



Third-Party Investment Advisor Withdrawal Authorization Form

The undersigned Owner(s) of the Variable Annuity Contract or Variable Life Insurance Policy ("Contract") identified below, hereby authorizes the Investment Advisory Firm ("Advisor") designated below and any individuals who act on its behalf (collectively, the "Advisor") (i) to be given access to any information with respect to the Contract, and (ii) to make withdrawals from the Contract, and the Advisor accepts such authority, subject to the terms and conditions below. For assistance in completing this form, please call 800-910-7899 from 8:30 a.m. to 7 p.m. Eastern time.

1 OWNER(S) INFORMATION

Contract/Policy Number

Phone Number

Owner's First Name

Owner's Last Name/Trust Name

Joint Owner's First Name

Joint Owner's Last Name

2 TERMS AND CONDITIONS

- A. A variable annuity contract is a tax-advantaged investment vehicle. As a general rule, when gains are distributed from a variable annuity contract, including gains that are part of the investment advisory fees ("Fees") that are paid directly from such contract by its Owner(s) to an investment advisor, such gains are considered taxable distributions and are reported to the Internal Revenue Service ("IRS") on Form 1099-R as ordinary income to Owner(s), which may result in income tax liability. Distributions may also be subject to a federal 10% penalty if the taxpayer is younger than age 59½.
- B. Pursuant to an IRS Private Letter Ruling¹ issued to Fidelity,² Fees that are paid directly from a Fidelity Personal Retirement Annuity Contract by its Owner(s) to an Advisor should not be considered taxable distributions if all the following conditions are met:
1. The Contract is designed for its Owner(s) to receive ongoing investment advice from an appropriately licensed Advisor providing such advice;
 2. The Owner authorizes the Fees be paid to the Advisor from the Contract's cash value;
 3. The amount of the Fees has been determined from a negotiation between the Owner(s) and the Advisor in which each is acting in its own best interest (i.e., an "arm's length transaction");
 4. The Fees will not exceed an amount equal to an annual rate of 1.5% of the Contract's cash value determined as a percentage of the cash value as of the last day of the period in which the advisory services were provided;
 5. The Fees are only for investment advice provided by the Advisor to the Owner(s) with respect to the Contract;
 6. The Fees will not result in any fee reduction related to any other asset or service;
 7. While this Agreement is in effect, the Contract will be solely liable for paying the Fees to the Advisor;
 8. The Owner(s) may not direct payment of the Fees for any other purpose or to any other person or entity; and
 9. The Advisor will not receive a commission from Fidelity for the sale of the Contract.
- C. Owner(s) and Advisor (i) certify that the conditions listed above have been met, and (ii) acknowledge that unless this Form is fully completed and the terms of this Authorization are complied with in full, any Fees paid directly from the Contract will be reported to the IRS as a taxable distribution.
- D. Fidelity has no responsibility or liability (i) to determine that the instructions received from the Advisor are in compliance with the agreement between Owner(s) and Advisor, and (ii) to verify that the amount of fees complies with the amount described in Paragraph B(4). Fidelity does not make any representations or warranties, by accepting instructions or otherwise, concerning the tax treatment of payment of fees under the Internal Revenue Code, as amended, or otherwise. The Company has no responsibility or liability for any taxes, penalties, and/or interest, which may be assessed by the IRS or other administrative tribunal or court arising out of this Authorization.

¹A PLR is based on a specific set of facts and is issued to a specific taxpayer. While a PLR may be an indication of the IRS's current position on an issue, a PLR can be used as precedent only under limited circumstances. Any legal questions should be directed at your legal counsel as the Company and its affiliates cannot provide legal advice.

²Fidelity refers to Fidelity Investments Life Insurance Company and, for New York residents, Empire Fidelity Investments Life Insurance Company.

2 TERMS AND CONDITIONS (CONTINUED)

- E. Owner(s) hereby agrees to indemnify and hold Fidelity, its directors, officers, employees, affiliates and agents, harmless from **and** against any and all claims, losses, liabilities or damages, costs or expenses, including but not limited to taxes, penalties interest and/or reasonable attorney's fees arising out of any Advisor instructions pertaining to the Contract.
- F. All withdrawals made under this Authorization are subject to the terms and conditions of the Contract and the then current prospectus for the Contract, including any limitations on withdrawals and/or any fees associated with withdrawals. Owner(s) must check the Contract and the associated prospectus carefully for details.
- G. This Authorization will not become effective with respect to the Contract until any free-look period has ended.
- H. If a withdrawal made from the Contract under this Authorization is subject to a redemption fee or other charge, the amount withdrawn will be increased above the requested amount in order to generate a net amount sufficient to equal the amount requested by Advisor. Withdrawal requests under this Authorization will not be honored if Fidelity would be required to withhold income tax and/or penalty tax. In such circumstances, Owner(s) must make alternative arrangements with Advisor for payment of Advisor's fees.
- I. If Fidelity complies with its own procedures in connection with withdrawal requests that it believes to be genuine and from a person who it believes to be authorized to act on behalf of Advisor, the Owner(s) will hold harmless Fidelity and its officers, directors, employees, and affiliates from and against any claims, liabilities, losses, or expenses (including reasonable attorney's fees), arising from withdrawals under this Authorization.
- J. This Authorization will terminate immediately if Fidelity receives any of the following in good order at its Service Center:
1. Notification in writing or via phone from any Owner or the Advisor that this Authorization has been terminated;
 2. Total distribution of the Contract;
 3. Instructions to annuitize the Contract;
 4. Proof of death of any Owner;
 5. A transfer of ownership or assignment of the Annuity Contract; and/or
 6. An order of a court of competent jurisdiction superseding the provisions of this Authorization.
- K. Fidelity reserves the right to terminate this Authorization at any time.

3 ADVISOR INFORMATION AND SIGNATURES

Advisor's Firm Name

Tax ID Number

Advisor's Email

Phone Number

Address

Title of Advisor's Authorized Representative

City, State ZIP

X

Name of Advisor's Authorized Representative

SIGNATURE OF ADVISOR'S AUTHORIZED REPRESENTATIVE

DATE

4**OWNER(S) SIGNATURE(S)**

Owner(s) hereby authorize Fidelity to honor withdrawals initiated by any persons Fidelity reasonably believes to be acting on behalf of Advisor subject to the terms and conditions listed above, and to send money directly to Advisor.

Owner(s) hereby direct Fidelity not to withhold income taxes or penalty taxes from withdrawals made under this Authorization. Owner(s) understand that any liability with respect to such taxes are solely the responsibility of Owner(s).

Owner's Name

X

SIGNATURE OF OWNER

DATE

Joint Owner's Name

X

SIGNATURE OF OWNER

DATE

Please mail this form to:

Fidelity Investments
Life Insurance Company
PO Box 770001
Cincinnati, OH 45277-0050

In New York:

Empire Fidelity Investments
Life Insurance Company
PO Box 770001
Cincinnati, OH 45277-0051

Overnight mail:

Fidelity Investments
KC2Q
100 Crosby Parkway
Covington, KY 41015

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