



New Agent Name: _____

Appointing Agent: _____

Appointing Agent Contracted?

If **YES**, give agent code # _____

If **NO**, please attach contracts and license(s)

Anti-Money Laundering (AML) Training Requirements:

_____ AML training was completed through LIMRA on: _____/_____/_____

_____ AML training was completed through an independent program:

COMPLETION CERTIFICATE ATTACHED

Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice. I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing. I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original. I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.

Signature of Agent: _____ Date: _____

Appointment Requirements:

_____ Complete and Sign Agency Agreement

_____ Signed Commission Schedule

_____ **REQUIRED:** Signed Background Check Authorization Form

_____ **REQUIRED:** Complete EFT form and attached a voided check copy

_____ **REQUIRED:** Completed and signed W-9

_____ **REQUIRED:** Attach current copy E&O declaration page

_____ Attach current copy of Resident State Life License

Please return to:

Oak Tree Life and Annuity Brokerage

505 Carter Street

Bristol, VA 24201

Ph.: 276-591-1341 /Fax: 276-591-1344

www.oaktreeus.com



Bankers Life Insurance Company

11101 Roosevelt Blvd N. Suite 301, St. Petersburg, FL
33716 Phone (800) 839-2731 | Fax (800) 946-3306

www.bankerslifeinsurance.com

Contracting Checklist

Before we can process your contracting request, please complete the following checklist and return it with all the required forms. The purpose of this checklist is to assist you with each step that must be completed for your agent appointment.

- ☐ A signed and completed Agency Agreement
- ☐ A copy of the signed commission schedule
- ☐ A signed Background Check Authorization form
- ☐ A copy of your current insurance license(s)
- ☐ A completed and signed W9
- ☐ A voided check for direct deposit
- ☐ A copy of current E&O Certificate of Insurance
- ☐ 4 Hour Annuity Suitability training certificate (if applicable). To confirm if this is required, go to <https://secure.reged.com/TrainingPlatform/>
- ☐ Carrier specific product training log into www.bankerslifeinsurance.com
 1. Agent ID: PT0000
 2. Password: training
 3. Under the Agents header, click Training - Bankers
 4. Read through the training material – all three tabs
 5. Type in your name
 6. Type in the last four digits of your SS#
 7. Click “I Agree”
- ☐ Written explanation regarding any “YES” answers in the Producers History
- ☐ Anti – Money Laundering Course certificate. If you completed the course through LIMRA, we can verify the completion date. Any other provider, please send a copy of the Course completion certificate (dated within the past two years). **IF NO, YOU MUST COMPLETE THE COURSE BEFORE BUSINESS IS ISSUED.** Contact us for instructions on how to complete this.

Thank you for your cooperation. We look forward to earning your business!

(For Contracting Help, please call Addie Ditmars, Licensing and Contracting 1-800-839-2731 ext. 4471)



Bankers Life Insurance Company

11101 Roosevelt Blvd N. Suite 301, St. Petersburg, FL
33716 800-839-2731 | Fax 800-946-3306

AGENCY QUESTIONNAIRE

PRODUCER HISTORY

1. WRITING AGREEMENT

Please Print in Black Ink

Agency Name (if applicable)		Agent's name		Date of Birth	Sex
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		<input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> LUTCF <input type="checkbox"/> RHU <input type="checkbox"/> FLMI <input type="checkbox"/> Other:			
Home Address		City		State	Zip
Business Address		City		State	Zip
Home Phone	Work Phone	Cell Phone	Fax Number		
E-mail Address			Send all mail to:		Best time to call:
			<input type="checkbox"/> Business <input type="checkbox"/> Home		<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
Agency Taxpayer Identification Number		Agent Social Security Number			

2. Licensing Questions

- a. Have you ever been appointed with Bankers Life Insurance Company? ☐ Yes ☐ No
If yes, when? _____ Agent Number _____
- b. To your knowledge, are you presently the subject of any investigation or proceeding by any insurance, securities, or commodities agency, jurisdiction, or organization? ☐ Yes ☐ No
- c. Are you now or have you ever been a defendant in any litigation alleging the violation of any agreement with or provision of any insurance securities or commodities law or regulation? ☐ Yes ☐ No
- d. Has any insurance company within the past 10 years canceled any contract with you for any reason other than the nonproduction of business or at your request? ☐ Yes ☐ No
- e. Have you ever been convicted for any crime other than a traffic violation or been charged with any misconduct or irregularity in the performance of your duties, or with misappropriating or converting monies of others or improperly withholding monies? ☐ Yes ☐ No
- f. Do you have any judgments, tax liens, bad debts, or collections items of any kind against you? ☐ Yes ☐ No
- g. Are you indebted to any insurance company, general agent, or manager (including debit balances)? ☐ Yes ☐ No
- h. Have you or your corporation filed for bankruptcy under any bankruptcy act in the last 5 years? ☐ Yes ☐ No
If yes, please forward copy of filing and discharge.
- i. During the past 10 years, has any commissioner or any Department of Insurance or any stock exchange suspended, canceled, or revoked any license issued to you, fined you or ever refused to issue or renew any such license for any reason whatsoever? ☐ Yes ☐ No
- j. Have you ever had any complaints, including but not limited to complaints with an Insurance Department or Insurance Company filed against you? ☐ Yes ☐ No
- k. Employment History – List current company appointments and prior appointments for the past five years. Attach additional sheets if necessary.

Company

From/To

3. EXPLANATION – Please explain any “Yes” answers here; attach additional sheets if necessary.

4. ILLUSTRATION SOFTWARE – Go to www.bankerslifeinsurance.com to run an illustration.

AGENCY AGREEMENT

This Agency Agreement (the "Agency Agreement") is entered into between Bankers Life Insurance Company (together with its affiliates and subsidiaries, the "Company") and _____ ("Agency").

Agency has completed a questionnaire (the "Agency Questionnaire") seeking to write insurances policies and/or annuity contracts (any such policy or contract a "Policy") listed on the attached commission schedule (the "Commission Schedule"). Company has relied upon Agency's responses to the Agency Questionnaire in determining to enter into this Agency Agreement.

Agency acknowledges that Company has informed it of its practice to perform routine investigative reports on Agency and its producers for licensing purposes, initial and renewal state appointments, and at any time Company, at its discretion, deems it necessary to conduct background investigations. Agency expressly authorizes Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide Company all requested information. Agency hereby releases from liability all persons and entities which supply any information to Company and agrees to provide these reports and any other pertinent information to any affiliated companies and to third parties where the third parties' legal interests and/or obligations are involved. Agency also authorizes Company to distribute any financial, business, legal, tax or work performance history regarding Agency (that it receives from third parties, from any affiliated companies, or which is generated by Company or from any affiliated companies' data source that is not part of the investigative report) to all affiliated companies or to third parties; including, but not limited to, agents or agencies that assume Agency's debit balance responsibilities.

This Agency Agreement, together with the Agency Questionnaire, Terms and Conditions, Commission Schedule and Upline Guarantee (collectively, the "Agreement") shall comprise the entire agreement between Company and Agency. The Agreement supersedes any and all previous agreements between Agency and Company and shall be effective when fully executed (the "Effective Date").

Agency certifies that (a) it has reviewed the Agreement, understands it, and agrees to be bound by its terms, and (b) that if any information provided in the Agent Questionnaire is found to be incorrect or incomplete, that it will be grounds for rejecting the Agreement or for terminating the Agreement immediately and without notice, all at the sole discretion of Company.

SIGNATURE FOR AGENCY/AGENT

Agency has caused the Agreement to be executed by a duly authorized representative, and Agency warrants and represents that such representative has complete authority to enter into the Agreement.

By: _____ Title: _____
Authorized Representative

Name (Print or Type) Date: _____

RECOMMENDING AGENCY SIGNATURE

BY: _____
(Signature) (Title) (Date)

Agency Code: _____ Rep Code: _____ Effective Date: _____

COMPANY SIGNATURE

BY: _____
(Signature) *(Title)* *(Date)*

Agency Code: _____ Rep Code: _____ Effective Date: _____

TERMS AND CONDITIONS

These “**Terms and Conditions**” are attached to and made a part of the Agency Agreement between Agency and Company. Capitalized terms not otherwise defined herein shall have the definition set forth in the Agency Agreement or the Agent Questionnaire. Together the Agency Agreement, Agent Questionnaire, Commission Schedule, Upline Guarantee and these Terms and Conditions shall be referred to as the “**Agreement.**”

SECTION 1 – AGENCY’S RIGHTS AND RESPONSIBILITIES

1.1 Values Statement. Company has a history, tradition and reputation for high ethical standards (“**Values Statement**”). Agency agrees to adhere to the Values Statement, avoid conflicts of interest and comply with all applicable laws. Agency further agrees to: (a) act with integrity, which includes being honest with customers and Company, (b) understand customers’ financial and insurance objectives and satisfy those objectives with suitable financial and insurance products, and first-rate service, (c) provide clear and accurate advertising and sales materials to customers, (d) help resolve customer complaints and disputes promptly and fairly, (e) take appropriate actions, including having adequate supervision to comply with applicable laws, and (f) compete actively and fairly so as to provide customers with needed services and products at reasonable prices.

1.2 Authority and Responsibility. The Agency is authorized by Company to undertake and perform the duties listed below (“**Duties**”). Agency agrees to perform and undertake the following Duties according to Company’s practices and procedures (which may change from time to time):

- a. Procure and submit to Company, personally and through agents and sub-agents identified and/or recommended by Agency (“**Producers**”), applications for Policies. Assure that the applications are accurately completed and fully disclose to Company all facts which could affect Company’s decision regarding the issuing of the Policy. Ensure that each application submitted to Company is reviewed by each applicant before it is signed by the applicant and that it is signed (i) in the presence of an authorized representative of Agency or a Producer or (ii) by other means approved by Company in writing.
- b. Assure that all sales, marketing and service activities involving Company or any of Company’s products, which are conducted by the Agency and all Producers, strictly adhere to all communicated rules of Company (which are hereby incorporated into these Terms and Conditions).
- c. Those Policies provided to Agency for delivery, issued on any application referenced in sub-paragraph 1.2 (a), should be promptly delivered to Policy owner.
- d. Use best efforts to provide satisfactory service to those Policy owners solicited or assigned by Agency.
- e. Recommend agents and subagents for appointment to act as a Producer of Company. All such appointments must be approved at the sole discretion of Company. Company may terminate the appointment of any Producer recommended by Agency with or without cause and with or without Agency’s approval.
- f. Use best efforts to supervise Producers and have standards in place so as to reasonably assure that its Producers are in conformity with the Agreement.

g. Be responsible for all money received by the Agency and any Producer contracted by Agency on behalf of Company.

h. Be responsible for any and all indebtedness to Company of the Agency and all of its Producers. Agent agrees to reimburse Company for all costs and expenses incurred in collecting such debt.

i. Conform to all applicable local, state or federal laws, rules or regulations (“**Applicable Laws**”); including, but not limited to, all Applicable Laws regarding solicitations, sale and servicing of Policies, suitability, replacement, confidentiality and anti-money laundering.

j. Cooperate at all times with Company or any of its representatives in any regulatory inquiry, proceeding or Complaint as it may relate to the business of Company; including, but not limited to, any within the context of an administrative, regulatory, or judicial proceeding. “**Complaint**” is defined as any communication, written or oral, that expresses dissatisfaction relating to the Agency, Company, any Policy, or application for a Policy. Agency will notify Company immediately upon receipt of any Complaint.

k. In accordance with applicable laws and regulations, maintain accurate and complete books, records, accounts, correspondence or other data relating to the business of Company (“**Policy Records**”). Company shall have the right to inspect any and all Policy Records and to make such extracts or copies as Company desires.

1.3 Non-exclusive Territory. Agency is authorized to do business under the Agreement in any state in which Company is authorized to conduct business and to issue the specific Policy which Agency intends to sell; provided, however, Agency is properly licensed in such state to sell such Policy. No territory is exclusively assigned. Company reserves the right to withdraw from all or any portion of any state(s) at its discretion without notice or liability to Agency.

1.4 Independent Contractor. Agency is an independent contractor and nothing in the Agreement shall be construed to create the relationship of employer and employee between Agency, or any other Producer, and Company. Agency shall be free to exercise independent judgment as to the persons from whom applications for Policies will be solicited and the time and place of such solicitations. As an independent contractor, all Agency expenses (including, but not limited to, rentals, transportation, salaries, attorney or legal fees which pertain to the administration of Agency’s business, postage, advertising, agent licensing fees and/or agent occupational taxes) shall be Agency’s liability and not Company’s.

SECTION 2 – LIMITS OF AGENCY’S AUTHORITY

Agency’s right, power, or authority on Company’s behalf shall exist only as expressly stated in the Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. Agency agrees that Agency and its Producers are without authority to do or perform, and expressly agree not to do or perform, the following acts on Company’s behalf: (a) incur any indebtedness or liability, (b) make, alter, accept, or discharge contracts, (c) waive forfeitures, (d) quote rates other than as quoted by Company, (e) extend the time for payment of any premium, (f) accept payment in cash, (g) guarantee dividends, or (h) deliver any

Policy more than ten (10) days after issuance by Company or fail to promptly return the delivery receipt to Company.

Further, Agency agrees that Agency and its Producers' agents shall not: (i) violate any Applicable Law in which Agency or its Producers may be soliciting applications for Policies, (j) withhold any of Company's, the Policy owner's, prospective Policy owner's or applicant's monies or property, (k) rebate or offer to rebate all or any part of a premium on any Company Policy, (l) induce or attempt to induce any of Company's Policy owners to discontinue payment of premiums or to relinquish any Policy, (m) induce or attempt to induce any of Company's agents to leave Company's service, (n) perpetrate any fraud against Company, Policy owners, prospective Policy owners or applicants, (o) fail to provide contract disclosure documents to Policy applicants as required by Company or any Applicable Law, (p) fail to provide compensation disclosure to Policy applicants as required by any Applicable Law, or (q) violate any policies and procedures of Company.

SECTION 3 – COMPENSATION

3.1 Commissions. Agency shall be paid commissions on premiums paid to and received by Company, in accordance with the Commission Schedule. Company reserves the right, in its sole discretion, to amend the Commission Schedule at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the Effective Date of such change.

3.2 Statement of Account. Company will furnish Agency a copy of its commission account weekly provided that transactions occur in Agency's account during the previous week. Unless Agency notifies Company in writing within thirty (30) days of the issue date of each statement of any differences between such statement and Agency's account, Agency shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of Agency's account.

3.3 Vesting. The right of Agency to receive compensation on any Policy, which is earned under the terms of the Agreement, will be deemed vested in Agency, subject to exceptions set forth in Section 3.7. Further, commissions shall be paid hereunder only for so long as Agency or its Producers are the agent of record.

3.4 Producers. Agency shall be responsible for the fidelity, honesty and financial integrity of all of its Producers and all obligations of its Producers to Company which arise after the Effective Date of the Agreement. Agency shall indemnify Company for, and Agency's account shall be charged, the full amount of all such obligations in default. Agency's commissions shall be reduced by the amount of any commissions to which Agency's Producers are entitled, whether or not Company pays such commissions to the Producers directly or through Agency. Agency shall defend, indemnify and hold Company harmless from any liability, loss, cost or expense, including attorneys' fees, incurred by Company resulting from or in connection with any claim or action brought by any Producers with respect to payment or nonpayment of compensation.

3.5 Disallowed Commissions. Commissions shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of Policy options. Commissions that become payable shall be paid to Agency, Agency's executors, administrators, or assigns. In no event will Agency be entitled to receive commissions that revert to Agency from its terminated Producers in excess of the amount such terminated Producer would have received under the provisions of their agreement with Company.

3.6 Payout. Maximum commission payout is five thousand dollars (\$5,000) per Policy at issue, with the balance paid in the next commission cycle following thirty (30) days after Policy delivery. Policy delivery card must be returned to document delivery date. Company may elect to accumulate an Agency's compensation payments until a payment in excess of fifty dollars (\$50.00) is due for electronic funds transfer. Amounts not paid by electronic funds transfer will have higher minimums that are established by internal policy.

3.7 Termination of Compensation. Payment of compensation to Agency may be terminated by Company notwithstanding Section 3.2 when: (1) the total payable in the preceding calendar year is less than one thousand dollars (\$1,000), or (2) the Agreement has been terminated for reasons set forth in Section 6.2(e), or (3) Agency or any Producer performs any act which would result in termination pursuant to Section 6.2(e) regardless of whether the Agreement has already been terminated.

3.8 Fiduciary. All monies collected, received, or otherwise coming into the control of Agency or its Producers, which belong to Company, or any Policy holder or owner, or applicant, shall be securely held by Agency in a fiduciary capacity or shall be immediately paid to Company. Agency hereby guarantees the payment to Company of all monies intended for or owing to Company, any Policy holder or owner, prospective Policy holder or owner, or applicant that are collected, received, or otherwise come into the control of Agency or its Producers.

SECTION 4 - INDEBTEDNESS

4.1 Debtor-Creditor Relationship. The following transactions, between Company and Agency, shall be a loan and create a debtor-creditor relationship between Company and Agency:

- a. the refund or return of any premium collected by Agency or its Producers for which Company has paid a commission;
- b. the death of an annuitant which occurs after the age of 65 and within the first twelve (12) months following the date of Policy issue which results in a commission charge back to the Agency or its Producers;
- c. any advance made by Company to Agency against future compensation for any other reason; and
- d. any other loan or debt between Company and Agency.

4.2 Security. Any indebtedness due Company, including, but not limited to, any indebtedness created by any of the transactions of Section 4.1 above, is due and payable on demand and shall create a first lien on any compensation due or to become due Agency.

4.3 Offset. Company retains the right to offset any indebtedness against any payment due Agency. Including, but not limited to, any Commissions due or to become due Agency or its Producers.

4.4 Legal and Equitable Remedies. Any indebtedness not paid when due shall vest Company with the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of the indebtedness. Company does not waive any of Company's rights to pursue collection of any indebtedness owed by Agency or its Producers to Company. In the event Company initiates legal action to collect any indebtedness of Agency or its Producers, Agency shall promptly reimburse Company for reasonable attorneys' fees and expenses in connection therewith.

SECTION 5 – ADVERTISING AND ADMINISTRATION

5.1 Representation. Agency and/or its Producers will not represent themselves as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons 65 or older, including but not limited to “certified senior advisor,” until and unless Agency or its Producers provide Company with complete information regarding the nature of such certification and Company approves in writing the use of such certification in connection with the sale of Company’s products.

5.2 Reservations. Company reserves the following rights at its discretion without liability to Agency: (a) to change commissions on any Policy form or rider upon furnishing notice to Agency, but such change shall not affect applications received by Company prior to such notice, (b) to withdraw any Policy forms; (c) to change Company premium rates, (d) to reject Policy applications or premiums without specifying cause, and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in the Agreement.

5.3 Advertising. Company and its Producers shall not use or authorize any advertisement, circular, news release or other communication using Company’s name or Company’s product names (whether written, oral, audio, or visual) without prior written approval by Company.

5.4 Personal Property and Funds. All Policy Records, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by Agency in any transaction involving Company and any other personal property furnished by Company (collectively, “Company Property”), shall remain Company’s property, shall be open to inspection by Company at all times, and shall be promptly returned to Company at termination of the Agreement along with all uncollected premium receipts and undelivered Policies sent to Agency for delivery and collection. Agency shall indemnify Company for any cost incurred to secure Company Property should Agency fail to return the property as required above.

5.5 Reimbursement. Agency agrees to pay directly or reimburse Company for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by the Agreement, (b) all charges provided in Company policies and procedures, including charges for not taken Policies, for applications not completed, for Policies reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure Agency’s fidelity and faithful performance under the Agreement, if such bond is requested by Company.

SECTION 6 -TERMINATION

6.1 Termination Without Cause. This Agreement may be terminated without cause by either party upon at least fifteen (15) calendar days or the minimum time period required by applicable state law, whichever is longer, prior written notice given by either party to the other. Termination of the Agreement shall not affect any duties, obligations, or liabilities incurred prior to termination except as otherwise provided herein.

6.2 Termination With Cause. Company may terminate the Agreement immediately, for cause, without notice, in the event of and as of the date of the occurrence of: (a) Agency’s bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors by either party, (b) cancellation, suspension, or revocation of Agency’s insurance license by any governmental or regulatory

authority having jurisdiction, (c) death of principal or dissolution of Agency, (d) IRS levies on Agency, or (e) Agency’s breach of the Agreement by: (1) the wrongful withholding of funds belonging to an applicant or Company for a Policy or Policies, (2) the intentional or systematic inducement of insured(s) to lapse, relinquish, or surrender a Policy or Policies, (3) the intentional or willful failure to comply with, the laws, rules, or regulations of any governmental or regulatory authority having jurisdiction, (4) any default by Agency in the performance of any material term or condition of the Agreement.

SECTION 7 – CUSTOMER INFORMATION; CONFIDENTIALITY

7.1 Customer Information. “Customer Information” means information in electronic, paper or any other form that Agency or its Producers obtained, had access to or created in connection with its obligations under the Agreement regarding individuals who applied for or purchased Policies. Customer Information includes nonpublic personal information, and protected health information, as defined in Applicable Law. Customer Information may also include, but is not limited to, information such as the individual’s name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a Policy issued by Company.

7.2 Confidentiality. Agency shall treat Customer Information as confidential and in accordance with Company policies and procedures. Agency shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of Customer Information. Agency agrees to comply with Company’s terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to Customer Information by Agency, Agency employees, and Producers and shall promptly report to Company any breach of security related to such systems and databases of which Agency becomes aware. Agency may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. Agency will limit access to Customer Information to its employees, Producers and other parties who need to know such Customer Information to permit Agency to fulfill its obligations under the Agreement and who have agreed to treat such customer information in accordance with the terms of the Agreement. Agency shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Agency to fulfill its obligations under the Agreement, as otherwise directed by Company, or as expressly required by Applicable Law.

SECTION 8 – ANTI-MONEY LAUNDERRING

Agency agrees that it will remain in compliance with all applicable anti-money laundering laws and regulations. Agency further agree to fully cooperate and assist Company in implementing and carrying out its anti-money laundering program as applicable to Agency’s activities under the Agreement; including, but not limited to, providing requested Customer Information, following customer identification procedures, and cooperating with the required training of employees and Producers (including providing any requested certification and information regarding such training).

SECTION 9 – ERROR AND OMISSIONS

Agency shall, at its own cost and expense, purchase and maintain in force, during the term of the Agreement an Errors and Omissions insurance policy with limits not less than \$1,000,000.00 (maximum

\$5,000.00 deductible unless otherwise agreed to in writing by Company) and shall provide Company with a certificate, and upon request a certified copy, of said policy. Company reserves the right to verify coverage at any time.

SECTION 10 - INDEMNIFICATION

10.1 Company Indemnification. Agency shall indemnify, defend and hold Company, Bankers Insurance Services, Inc., their respective affiliates and their respective employees, officers, directors and shareholders harmless from any claims, liability, loss, cost or suit brought against Company resulting from or in connection with any real or alleged unauthorized acts; any act, error or omission; any negligence or willful acts; or any breach of any of the provisions of the Agreement by Agency, Agency's employees or Agency's Producers. For the avoidance of doubt, claims, liability, loss or cost includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against Company) and any other expense or expenditure incurred by Company as a result of Agency's performance, or the performance of Agency's Producers, under the terms of the Agreement. The foregoing indemnification will be in addition to any liability Agency may otherwise have.

10.2 Agency Indemnification. Company shall hold Agency harmless from any judgment for damages against such Agency as a result of any court action by a policyholder or applicant arising out of a direct error or omission on the part of Company, provided Agency has not caused or contributed to such liability by its own acts or omission. The Agency agrees, as a condition of such indemnification, to notify Company promptly of any claim or suit against it, and to allow Company to make such investigation, settlement or defense thereof as Company deems prudent.

SECTION 11 – MISCELLANEOUS

11.1 Entire Agreement. The Agreement supersedes all prior agreements, either oral or written, between the parties relating to the subject matter hereof, and except for any amendment of the Commissions Schedule pursuant to the terms of this Agreement, may not be modified in any way unless by written agreement signed by the parties to this Agreement.

11.2 Severability. If any provision of the Agreement is deemed void, illegal, or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver of the rights of Company under the Agreement on one occasion shall not constitute a continuing waiver of any such right.

11.3 Cumulative Rights. The rights, remedies and obligations contained in the Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

11.4 Assignment. Neither the Agreement, nor any benefits that accrue hereunder, may be assigned or otherwise transferred, either in whole or in part, by operation of law or otherwise, without the prior written approval of Company. To the extent the assignment is permitted, any assignee shall be bound by the terms of the Agreement.

11.5 Injunctive Relief. Should Agency or Agency's Producers engage, before or after termination of the Agreement, in any act prohibited by the Agreement, it may result in irreparable injury to Company for which there may be no adequate remedy at law and Agency hereby agrees that Company may obtain injunctive relief.

11.6 Attorneys' Fees. If Company or Agency should bring a court action alleging breach of the Agreement or seeking to enforce, rescind, renounce, declare, void or terminate the Agreement or any provisions thereof the prevailing party shall be entitled to recover all of its legal expenses, including reasonable attorneys' fees and costs (including legal expenses for any appeals taken and attorneys' fees incurred as a result of Bankruptcy proceedings), and to have the same awarded as part of the judgment in the proceedings in which such legal expenses and attorneys' fees were incurred.

11.7 Choice of Laws. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Florida. Unless otherwise provided, all matters to be performed by Company under the Agreement shall be performable at Company's office in St. Petersburg, Florida. Any amount due to either party under the Agreement shall be payable at Company's office in St. Petersburg, Florida. Any suit arising under the Agreement between Agency and Company shall be instituted and tried in Pinellas County, Florida.

11.8 Notices. Any notices required under the terms of this Agreement shall be sent, if to the Agency at the address set forth in the "Agency Questionnaire," and if to Company at: Bankers Life Insurance Company, Attention: President, 11101 Roosevelt Boulevard North, St. Petersburg, Florida 33716, or at such other addresses as either party may from time to time designate to the other in writing; provided, however, any legal notice to Company shall also be addressed to the attention of Company's General Counsel at the same address noted above.

11.9 Survival. All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.



Disclosure to the Consumer

In connection with your application for appointment through Bankers Life Insurance Company, a background investigation will be performed. **To ensure full compliance with the Fair Credit Reporting Act Section 604, and to facilitate easy access to all information necessary, please read and sign this disclosure.**

The undersigned authorizes all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, FINRA, and all military services) to release all written and verbal information about me to GIS, Bankers Life Insurance Company and/or any appointing Insurance Carrier. I release and agree to hold GIS, Bankers Life Insurance Company, and Insurance Carriers (and each entity's employees, officers, directors, agents and representatives) harmless from any and all liability and responsibility for doing so.

I specifically authorize the procurement of an investigative consumer credit report ("Credit Report") and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of the areas which will be researched and included in the Credit Report.

In the event that an adverse decision will be made based on my Credit Report, GIS and/or Bankers Life Insurance Company will provide me with information on how to obtain a copy of the Credit Report and a description in writing of my legal rights.

I understand that the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. section 1033) prohibits an Insurance Carrier from willfully permitting any individual convicted of any criminal felony involving dishonesty or a breach of trust from participating in the business of insurance. I understand that my application for appointment will be rejected if such a conviction is found on my record. I further understand that my application for appointment may be reconsidered if I obtain the specific written consent of the applicable Department of Insurance allowing for my participation in the business of insurance.

Signed: **X** _____ Date: _____

(Applicant Signature Required)



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS

I hereby authorize Bankers Life Insurance Company to initiate credit entries (deposits) to my account indicated below:

ACCOUNT

☐ CHECKING

☐ SAVINGS

BANK NAME _____

ROUTING & TRANSIT NO. _____

ACCOUNT NO. _____

SIGNATURE

PRINT NAME

DATE

PLEASE ATTACH A VOIDED CHECK

This authority is to remain in full force and effect until Bankers Life Insurance Company has received written notification from me of its termination in such manner as to afford Bankers Life Insurance Company and named bank a reasonable opportunity to satisfy such request.

It is the Account Holder's responsibility to verify that funds transferred to his/her account are available for disbursement. Bankers Life Insurance Company is not responsible for any bank fees incurred because of an Account Holder's failure to verify deposited funds.

If you are changing account(s), do not cancel your previous bank account(s) until your direct deposit cancellation has been processed.

The effective date of your direct deposit will vary depending upon the date this form is received.

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

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

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.

Social security number									
				-					
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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 person 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
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 ¹
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.