Value, the Minimum Interest Credit is equal to zero.

# HOW IS THE MINIMUM INTEREST CREDIT VALUE CALCULATED?

The Minimum Interest Credit Value is not available for withdrawal, Surrender, Death Benefit, or annuitization. On the Rider Effective Date, the Minimum Interest Credit Value is equal to **A x B**, where:

- A is the Initial Premium: and
- B is the Minimum Interest Credit Factor.

After the Rider Effective Date, the Minimum Interest Credit Value is increased for any additional Premium received. The amount added to the Minimum Interest Credit Value is equal to **C x B**, where:

- C is the Additional Premium: and
- B is the Minimum Interest Credit Factor.

Additional Premium payments are subject to the limitations contained in Your Contract.

After the Rider Effective Date, the Minimum Interest Credit Value is reduced for any Withdrawals taken. The Minimum Interest Credit Value after a Withdrawal is equal to **D x E**, where:

- D is the Minimum Interest Credit Value immediately prior to the Withdrawal; and
- **E** is the Proportional Withdrawal Factor.

For purposes of the Minimum Interest Credit Value calculation, Withdrawals are as defined in the Rider Specifications Table.

#### HOW IS THE PROPORTIONAL WITHDRAWAL FACTOR CALCULATED?

The Proportional Withdrawal Factor is equal to **F** / **G**, where:

- F is the Account Value immediately after the Withdrawal is processed; and
- **G** is the Account Value immediately before the Withdrawal is processed.

Application of the Proportional Withdrawal Factor may result in a value reduction greater than the dollar amount of the Withdrawal. For purposes of the Proportional Withdrawal Factor calculation, Withdrawals are as defined in the Rider Specifications Table.

# HOW IS THE MINIMUM INTEREST CREDIT CALCULATED?

At the end of the Minimum Interest Credit Period, the Minimum Interest Credit is equal to the greater of zero and H - J, where:

- H is the Minimum Interest Credit Value; and
- J is the Account Value on that day after all transactions are recorded for that day.

The Minimum Interest Credit will be applied proportionally to the Strategy Account Values which contain funds and whose Crediting Date(s) coincide with the end of the Minimum Interest Credit Period.

# **GENERAL PROVISIONS**

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### DOES THE STATEMENT OF CONTRACT VALUES REFLECT THE MINIMUM INTEREST CREDIT RIDER?

Yes; in addition to the items listed in Your base Contract, the statement will also include the Minimum Interest Credit Value.

#### WHEN DOES THIS RIDER TERMINATE?

The Rider will terminate at the earliest of the following events:

- when the Contract terminates:
- when the Account Value is equal to zero;
- the date You request this Rider be terminated;
- annuitization:
- the date of any transfer of ownership or assignment of the Contract or any benefits under the Contract or this Rider, unless:
  - o The new Owner is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the original Owner is a Non-Natural person, the Annuitant; or
  - The assignee is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the original Owner is a Non-Natural person, the Annuitant; or
  - The assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Code; or
- Receipt of due proof of death of the first Owner to die (or death of the Annuitant or Joint Annuitant, if a Non-Natural person is the Owner) except as provided under Spousal Continuation;
- when the Minimum Interest Credit has been applied.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

ANY INDEXED INTEREST CREDITS ARE CREDITED ON THE CREDITING DATE AT THE END OF THE CREDITING PERIOD AS DETERMINED BY FORMULAS BASED ON POINT-TO-POINT VALUES OF THE INDEX (WHICH EXCLUDES DIVIDENDS UNLESS SPECIFIED OTHERWISE). THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

# RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

This rider provides one or more Performance Trigger indexed interest crediting strategies to the annuity Contract to which this rider is attached; the Performance Trigger indexed interest crediting strategies offered under this rider shall be hereafter referred to as "strategy" or "strategies". The percentage of Account Value allocated to any strategies provided under this rider is subject to an indexed interest crediting formula that uses changes in an Index as part of the calculation.

#### WHAT IS A STRATEGY?

Strategies determine the amount of interest, if any, that is credited to the Strategy Account Value.

#### WHERE CAN THE LIST OF AVAILABLE STRATEGIES BE FOUND?

Strategies available on the rider effective date are shown on the Specifications Page. Additional strategies may be made available under this rider after the rider effective date. After the rider effective date, the available strategies will be provided to You at Your last known address prior to the start of each Contract Year.

#### WHEN ARE THE STRATEGIES EFFECTIVE?

Each strategy has its own effective date. For strategies available on the rider effective date, the strategy's effective date is the rider effective date. For strategies made available after the rider effective date, each strategy's effective date is the Contract Anniversary following Your notification of the availability of the strategy.

# RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS RIDER?

This rider uses a Performance Interest Rate to calculate the Indexed Interest Credit applied to each Strategy Account Value under this rider.

The Performance Interest Rate is the rate potentially applied to calculate any indexed interest credits.

The rider uses a Partial Indexed Interest Credit Factor to calculate the Partial Indexed Interest Credit applicable on death.

### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS RIDER?

For strategies available on the rider effective date, the Specifications Page will show the Index, Crediting Period, Initial Allocation Percentage, Initial Performance Interest Rate, Minimum Performance Interest Rate, and Partial Indexed Interest Credit Factor as applicable for each strategy.

For strategies made available after the rider effective date, the following specifications (as applicable) will be provided to You at Your last known address: Index, Crediting Period, declared Performance Interest Rate, Minimum Performance Interest Rate, and Partial Indexed Interest Credit Factor.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

The Minimum Performance Interest Rate and Partial Indexed Interest Credit Factor are set on the strategy effective date and will not change.

# WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

The following specifications are not guaranteed and may be changed at Our discretion, if applicable: Performance Interest Rate. The right to change any of these elements is subject to any guarantees with respect to the element.

The declared Performance Interest Rate for any strategy will not be less than the Minimum Performance Interest Rate for that strategy.

#### WHEN CAN SPECIFICATIONS CHANGE?

The Performance Interest Rate is declared by the Company prior to each Crediting Period as applicable for each strategy and are guaranteed for that Crediting Period.

#### RIDER DEFINITIONS

#### **BUSINESS DAY**

Business Day means any day of the week except for Saturday, Sunday, and United States Federal Holidays.

#### **INDEX**

Index refers to any approved series of external values used to calculate the Indexed Interest Credit. Index may include, but is not limited to, a stock market index, exchange-traded fund, commodity, or other security.

The applicable index is shown on the Specifications Page and may vary by strategy. The index for each strategy is set on the strategy effective date and will not change, except as provided by the WHAT IF AN INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED provision of this rider.

#### WHAT IF AN INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED?

If publication of the index is discontinued, or if We are unable to utilize it, or if the calculation is substantially changed, We will substitute a suitable alternative index subject to approval by the Interstate Insurance Product Regulation Commission and notify You and any assignee at the last known address before using the substitute index.

# **INDEX VALUE**

Index Value on any specified date is the closing value or price (as applicable) of the index on that specified date. The definition of Index Value for each Index is shown on the Specifications Page. Index Values are used to calculate the Indexed Interest Credit, if any. If no Index Value is published on that date, We will use the Index Value on the next Business Day for which the Index Value is published.

#### **PERFORMANCE TRIGGER**

Performance Trigger is the methodology used to determine if an Indexed Interest Credit applies. Under this methodology, if the Index Change for the Crediting Period is positive using the Point-to-Point calculation (i.e. the Index "performs"), then an Indexed Interest Credit is applied to the Strategy Account Value (i.e. "triggered").

#### POINT-TO-POINT

Point-to-Point is the methodology used to calculate the Index Change. Under this methodology, an Index Value is captured on each Crediting Date and compared to the Index Value from the prior Crediting Date to determine the Index Change.

#### ALLOCATION / REALLOCATION

#### HOW IS PREMIUM ALLOCATED TO THE STRATEGIES?

Initial Premium will be allocated according to Your election to any strategies available under the base Contract to which this rider is attached, any other riders or endorsements attached to Your Contract, and/or any strategies available under this rider. The Strategy Premium allocated to any strategy available under this rider must be either zero or at least the Minimum Strategy Account Value. The Strategy Premium for each strategy is shown on the Specifications Page. Any Additional Premium payments are subject to the limitations in Your base Contract and allocated to the strategy identified on the Specifications Page.

#### CAN ACCOUNT VALUE BE REALLOCATED AFTER THE EFFECTIVE DATE?

Yes; You may reallocate Account Value allocated to the strategies available under this rider to any other strategy or combination of strategies available within the Contract to which this rider is attached. Any reallocation will become effective on the next eligible Contract Anniversary, subject to the limitations below; You must notify Us of any reallocation prior to such date. All reallocations of any Account Value are subject to any changes, limitations, and/or suspensions that are in effect at the time of the reallocation.

Reallocations Out of Strategy. Funds may be reallocated out of a strategy available under this rider and into any other permitted strategies attached to Your Contract in amounts of at least the Minimum Transfer Amount on any of the originating strategy's Crediting Dates after interest credits are applied. The Minimum Transfer Amount is shown on the Specifications Page. The Strategy Account Value remaining after any transfer must either be zero or at least the Minimum Strategy Account Value shown on the Specifications Page.

Reallocations into Strategy. Funds may be reallocated into a strategy available under this rider on any Contract Anniversary after all eligible interest credits are applied under the Contract for that Contract Anniversary. Reallocations out of the originating strategy are subject to any limitations in the rider for that strategy. The Strategy Account Value after funds are reallocated into any strategy must be at least the Minimum Strategy Account Value shown on the Specifications Page.

#### CAN A STRATEGY BE CHANGED OR DISCONTINUED?

Yes; We may change, limit, suspend, or discontinue any further allocations or reallocations to any strategy available under this rider at any time. You will be notified at Your last known address at least 45 days prior to such action.

If such notification is made, You may request that We reallocate any affected Strategy Account Value according to Your election across the remaining available interest crediting strategies. If no election is made, We will reallocate affected Strategy Account Value proportionally to the remaining Strategy Account Values which contain funds. If all remaining strategies have a Strategy Account Value equal to zero, then the affected Strategy Account Value will be reallocated to the strategy provided under the Fix d Interest Crediting Strategy Rider.

If applicable, You will be notified at Your last known address if the strategy is again available for allocation or reallocation at a later date.

#### STRATEGY VALUES

#### WHAT IS THE STRATEGY PREMIUM?

Each strategy has its own Strategy Premium. The Strategy Premium is shown on the Specifications Page for each strategy and is the beginning value for Strategy Account Value on the rider effective date.

# **HOW IS THE STRATEGY PREMIUM CALCULATED?**

The Strategy Premium is equal to **A x B**, where:

- A is the Initial Premium; and
- B is the Initial Allocation Percentage for that strategy as of the rider effective date.

# WHAT IS THE STRATEGY ACCOUNT VALUE?

Each strategy has its own Strategy Account Value. Indexed Interest Credits for a strategy are applied to its Strategy Account Value on each Crediting Date. The Strategy Account Value is used to calculate Your Contract's Account Value.

#### HOW IS THE STRATEGY ACCOUNT VALUE CALCULATED?

On the rider effective date, the Strategy Account Value for a strategy equals the Strategy Premium.

After the rider effective date, the Strategy Account Value will decrease if any Withdrawals are taken from the strategy. The Strategy Account Value after the Withdrawal is equal to **C** – **D**, where:

- C is the Strategy Account Value immediately prior to the Withdrawal; and
- **D** is the amount of the Withdrawal allocated to the strategy, including any applicable Surrender Charge or Market Value Adjustment thereon.

On each Contract Anniversary, the Strategy Account Value will change if funds are reallocated into the strategy. The Strategy Account Value after the reallocation is equal to the amount deducted from the Strategy Account Value for the originating strategy which is allocated to the recipient strategy available under this rider. If funds are transferred in to a strategy available under this rider, a new Crediting Period will begin for those funds on the Contract Anniversary the reallocation occurs.

At the end of a strategy's Crediting Period on the Crediting Date, Indexed Interest Credits, if any, are applied to the Strategy Account Value, and the Strategy Account Value is adjusted for any reallocations out of the Strategy Account Value. The Strategy Account Value after Indexed Interest Credits and reallocations out is equal to **E + F - G**, where:

- E is the Strategy Account Value as of the previous day, after all transactions have been recorded for that day; and
- **F** is the Indexed Interest Credit for the strategy on that Crediting Date.
- **G** is the amount of any reallocations out of the strategy.

For any strategies added after the rider effective date, the Strategy Account Value on the Contract Anniversary the strategy becomes effective is the amount reallocated in to the strategy on that date.

#### INDEXED INTEREST CREDITS

#### WHAT IS AN INDEXED INTEREST CREDIT?

An Indexed Interest Credit is the amount of index-linked interest credited to a Strategy Account Value on the Crediting Date.

#### WHEN ARE INDEXED INTEREST CREDITS APPLIED TO THE STRATEGY ACCOUNT VALUE?

An Indexed Interest Credit may be applied at the end of the Crediting Period of the respective strategy on the Crediting Date. Crediting Date is the date on which Indexed Interest Credits are added to the Strategy Account Value for a strategy. Crediting Dates coincide with Contract Anniversaries.

Crediting Period is the period over which performance of the Index is assessed to determine any potential Indexed Interest Credit on the Crediting Date. Crediting Periods are measured in terms of Contract Years and may vary by strategy. A Crediting Period begins and ends on a Contract Anniversary.

A Partial Indexed Interest Credit is also calculated and credited to the Strategy Account Value upon payment of the Death Benefit due to Your death, as described in the HOW IS THE PARTIAL INDEXED INTEREST CREDIT CALCULATED provision below. If You die before the Maturity Date and the Death Benefit is not paid to the Beneficiary, then no Partial Indexed Interest Credit will apply; Indexed Interest Credits will continue on Crediting Dates as scheduled. We may decide to change, limit, or suspend the Partial Indexed Interest Credit. We will notify You at least 45 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in Our notice. We will notify You once the Partial Indexed Interest Credit is no longer limited or suspended, if applicable.

#### **HOW ARE INDEXED INTEREST CREDITS CALCULATED?**

Step 1. Calculate the Index Change. The Index Change is calculated for each strategy under this rider on its Crediting Date. The Index Change for a strategy on its Crediting Date is equal to (A / B) – 1, where:

- A is the Index Value for the applicable Index as of the end of the Crediting Period (on the current Crediting Date); and
- B is the Index Value for the applicable Index as of the beginning of the Crediting Period (on the previous Crediting Date).

Step 2. Calculate the Adjusted Index Change. The Adjusted Index Change applies strategy rates to the Index Change in the calculation of Indexed Interest Credits. The Adjusted Index Change is calculated for each st ategy on its Crediting Date and is equal to:

- the Performance Interest Rate if the Index Change is greater than zero; and
- zero otherwise.

Step 3. Calculate the Indexed Interest Credit. Indexed Interest Credits are calculated for each strategy on its Crediting Date and applied to the Strategy Account Value. The Indexed Interest Credit for a strategy on its Crediting Date equals **A x B**, where:

- A is the Strategy Account Value; and
- **B** is the Adjusted Index Change for the strategy on its Crediting Date as calculated in Step 2.

The Indexed Interest Credit will never be less than zero for any strategy. The Indexed Interest Credit equals zero for a strategy on any date that is not its Crediting Date.

# HOW IS THE PARTIAL INDEXED INTEREST CREDIT CALCULATED?

The Partial Indexed Interest Credit will be calculated using the same formula as an Indexed Interest Credit (as described in the HOW ARE INDEXED INTEREST CREDITS CALCULATED provision), except (i) the date of Your death will be used as the end of the current Crediting Period (i.e. Crediting Date) and (ii) the Partial Indexed Interest Credit Factor is applied to the resulting amount to calculate the Partial Indexed Interest Credit. If transactions have occurred on Your Contract since the date of death which affect the Strategy Account Value, then the Strategy Account Value may be adjusted to account for the transactions when calculating the Partial Indexed Interest Credit. After application of the Partial Indexed Interest Credit, all Indexed Interest Credits will cease and Your Contract will be credited from the date of death to the date of payment at the currently declared Fixed Interest Rate applicable under the Fixed Interest Crediting Strategy Rider.

#### IS THERE ANY CASE WHEN INDEXED INTEREST CREDITS DO NOT APPLY?

Indexed Interest Credits do not apply:

- On any date that is not the strategy's Crediting Date;
- To any amount of a strategy's Strategy Account Value withdrawn between Crediting Dates;
- To any amount of a strategy's Strategy Account Value deducted to pay any applicable charges;
- If the Contract is Surrendered between Crediting Dates.

### **GENERAL PROVISIONS**

# WILL INDEXED INTEREST CREDITS BE APPLIED IF THE MATURITY DATE OCCURS BETWEEN CREDITING DATES?

No; if the Maturity Date occurs between Crediting Dates, the annuity payment will not include any Indexed Interest Credits for the current Crediting Period.

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

# WHEN DOES THIS RIDER TERMINATE?

This rider will terminate at the earliest of the following events:

- The date the Contract to which this rider is attached terminates; or
- The termination date stated in the written notice mailed to Your last known address.

Written notice of termination will be mailed to You at least 45 days prior to the termination date. In no event will We terminate the rider prior to the end of any Crediting Period that is in effect when We give notice. If We terminate the rider, You may request that We reallocate any affected Strategy Account Value according to Your election across the remaining available interest crediting strategies. If no election is made, We will reallocate affected Strategy Account Value proportionally to the remaining Strategy Account Values which contain funds. If all remaining strategies have a Strategy Account Value equal to zero, then the affected Strategy Account Value will be reallocated to the strategy provided under the Fixed Interest Crediting Strategy Rider.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt

This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following provisions are added to the Contract. This rider will supersede any conflicting provisions of the Contract.

ANY INDEXED INTEREST CREDITS ARE CREDITED ON THE CREDITING DATE AT THE END OF THE CREDITING PERIOD AS DETERMINED BY FORMULAS BASED ON POINT-TO-POINT VALUES OF THE INDEX (WHICH EXCLUDES DIVIDENDS UNLESS SPECIFIED OTHERWISE). THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

# RIDER OVERVIEW

#### WHEN IS THIS RIDER EFFECTIVE?

The rider effective date is the Issue Date.

#### WHAT BENEFIT DOES THIS RIDER PROVIDE?

This rider provides one or more Point-to-Point indexed interest crediting strategies to the annuity Contract to which this rider is attached; the Point-to-Point indexed interest crediting strategies offered under this rider shall be hereafter referred to as "strategy" or "strategies". The percentage of Account Value allocated to any strategies provided under this rider is subject to an indexed interest crediting formula that uses changes in an Index as part of the calculation.

#### WHAT IS A STRATEGY?

Strategies determine the amount of interest, if any, that is credited to the Strategy Account Value.

# WHERE CAN THE LIST OF AVAILABLE STRATEGIES BE FOUND?

Strategies available on the rider effective date are shown on the Specifications Page. Additional strategies may be made available under this rider after the rider effective date. After the rider effective date, the available strategies will be provided to You at Your last known address prior to the start of each Contract Year.

#### WHEN ARE THE STRATEGIES EFFECTIVE?

Each strategy has its own effective date. For strategies available on the rider effective date, the strategy's effective date is the rider effective date. For strategies made available after the rider effective date, each strategy's effective date is the Contract Anniversary following Your notification of the availability of the strategy.

# RIDER SPECIFICATIONS

#### WHAT SPECIFICATIONS APPLY TO THIS RIDER?

This rider may use a Cap Rate, Participation Rate, and Spread Rate to calculate the Indexed Interest Credit applied to each Strategy Account Value under this rider. Specifications may vary by strategy and all specifications may not apply for all strategies.

- The Cap Rate is the maximum percentage increase applied to the Index Change to calculate any indexed interest credits.
- The Participation Rate determines the percentage of any Index Change used to calculate any indexed interest credits.
- The Spread Rate is the rate subtracted from the Index Change to calculate any indexed interest credits.

The rider uses a Partial Indexed Interest Credit Factor to calculate the Partial Indexed Interest Credit applicable on death.

#### WHERE ARE THE SPECIFICATIONS LOCATED FOR THIS RIDER?

For strategies available on the rider effective date, the Specifications Page will show the Index, Crediting Period, Initial Allocation Percentage, Initial Cap Rate, Initial Participation Rate, Initial Spread Rate, Minimum Cap Rate, Minimum Participation Rate, Maximum Spread Rate, and Partial Indexed Interest Credit Factor as applicable for each strategy. If a specification is not applicable for a strategy available on the rider effective date, this is identified on the Specifications Page.

For strategies made available after the rider effective date, the following specifications (as applicable) will be provided to You at Your last known address: Index, Crediting Period, declared Cap Rate, declared Participation Rate, declared Spread Rate, Minimum Cap Rate, Minimum Participation Rate, Maximum Spread Rate, and Partial Indexed Interest Credit Factor. If a specification is not applicable for a strategy made available after the rider effective date, this is identified in the communication provided to You at Your last known address.

#### WHICH SPECIFICATIONS ARE GUARANTEED?

The Minimum Cap Rate, Minimum Participation Rate, Maximum Spread Rate, and Partial Indexed Interest Credit Factor are set on the strategy effective date and will not change.

#### WHICH SPECIFICATIONS ARE NOT GUARANTEED AND ARE SUBJECT TO CHANGE?

The following specifications are not guaranteed and may be changed at Our discretion, if applicable: Cap Rate, Participation Rate, and Spread Rate. The right to change any of these elements is subject to any guarantees with respect to the element.

If a Cap Rate applies, the declared Cap Rate for any strategy will not be less than the Minimum Cap Rate for that strategy. If a Participation Rate applies, the declared Participation Rate for any strategy will not be less than the Minimum Participation Rate for that strategy. If a Spread Rate applies, the declared Spread Rate for any strategy will not be greater than the Maximum Spread Rate for that strategy.

#### WHEN CAN SPECIFICATIONS CHANGE?

The Cap Rate, Participation Rate, and Spread Rate are declared by the Company prior to each Crediting Period as applicable for each strategy and are guaranteed for that Crediting Period.

#### RIDER DEFINITIONS

#### **BUSINESS DAY**

Business Day means any day of the week except for Saturday, Sunday, and United States Federal Holidays.

#### **INDEX**

Index refers to any approved series of external values used to calculate the Indexed Interest Credit. Index may include, but is not limited to, a stock market index, exchange-traded fund, commodity, or other security.

The applicable index is shown on the Specifications Page and may vary by strategy. The index for each strategy is set on the strategy effective date and will not change, except as provided by the WHAT IF AN INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED provision of this rider.

# WHAT IF AN INDEX IS DISCONTINUED OR SUBSTANTIALLY CHANGED?

If publication of the index is discontinued, or if We are unable to utilize it, or if the calculation is substantially changed, We will substitute a suitable alternative index subject to approval by the Interstate Insurance Product Regulation Commission and notify You and any assignee at the last known address before using the substitute index.

#### **INDEX VALUE**

Index Value on any specified date is the closing value or price (as applicable) of the index on that specified date. The definition of Index Value for each Index is shown on the Specifications Page. Index Values are used to calculate the Indexed Interest Credit, if any. If no Index Value is published on that date, We will use the Index Value on the next Business Day for which the Index Value is published.

#### POINT-TO-POINT

Point-to-Point is the methodology used to calculate the Index Change. Under this methodology, an Index Value is captured on each Crediting Date and compared to the Index Value from the prior Crediting Date to determine the Index Change.

### ALLOCATION / REALLOCATION

#### HOW IS PREMIUM ALLOCATED TO THE STRATEGIES?

Initial Premium will be allocated according to Your election to any strategies available under the base Contract to which this rider is attached, any other riders or endorsements attached to Your Contract, and/or any strategies available under this rider. The Strategy Premium allocated to any strategy available under this rider must be either zero or at least the Minimum Strategy Account Value. The Strategy Premium for each strategy is shown on the Specifications Page. Any Additional Premium payments are subject to the limitations in Your base Contract and allocated to the strategy identified on the Specifications Page.

#### CAN ACCOUNT VALUE BE REALLOCATED AFTER THE EFFECTIVE DATE?

Yes; You may reallocate Account Value allocated to the strategies available under this rider to any other strategy or combination of strategies available within the Contract to which this rider is attached. Any reallocation will become effective on the next eligible Contract Anniversary, subject to the limitations below; You must notify Us of any reallocation prior to such date. All reallocations of any Account Value are subject to any changes, limitations, and/or suspensions that are in effect at the time of the reallocation.

Reallocations Out of Strategy. Funds may be reallocated out of a strategy available under this rider and into any other permitted strategies attached to Your Contract in amounts of at least the Minimum Transfer Amount on any of the originating strategy's Crediting Dates after interest credits are applied. The Minimum Transfer Amount is shown on the Specifications Page. The Strategy Account Value remaining after any transfer must either be zero or at least the Minimum Strategy Account Value shown on the Specifications Page.

Reallocations into Strategy. Funds may be reallocated into a strategy available under this rider on any Contract Anniversary after all eligible interest credits are applied under the Contract for that Contract Anniversary. Reallocations out of the originating strategy are subject to any limitations in the rider for that strategy. The Strategy Account Value after funds are reallocated into any strategy must be at least the Minimum Strategy Account Value shown on the Specifications Page.

#### CAN A STRATEGY BE CHANGED OR DISCONTINUED?

Yes; We may change, limit, suspend, or discontinue any further allocations or reallocations to any strategy available under this rider at any time. You will be notified at Your last known address at least 45 days prior to such action.

If such notification is made, You may request that We reallocate any affected Strategy Account Value according to Your election across the remaining available interest crediting strategies. If no election is made, We will reallocate affected Strategy Account Value proportionally to the remaining Strategy Account Value equal to zero, then the affected Strategy Account Value will be reallocated to the strategy provided under the Fix d Interest Crediting Strategy Rider.

If applicable, You will be notified at Your last known address if the strategy is again available for allocation or reallocation at a later date.

#### STRATEGY VALUES

#### WHAT IS THE STRATEGY PREMIUM?

Each strategy has its own Strategy Premium. The Strategy Premium is shown on the Specifications Page for each strategy and is the beginning value for Strategy Account Value on the rider effective date.

# **HOW IS THE STRATEGY PREMIUM CALCULATED?**

The Strategy Premium is equal to **A x B**, where:

- A is the Initial Premium; and
- B is the Initial Allocation Percentage for that strategy as of the rider effective date.

#### WHAT IS THE STRATEGY ACCOUNT VALUE?

Each strategy has its own Strategy Account Value. Indexed Interest Credits for a strategy are applied to its Strategy Account Value on each Crediting Date. The Strategy Account Value is used to calculate Your Contract's Account Value.

#### HOW IS THE STRATEGY ACCOUNT VALUE CALCULATED?

On the rider effective date, the Strategy Account Value for a strategy equals the Strategy Premium.

After the rider effective date, the Strategy Account Value will decrease if any Withdrawals are taken from the strategy. The Strategy Account Value after the Withdrawal is equal to **C** – **D**, where:

- C is the Strategy Account Value immediately prior to the Withdrawal; and
- **D** is the amount of the Withdrawal allocated to the strategy, including any applicable Surrender Charge or Market Value Adjustment thereon.

On each Contract Anniversary, the Strategy Account Value will change if funds are reallocated into the strategy. The Strategy Account Value after the reallocation is equal to the amount deducted from the Strategy Account Value for the originating strategy which is allocated to the recipient strategy available under this rider. If funds are transferred in to a strategy available under this rider, a new Crediting Period will begin for those funds on the Contract Anniversary the reallocation occurs.

At the end of a strategy's Crediting Period on the Crediting Date, Indexed Interest Credits, if any, are applied to the Strategy Account Value, and the Strategy Account Value is adjusted for any reallocations out of the Strategy Account Value. The Strategy Account Value after Indexed Interest Credits and reallocations out is equal to **E + F - G**, where:

- E is the Strategy Account Value as of the previous day, after all transactions have been recorded for that day; and
- **F** is the Indexed Interest Credit for the strategy on that Crediting Date.
- **G** is the amount of any reallocations out of the strategy.

For any strategies added after the rider effective date, the Strategy Account Value on the Contract Anniversary the strategy becomes effective is the amount reallocated in to the strategy on that date.

#### INDEXED INTEREST CREDITS

#### WHAT IS AN INDEXED INTEREST CREDIT?

An Indexed Interest Credit is the amount of index-linked interest credited to a Strategy Account Value on the Crediting Date.

#### WHEN ARE INDEXED INTEREST CREDITS APPLIED TO THE STRATEGY ACCOUNT VALUE?

An Indexed Interest Credit may be applied at the end of the Crediting Period of the respective strategy on the Crediting Date. Crediting Date is the date on which Indexed Interest Credits are added to the Strategy Account Value for a strategy. Crediting Dates coincide with Contract Anniversaries.

Crediting Period is the period over which performance of the Index is assessed to determine any potential Indexed Interest Credit on the Crediting Date. Crediting Periods are measured in terms of Contract Years and may vary by strategy. A Crediting Period begins and ends on a Contract Anniversary.

A Partial Indexed Interest Credit is also calculated and credited to the Strategy Account Value upon payment of the Death Benefit due to Your death, as described in the HOW IS THE PARTIAL INDEXED INTEREST CREDIT CALCULATED provision below. If You die before the Maturity Date and the Death Benefit is not paid to the Beneficiary, then no Partial Indexed Interest Credit will apply; Indexed Interest Credits will continue on Crediting Dates as scheduled. We may decide to change, limit, or suspend the Partial Indexed Interest Credit. We will notify You at least 45 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in Our notice. We will notify You once the Partial Indexed Interest Credit is no longer limited or suspended, if applicable.

#### HOW ARE INDEXED INTEREST CREDITS CALCULATED?

Step 1. Calculate the Index Change. The Index Change is calculated for each strategy under this rider on its Crediting Date. The Index Change for a strategy on its Crediting Date is equal to (A / B) – 1, where:

- A is the Index Value for the applicable Index as of the end of the Crediting Period (on the current Crediting Date); and
- B is the Index Value for the applicable Index as of the beginning of the Crediting Period (on the previous Crediting Date).

Step 2. Calculate the Adjusted Index Change. The Adjusted Index Change applies strategy rates to the Index Change in the calculation of Indexed Interest Credits. The Adjusted Index Change is calculated for each st ategy on its Crediting Date and is equal to the **lesser of A and B**, where:

- A is the declared Cap Rate for the strategy for the current Crediting Period, if applicable; and
- B is equal to (C D) x E, where:
  - C is the Index Change for the strategy for the current Crediting Period as calculated in Step 1;
  - **D** is the declared Spread Rate for the strategy for the current Crediting Period; and
  - E is the declared Participation Rate for the strategy for the current Crediting Period.

If a Cap Rate is not applicable for a strategy, then the Adjusted Index Change is equal to B as defined immediately above.

Step 3. Calculate the Indexed Interest Credit. Indexed Interest Credits are calculated for each strategy on its Crediting Date and applied to the Strategy Account Value. The Indexed Interest Credit for a strategy on its Crediting Date equals **A x B**, where:

- A is the Strategy Account Value; and
- **B** is the Adjusted Index Change for the strategy on its Crediting Date as calculated in Step 2.

The Indexed Interest Credit will never be less than zero for any strategy. The Indexed Interest Credit equals zero for a strategy on any date that is not its Crediting Date.

#### HOW IS THE PARTIAL INDEXED INTEREST CREDIT CALCULATED?

The Partial Indexed Interest Credit will be calculated using the same formula as an Indexed Interest Credit (as described in the HOW ARE INDEXED INTEREST CREDITS CALCULATED provision), except (i) the date of Your death will be used as the end of the current Crediting Period (i.e. Crediting Date) and (ii) the Partial Indexed Interest Credit Factor is applied to the resulting amount to calculate the Partial Indexed Interest Credit. If transactions have occurred on Your Contract since the date of death which affect the Strategy Account Value, then the Strategy Account Value may be adjusted to account for the transactions when calculating the Partial Indexed Interest Credit. After application of the Partial Indexed Interest Credit, all Indexed Interest Credits will cease and Your Contract will be credited from the date of death to the date of payment at the currently declared Fixed Interest Rate applicable under the Fixed Interest Crediting Strategy Rider.

#### IS THERE ANY CASE WHEN INDEXED INTEREST CREDITS DO NOT APPLY?

Indexed Interest Credits do not apply:

- On any date that is not the strategy's Crediting Date;
- To any amount of a strategy's Strategy Account Value withdrawn between Crediting Dates;
- To any amount of a strategy's Strategy Account Value deducted to pay any applicable charges;
- If the Contract is Surrendered between Crediting Dates.

### **GENERAL PROVISIONS**

# WILL INDEXED INTEREST CREDITS BE APPLIED IF THE MATURITY DATE OCCURS BETWEEN CREDITING DATES?

No; if the Maturity Date occurs between Crediting Dates, the annuity payment will not include any Indexed Interest Credits for the current Crediting Period.

#### IS THIS RIDER PARTICIPATING AND DOES IT PROVIDE FOR PAYMENT OF DIVIDENDS?

No; this Rider is not participating and dividends are not payable.

#### IS THERE A CHARGE FOR THIS RIDER?

No; there is no charge for this rider.

# WHEN DOES THIS RIDER TERMINATE?

This rider will terminate at the earliest of the following events:

- The date the Contract to which this rider is attached terminates; or
- The termination date stated in the written notice mailed to Your last known address

Written notice of termination will be mailed to You at least 45 days prior to the termination date. In no event will We terminate the rider prior to the end of any Crediting Period that is in effect when We give notice. If We terminate the rider, You may request that We reallocate any affected Strategy Account Value according to Your election across the remaining available interest crediting strategies. If no election is made, We will reallocate affected Strategy Account Value proportionally to the remaining Strategy Account Values which contain funds. If all remaining strategies have a Strategy Account Value equal to zero, then the affected Strategy Account Value will be reallocated to the strategy provided under the Fixed Interest Crediting Strategy Rider.

Signed for the Company.

Fidelity & Guaranty Life Insurance Company

Chris Blunt