

Guggenheim Product Training

Important Notice to all agents contracting with Guggenheim

Please read carefully before submitting contracting or new business

OUR STANDARDS FOR AGENT TRAINING

We require that our agents be familiar with our products and our business guidelines, including our annuity suitability standards, and require that each agent review these guidelines on an annual basis.

Prior to soliciting the sale of an annuity product, the agent must have adequate knowledge of the product to recommend the sale of the annuity product. Where required by state law or regulation, we will require certification of completion of product-specific training be submitted to us prior to solicitation.

We require that agents complete any and all additional training courses required by state law or regulation and submit proof of completion prior to solicitation.

We will make certain product-specific and other training available on our website or in some other manner, where appropriate. There is no charge for this training. Updates and enhancements in our products may require additional training.

Please review the following Guggenheim Carrier Specific Product Training and submit the Course Completion Certificate located at the end along with the agent contracting paperwork to ECA Marketing

If new business is solicited, signed, or submitted prior to the completion date of the training the application will be rejected

Additional Note to ALL (resident and non-resident) producers soliciting business in:

**AK CA CO CT DC FL HI IA ID IL IN KY MD ND
OH OK OR RI SC SD TX WA WI WV**

See next page for the state NAIC Regulation Model release dates

The state specific 4-Hour Annuity Suitability Training Course must be completed prior to soliciting new business. Please include a copy of the Certificate along with your agent contracting paperwork.

**NOTE: States subject to change based on state and carrier requirements
Updated 4/18/12**

If you have any further questions in regards to the Product Training please call ECA Marketing and ask for your Marketing Representative or the Licensing & Contracting Department

Thank you for contracting with Guggenheim through ECA Marketing!

Suitability Agent Continuing Education Requirements by State

STATE	REGULATION
AL	This state has not adopted an annuity training requirement at this time.
AK	Insurance producers holding a life line of insurance license must complete an one-time 4 hour annuity training course approved by the Alaska Department. Requirement satisfied if insurance producer has satisfied substantially similar training requirements of another state.
AZ	This state has not adopted an annuity training requirement at this time.
AR	The Department feels that it should revise the Section of Rule 82 in order to be more consistent with other states and include a better annuity training requirement. Since this process may take several months, the Department will no longer enforce the provision of Section 9 of Rule 82. Until Rule 82 is revised, the four (4) hour annual annuity training will no longer be required.
CA	All resident and non-resident agents selling annuities must complete the California 8-Hour Annuity Training course. Thereafter, any resident or non-resident life producer who solicits individual consumers in order to sell annuities must complete a 4-hour specifically designated annuity training course every two years prior to license renewal. This requirement is part of, and not in addition to, the general continuing education requirements in California. Non-residents otherwise exempt from continuing education requirements are not exempt from annuities training.
CO	Producers selling annuity products must complete 4 hours of one-time training in annuities by 10/1/2011. Producers must complete the training before selling annuities. Resident and non-resident producers may complete equivalent annuity training in any state.
CT	An insurance producer holding a life insurance license on the effective date of the Regulation, February 18, 2012, who desires to sell annuity products shall complete, within six months after February 18, 2012, a one-time, four-credit training course provided by a Connecticut-approved continuing education provider. Individuals who obtain a life insurance license after February 18, 2012 may not engage in the sale of annuities until the annuity training course has been completed. The annuity training course shall qualify for four credits, but no more than four. The satisfaction of another state's training requirement by a Connecticut non-resident producer will be deemed to satisfy the training requirements of this State if such other state's requirements are substantially similar to those contained in the Regulation. The producer may be asked by the insurer to provide a certificate of completion of the training course.
DE	This state has not adopted an annuity training requirement at this time.
DC	Producers who sell or wish to sell annuities must complete 4 hours of one-time training in annuities. Producers must complete the training before selling annuities. Resident and non-resident producers may complete equivalent annuity training in any state.
FL	Agents licensed to sell life insurance must complete at least 3 hours of continuing education in suitability in annuity and life insurance transactions each continuing education compliance period. Licensees may use these hours to satisfy their ethics continuing education requirements. An agent with a compliance period that ends on or after January 31, 2009 must meet this requirement by the end of the compliance period. If an agent has already taken hours in ethics, those credits will be applied to the agent's general continuing education requirement or will be carried over to the next compliance period.
GA	This state has not adopted an annuity training requirement at this time.
HI	Effective 1/1/2012: Producers who sell or wish to sell annuity products must complete 4 hours of one-time annuity training. Producers who obtain a life license on or after 1/31/2012 and wish to sell annuity products must complete this training before selling annuity products. Producer must also complete product-specific training offered by insurer.

STATE	REGULATION
ID	Producers holding a life line of authority who sell or wish to sell annuity products must complete 4 hours of one-time annuity training by 7/1/12. Producers must complete this training before selling annuity products. Resident and non-resident producers may complete equivalent annuity training in any state. Producer must also complete product-specific training offered by insurer.
IL	Producers who sell or wish to sell annuity products must complete 4 hours of one-time annuity training by 7/1/12. Producers must complete this training before selling annuity products. Resident and non-resident producers may complete equivalent annuity training in any state. Producer must also complete product-specific training offered by insurer.
IN	Effective 1/1/2012: Producers who wish to sell annuity products must complete 4 hours of one-time training in annuities before selling annuity products.
IA	All insurance producers selling or soliciting Annuity Products in Iowa must obtain 4 hours of training provided by an approved vendor offering an Annuity Product Course. This is a one-time requirement and is not a condition of license renewal. Non-resident producers may complete substantially similar training requirements of another state in order to meet the requirement. This requirement is separate from the Indexed Products. All insurance producers selling or soliciting Indexed Products in Iowa must obtain 4 continuing education credits by an approved vendor offering an Indexed Product Course. This is a one-time requirement and is not a condition of license renewal.
KS	This state has not adopted an annuity training requirement at this time.
KY	Effective 1/1/2012: Producers who sell or wish to sell annuity products must complete 4 hours of one-time training in annuities by 7/1/2012. Producers must complete the training before selling annuities. Producers may complete equivalent annuity training in any state.
LA	This state has not adopted an annuity training requirement at this time.
ME	This state has not adopted an annuity training requirement at this time.
MD	Producers who sell or wish to sell annuity products must complete 4 hours of one-time annuity training by 5/1/12. Producers must complete this training before selling annuity products. Compliance with another state's training requirements that are substantially similar to this requirement will be deemed in compliance with Maryland's training requirement. Producer must also complete product-specific training offered by insurer.
MA	This state has not adopted an annuity training requirement at this time.
MI	Legislation Pending.
MN	Legislation Pending.
MS	This state has not adopted an annuity training requirement at this time.
MO	This state has not adopted an annuity training requirement at this time.
MT	This state has not adopted an annuity training requirement at this time.
NE	Legislation introduced 1/9/2012 and is Pending.
NV	This state has not adopted an annuity training requirement at this time.
NH	This state has not adopted an annuity training requirement at this time.
NM	This state has not adopted an annuity training requirement at this time.
NC	This state has not adopted an annuity training requirement at this time.
ND	Producers must complete 4 hours of one-time annuity training by 8/1/12. Producers must complete this training before selling annuity products. Compliance with another state's training requirements that are substantially similar to this requirement will be deemed in compliance with North Dakota's training requirement. Producer must also complete product-specific training offered by insurer.

STATE	REGULATION
OH	Producers who sell or wish to sell annuity products must complete 4 hours of one-time training in annuities. Producers must complete the training before selling annuities. Non-resident producers may complete equivalent annuity training in any state.
OK	Effective 1/11/12: 4 hour annuity training requirement for producers selling annuities is now applicable to resident and nonresident producers. The Insurance Department will allow a 90 day grace period for nonresident producers to comply. Those producers who have satisfied an annuity training requirement in another state with substantially similar provisions as the Oklahoma rule will be deemed to satisfy the Oklahoma requirement, according to the notice.
OR	Producers who sell or wish to sell annuity products must complete 4 hours of one-time training in annuities. Producers must complete the training before selling annuities. Resident and non-resident producers may complete equivalent annuity training in any state.
PA	This state has not adopted an annuity training requirement at this time.
RI	Producers who sell or wish to sell annuity products must complete 4 hours of one-time training in annuities. Producers must complete the training before selling annuities. Resident and non-resident producers may complete equivalent annuity training in any state.
SC	Producers who sell or wish to sell annuity products must complete 4 hours of one-time training in annuities. Resident and non-resident producers may complete equivalent annuity training in any state. The training required under this subsection shall include at a minimum information on the following topics: (a) The types of annuities and various classifications of annuities; (b) Identification of the parties to an annuity; (c) How fixed, variable and indexed annuity contract provisions affect consumers; (d) The application of income taxation of qualified and non-qualified annuities; (e) The primary uses of annuities; and (f) Regulatory requirements relating to sales practices, replacement and disclosure requirements. Additional topics may be offered in conjunction with and in addition to the required outline.
SD	Effective July 1, 2012: An insurance producer who engages in the sale of annuity products shall complete a one-time four credit training course approved by the director and provided by a director-approved education provider. Any insurance producer who holds a life insurance line of authority on the effective date of this Act and who desires to sell annuities shall complete the requirements of this section within six months after the effective date of this Act.
TN	Legislation Pending.
TX	A resident agent with a license issued or renewed on or after 4/1/2010 who intends to sell, solicit, or negotiate a contract for an annuity or to represent an insurer in relation to such an annuity must complete at least 4 hours of training relating to annuities before soliciting individual consumers for the purpose of selling annuities. The training may be used to satisfy continuing education requirements. Agents must also complete 4 hours of CE annually that specifically relate to annuities. CE exemptions based on 20 years continuous licensing do not apply to annuities training requirements.
UT	Legislation Pending.
VT	This state has not adopted an annuity training requirement at this time.
VA	This state has not adopted an annuity training requirement at this time.
WA	After March 29, 2012, prior to selling, soliciting, or negotiating the sale of annuity products, all insurance producers must complete a one-time, four-hour training course approved by the commissioner and provided by an insurance education provider approved in this state. Insurance producers who have completed the annuity suitability training requirements of this section in a state other than Washington which has adopted the annuity suitability requirement prior to March 29, 2012, are deemed to have satisfied the training requirements of this section.

STATE	REGULATION
WV	Producers who sell or wish to sell annuity products must complete 4 hours of one-time annuity training. Producers must complete this training before selling annuity products. Compliance with another state's training requirements that are substantially similar to this requirement will be deemed in compliance with West Virginia's training requirement. Producer must also complete product-specific training offered by insurer.
WI	Intermediaries who wish to sell annuities must complete 4 hours of one-time training in annuities. Intermediaries must complete the training before selling annuities. Non-resident producers may complete substantially similar training requirements of another state in order to meet the requirement.
WY	This state has not adopted an annuity training requirement at this time.

THE NAIC RECOMMENDATION

The Financial Reform Act requires individual states to comply with the 2010 NAIC Suitability in Annuity Transactions Model Regulation (NAIC 2010) by June 16, 2013. Passage of NAIC 2010 means that fixed annuity producers will have to follow similar rigorous suitability standards as those imposed upon variable annuity producers, which is regulated by FINRA. NAIC 2010 clarifies that the insurer is responsible for compliance with suitability requirements, including the methods their producers use to market annuity products.

The producer must have "reasonable grounds" to believe that the annuity recommendation is suitable based on 12 areas of "suitability information" disclosed by the consumer.* This information includes the consumer's:

- (1) Age;
- (2) Annual income;
- (3) Financial situation and needs, including the financial resources used for the funding of the annuity;
- (4) Financial experience;
- (5) Financial objectives;
- (6) Intended use of the annuity;
- (7) Financial time horizon;
- (8) Existing assets, including investment and life insurance holdings;
- (9) Liquidity needs;
- (10) Liquid net worth;
- (11) Risk tolerance; and
- (12) Tax status.



Guggenheim Life and Annuity Company

Product Training

For Agent Information Only. Not Intended For Solicitation Or Advertising To The Public.

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Annuity Definitions

General Definitions:

Account Value	The Account Value is the sum of all Premiums, increased by accumulated interest , less the amount of any gross withdrawals. The Account Value is not necessarily the same as the Surrender Value.
Annuitant	The person or persons on whose life or lives the Annuity is based, primarily for the purpose of Annuitization. The Contract Owner decides who the Annuitant will be. The Contract Owner and Annuitant are often the same person.
Annuitize	The transaction that changes a Deferred Annuity from the Accumulation Phase to the Payout Phase.
Annuity	A contract sold by an insurance company to provide payments to the holder at specified intervals, usually after retirement. Annuities have two phases: Accumulation and Payout.
Beneficiary	The recipient of an Annuity's value on the death of the Contract Owner.

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Annuity Definitions

General Definitions:

Premium	Money paid into an Annuity. For purposes of simplicity, people sometimes talk about "deposits" into an Annuity.
Surrender Value	The amount of money to be received by the Contract Owner if an Annuity is Surrendered. It is usually the Account Value less any Surrender Charges and Market Value Adjustment.
Contract Owner	The person or entity who purchases the Annuity and has rights to the contract. This person names the Annuitant and the Beneficiary, and may exercise the provisions of the Annuity contract.
Cost Basis	Actual Premium or Principal paid to a Non-Qualified Annuity is referred to as the "Cost Basis" of the Annuity contract. Since it is money that has already been subject to Income Tax, it will not be taxed upon withdrawal.
Tax-Deferral	The ability to delay paying Income Tax on earnings until those funds are withdrawn from the Annuity.

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Annuity Definitions

Fixed Definitions:

Fixed Annuity An investment vehicle offered by an insurance company that includes a minimum guaranteed interest rate and account value.

Multi-Year Guarantee Annuity (MYGA) An Accumulation Phase Annuity which guarantees an interest rate for the full contract period.

Guarantee Period The period of time during which interest rates are guaranteed by the insurance company.

Renewal Interest Rate The interest rate that will be credited after the initial Guarantee Period.

Rider A contract provision which changes the policy's features or rules. Some riders may allow for additional withdrawal or payout options not available in the base contract.

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Annuity Definitions

Key Features:

Death Benefit The payment made to the Beneficiary upon the death of the Owner as described in the contract.

Penalty-Free Withdrawal

A withdrawal that is permitted from an Annuity without the penalty of a Surrender Charge or Market Value Adjustment.

Surrender Charge Period

The period during which Surrender Charges will be subtracted from an Annuity's Account Value if funds are withdrawn from the Annuity.

Flexible Premium Annuity

An annuity that accepts multiple payments of Premium.

Free-Look Period

The period of time after an Annuity contract is delivered when the Contract Owner may cancel the policy without penalty.
The specifics of the free-look period are set by state regulation.

Single Premium Annuity

An Annuity that accepts either a single payment or a number of payments over a very short period of time.

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Annuity Definitions

Key Features:

Market Value Adjustment (MVA)

An adjustment (positive or negative) that is applied when an account is liquidated early. It is designed to share some of the investment risk associated with the annuity between the contract holder and the company. The way an MVA works is simple. If you make an early liquidation of an annuity that has an MVA, you may have a higher or lower value at the time money is withdrawn.

Generally, if interest rates in the market are higher than when you purchased your annuity, the adjustment may cause your value to be lower. Similarly, if interest rates in the market are lower than when you invested in your annuity, the value may be higher than it would be without the MVA.

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Types of Annuities

SINGLE PREMIUM

An annuity that is started with a single premium payment to the issuing company. No further payments to the plan are required.

FLEXIBLE PREMIUM

An annuity that is purchased with the ability to continue to add funds to the account. Companies and products will differ in the required minimums that can be added to the plans.

IMMEDIATE

An annuity that is purchased with a premium up front in exchange for residual payments after purchase.

DEFERRED

An annuity that will grow tax deferred prior to annuity payments and may be subject to IRS guidelines.

FIXED

An annuity that allows the premiums to accumulate at a rate set by the issuing company.

INDEXED

An annuity that offers indexed-based crediting based upon the performance of an external market. The indexed annuity will generally contain a minimum fixed rate of interest to offset poor market performance.

VARIABLE

An annuity in which the consumer bears the investment risk.

The types of annuities can vary greatly and it is important to ensure that the customer understands all components that their annuity contains. For example explaining the importance of being deferred and indexed since an annuity can provide both options in a single plan.

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Annuity Suitability

Increased regulations for suitability

4-Hour Annuity Course

Many states are now requiring a 4-hour annuity suitability training course*

CA, CO, DC, HI, IN, IA, MN, MT, OR, ND, OH, RI, SC, TX, WV, WI

New states are changing their laws to conform to the new NAIC suitability model regulation

*As of 10/15/2011

Know the customer

Information to obtain:

Age
Annual Income
Financial needs
Resource of funds
Financial experience
Financial objectives
Intended use
Time Horizon
Existing assets
Liquidity needs
Net worth
Risk tolerance
Tax status

Know the product

Understanding and educating the consumer is top priority:

Features of the annuity
Tax benefits
Tax penalties
Annuitization options
Death benefits
Living benefits
Liquidity options
Available riders
Surrender period
Surrender charge schedule
Maturity vs. surrender period
Expenses and/or fees
Limitations on returns

Know the suitability

Key Questions:

Will the consumer benefit from the purchase or exchange?
Will they incur new surrender fees?
Will they be subject to a new surrender period?
Will they lose existing benefits?
Will they be subject to new charges or fees whether for investment advisory or product enhancements?
Does the consumer's investment objective match the product's features?
Have they had an exchange or replacement within the last 36 months?

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Preserve MYGA

Preserve MYGA is a Single Premium Deferred Annuity

Single Premium

When submitting multiple exchanges or rollovers, the client should indicate whether to hold money until all funds are received, or issue multiple contracts.

Duration of Guarantee Rate:

3 – 10 Years

Issue Ages:

Qualified: 0-90 Non-Qualified: 0-90

Issue Amounts:

Qualified: \$5,000-\$1,000,000 Non-Qualified: \$10,000-\$1,000,000

Surrender Charge Period:

YEAR	1	2	3	4	5	6	7	8	9	10
3-YEAR	7	6	5							
4-YEAR	7	6	5	4						
5-YEAR	7	6	5	4	3					
6-YEAR	7	6	5	4	3	2				
7-YEAR	7	6	5	4	3	2	1			
8-YEAR	7	6	5	4	3	2	1	1		
9-YEAR	7	6	5	4	3	2	1	1	1	
10-YEAR	7	6	5	4	3	2	1	1	1	0.75

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Preserve MYGA (cont.)

Contract Facts

Death Benefit:

Contract Value; Surrender Charges and MVA are waived

Annuitization:

Contract may be annuitized at any time for a minimum of 10 years or after the Guarantee period for a minimum of 5 years*

- Options include:
 - Life with a certain period
 - Joint Life
 - Joint Life with a certain period
 - Certain only (5-20 years)
 - COLA – (Cost of Living Adjustment)

*State variations may apply

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Preserve MYGA (cont.)

Free Withdrawals:

The greater of 10% of the Account Value on the previous contract anniversary or the RMD amount is available each year beginning in Year 2 and will be based on the previous anniversary account value.

RMD's in the first year will also be available without a Surrender Charge, however, the client should take the RMD out prior to transferring funds to Guggenheim. A chargeback of commission will be assessed on any RMD taken in the first Contract Year.

Free Look Period: 30 days in all states

Rate Lock Period: 45 days from the date on the application. For rollovers and exchanges, if the money is received within the rate lock period, we will issue the policy at the greater of the rate on the date the application or the rate on the issue date. If money is received after the rate lock period, the rate as of the issue date will be used.

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Preserve MYGA (cont.)

Nursing Home Care Rider:

Guggenheim Life will provide full liquidity to assist with nursing home care expenses , should the need arise, subject to the rider provisions which are: contract issued prior to age 76 and confinement to a nursing home for 90 consecutive days.

Terminal Illness Rider:

If the owner of the contract is diagnosed with a critical illness (heart attack, stroke, or life threatening cancer) or is deemed terminally ill by a physician, Guggenheim Life will provide full liquidity to assist with the additional expenses that may arise. Eligibility is subject to rider provisions which are: Terminal Illness; physician must certify that owner's life expectancy is nine months or less; for one of the critical illness conditions to take effect, the contract must have been purchased prior to the owner's age 70.

Criteria for either rider:

Contract in force for minimum of one year

- No charge or fee associated with either rider
- Availability may vary by state of issue
- A partial or full withdrawal will be available with no surrender charge or MVA

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SPIA

The SPIA is a Single Premium Immediate Annuity

Single Premium

When submitting multiple exchanges or rollovers, the client should indicate whether to hold money until all funds are received or issue multiple contracts.

Issue Ages:

Qualified: 0-90 Non-Qualified: 0-90

Issue Amounts:

Premium must support a periodic payment of \$100.
Maximum of \$1,000,000 without prior approval.

Free Look Period : 30 days in all states

Rate Lock Period : 45 days. For rollovers and exchanges, if the money is received within the rate lock period, we will issue the policy at the greater of the payout available on the date of the application or the payout available on the issue date. If money is received after the rate lock period, the payout available as of the issue date will be used.

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SPIA

Payouts

- Options include:
 - Life Only (if age 70 or younger)
 - Life with a certain period
 - Joint Life
 - Joint Life with a certain period
 - Certain only (5-20 years)

Life only options are limited to those clients under age 70. Clients over age 70 should choose a Life with Certain Period option.

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Course Completion

Please sign and return the course completion page to us via FAX: (317) 574-6278 or by email to: Marketing@Guggenheiminsurance.com

As a representative of Guggenheim Life and Annuity Company (the “Company” or “Guggenheim”), it is important that you understand our Company’s guidelines on sales suitability, regulatory compliance and market conduct. Our Business Guidelines are designed to give you an overview of our guidelines. Agents, and the companies they represent, are being held by the public to a very high standard.

By accepting appointment with our Company, you are agreeing to be bound by the provisions of the guidelines which have been adopted by our Company. If you should have any questions about any of the material included in the guidelines, please feel free to call the Marketing Department at (800) 767-7749.

Please complete the information below and return this certification.

AGENT STATEMENT: By signing below, I acknowledge that I have reviewed this Agent Training in its entirety.

Signature of Agent

Date

Printed Name of Agent

Guggenheim Agent Number

Marketing Organization Affiliation

Senior General Agent Contract

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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.

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 _____

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

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

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 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
10689 North Pennsylvania Street, Suite 200
Indianapolis, IN 46280
Agency@guggenheiminsurance.com

A copy of any notice shall also be sent to:

Chief Legal Officer, Insurance
10689 North Pennsylvania Street, Suite 200
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.

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.

Business Guidelines Certification

As a representative of Guggenheim Life and Annuity Company (the “Company” or “Guggenheim”), it is important that you understand our Company’s guidelines on sales suitability, regulatory compliance and market conduct. Our Business Guidelines are designed to give you an overview of our guidelines. Agents, and the companies they represent, are being held by the public to a very high standard.

By accepting appointment with our Company, you are agreeing to be bound by the provisions of the guidelines which have been adopted by our Company.

If you should have any questions about any of the material included in this guide, please feel free to call the Marketing Department at 800 767 7749.

Please complete the information below and return this certification along with your contracting paperwork and forms.

AGENT STATEMENT

By signing below, I acknowledge that I have reviewed this document in its entirety and that I agree to be bound by the provisions contained in this document, as a condition of being appointed as an agent of the Company.

Signature of Agent _____ Date _____

Printed Agent Name _____

Marketing Organization Affiliation _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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.

Sign Here	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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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
10689 North Pennsylvania Street, Suite 200
Indianapolis, IN 46280
800 767 7749 Phone
317 574 6253 Facsimile

Note: DBA Guggenheim Life and Annuity Insurance Company in California

Certification of Compliance with Massachusetts Security Regulation – 201 CMR 17.00

I, _____ {NAME OF AGENT}, do hereby represent and certify to GUGGENHEIM LIFE AND ANNUITY COMPANY (“Guggenheim Life”), as follows:

- I am a duly appointed producer with Guggenheim Life who has, or intends to, submit business to the company on clients who reside in the Commonwealth of Massachusetts.
- As part of my appointment with Guggenheim Life, I have received, reviewed, a copy of Guggenheim Life’s Business Guidelines and have specifically reviewed Appendix D of that document, concerning Privacy and Security of Residents of Massachusetts, and the complete text of Massachusetts Regulation 201 CMR 17.00 contained therein.
- With respect to all information collected by me or in my possession as part of my business activities on behalf of Guggenheim Life, which qualifies as “Personal Information” about a resident of the Commonwealth of Massachusetts (as such term is defined in 201 CMR 17.00), I hereby certify that I have, in all respects, complied with the requirements of that Regulation in terms of establishing and maintaining a comprehensive information security program, compliant with the standards set forth in Sections 17.03 and 17.04 of that Regulation.

I understand that, by affixing my signature to this document, I am certifying to my compliance in all respects with 201 CMR 17.00 as regards any Personal Information I either own or license on residents of the Commonwealth, and agree that Guggenheim Life may rely on this certification, if required to establish its own responsibility for legal compliance with this Regulation with regard to any Personal Information submitted to Guggenheim Life by me, as its appointed producer.

Signature of Agent/Producer _____

Print Name _____

Date Signed _____