

**SBLI**



New Agent Name: \_\_\_\_\_

States to be appointed in: \_\_\_\_\_  
*(Attach license copies)*

**Anti-Money Laundering (AML) Training Requirements:**

AML training was completed through LIMRA on: \_\_\_\_/\_\_\_\_/\_\_\_\_

AML training was completed through an independent program on: \_\_\_\_/\_\_\_\_/\_\_\_\_ *(Certificate Attached)*

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I hereby authorize Oak Tree Financial, Inc. to obtain a consumer report or investigative consumer report about me. I further authorize any employer, insurance company, general or managing agent, school, financial institution, consumer reporting agency, criminal justice agency, regulatory authority or individual having information about myself- including without limitation information regarding my past and present employment, academic record, record of arrest, conviction and regulatory sanctions, credit worthiness, credit standing, credit capacity, character, general reputation, person characteristics and mode of living – to release such information to Oak Tree Financial, Inc. or any consumer reporting agency that is preparing a consumer report of investigative consumer report about myself for Oak Tree Financial, Inc.

I HAVE READ AND UNDERSTAND THE REPORTING AND DISCLOSURE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

I AUTHORIZE THE RELEASE OF INFORMATION ACCORDING TO THE TERMS OF THE AUTHORIZATION FOR RELEASE OF INFORMATION SET FORTH ABOVE.

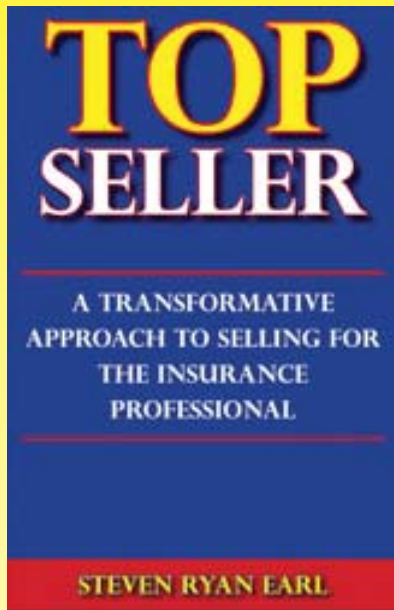
Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Appointment Requirements:**

- \_\_\_\_\_ Complete and sign Producer Bio Form
- \_\_\_\_\_ Complete and sign Producer Agreement
- \_\_\_\_\_ Complete and sign W-9
- \_\_\_\_\_ **REQUIRED:** Complete EFT form and attached a voided check copy
- \_\_\_\_\_ **REQUIRED:** Attach current copy of Resident State Life License (non-resident fees apply)
- \_\_\_\_\_ **REQUIRED:** Attach current copy of E&O declaration page
- \_\_\_\_\_ **Pre-Appointment States:** GA, NC, and PA

**Please return to:**  
**OAKTREE Brokerage**  
**4227 Lafayette Center Drive, Ste. A**  
**Chantilly, VA 20151**  
**Ph.: 800-842-9124**  
**Fax: 800-586-7905**  
**www.oaktreeus.com**

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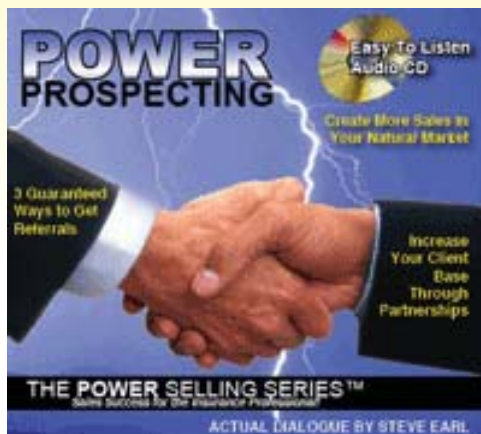
This book is the unequivocal guide for the insurance professionals who want to take their sales to the next level. Steven Earl, creator of The Power Selling Series, leads you on a path of sales discovery, with his unique perspective on the sales process. Top Seller will transform your selling into an unlimited sales business by showing you how to:

- **Develop your "You Product"**
- **Prospect with guaranteed referral systems**
- **Create money-making sales partnerships**
- **Develop unlimited sales leads**
- **Avoid the pitfalls every insurance agent makes**

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THE NO NONSENSE LIFE INSURANCE COMPANY®

The Savings Bank Life Insurance Company of Massachusetts  
One Linscott Road, Woburn, MA 01801  
1-888-224-7254  
www.sbliagent.com

To: SBLI

Attn: Records Dept - email: [Records@sbli.com](mailto:Records@sbli.com) (preferred method)  
fax: 781-994-4240

From: Agency Name: \_\_\_\_\_

Agency Number: \_\_\_\_\_

Enclosed is licensing for: \_\_\_\_\_

**First Application should be attached. SBLI's Pre-appointment states: IN, OR, PA & UT.**

**DOCUMENT CHECKLIST**

The following documents have been attached:

- Agent Appt. Application       License (pertaining to first application attached)
- Producer's Agreement      SBLI's Replacement Policy (MT-20)
- W-9 (if commissions payable to agency, only corp W9 needed)

**COMMISSION SCHEDULE**

Please Circle one:

|             |    |    |     |    |    |    |                  |
|-------------|----|----|-----|----|----|----|------------------|
| LIFE -      | I  | II | III | IV | V  | VI | VIa (subGA only) |
| ANNUITIES - | OA | OB | OC  | OD | OE | OF |                  |

**AGENT SITE**

Agents will be given access to our agent site to get forms and view commissions information. Personal email of agent:

\_\_\_\_\_@\_\_\_\_\_

Would you like your agents to view pending business as well?  Yes  No

**CASE MANAGER**

Case manager contact information for New Business & Underwriting:

Name \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Phone \_\_\_\_\_

**CONFIRMATION OF SET UP**

Confirmation agent set up is complete should be emailed to:

\_\_\_\_\_@\_\_\_\_\_

**Application Licensing Information**

State of License/Issue State \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



THE NO NONSENSE LIFE INSURANCE COMPANY®

Agent Appointment Application

The Savings Bank Life Insurance Company of Massachusetts
One Linscott Road, Woburn, MA 01801
1-888-224-7254
www.sbliagent.com

Producers must be licensed & appointed in the following states prior to the execution of any customer applications: Indiana, Oregon, Pennsylvania & Utah.

Section I- INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL
REQUIRED INFORMATION

Social Security Number: Sex: Male Female

Name: Last First Middle Initial

Date of Birth: Month Day Year E-Mail Address:

Business Phone: Fax Number:

Business Name:

Business Address: Street Suite Number City State Zip

Home Address: Street Apt. Number City State Zip

Home Phone:

Do you have errors and omissions coverage? YES NO

If you are a general agent, does your E&O policy cover agent/broker activity? YES NO

E&O Carrier: Policy Number:

Effective Date: Expiration Date:

Section II - COMMISSIONS

Make commissions payable to:

If payable to a business entity, please do the following:

- 1. Complete Corporate Applicants & Partnership-Required Information Section III
2. Complete form W9

You are allowed to designate third parties to receive your commissions under the following circumstances:

- Unlicensed persons or entities (including Insurance Agencies) provided they were not involved in the sale.
• For CA, FL, GA, KS, LA, MT, NM, TX, VA and WI, a payee must be licensed.
• For FL and VA, a payee must be licensed and appointed by SBLI.

If you designate a non-licensed or appointed person or entity, you certify that the person on entity will not be involved in the sales.

**Section III CORPORATE APPLICANTS & PARTNERSHIP  
REQUIRED INFORMATION**

Tax ID Number: \_\_\_\_\_ Entity Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

Principal for Corporate or Partnership Records: \_\_\_\_\_  
*(Background information in next section should pertain to writing agent.)*

Name of Primary Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Section IV – BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS**

***Please provide complete details for any “yes” answers on a separate sheet. If this is a corporate application, the questions should be answered about the agency principal.***

- 1 Do you have any outstanding and/or unsatisfied judgments or liens or any charge-offs or any debit balances with any insurance company?  YES  NO
- 2 Have you ever been declared bankrupt or insolvent either personally or in business or do you have a bankruptcy pending?  YES  NO
- 3 Have you ever been charged with, convicted of, or plead no contest to any felony or misdemeanor, violation of any state insurance regulations or statutes, or violation of any federal and state securities or investment regulations?  YES  NO
- 4 Have you ever been the subject of an insurance or investment related consumer initiated complaint?  YES  NO
- 5 Have you ever had an insurance license denied, revoked, canceled or suspended by any state?  YES  NO
- 6 Are you now the subject of any complaint, investigation or proceeding which could result in a yes answer to any of the above questions?  YES  NO
- 7 Has any securities or insurance brokerage firm or insurer with whom you have had a relationship ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association?  YES  NO

**Section V – ANTI-MONEY LAUNDERING TRAINING CERTIFICATION**

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the agent below has been trained under Anti-Money Laundering Regulations.

Course name & Provider: \_\_\_\_\_

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

\*Please attach a copy of the certification/letter from your Broker/Dealer or carrier indicating course completion.

**Section VI- DISCLOSURE & AUTHORIZATION**

**FAIR CREDIT REPORTING ACT DISCLOSURE**

Pursuant to the Fair Credit Reporting Act (FCRA), the Savings Bank Life Insurance Company of Massachusetts (SBLI) hereby discloses to you that investigative consumer reports containing information including but not limited to your character, general reputation, personal characteristics, mode of living, work habits, experience, reasons for termination of past employment, professional licenses or credentials, financial/credit history, or criminal/civil/driving record history may be generated in connection with your application for appointment or for any appointment purpose at any time during your appointment. The investigative consumer reports are provided to SBLI by GENERAL INFORMATION SERVICES, INC. (GIS), P.O. Box 353, Chapin, SC 29036, (866) 265-4917. A complete and accurate disclosure of the nature and scope of the investigation will be provided to you upon your written request.

**For California/Minnesota/Oklahoma applicants:** Please check here to receive a copy of the investigative consumer report:

**ACKNOWLEDGEMENT, AUTHORIZATION & CERTIFICATION**

I authorize SBLI to procure consumer reports and/or investigative consumer reports for appointment purposes, including, without limitation, reports regarding character, general reputation, personal characteristics, mode of living, work habits, performance or experience, reasons for termination of past employment/professional license or credentials, financial/credit history, or criminal/civil/driving in connection with my application for appointment. The nature and scope of the information that SBLI will be requesting and reviewing may include: criminal, education, employment, military, fingerprint and Department of Motor Vehicles records; social security number trace; regulatory reporting history; and address history. SBLI will be obtaining this report from GIS at the address listed in the above disclosure statement.

I understand that this authorization shall remain on file and shall serve as a continuing authorization for SBLI to procure investigative consumer reports for appointment purposes at any time during my appointment. This authorization shall be valid in original, faxed or photocopied form. This authorization shall expire upon termination of my appointment with SBLI.

Under penalties of perjury, I hereby certify that all of the information herein is accurate and complete. I acknowledge and agree that my appointment will, in part, be based on this application for appointment and background information, and any falsification, misrepresentation or omission of information may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by SBLI whenever discovered. I acknowledge that I have received and read the above disclosure statement, and that I understand it.

\_\_\_\_\_  
Print Agent Name

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date

## SBLI's Replacement Policy

SBLI does not encourage Producers to use the replacement of life insurance policies or annuity contracts as a marketing practice unless it specifically is to the benefit of the customer. All producers are responsible for knowing and are expected to comply with SBLI's replacement policies and guidelines in addition to any state regulations regarding replacement.

A replacement occurs when a customer cancels or lapses all or part of an existing life insurance policy or annuity contract in favor of a new one. When a customer uses or intends to use funds obtained by the withdrawal, surrender, or borrowing of values from an existing life insurance policy to pay all or part of a premium due on a new policy, it is a Financed Purchase Transaction and is treated as a replacement.

When a transaction meets this definition, the replacement question on the Application should be answered yes, the Producer Replacement Check List and Transmittal Form should be completed and the producer should be in compliance with all replacement requirements. An applicant should receive all information necessary to make a decision in his or her best interest, including complying with state requirements and reading the notice regarding replacement. **These new procedures apply when any applicant has an existing life insurance policy or annuity contract, whether or not they answer yes to the replacement question.**

All individualized sales materials, including illustrations or disclosure documents used in the transaction, as well as the applicable replacement form must be submitted to SBLI's home office with the application.

There are situations where there can be a "Good Replacement". A "Good Replacement" should have the following characteristics:

- It benefits the client in the short and long term with no adverse effect.
- The new policy is less expensive.
- No features or benefits are lost, such as lower death benefits, surrender charges, cash values or higher guaranteed interest rates.
- No loss of favorable tax benefits occurs.
- No loss of benefits provided by rider, such as guaranteed insurability or waiver of premium occurs.
- New contestability and suicide clauses are explained and are not of significance to the applicant.
- For some replacements, including surrenders and exchanges, the insured should be informed that the new policy will be credited with the time that has elapsed, under the old policy, relative to the suicide and incontestability period. This rule only applies up to the face amount of the old policy.

Compensation for internal replacements, surrenders and exchanges will be adjusted according to company guidelines.

I have read the above policy and will comply with all requirements.

\_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS**  
**PRODUCERS AGREEMENT**  
**General Agency**

This Producer Agreement (the "Agreement"), dated \_\_\_\_\_ (the "Effective Date") is by and between the Savings Bank Life Insurance Company of Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, MA (the "Company" or "SBLI") and \_\_\_\_\_ located at \_\_\_\_\_ (the "Producer") and \_\_\_\_\_ located at \_\_\_\_\_ (the "General Agent").

The Producer is a: Corporation  Partnership  Individual

**I. Section One: Authorization, Duties & Limitations of Authority**

- A. Authorization: The Company hereby appoints the Producer and the Producer accepts such appointment to submit applications and initial premiums for individual life insurance policies and annuity contracts issued by the Company, and for such other incidental purposes.
- B. Duties of the Producer: The Producer shall:
1. Comply with all applicable state licensing requirements.
  2. Solicit and promptly transmit applications for policies to be issued by the Company;
  3. Render services to policyholders and beneficiaries of policies as required by the Company;
  4. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by the Producer as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. The Producer may not offset compensation or other amounts owed to Producer against any premiums held in trust for the benefit of the Company;
  5. Promptly forward to the Company all information which comes into the Producer's possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
  6. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;
  7. Allow the Company, its representatives and accountants to conduct at any time, with prior written notice, whatever audit of Producer's books and records the Company deems necessary with respect to the business transacted by Producer under this Agreement;
  8. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
  9. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct oneself so as not to affect adversely the business or reputation of the Company;
  10. Comply with all rules, procedures and regulations of the Company;
  11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
  12. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
  13. Keep regular and accurate accounts of all transactions under its appointment in a format approved by the Company.
- C. Limitations of the Producer's Authority: Producer shall not have authority to, nor shall Producer represent having such authority to do, any of the following:
1. Hold oneself out as an employee, partner, joint venturer or associate of the Company;



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2. Hold oneself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions;
5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
7. Incur any debts or liability for or against the Company.

**II. Section Two: Compensation**

- A. Commissions: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. Forfeiture: If at any time Producer engages in the conduct described below, Producer will forfeit the right to all commissions from and after that time, and all commissions will become the Company's property:
  1. Withhold or misappropriate any money or other property belonging to the Company;
  2. Subject the Company to liability due to Producer's misfeasance or malfeasance;
  3. Commit an act of fraud or embezzlement;
  4. Fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
  5. Fail to conform to the rules and regulations of the Company;
  6. Engage in conduct that is grounds for suspension, revocation or termination of Producer's insurance license;
  7. Without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
  8. Fail to pay any indebtedness to the Company on demand;
  9. Systematically replace the Company's policies with other companies' policies.
- C. Refunds: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.

**III. Section Three: Debts**

If the Producer, or the Producer's assignee(s), owes money to the Company or any of its affiliates at any time for any reason:

1. Any amounts (including commissions) that the Producer or Producer's assignee(s) must repay to the Company or any of its affiliates are debts that are due and payable upon demand;
2. Interest may accrue and be payable on any debt beginning on the date of the event that creates the obligation of payment;
3. Interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge Producer costs and reasonable fees (including attorney's fees) if the debt is referred to a third party for collection;

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4. Any amounts that the Producer or the Producer's assignees owes to the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to the Producer or Producer's assignee(s), which first lien is hereby granted to the Company by the Producer and the lien hereby created shall not be extinguished by the termination of this Agreement;
5. Any amounts payable or that become payable to the Producer hereunder shall be subject to a lien and right of setoff for any debt from the Producer to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
6. Because the Producer's commission earnings act as security (under the previous paragraph) for any amounts that the Producer or Producer's assignee(s) owes to the Company, or any of its affiliates, the Producer agrees that with respect to any policies to which this Agreement relates, the Producer will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by the Producer or any of Producer's assignee(s) (including after termination of this Agreement).
7. The Company may recover any amounts advanced to the Producer or the Producer's assignee(s) or any amounts paid on the Producer's behalf by the Company or its affiliates, or any amounts charged to Producer or Producer's assignee(s) under this Agreement from any commissions or other compensation due to the Producer from the Company but not yet paid. Additionally, the Company may recover from Producer, without first exhausting its remedies at law, any amounts owed to the Company by the Producer or Producer's assignee(s) under this Agreement.
8. Upon termination of this Agreement, the Producer must promptly pay, on demand, any debts owed by the Producer or Producer's assignee(s), including any chargebacks payable and remaining due, to the Company. Repayment is required even for chargebacks made on or after the termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**IV. Section Four: Term & Termination**

- A. Term: The term ("Term") of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this section. However, Sections three (3), four (4), seven (7), eight (8), twelve (12), thirteen (13), and fourteen (14) will survive any termination of this Agreement.
- B. Voluntary Termination: The Agreement may be terminated at any time by either the Company or the Producer, with or without cause, by providing a notice of termination to the other party in accordance with Section 16 of this Agreement. Neither party shall commence suit against the other party for improper termination if proper prior written notice is provided.
- C. Automatic Termination: This Agreement terminates automatically:
  1. Upon the revocation, termination or nonrenewal of the Producer's license; or,
  2. Upon the dissolution of the Company or the disqualification of the Company to do business under any applicable laws.

**V. Section Five: Territory**

The Producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

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**VI. Section Six: The Company's Right to Reject Applications and Cancel or Rescind Policies**

The Company reserves the right, in its sole discretion and without liability to the Producer, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.

**VII. Section Seven: Marketing & Trademarks**

The Producer shall obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.

**VIII. Section Eight: Intellectual Property & Confidentiality**

- A. Customer Lists: Producer acknowledges that the list of names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through the Producer shall be owned fully and equally by both parties. The Company reserves the right to communicate directly with any of its customers produced by the Producer provided that, during the pendency of this Agreement, it shall not solicit the same, for additional coverage or other products or programs marketed by or offered by the Company without first obtaining the written approval of the Producer.
- B. Proprietary Information: All the information and materials provided by the Company to the Producer remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. The Producer shall not disclose any such information or materials or use them except as may be required to carry out its obligations under this Agreement. All underwriting records, claim records, applications, claim forms and correspondence relative to the insurance provided under the Policy are the property of the Company. The Producer shall protect the confidentiality of all such documents and records. Any such material in the Producer's possession shall be promptly delivered to the Company on demand.
- C. Confidentiality: Except as authorized under this Agreement or by the Company, Producer shall not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list(s) of SBLI policyholders or any other proprietary information as defined, either during the term of this Agreement or at any time after its termination.

**IX. Section Nine: Replacement**

Producer shall refrain from taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.

**X. Section Ten: No Petition**

The Company and the Producer acknowledge that injunctive relief to restrain any threatened or further violation of this Agreement is appropriate and necessary since there may be no adequate remedy at law to protect unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for Company coverage and has failed to remit the same to the Company.

**THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS  
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**XI. Section Eleven: Assignment**

The rights and responsibilities of the parties under this Agreement may not be assigned, delegated or assumed without express written mutual consent.

**XII. Section Twelve: Governing Law and Venue**

This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts. The parties acknowledge that this Agreement has a substantial legal nexus to Massachusetts and that any disputes arising hereunder or related hereto shall be exclusively resolved in the courts of Middlesex County Massachusetts or the Federal Courts in Suffolk County Massachusetts. The Producer hereby irrevocably waives any objection to the venue in such courts.

**XIII. Section Thirteen: Conflict of Law**

If any term or provision of this contract shall be found to be void or unenforceable under any applicable law, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.

**XIV. Section Fourteen: Indemnification**

The Producer shall at all times indemnify and hold harmless the Company from any, losses, damages, claims, judgments, settlements, attorney's fees, expenses (including the Company's legal expenses) and liability, of any character, type or description, arising out of any negligence, gross negligence, malfeasance, errors or omissions by Producer or by any of Producer's officers, employees, agents, independent contractors and sub-producers, if any.

**XV. Section Fifteen: Litigation**

The Producer shall not initiate any litigation related to Company or Company's products in any dispute between itself and any applicant or policyholder of the Company without prior written consent of the Company.

**XVI. Section Sixteen: Notice**

All notices required under the terms and provisions of this Agreement shall be in writing, either delivered by hand or by mail and any such notice shall be effective when received at the address specified below and deemed given upon receipt by the designated recipient at the address provided below. A party may change the name or address of a designated recipient by giving written notice to the other party.

If to the Company: The Savings Bank Life Insurance Company of Massachusetts, P.O. Box 4048, One Linscott Road, Woburn, MA, 01801

If to the Producer: \_\_\_\_\_  
\_\_\_\_\_

**XVII. Section Seventeen: Headings**

The descriptive headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

**XVIII. Section Eighteen: Waiver**

No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

**THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS  
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**XIX. Section Nineteen: Amendments**

This Agreement may be subsequently amended only by a written instrument, executed by the President or a Vice President of the Company and the Producer. However, the Company may at any time unilaterally amend the schedule attached to this Agreement upon written notice to the Producer.

**XX. Section Twenty: Errors & Omissions Coverage**

At all times Producer shall obtain and maintain Errors & Omissions Professional Liability Insurance Coverage in compliance with the rules of the Company now in force and as may hereafter be revised or adopted. The Producer shall provide Company with evidence of all coverages herein upon demand.

**XXI. Section Twenty One: Entire Agreement**

This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings of the parties.

IN WITNESS WHEREOF, this Agreement has been signed by the parties.

The Savings Bank Life Insurance Company of Massachusetts

By: \_\_\_\_\_ Date: \_\_\_\_\_

Producer

By: \_\_\_\_\_ Date: \_\_\_\_\_

General Agent

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Producer

By: \_\_\_\_\_ Date: \_\_\_\_\_



THE NO NONSENSE LIFE INSURANCE COMPANY®

The Savings Bank Life Insurance Company of Massachusetts  
P.O. Box 4048, Woburn, MA 01888  
Telephone: (888) 224-7254 www.sbliagent.com

Request for  
Direct Deposit of Commissions

Producer Name: \_\_\_\_\_

SBLI Producer No: \_\_\_ \_\_\_ / \_\_\_ \_\_\_

Account Name:\* \_\_\_\_\_

Bank Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABA Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Bank Account: Checking: \_\_\_ Savings: \_\_\_

I (we) hereby authorize The Savings Bank Life Insurance Company of Massachusetts (SBLI) to initiate electronic credit entries for and or/deposit all commission payments for the above mentioned producer, as they become due, to my (our) account at the depository bank listed above. I (we) understand that this agreement shall remain in effect until SBLI has received written notice from me (or either of us) of its termination and has reasonable time and opportunity to act.

I (we) understand that if it shall be found that, as to any payment, the amount of which was deposited as herein provided, I (we) was not entitled thereto, I hereby authorize the said depository bank to refund the amount of any such payment to SBLI and to charge to the account listed above the amount of any sum so refunded.

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of 2nd Depositor: \_\_\_\_\_ Date: \_\_\_\_\_

**Complete and return this form to:**

**E-mail: Records@SBLI.com**

**Fax: (781) 994-4240**

**Mail: SBLI**

**P.O. Box 4048**

**Woburn, MA 01888**

**Be sure to include a voided check**

The diagram shows a voided check with the following fields and callouts:

- A**: Account Owner Name (John Doe, 123 Main Street, Any Town, State 00000)
- B**: Financial Institution (Bank Name)
- C**: Bank Routing Number (213424214, 1234321421)
- D**: Account Number

Other fields on the check include: Date, Pay to the Order of, \$, and For.

A – Account Owner Name B – Financial Institution C – Bank Routing Number D – Account Number

# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | <b>5</b> Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)  |
|   | <b>6</b> City, state, and ZIP code  |  |
|   | <b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://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](http://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](http://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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 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 made in settlement of payment card and third party network transactions, 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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br><br>The actual owner <sup>1</sup>                                   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations 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 <sup>4</sup>   |
| 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 Regulations section 1.671-4(b)(2)(i)(B))  | The trust   |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 2.

\*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, 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](mailto: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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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. commonwealths and 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.