

## Senior General Agent Contract

### CONTENTS

1. Checklist for Completion
2. Senior General Agent Agreement
3. Personal Data Sheet
4. Agent Direct Deposit Instructions
5. IRS Form W-9 – Request for Taxpayer Identification Number and Certification
6. Business Guidelines
7. Business Guidelines Certification

Note – If viewing this document package as a PDF file,

- Place cursor on desired CONTENTS document name above and
- Click mouse to open that document.

## Checklist for Completion

Thank you for choosing to become a part of Guggenheim Life and Annuity. We believe that Guggenheim Life can deliver exceptional results for our clients by exceeding expectations – at every point of interaction. Congratulations on your first step in joining Guggenheim’s proud and distinguished tradition of success.

Please fill out all required forms completely and legibly. To help with this, please use the following CHECKLIST FOR COMPLETION that lists all documents required to become appointed.

We will process your appointment upon receiving all completed paperwork and supporting documents as defined in our Business Guidelines.

CHECKLIST FOR COMPLETION (Checklist must be submitted with contracting paperwork.)

### PRODUCERS

Producer Name \_\_\_\_\_

PLEASE PROVIDE THE FOLLOWING	SUPPLEMENTAL DOCUMENTS TO PROVIDE
<input type="checkbox"/> Completed Checklist	<input type="checkbox"/> Copy of E&O Certificate
<input type="checkbox"/> Personal Data Sheet	<input type="checkbox"/> Copy of State Insurance License(s)
<input type="checkbox"/> Producer Agreement (Please return <u>all</u> pages.)	<input type="checkbox"/> Copy of AML Certificate
<input type="checkbox"/> Direct Deposit Authorization Form	<input type="checkbox"/> Copy of Business Guidelines Certification
<input type="checkbox"/> W-9	<input type="checkbox"/> Product Training Course Certificate
<input type="checkbox"/> Preserve MYGA Training Course Certificate	
<input type="checkbox"/> If Massachusetts, Appendix D – Certification of Compliance - Massachusetts Security Regulation – 201 CMR 17.00 from Business Guidelines herein	






### INDEPENDENT MARKETING ORGANIZATION

IMO Name \_\_\_\_\_ IMO # \_\_\_\_\_

### VERIFYING INFORMATION

- Please verify all information is complete and correct prior to submission.
- Appointment level \_\_\_\_\_
- Upline information \_\_\_\_\_

### PROVIDE ADDRESS BELOW IF

- Licensed Only; or
- You do not want correspondence to go directly to the agent.

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### SUBMIT THIS CHECKLIST AND OTHER DOCUMENTS VIA ONE OF THE FOLLOWING

Email MARKETING@GUGGENHEIMINSURANCE.COM  
Fax 317 574 6253  
Mail Guggenheim Life and Annuity Company | 10689 North Pennsylvania Street | Suite 200 | Indianapolis, IN 46280

## Senior General Agent Agreement

THIS AGREEMENT ("Agreement") is made on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between Guggenheim Life and Annuity Company ("Guggenheim" or the "Company") and \_\_\_\_\_, ("SGA"), its Senior General Agent.

### SECTION 1. APPOINTMENT

Guggenheim hereby appoints SGA as an independent general agent, solely for the purposes of soliciting and procuring applications for life insurance and annuity policies written by Guggenheim.

### SECTION 2. RELATIONSHIP

Nothing contained in this Agreement shall be construed to create the relationship of employer-employee, partners, joint venturers, or (except as expressly provided herein) principal and agent, between Guggenheim, on the one hand, and SGA or SGA's employees, on the other hand. SGA's relationship to Guggenheim shall be only as an independent contractor. SGA shall be free to exercise independent judgment as to the time and manner of the performance of the acts authorized under this Agreement. SGA is responsible for withholding and reporting any and all taxes on its commissions as well as those of its employees. The relationship between SGA and Guggenheim set forth in this Agreement is non-exclusive and nothing herein shall prevent Guggenheim from authorizing other senior general agents or producers in any area or market or otherwise.

### SECTION 3. LIMITATION OF AUTHORITY

SGA shall have no authority other than as specified in this Agreement. Specifically, and without limitation:

- a) SGA shall have no authority to bind Guggenheim with respect to any annuity or insurance product or otherwise. Guggenheim makes no representation that any application submitted by SGA will result in the issuance of an annuity or insurance policy by Guggenheim. Guggenheim may reject, in its sole discretion, any application.
- b) SGA shall not make or alter any policy or contract forms or alter any conditions contained therein or waive any of the provisions or conditions thereof;
- c) SGA shall not modify, alter or waive any of Guggenheim's contractual rates or waive any forfeiture;
- d) SGA shall not incur any debt or liability for or against Guggenheim;
- e) SGA shall not perform any act other than as expressly provided herein, except as specifically authorized in writing by the Chief Marketing Officer or President of Guggenheim;
- f) SGA shall not interpret or render opinions in any way, including, without limitation, offering tax or legal advice on any of Guggenheim's insurance policies, or Guggenheim's practices or procedures under any circumstances; and
- g) SGA shall be subject to such written rules and regulations as may be issued by Guggenheim, including without limitation, its Business Guidelines as may be amended from time to time. Notice of any amendment to the Business Guidelines will be provided to SGA. The Business Guidelines are available upon an electronic website which has been made accessible to the insurance producers and marketing organizations contracted with and appointed by Guggenheim and are specifically incorporated herein by reference.

### SECTION 4. GENERAL PROVISIONS

- a) SGA shall at all times keep itself and all employees, if any, suitably licensed with all requisite government agencies at its own expense, including maintaining an active license in any and all states in which SGA solicits applications for annuity

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and/or insurance products for Guggenheim. Upon request, SGA shall submit a current copy of each such license to Guggenheim. SGA shall notify Guggenheim immediately of any termination, suspension or expiration of any such license.

- b) SGA shall fully comply with all written rules and regulations as may be issued by Guggenheim, including without limitation, its Business Guidelines.
- c) All initial premiums tendered along with a contract application shall be paid by check made payable directly to Guggenheim and shall be transmitted to Guggenheim together with the application. SGA is not authorized to endorse or cash checks, drafts, money orders or other financial instruments made payable to Guggenheim, or which are otherwise intended by the policy applicant or policyholder to be paid to Guggenheim. If, notwithstanding the foregoing, premium funds come into the possession of SGA, they shall constitute trust funds, shall not be commingled by SGA with its own assets and shall not be subject to any use by SGA.
- d) SGA shall not, directly or indirectly, pay or allow any rebate of SGA commissions on any policy issued or proposed to be issued hereunder, nor offer any unlawful inducement to the sale or issuance of a policy.
- e) SGA shall not be entitled to compensation with respect to any policy or contract which is rescinded or canceled by Guggenheim for any reason including, without limitation, suitability, misrepresentation or misunderstanding. Any compensation paid to SGA on such policy or contract shall be immediately refunded to Guggenheim. This Section 4(c) shall not apply to policies surrendered according to their terms except as provided in Section 13(b).
- f) In case of impounding or holding in abeyance of premiums as a result of any court order or rule of any State Insurance Department or other lawful authority, SGA's compensation shall remain in abeyance in the same manner and to the same extent as the premiums upon which such compensation is payable.
- g) SGA shall not deliver any policy or contract without securing a signed delivery receipt for same from the applicant and promptly (within five (5) business days of delivery) remitting such delivery receipt to Guggenheim.
- h) SGA shall immediately deliver to Guggenheim such proofs of loss or other evidence of any claim or complaint made or filed by an applicant, insured, beneficiary or any other claimant.
- i) SGA agrees to give its full and complete cooperation in responding to any customer or regulatory complaint or inquiry and will promptly respond in writing directly to Guggenheim upon its request.
- j) SGA shall keep a true and correct record and keep books or accounts on all transactions arising out of this Agreement and shall preserve and hold all documents, correspondence and records of SGA in accordance with prudent record keeping practices and in compliance with all federal and state privacy and security standards and with the Business Guidelines. SGA shall cooperate and assist Guggenheim in making any examination or inquiry with respect to such transactions. Guggenheim shall have the right to obtain copies or inspect all such records, documents or correspondence maintained by SGA, the copying expenses for which are at SGA's cost.
- k) In the event of termination of this Agreement (and at any other time upon demand of Guggenheim), all Guggenheim property in the custody of SGA shall be immediately returned to Guggenheim.
- l) All expenses, of whatever character, of SGA concerning SGA's performance hereunder shall be borne and paid for by SGA exclusively, without recourse to Guggenheim.

## SECTION 5. ADVERTISING

SGA shall comply in all respects with the provisions of Guggenheim's Business Guidelines as respects any and all circulars, advertising material, or literature which it utilizes to sell or promote Guggenheim's business or products, regardless of how or

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where, or by whom, such advertising material is generated or produced. All advertisements that reference Guggenheim's products or services must be approved by Guggenheim prior to use.

#### SECTION 6. SGA COVENANTS

- a) SGA shall endeavor to promote the business and interests of Guggenheim as contemplated by this Agreement and shall so conduct itself as not to affect adversely the business, good standing or reputation of Guggenheim.
- b) Guggenheim has the sole authority to prescribe the policies and premium rates for which applications may be solicited.
- c) During the life of this Agreement and for a period of two years following the termination of this Agreement, whether such termination is by SGA or Guggenheim:
  - (i) SGA or any employee of SGA will not solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Guggenheim or one of its insurance related affiliates; assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Guggenheim or one of its insurance related affiliates; or urge, induce or seek to induce any person to terminate his/her employment or other relationship with Guggenheim or one of its insurance related affiliates. This subsection (i) shall not apply if SGA or any employee of SGA is first contacted by an employee or independent agent of Guggenheim or one of its insurance related affiliates without any prior solicitation or recruitment from SGA or any employee of SGA. Provided, however, that the foregoing does not prohibit:
    - (a) soliciting employees through general job advertisements or similar notices that are not targeted specifically at the employees of Guggenheim or its insurance related affiliates;
    - (b) engaging any recruiting firm or similar organization to identify or solicit persons for employment on SGA's behalf, or soliciting any employee who is identified by any such recruiting firm or organization, as long as such recruiting firm or organization is not instructed to target any employees of Guggenheim or its insurance related affiliates; or
    - (c) soliciting or hiring employees whose employment has been terminated by Guggenheim or its insurance related affiliates.
  - (ii) Neither SGA nor any employee of SGA shall make disparaging or false statements regarding Guggenheim or one of its affiliates to any individual or entity.
- d) SGA shall indemnify and hold Guggenheim harmless from any and all expenses, including attorney fees and costs, and damages resulting from a breach of this Agreement and/or unauthorized acts or transactions by it, its employees, or other persons under its supervision.
- e) In the event of breach of this Agreement by SGA or its employees, Guggenheim shall be entitled, in addition to any claim for damages:
  - (i) to obtain specific enforcement by way of injunctions (including temporary restraining orders, preliminary injunctions and/or a permanent injunction without first posting a bond); and
  - (ii) to terminate SGA's entitlement to any future compensation.
- f) SGA acknowledges that in the course of its duties it will receive and utilize confidential, proprietary and trade secret information regarding Guggenheim and its business operations. Such information gives Guggenheim a competitive advantage in the marketplace by not being generally known by the public and insurance industry and includes but is not limited to policyholder identities and lists, agent identities and lists, pricing and cost information, override schedules and

any documents or computer stored information containing such information. SGA agrees that all such information shall be kept confidential and shall not be disclosed or utilized apart from the performance of SGA's duties under this Agreement, both during the life of and subsequent to the termination of this Agreement.

- g) The provisions of this Section 6 shall survive any termination of the Agreement.

#### SECTION 7. PAYMENT AND OFFSET

- a) SGA agrees to repay immediately upon request, all amounts that may from time to time be due to Guggenheim from SGA or its employees, whether arising hereunder or in any other way. SGA shall be liable for all such amounts, and Guggenheim shall charge interest on any such amounts past due up to one percent (1%) per month or the maximum amount permitted by law, whichever is lower.
- b) Guggenheim may in its sole discretion offset against any commissions or other compensation due SGA, whether before or after the termination hereof, any amounts owed to Guggenheim by SGA whether arising hereunder or in any other way.
- c) SGA acknowledges that any amounts advanced by Guggenheim to SGA constitute indebtedness for which SGA is solely responsible. Guggenheim is not limited to offsetting any commissions or other compensation due SGA to satisfy such amounts owed to Guggenheim and may utilize any legally available means to enforce repayment of any amounts advanced to SGA or otherwise due Guggenheim from SGA.
- d) The provisions of this Section 7 shall survive any termination of the Agreement.

#### SECTION 8. ASSIGNMENT

No assignment of this Agreement or of any commission payable hereunder by SGA shall be valid without the prior written consent of Guggenheim. Every assignment shall state that it shall be subject and subordinate to any indebtedness and obligation of SGA that may be due or become due to Guggenheim, and that the assignee and its principals shall assume all of SGA's obligations to Guggenheim hereunder. Unless otherwise stated and agreed to by Guggenheim, an assignment does not relieve SGA of any indebtedness or obligation to Guggenheim. Guggenheim retains the right to assign this Agreement and shall give notice to SGA within thirty (30) days after any such assignment.

#### SECTION 9. TERM AND TERMINATION

The term of this Agreement shall commence on the date signed by the parties and shall continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated:

- a) By either party upon fifteen (15) days prior written notice to the other party, without any cause whatsoever.
- b) Immediately at the option of Guggenheim:
- i. if SGA, or one of the partners, equity owners, or principal officers of SGA, should become bankrupt or insolvent, or if Guggenheim reasonably believes that a declaration of bankruptcy or insolvency of any of the foregoing is imminent;
  - ii. if SGA, or one of the partners, equity owners or principal officers of SGA, liquidates or dissolves, or begins the court process of liquidation or dissolution;
  - iii. if SGA, any of SGA's employees or one of the partners, equity owners or principal officers of SGA fail to comply with or perform any of the material terms or covenants of the Agreement or of the Business Guidelines, and such failure is not cured within five (5) days of SGA's receipt of written notice by Guggenheim;
  - iv. upon the following conduct by SGA, any of SGA's employees, or one of the partners, equity owners or principal officers of SGA: misappropriation of funds; malfeasance, fraud, violation of any criminal or insurance laws; failure to

- comply with any oral or written production requirements; failure to timely remit payment for any amount due and owing to Guggenheim upon demand; or such conduct as would tend to degrade or disgrace Guggenheim;
- v. in the event SGA, any of SGA's employees, or one of the partners, equity owners or principal officers of SGA actively engage in a scheme or process to replace the policies or contracts of Guggenheim with policies or contracts issued by another insurance company or otherwise breaches any of the provisions of Section 6(c) of this Agreement;
  - vi. upon the failure of SGA, any of SGA's employees, or one of the partners, equity owners or principal officers of SGA to be licensed to sell insurance in any jurisdiction for which it/he/she has solicited applications for Guggenheim; or
  - vii. upon the death of SGA (if a natural person) or any event legally or contractually causing the legal dissolution or wrapping-up of SGA's operations, or corporate or partnership existence (if a non-natural person or entity).

In the event of the death or dissolution of SGA, Guggenheim may continue to rely on this Agreement as continuing in-force until such date as it receives formal written notice of such death or dissolution. The termination remedies available to Guggenheim in this Section 9 are not exclusive. Without limiting the foregoing, Guggenheim expressly reserves the right to seek any other remedies that are available to it at law or in equity, including, but not limited to, seeking an award of money damages, temporary restraining orders, permanent injunctions or remedies pursuant to Section 22 hereof in arbitration, in the event of any breach or threatened breach by SGA, any of SGA's employees, or one of the partners, equity owners or principal officers of SGA, of any of the provisions of this Agreement.

#### **SECTION 10. GOVERNING LAW; CONSENT TO JURISDICTION**

SGA shall abide by all of the laws, rules, regulations, ordinances or decisions of any federal, state and local government, department or bureau having jurisdiction or supervision over insurance and the conduct of its business, including but not limited to the insurance laws and regulations of any jurisdiction in which SGA is duly licensed to do business as an insurance broker or producer and/or is appointed as such by Guggenheim.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to the principles of conflicts of laws thereof. Subject to the provisions of Section 22 regarding arbitration proceedings, the parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Indianapolis, Indiana, in connection with any dispute based on or arising out of or in connection with this Agreement.

#### **SECTION 11. NO WAIVER OR ESTOPPEL**

Forbearance, failure or neglect on the part of Guggenheim to enforce any or all of the provisions of this Agreement shall not be construed as a waiver or estoppel of any of the rights or privileges of Guggenheim. A waiver of past acts or circumstances shall not constitute or be deemed a course of conduct or waiver of subsequent acts or circumstances.

#### **SECTION 12. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS AND AMENDMENTS**

This Agreement, which includes by reference the Business Guidelines, the Personal Data Sheet and the Commission Schedule, contains all of the terms and conditions agreed upon by the parties. Any and all prior agreements, oral or in writing, with respect to Guggenheim or any products issued or assumed by Guggenheim are terminated and superseded by this Agreement. Guggenheim may at any time amend this Agreement by sending written notice of such amendment to SGA. This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change to this Agreement will bind Guggenheim unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Guggenheim or other appropriately authorized officer.

### SECTION 13. COMMISSIONS

- a) Guggenheim shall pay SGA commissions at the rate shown in Guggenheim's SGA Commission Schedule in force as of the date of each sale of Guggenheim's products by SGA, as full compensation for SGA's services and expenses. Guggenheim's Commission Schedule may be amended by Guggenheim at any time at its sole option, which amendments shall be effective immediately upon written (including electronic) notice of such changes to SGA. This notice is deemed to have been provided to SGA upon the posting by Guggenheim of any such amendments to the Commission Schedule upon an electronic website which has been made accessible to the insurance producers and marketing organizations contracted with and appointed by Guggenheim. Any amendment to the Commission Schedule shall apply only to applications written after the effective date of the amendment. Commissions shall be paid with respect to premiums received in cash by Guggenheim on applications procured by SGA.
- b) If a policyholder timely exercises his/her "RIGHT TO EXAMINE AND RETURN PROVISION", and commissions have been paid to SGA for selling the returned policy, all such commissions will be returned to Guggenheim immediately. SGA agrees that upon such an occurrence, it will become immediately liable to repay to Guggenheim such commissions and that Guggenheim has the right to pursue any legal action to recover any such commissions from SGA. SGA agrees to reimburse Guggenheim for costs Guggenheim incurs, including reasonable attorney's fees, in any action by Guggenheim to enforce SGA's obligations under this Agreement.
- c) Guggenheim reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new policy where a policy issued by Guggenheim on the same life has been terminated or surrendered within one (1) year prior to the date of the application for the new policy.
- d) Guggenheim will cease paying trailer commissions, if any, upon the death or dissolution of SGA.

### SECTION 14. COMPENSATION FORFEITURE

If at any time SGA induces or attempts to induce an independent agent of Guggenheim to discontinue his/her contract with Guggenheim, or induces or attempts to induce any of Guggenheim's policyholders to cancel, transfer, or otherwise relinquish any of Guggenheim's policies, products, and/or services, SGA shall forfeit any and all compensation that SGA might otherwise have received under any and all contracts with Guggenheim. In the event of such compensation forfeiture, Guggenheim preserves any and all additional claims it may have against SGA. The provisions of this Section 15 shall survive any termination of the Agreement.

### SECTION 15. DISCONTINUANCE

Without any liability to SGA or its employees, Guggenheim may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any annuity contract or life insurance policy form or rider, in any or all states.

### SECTION 16. PRIVACY NOTICE

SGA agrees to keep the financial or other personal information concerning policyholders confidential in accordance with all state and federal privacy laws and Guggenheim's Business Guidelines. SGA shall not use such information to obtain any financial benefit or award, including for the purpose of inducing said policyholder to discontinue his/her annuity contract or insurance policy with Guggenheim or to otherwise replace said policy with a product from another company. The provisions of this Section 16 shall survive any termination of the Agreement.

### SECTION 17. SUITABILITY

In recommending a Guggenheim product to any applicant or prospective consumer, including senior consumers (defined as persons age 65 or older), SGA shall have reasonable grounds to believe that the Guggenheim product offered to said



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applicant/consumer is suitable to his/her insurance or financial needs, based upon the facts disclosed to SGA by the applicant/consumer. Prior to the execution of an application by the applicant/consumer as may be recommended by the SGA, SGA shall make all reasonable efforts to obtain, document and retain documentation of information concerning the applicant's/consumer's: (1) financial status; (2) tax status; (3) financial or investment objectives; and (4) such other information as is reasonably considered by the SGA in making any annuity recommendation to the applicant/consumer. In the event that the applicant/consumer refuses to provide such relevant information to SGA, fails to provide accurate information to SGA or otherwise decides to enter into a transaction that is not recommended by SGA, SGA agrees to document such circumstances in writing and provide said documentation to Guggenheim along with the application.

#### SECTION 18. EMAIL ADDRESS AND FACSIMILE NUMBER

By signing this Agreement, SGA hereby authorizes Guggenheim to send unlimited emails and faxes to its accounts, which email addresses and fax telephone numbers are specified in the Personal Data Sheet attached to this Agreement and incorporated herein by reference. Said emails and faxes shall be for promotional purposes as well as to provide SGA with necessary information regarding its contractual relationship with Guggenheim and regarding the accounts of individuals SGA has solicited on behalf of Guggenheim.

#### SECTION 19. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in a jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only as broad as is enforceable.

#### SECTION 20. HEADINGS/CONSTRUCTION

The headings in this Agreement are for reference only, and shall not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement have been mutually negotiated at arm's length between the parties hereto, and no potential ambiguity in this Agreement shall be construed against the drafter.

#### SECTION 21. ARBITRATION

**In the event of any dispute arising out of or relating to this Agreement for which the sole, exclusive, and appropriate remedy sought by the party is an award of money damages, the same shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting the arbitration has given the other party at least thirty (30) days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this contract in accordance with Indiana law. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and binding upon the parties and judgment upon such award may be entered and enforced in the Federal District Court for the Southern District of Indiana. All arbitration proceedings shall be held in Indianapolis, Indiana.**

**Nothing in this Section 22 shall require arbitration or prejudice the rights of either party to seek a judgment at law in a court of appropriate jurisdiction with respect to any dispute arising out of or relating to this Agreement for which an equitable remedy is sought or for which the appropriate remedy sought cannot be paid as money damages, such as a temporary or permanent injunction, a declaratory judgment, or similar injunctive remedy.**

**The provisions of this Section 22 shall survive any termination of the Agreement.**

**SECTION 22. INSURANCE**

SGA shall maintain during the term of this Agreement, at SGA's expense, insurance covering errors and omissions with minimum limits of one million dollars (\$1,000,000). SGA shall annually supply to Guggenheim proof that such coverage is in effect. In the event such coverage is terminated, SGA shall notify Guggenheim within ten (10) business days.

**SECTION 23. NOTICES**

Notices under this Agreement shall be in writing and shall be deemed received as follows:

- a) on the date of service if served personally on the party to whom notice is to be given;
- b) on the date a party sends an electronic notice with an automatic receipt verification to the party's correct email address;
- c) on the date of delivery if sent via overnight courier to the party whom notice is to be given and properly address; or
- d) on the fifth (5th) day following the date deposited in the mail if sent by United States mail, postage prepaid, and properly addressed. The correct addresses for notices are as follows:

**Guggenheim Life and Annuity**

Agency Services Division  
401 Pennsylvania Parkway, Suite 300  
Indianapolis, IN 46280  
Agency@guggenheiminsurance.com

**A copy of any notice shall also be sent to:**

Chief Legal Officer, Insurance  
401 Pennsylvania Parkway, Suite 300  
Indianapolis, IN 46280

**SGA:** As stated in accompanying Personal Data Sheet.

This section does not apply to a notice of a change to the Business Guidelines as stated in Section 3 or the Commission Schedule as stated in Section 13.

**SECTION 24. TRADEMARKS AND SERVICE MARKS**

Each party reserves the right to control the use of its name and all symbols, trademarks, or service marks presently existing or later established.

**SECTION 25. CREDIT REPORT NOTICE**

As part of Guggenheim's agent selection procedure, it may request that a report be made by a consumer credit agency, which may supply Guggenheim with information about SGA from its files, from public records and from credit investigations. Guggenheim will provide additional detailed information concerning the investigation, if one is made, to SGA after receiving a written request from SGA and/or in compliance with applicable state law. Should a report have an adverse effect on Guggenheim's appointment decision, the Company will notify SGA in writing and identify the reporting agency with which SGA may discuss the matter.

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**SENIOR GENERAL AGENT SIGNATURE**

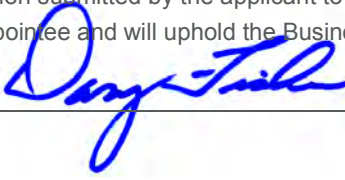
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Printed Name of Senior General Agent \_\_\_\_\_

**Signature of Senior General Agent** \_\_\_\_\_

**REGIONAL GENERAL AGENT CERTIFICATION**

I hereby certify that I have investigated the character, insurance license record, business standing of the applicant identified in this Agreement. I have also examined the application submitted by the applicant to Guggenheim. I have satisfied myself that he/she is qualified to act in the capacity as my Appointee and will uphold the Business Guidelines of Guggenheim.

Regional General Agent Signature (if applicable)  \_\_\_\_\_

Name of Organization \_\_\_\_\_

Date \_\_\_\_\_ Assigned Agent Number \_\_\_\_\_

**GUGGENHEIM LIFE APPOINTMENT**

Date Accepted for Appointment \_\_\_\_\_

Guggenheim Officer Name and Title \_\_\_\_\_

Assigned Agent Number \_\_\_\_\_

Note: Guggenheim Life and Annuity Company; DBA Guggenheim Life and Annuity Insurance Company in California.

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## Personal Data Sheet

### APPLICATION FOR BECOMING CONTRACTED WITH GUGGENHEIM LIFE AND ANNUITY

1. Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Gender \_\_\_\_\_  
As it appears on your driver's license
2. Business Name \_\_\_\_\_ Email Address \_\_\_\_\_
3. Business Address Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
4. Residence Address Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
5. Business Phone \_\_\_\_\_ Residence Phone \_\_\_\_\_ Fax \_\_\_\_\_
6. County of residence \_\_\_\_\_ County of business \_\_\_\_\_
7. Tax I.D. No. \_\_\_\_\_ Social Security No. \_\_\_\_\_
8. How long at present address? \_\_\_\_\_
9. Previous address, if less than 3 years: Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
10. Companies that you currently represent \_\_\_\_\_
11. License No. \_\_\_\_\_ Resident State \_\_\_\_\_ (include copy)
12. Non-Resident License Number(s) and State(s) Number: No. \_\_\_\_\_ State \_\_\_\_\_  
No. \_\_\_\_\_ State \_\_\_\_\_ No. \_\_\_\_\_ State \_\_\_\_\_
13. License you currently hold: ( ) Life Only ( ) Life & Disability ( ) P & C ( ) FINRA  
Have you ever had a license under another Name? ( ) No ( ) Yes If Yes, Name \_\_\_\_\_
14. Doing business as: ( ) Individual ( ) Partnership ( ) Corporation ( ) Limited Liability Company  
If Corporation, Partnership or Limited Liability Company, list full name and Social Security number (SSN) of each individual authorized to sign applications:  
Name 1 \_\_\_\_\_ SSN \_\_\_\_\_

Name 2 \_\_\_\_\_ SSN \_\_\_\_\_

Name 3 \_\_\_\_\_ SSN \_\_\_\_\_

15. Have you ever filed bankruptcy? ( ) No ( ) Yes If Yes, provide full details below or on separate document \_\_\_\_\_

\_\_\_\_\_

16. Involved in any current or past litigation? ( ) No ( ) Yes If Yes, provide full details below or on separate document \_\_\_\_\_

\_\_\_\_\_

17. Have you ever received or do you anticipate receiving any disciplinary action from any insurance department; had a complaint filed, had any regulatory action taken against you; or participated in business related litigation?

( ) No ( ) Yes If Yes, explain below or on separate document \_\_\_\_\_

\_\_\_\_\_

18. Have you completed training on Suitability and Annuity sales? ( ) Yes ( ) No

If Yes, Provider of Training \_\_\_\_\_ Date \_\_\_\_\_

Attach copy of Certification

19. Have you completed training on the Anti-Money Laundering Act? ( ) Yes ( ) No

If Yes, Provider of Training \_\_\_\_\_ Date \_\_\_\_\_

Attach copy of Certification of AML training.

20. Provide carrier of Errors & Omissions coverage \_\_\_\_\_

Attach copy of Certification

**AGENT'S DECLARATION AND AUTHORIZATION**

I hereby certify that all my answers to these questions are true. I understand that this application will serve as an application to become contracted with Guggenheim Life and Annuity Company ("Guggenheim Life") and the information is to the best of my knowledge an accurate statement of fact. I further understand that if any material information given in the application is found to be incorrect or incomplete, it will be grounds for contract termination for cause at the sole discretion of Guggenheim Life.

I understand that the Fair Credit Reporting Act requires Guggenheim Life to notify me that, as a routine part of processing my contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living. I authorize Guggenheim Life to obtain a consumer report and Vector One report in connection with the contract application. I further authorize Guggenheim Life to release information about any debit balance I may incur to Vector One, its successors or any organization designated to replace Vector One.

**Signature** \_\_\_\_\_ Date \_\_\_\_\_

Signature of IMO Principal  \_\_\_\_\_ Date \_\_\_\_\_

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## Agent Direct Deposit Instructions

I (We) hereby authorize credit entries to my (our) checking/saving account in the “Depository Institution” named below, and I (we) authorize the depository institution to accept and to credit the amount of such entries to my (our) account. If funds that I am (we are) not entitled are deposited to my (our) account, I (we) authorize you to direct the bank to return said funds.

Depository Institution \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Please specify account type below.

**CHECKING ACCOUNT (PLEASE INCLUDE A VOIDED CHECK)**

Name on Account \_\_\_\_\_

Routing Number (Bank) \_\_\_\_\_

Account Number \_\_\_\_\_

**SAVINGS ACCOUNT (PLEASE INCLUDE A VOIDED SAVINGS DEPOSIT SLIP)**

Name on Account \_\_\_\_\_

Routing Number (Bank) \_\_\_\_\_

Account Number \_\_\_\_\_

**AUTHORIZATION**

This authorization is to remain in full force and effect until written notification is received from me of its termination in such time and manner as to afford the Company a reasonable opportunity to act on it.

Name (please print) \_\_\_\_\_

Social Security Number \_\_\_\_\_

Agent Writing Number \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Remember to attach a voided check.*

Guggenheim Life and Annuity Company  
401 Pennsylvania Parkway, Suite 300  
Indianapolis, IN 46280  
800 767 7749 Phone  
317 574 6253 Facsimile

Note: DBA Guggenheim Life and Annuity Insurance Company in California

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.