GUARDIAN® The Guardian Insurance & Annuity Company, Inc.

DESIGNATION OF BENEFICIARY FORM FOR GIAC NON-QUALIFIED ANNUITIES

First Class Mail - Send To:
The Guardian Insurance & Annuity Company, Inc. (GIAC), Variable Product Issue Department, P.O. Box 26210, Lehigh Valley, PA 18002-6210

Express Mail - Send To:
The Guardian Insurance & Annuity Company, Inc., Variable Product Issue Department, 3900 Burgess Place, #3S, Bethlehem, PA 18017

A. CONTRACT INFORMATION

This form should be used to update beneficiary information on a non-qualified annuity contract. For a qualified annuity, please use "Designation of Beneficiary Form for GIAC Qualified Annuities (EB-015180)".

Contract No.(s) _____ Annuitant _____

Contract Owner _____ Joint Owner (if any) _____

B. DESIGNATION OF BENEFICIARY

Please read provision 4 of the General Provisions before completing this section. If a separate sheet is attached to list beneficiaries, we require the form to be dated and signed by the Contract Owner(s). Beneficiaries are concurrent unless ranked numerically. Shares are equal unless otherwise specified.

Subject to any existing assignment, the Contract Owner(s) may change the beneficiaries during the annuitant's lifetime. The beneficiary(ies) designation under the contract(s) shall be as follows, all prior designations of beneficiary(ies) and modes of settlement thereunder being revoked.

Primary Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

Primary Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

Primary Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

Contingent Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

Contingent Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

Contingent Beneficiary | Relationship to Annuitant | SS# or Tax ID# | Date of Birth | Numerical Rank* | % Share
Street Address (No P.O. Boxes, please) | City | State | Zip | Age

** For contingent beneficiaries only*

EB-01518101080101

C. SIGNATURES *(GIAC Customer Service Office is Authorized to Make Clarifying Statements.)*

I hereby make the foregoing beneficiary designations and revoke any previous beneficiary designations. I understand that this beneficiary designation may have important tax or estate planning effects.

The General Provisions printed or written by GIAC below are part of this request. I have reviewed and understand the General Provisions.

Date

Contract Owner's Signature

Joint Contract Owner's Signature (if applicable)

This is to certify that this notice of beneficiary change has been recorded at GIAC's Customer Service Office.

Change Registrar

Secretary

GENERAL PROVISIONS

1. A request for change in beneficiary must be sent by you as owner to GIAC's Customer Service Office in a written format satisfactory to GIAC. Such change must be submitted to GIAC during the annuitant's lifetime. Unless GIAC deems otherwise, such change will take effect when recorded in the GIAC Customer Service Office using the date you signed the request. The change will not apply to any payments made or actions taken by GIAC before the request is received.
2. The interest of any beneficiary shall be subordinate to any assignment of the contract received and accepted by GIAC, whether the assignment was made before or after the designation of such beneficiary.
3. **Joint Owners (for non-qualified contracts only)**
   When there is more than one named contract owner, the owners are considered joint owners possessing an undivided interest in the contract. If one joint owner is the annuitant, and dies, then the contract is paid out to the beneficiary. If a joint owner dies, and the surviving joint owner is an annuitant, ownership passes to the surviving joint owner(s). When that joint owner dies, ownership passes to the beneficiary(ies). If no beneficiary is named, ownership passes to the estate of the last surviving joint owner. The ownership rights may only be exercised jointly by living joint owners.
4. If you want a distribution of the death benefit proceeds that is not provided for by the terms of your contract, you must give us specific and detailed instructions. **Writing 'per stirpes' on this form will not be sufficient to satisfy our requirements and we will pay the death benefit as if there was no beneficiary designation.**
   Concurrent Beneficiaries If you choose to name more than one beneficiary and do not number them, GIAC considers them to be concurrent beneficiaries. The death benefit will be paid to the living concurrent beneficiaries. Shares are equal unless otherwise specified in Section B. If the shares are equal, the share of a concurrent beneficiary who predeceases both the owner and the annuitant will be shared equally by the surviving concurrent beneficiaries. If you specify unequal shares and a concurrent beneficiary predeceases both the owner and the annuitant, the beneficiary of that share will be the owner or the owner's estate.
   Contingent Beneficiaries You may number those beneficiaries in Section B to name contingent beneficiaries. If you number the beneficiaries, the beneficiaries of the entire death benefit will be the living person(s) designated by the lowest number.
   No Living Beneficiary(ies) Unless otherwise provided, if no named beneficiary is living on the date required by the terms of the contract, the owner (or last surviving joint owner) is the beneficiary.

   If the owner(s) dies, the beneficiary(ies) becomes the owner. However, there are certain requirements for distribution of the interest in the entire contract after the death of the owner. These requirements are more fully explained in the contract.
5. The right to change the beneficiary is reserved to the owner.
6. If a trustee is designated as a beneficiary and the trust is not in force at the annuitant's death, the proceeds will be paid as though a natural beneficiary had died before the annuitant. GIAC will not be responsible for the application, disposition or use of any payments to or action taken by a trustee and will be fully discharged in making any such payment and relying on any such action.
7. GIAC may, if it deems necessary, request and rely upon an affidavit by any beneficiary, or upon other written evidence deemed satisfactory to it, relating to the name, marriage, death, date of birth, address, signature and any other facts concerning any owner, annuitant or beneficiary and is released from all liability and responsibility in relying and acting thereon. If this notice is not satisfactory, the right is reserved to GIAC to declare it of no binding effect.
8. GIAC will not be responsible for any tax consequences arising from the change in beneficiary.

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