Third Party Investment Adviser Authorization
Form # 7216

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Third Party Investment Adviser Authorization

Contract Information

Annuity Contract Number(s): _____ **Annuitant Name:** _____

Owner Name: _____

Third Party Investment Adviser Information

Registered Investment Adviser Firm Name: _____

Firm Address: _____

Investment Adviser Representative Name: _____

Business Telephone Number: _____ **Email:** _____

Fax: _____ **CRD Number:** _____

Transfer Authorization

I/We hereby authorize AuguStar to (a) release contract information to the above-named Investment Adviser Representative and its designated representative (collectively referred to as the "Adviser") and (b) comply with written, telephone or faxed transfer instructions by the Adviser with respect to the variable annuity contract designated above ("Annuity"). By this authorization, I/We acknowledge and agree that nonpublic personal information will be disclosed to the Adviser. AuguStar will use reasonable procedures to confirm that these instructions are authorized and genuine. If these procedures are followed, AuguStar, its affiliates, directors, trustees, officers, and employees will be held harmless for any claim, liability, loss or cost. This authorization shall remain in effect until the earlier of (1) the termination of this authorization by either the Owner(s) or the Adviser, (2) the full surrender of the annuity, or (3) death of the Owner(s). For purposes of withdrawing this authorization, it is sufficient to obtain termination of authorization from a single Owner if the policy is owned by multiple Owners.

Fee Payment Authorization

I/We authorize AuguStar to comply with written requests by the Adviser to liquidate a given dollar amount in the Annuity to pay advisory fees ("Fees") under an advisory service agreement executed by Owner(s) and the Adviser. I/We understand that AuguStar shall have no responsibility or liability to Owner(s) for verifying the validity and enforceability of such advisory service agreement or for determining whether the instructions received from the Adviser conform to that agreement. Unless directed otherwise by the Owner(s), fees will be deducted pro-rata from the funds in underlying variable portfolios of the Annuity. I/We acknowledge and understand that withdrawals may incur surrender charges, which will require AuguStar to liquidate a larger percentage or dollar amount than the amount required to pay the Fees.

I/We understand that, if applicable, withdrawals may impact rider values and benefits derived from the riders. Riders may also impact whether withdrawals may be made from the Fixed Accumulation Account. I/We expressly authorize AuguStar to liquidate such percentage or dollar amount. AuguStar has no duty to inquire into the amount of the annuity value withdrawn.

A. Redemption Tax Status

☐ **401(k) funding vehicles, IRA, SEP/IRA or 403(b) Annuities**

I/We declare that the Owner(s) is/are solely responsible for the fees and that I/we have executed an agreement with the Adviser which so states. AuguStar will not tax report fee liquidations from qualified annuities but reserves the right to change this tax reporting position at any time upon written notice to the Owner and the Adviser. Such a change will not alter the future payments authorized under this form.

☐ **Non-Qualified Annuity**

I/We understand that the liquidation of Annuity units to pay fees for non-qualified annuities are considered to be constructive income to the Owner(s) to the extent of the contract gain and therefore are subject to income tax and may be subject to a 10 percent federal penalty tax for premature distributions.

B. Income Tax Withholding (for Non-Qualified Annuities **ONLY**)

Federal law requires AuguStar to withhold income tax from any distribution that is subject to tax unless the Owner(s) request(s) that AuguStar not withhold. Withholding applies only to the portion of any distribution that is subject to federal income tax. The Owner(s) may not elect out of withholding unless the Owner(s) has provided AuguStar with a Social Security/Taxpayer I.D. Number and certified that he/she is not subject to backup withholding. If the Owner(s) elect(s) no withholding, or if the Owner(s) do(es) not have enough tax withheld from the distribution, the Owner(s) may have to pay an estimated tax. If the withholding and estimated tax payments are insufficient, the Owner(s) may be penalized under the estimated tax rules. Some states have enacted state tax withholding. Generally, however, an election out of federal tax withholding is also an election out of state tax withholding. I/We elect the following with respect to the payment of fees under this Authorization.

Federal Taxation: If you do not select an option below, we are required to withhold at least 10% of the taxable amount.

☐ I **DO NOT** want to have federal income tax withheld from my withdrawal.

☐ I **DO** want to have _____ % federal income tax withheld from my withdrawal (must be less than 100%.)

Disclaimer and Indemnification

AuguStar makes no representation or warranty by accepting instructions concerning the tax treatment of the payment of fees under the Internal Revenue Code, as amended, or otherwise. AuguStar has no responsibility or liability for any taxes, penalties, and/or interest (individually and collectively referred to as "Loss") arising out of any Adviser-initiated transfer or withdrawal. AuguStar is not responsible and has no liability for any Loss incurred by the Owner(s) as a result of the transactions contemplated by this Authorization except in the event that the Owner(s) suffer(s) any such Loss as a result of the willful misconduct of AuguStar, its employees or agents in processing withdrawal requests made by the Adviser.

Investment Allocation Services Agreement

The Owner(s) and the Adviser agree that the cost of any investment advisory services provided by the Adviser will be deducted from the assets of the Annuity from time to time as described above.

The Owner(s) and the Adviser agree that the Owner(s) shall be solely responsible for the payment of the fee and that AuguStar shall not have any liability whatsoever for payment thereof. The fee shall be deducted directly from the assets of the Annuity and forwarded by AuguStar to the Adviser.

If the assets of the Annuity are insufficient to pay the fee or if the fee should fail to be paid for any reason whatsoever, the Adviser shall have no right to collect the fee from AuguStar. The Adviser's right to receive payment of the Adviser's fee in the manner described in this Authorization is limited solely to the assets of the Annuity.

The Owner(s) acknowledge(s) that AuguStar makes no representation or warranty, either by accepting any instructions from the Adviser to reallocate among the investment options provided under the Annuity (the "Services") or otherwise, concerning the tax treatment of the deduction of the cost of the Services described herein under the Internal Revenue Code or otherwise. AuguStar has no responsibility or liability with respect to the transactions contemplated by this Authorization.

Signature

NOTE: Your signature is **required** to authorize AuguStar to make this Third Party Investment Adviser Authorization effective. If the Owner is a minor, the Custodian or legal guardian must sign on the minor's behalf.

This Authorization will remain in full force and effect until revoked by the Owner(s) or the Adviser by a written notice received at AuguStar's administrative office, or under the applicable terms above. The Owner(s) hereby certify(ies), under penalty of perjury, that he/she is not subject to a backup withholding order under section 3406(c) of the Internal Revenue Code. In addition, the Owner(s) hereby certify(ies), under penalty of perjury, that the Social Security or Tax Identification Number(s) shown on this form is/are correct.

Owner Name (print): _____ Phone Number: _____

Owner* Signature**: _____ Date: _____

Joint Owner Name (print): _____ Phone Number: _____

Joint Owner* Signature**: _____ Date: _____

Adviser Name (print): _____ Phone Number: _____

Adviser Signature: _____ Date: _____

Advisory Fees are to be made payable and sent to: _____

* If you are signing pursuant to a power-of-attorney, guardian, or conservator, you must indicate this after the signature (e.g., Attorney-in-Fact, Guardian, Conservator, etc.)

** **Certification:** I hereby certify that I, the above-signed, am the owner of this annuity contract or, if the contract is trust, custodial, corporate or partnership owned, that I am an authorized signatory thereof and that this request is being submitted in my capacity as an authorized signatory of the trust, custodial account, corporation or partnership. The above-signed hereby agrees, for ourselves, and, if any, our subsidiaries, agents, employees and directors at all times to indemnify and hold harmless AuguStar® Life Insurance Company, each of its subsidiaries, agents, employees and directors against any and all claims, liabilities, damages, demands, actions, controversies, charges, expenses and losses sustained or incurred by AuguStar's actions in making the change requested above and release the same from any liability arising from the execution of this transaction.