



AuguStar<sup>SM</sup> Life Insurance Company  
AuguStar<sup>SM</sup> Life Assurance Corporation

P.O. Box 5308 Cincinnati, Ohio 45201-5308  
Telephone: (888) 925-6446

**Third Party Investment Adviser Authorization Form (For Variable Annuities)**

Registered Investor Adviser Firm \_\_\_\_\_

Firm Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Investment Adviser Representative \_\_\_\_\_ CRD # \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Contract Owner(s)**

Name \_\_\_\_\_ Social Security # or Tax ID \_\_\_\_\_

Name \_\_\_\_\_ Social Security # or Tax ID \_\_\_\_\_

Variable Annuity Contract Number \_\_\_\_\_

In each section, please check the appropriate box(es):

**1. Transfer Authorization**

I/We hereby authorize AuguStar<sup>SM</sup> Life Insurance Company and its subsidiary, AuguStar<sup>SM</sup> Life Assurance Corporation (collectively referred to as "AuguStar<sup>SM</sup>"), 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<sup>SM</sup> will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, AuguStar<sup>SM</sup>, 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 the purpose of this withdrawing authorization, it is sufficient to obtain termination of authorization from a single Owner if the policy is owned by multiple Owners.

**2. Fee Payment Authorization**

I/We authorize AuguStar<sup>SM</sup> 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<sup>SM</sup> 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 conforms 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<sup>SM</sup> 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<sup>SM</sup> to liquidate such percentage or dollar amount. AuguStar<sup>SM</sup> has no duty to inquire into the amount of the annuity value withdrawn.

## 2a. Redemption Tax Status

**401(k) funding vehicles, IRA, SEP/IRA or 403(b) Annuity:**

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<sup>SM</sup> 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 liquidation of Annuity units to pay fees for nonqualified 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.

## 2b. Income Tax Withholding (For non-qualified annuities only)

Federal law requires AuguStar<sup>SM</sup> to withhold income tax from any distribution that is subject to tax unless the Owner(s) request that AuguStar<sup>SM</sup> 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) have provided AuguStar<sup>SM</sup> 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:

I/We do not want federal income tax withheld from any withdrawals.

I/We understand that federal income tax will be withheld from any withdrawals. Please withhold \_\_\_% Federal and \_\_\_\_\_% State income tax from any taxable portion of any withdrawal. If no percentage is stated, AuguStar<sup>SM</sup> will withhold the required maximum amount under federal and state law.

## 3. Disclaimer and Indemnification

AuguStar<sup>SM</sup> 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<sup>SM</sup> 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<sup>SM</sup> 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<sup>SM</sup>, its employees or agents in processing withdrawal requests made by the Adviser.

## 4. Investment Allocation Services Agreement

**4.1** 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 in Section 2.

**4.2** The Owner(s) and the Adviser agree that the Owner(s) shall be solely responsible for the payment of the fee and that AuguStar<sup>SM</sup> 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<sup>SM</sup> to the Adviser.

**4.3** 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<sup>SM</sup>. 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.

**4.4** The Owner(s) acknowledge(s) that AuguStar<sup>SM</sup> 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<sup>SM</sup> has no responsibility or liability with respect to the transactions contemplated by this Authorization.

**5. Signature**

(Your signature is required to authorize AuguStar<sup>SM</sup> 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 Owner(s) or the Adviser by a written notice received at AuguStar's administrative office, or under the applicable terms of Section 1. 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.

Contract Owner(s)  
Signature\*: \_\_\_\_\_ Date \_\_\_\_\_

Contract Owner(s)  
Signature: \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date \_\_\_\_\_

Adviser's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Advisory Fees are to be made payable and sent to: \_\_\_\_\_

\*If trust, custodial, corporate, or partnership owned, must include a title after the signature (e.g. Trustee, Custodian, etc.). If signing pursuant to a power of attorney, must indicate this after signature (e.g. POA, attorney-in-Fact, etc.). If you are signing on the minor's behalf, please indicate your title next to your signature.