



**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: \_\_\_\_\_

***Please return to:***

***Oak Tree Life and Annuity Brokerage***

***11166 Fairfax Blvd, Ste 300***

***Fairfax, VA 22030***

***Ph.: 800-842-9124 /Fax: 800-586-7905***

***www.oaktreeus.com***



**MUTUAL TRUST<sup>SM</sup>**  
LIFE INSURANCE COMPANY

A Pan-American Life Insurance Group Stock Company

1200 JORIE BOULEVARD  
OAK BROOK, ILLINOIS 60523-2269  
1-800-323-7320  
WWW.MUTUALTRUST.COM

## CONTRACTING INSTRUCTIONS

Complete and sign the following forms:

- ☐ Confidential Background Questionnaire
- ☐ Background Authorization
- ☐ Debit-Check Agent / Agency Authorization
- ☐ Agent's Agreement
- ☐ Principles of Ethical Market Conduct
- ☐ Commission Direct Deposit Authorization Form

Include:

- ☐ Copy of License(s) (Individual and Corporate)
- ☐ Errors & Omissions Certificate
- ☐ Copy of Driver's License Front and Back
- ☐ Copy of voided check
- ☐ W-9

You may keep copies of the enclosed Anti-Money Laundering Training bulletin.



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## Confidential Background Questionnaire

The purpose of this form is to determine whether our products and services are compatible with your sales activities and objectives. Nothing on this form is intended for discriminatory purposes. All information will be held in confidence.

Please print or type (answer N/A where appropriate)

### Contract Name:

- ☐ Individual/sole proprietor   ☐ C Corporation   ☐ S Corporation   ☐ Partnership   ☐ Trust/Estate
- ☐ Limited Liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) \_\_\_\_\_
- ☐ Other \_\_\_\_\_

Agency Principal's Name (if different) <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> Other _____		Other Names Used		DBA Name
Tax ID Number	Principal's Social Security Number	Principal's Gender	Principal's Date of Birth	Principal's Driver's License Number/State
Business Address (number & street, city, state and zip code)			County:	Business Telephone
Post Office Box (number, city, state and zip code)			Fax Number	
Principal's Residence Address (number & street, city, state and zip code)			County:	No. Years (   )
Former Residence Addresses for past 10 years   Attach separate sheet if necessary. (number & street, city, state and zip code)				
E-Mail Address				

### LICENSES HELD

List ALL LICENSES CURRENTLY HELD that relate to the sale of life insurance and/or financial products for which you would like to be appointed by Mutual Trust Life Insurance. **Please enclose copy(ies) of current license(s).**

Kind of License	License Number	State	Line(s) of License(s)
Insurance Resident			
Insurance Non-Resident			

**A copy of your professional liability certificate or declarations page must accompany your application papers.**

### Please Read and Answer Each Question

- Were you ever previously contracted with Mutual Trust Life Insurance Company or its affiliates?  
If yes, when? \_\_\_\_\_ ☐ Yes   ☐ No
- Year you entered the life insurance business. \_\_\_\_\_
- Do you owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? ☐ Yes   ☐ No
- Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? ☐ Yes   ☐ No
- Have you ever had any personal or business debts, which resulted in collections or charge-offs? ☐ Yes   ☐ No
- Have you had or are you currently the subject of any personal or business tax liens, suits or judgments? ☐ Yes   ☐ No

## Please Read and Answer Each Question

- |  |  |
|--|--|
| 7. Has any insurance company ever terminated any producer, agency, agent or broker contract with you for reason other than insufficient sales? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Have you ever been the subject of any inquiry or proceeding by any insurance department?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Has any person ever complained to an insurance department or other agency about your conduct as an agent?                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Has your insurance agent's license ever been suspended, revoked or have you ever been fined or denied a license?                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. Have you ever had a surety or fidelity bond declined or cancelled?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. Have you been convicted or plead no contest to a felony or other crime?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. Have you ever been arrested and if so, for what reason?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**If the answer to any of these questions (other than the first) is "YES," list the number and please provide a separate letter of explanation and supporting documentation. This will void delays in your appointment.**

Provide Information About ALL Life Companies Represented for the Last Five Years					
Date	Name & Address of Company	Paid Sales Premium in Last 12 Mo. Of Production	13 Month Persistency*	Last 12 Months Commissions Earned	Approx. Current Debit Balance
From Month/Year  To Month/Year		Premium \$			
			%		
From Month/Year  To Month/Year		Premium \$			
			%		
From Month/Year  To Month/Year		Premium \$			
			%		
From Month/Year  To Month/Year		Premium \$			
			%		

May your current employers and/or insurance companies be contacted? ☐Yes ☐No

I certify that the information furnished on the Confidential Background Questionnaire is true and complete and that I have not concealed any information requested. I understand that Mutual Trust Life Insurance Company will rely on this information in determining whether to offer a contract to me.

### Taxpayer Certification

**I certify that I understand under penalties of perjury:**

1. The payee's TIN is correct
2. The payee is not subject to backup withholding due to failure to report interest and dividend income
3. The payee is a U.S. person, and
4. The payee is exempt from FATCA reporting.

**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.\*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

\*Please refer to Form W-9 Instructions at [www.irs.gov](http://www.irs.gov)

\_\_\_\_\_  
Signature of Applicant





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To insure full compliance with the 1997 Fair Credit Reporting Act and to facilitate easy access to all information necessary, please read and sign this authorization.

### **Background Investigation Authorization**

As part of Mutual Trust Life Insurance Company's routine agency appointment procedure, I understand Mutual Trust Life Insurance Company will obtain an investigative consumer report which could include information relating to, but not limited to, my prior employment, military record, education, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, criminal background, mode of living, verification of identification and/or Social Security Number, and credentials or licenses held by me. I further understand that none, some, or all of this information may be obtained through personal interviews with friends, family members, neighbors, and associates. I understand that any information contained in such reports may be taken into consideration in evaluating my suitability for appointment, promotion, reclassification, transfer or retention as a Mutual Trust Life independent agent.

By signing below, I authorize Mutual Trust Life Insurance Company to obtain an investigative consumer report on me. I also authorize 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, Vector One and all military services) to release all written and verbal information about me to Mutual Trust Life Insurance Company, or its designated investigative consumer reporting service. I release from all liability and agree to hold harmless any person or entity that provides Mutual Trust Life Insurance Company with this information.

I further understand that upon written request to Mutual Trust Life Insurance Company, I will be given full information as to the nature and scope of such background investigation.

This authorization, in original or copy form is valid now or any time in the future. I agree with all the provisions shown in this authorization form.

---

Signature of Applicant

---

Date



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

#### BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: \_\_\_\_\_

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

#### FOR COMPANY USE ONLY

##### AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



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## AGENT'S AGREEMENT

*Between*

Mutual Trust Life Insurance Company ("Company") and \_\_\_\_\_

(Agent)

of \_\_\_\_\_

(Office Address)

- 1) **Appointment.** The Company hereby appoints the Agent to solicit applications for insurance and annuities to be submitted to the Company for approval or rejection and to collect and remit to the Company the first premiums on such insurance, to deliver policies and premium receipts when the terms and conditions governing such delivery shall have been complied with, and to perform such other duties as may be required by the Company. The Agent shall have the right to appoint agents, with the approval of the Company, on the forms furnished by the Company, one copy being filed with the Company. The Agent shall be responsible to the Company for all matters entrusted to him/her and for his/her acts and conduct relating to the business of the Company, and agrees to hold the Company harmless from and against any and all claims of all agents and persons employed by him/her.
- 2) **Relationship.** This Agreement shall not be construed to create the relationship of employer and employee between the Agent and the Company. The Agent is hereby constituted and shall in all respects continue to be an independent contractor. The Agent shall be free to exercise his/her own judgment as to the persons he/she will solicit for insurance.
- 3) **Rules.** The Agent shall conform to all the rules and regulations of the Company, now or hereafter to become in force, which shall constitute a part of this Agreement.
- 4) **Funds.** The Agent shall immediately remit to the Company all funds received or collected on behalf of the Company. All monies collected or received by the Agent for or on behalf of the Company shall be held in trust separate and distinct by the Agent in a separate account for the benefit of the Company and shall in no case be used by him/her in any manner, or for any purpose whatsoever, but shall be paid over to the Company or its duly authorized representative in accordance with its instructions.
- 5) **Authority.** The Agent shall have no power or authority to do any of the following:
  - (a) Represent that he/she is an employee, associate, joint venturer or officer of the Company.
  - (b) Change or waive any of the terms, conditions or rates set forth in promotional materials, or any advertisements, receipts, contracts, applications, or policies of the Company in any manner whatsoever.
  - (c) Issue, print or circulate any advertisement or sales material concerning the Company without obtaining prior approval in writing from the Company.
  - (d) Deliver, or cause to be delivered any policy of the Company unless the applicant is in good health and insurable at the time of delivery of said policy, nor unless the first premium has been paid and delivery made within sixty days from the date the policy is mailed from the Home Office.
- (e) Bind the Company on any application for or policy of insurance other than as stipulated in the Conditional Receipt if it is part of the application for such insurance.
- (f) Extend the time of paying any premium, or rebate or offer to rebate any part of a premium.
- (g) Make any misrepresentation or incomplete comparison in order to induce a policyholder of the Company or any other company to convert, lapse, surrender or forfeit his/her insurance.
- (h) Receive any money due or to become due the Company except in exchange for the Company's official receipt.
- (i) Incur any indebtedness, extend any credit or make any payments on behalf of the Company without written authorization from the Company.
- (j) Exercise any authority on behalf of the Company other than that expressly conferred by this Agreement unless authorized by the Company in writing.
- 6) **Limitations.** The Company reserves the right in its sole discretion and without liability to the Agent to disapprove any application for insurance submitted to it by the Agent or any agent or person under his/her supervision and to limit or restrict the amount of or plan of insurance it shall issue and to require a higher premium than that applied for.
- 7) **Records.** The Agent shall maintain complete and accurate records, in the manner and form prescribed by the Company, of all policies and contracts, all transactions with respect thereto, and all funds collected on account of policies issued by the Company. The Agent shall account for all funds collected as the Company may require and shall permit the Company to inspect all records maintained pursuant to this paragraph.
- 8) **Indebtedness.** The Agent agrees that any loans and account charges made to or for the benefit of the Agent or agents or persons associated with him/her are the Agent's debt to the Company. The Agent also agrees that advances, if any, of first year commissions or overriding commissions paid before a policy's first year premiums are due and paid to the Company made to the Agent or his/her agents are also the Agent's debt to the Company. The Agent grants a lien to the Company on all compensation due under this Agreement, and any and every agreement or contract for the sale of the Company's products that has been, or may be, in effect from time to time as security for any indebtedness. The Company does not have to demand payment before it makes offsets. The rights of lien and offset continue after the termination of this Agreement.
- 9) **Legal Proceedings.** The Agent shall have no authority to institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the Company's business, except with the written consent of the Company. In the event any legal process or notice is served on the Agent

in a suit or proceeding against the Company, the Agent shall forward within three business days such process or notice to the Company by registered or express mail.

- 10) **Change or Termination.** This Agreement may be changed from time to time by written notice from the Company but no such change shall affect commissions on any contract or policy issued prior to the effective date of the change. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice. This Agreement shall terminate forthwith on the death of the Agent. Any compensation due the Agent at his/her death, or falling due thereafter, under this Agreement shall be paid to his/her executors or administrators.
- 11) **Termination for Cause.** If the Agent shall willfully or knowingly (1) submit any false information, or (2) conceal any material facts concerning the medical or personal history of any applicant or proposed insured, or (3) commit fraud, or (4) withhold or convert to his/her own use money or documents belonging to the Company, or (5) rewrite or cause to be rewritten with any other insurer any policy in force with the Company, whether or not such policy had been written by the Agent, without prior written notice to the Company, or (6) induce, or attempt to induce, any Agent or employee of the Company to leave its service or to cease soliciting or writing business for the Company or to decrease the volume of business so written, or (7) improperly induce, or attempt to induce, any policyholder of the Company to discontinue premium payments on his/her policy, or (8) fail to conform to the rules and regulations of the Company, or (9) fail to comply with the laws and regulations of any state insurance department or applicable laws or regulations of any other state insurance department, or to maintain in good standing his/her license to sell insurance, or (10) violate any of the provisions or conditions of this Agreement, the Company shall terminate this Agreement by written notice to the Agent of such termination. In the event of such termination any and all interest the Agent may have in any commissions and any other compensation under this and previous agreements made with the Company or any of its agents shall be forfeited.
- 12) **Commissions.** As compensation for his/her services, the Agent shall be paid by the Company commissions computed in accordance with the accompanying Agent Commission Schedule(s). After this Agreement becomes effective, the Agent will be paid a commission equal to the amount determined by applying the percentage shown in the attached

This Agreement is executed on \_\_\_\_/\_\_\_\_/\_\_\_\_.

AGENT

\_\_\_\_\_  
*Agent Signature (Print Agent name if a Corporation)*

If the Agent is a Corporation

by \_\_\_\_\_  
*Signature of Authorized Officer*  
its \_\_\_\_\_  
*Title of Authorized Officer*

schedule to premiums paid in cash on policies or contracts on which the Agent wrote the applications and delivered the policies or contracts under the terms of this Agreement.

- 13) **Commission Payments and Refunds.** No commissions shall be payable on any rejected application. Should a policy issued on an application secured by the Agent lapse and not be reinstated the Agent shall have no further interest of any kind in the policy nor be entitled to any further commissions and service fees on such policy unless it be reinstated through the efforts of his/her agency while this Agreement is in effect. Should the Company refund the premium for any reason including but not limited to cancellation and rescission on any policy written on an application secured by the Agent he/she shall refund to the Company, if so instructed, any and all monies received by him/her by reason of the payment of such premiums.
- 14) **Vesting.** All commissions are vested in the Agent, so long as the aggregate commissions payable to the Agent under this Agreement are at least \$500 during each prior calendar year. No fees or bonuses will be paid after the termination of this Agreement.
- 15) **Assignment.** This Agreement is not transferable. No rights or interests under this Agreement shall be subject to assignment without the written consent of the Agent and the Company.
- 16) **Waiver.** The failure of the Company to enforce any provision of this Agreement or to insist upon strict compliance by the Agent with any of the provisions shall not constitute a waiver of any of the rights or privileges of the Company under this Agreement and shall not be deemed to constitute a course of conduct or waiver as to any subsequent acts.
- 17) **Entire Agreement.** This Agreement shall supersede any prior agreement between the Company and the Agent in relation to policies issued through the Agent after the Agreement becomes effective. The foregoing together with accompanying schedules constitutes the entire Agreement between the parties.
- 18) **Liability.** Each shareholder or partner if the Agent is a corporation or partnership personally and fully guarantees the performance by the Agent of every commitment covenant and undertaking in this Agreement provided such person or persons has signed this Agreement individually or on behalf of the Agent.

MUTUAL TRUST LIFE INSURANCE COMPANY

by \_\_\_\_\_

its \_\_\_\_\_

This Agreement has been registered by  
Mutual Trust Life Insurance Company and a  
copy filed in the Company's Home Office at  
Oak Brook, Illinois on the \_\_\_\_ day of

Mutual Trust Life Insurance Company  
By \_\_\_\_\_



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## Principles of Ethical Market Conduct

- I will conduct business according to high standards of honesty and fairness. I will represent Mutual Trust Life Insurance Company and myself with the highest integrity, always striving to enhance the prestige of my profession.
- I will provide competent and client-focused sales and service to my customers which, in the same circumstances, I would apply to or demand for myself. I will accurately present all information necessary to enable my clients to make informed decisions. I will comply with all laws and regulations governing my business and professional activities.
- I will take reasonable efforts to determine the insurance needs or financial objectives of my clients based upon relevant information obtained from them, and enter into transactions which assist the customers in meeting their insurable needs or financial objectives.
- I will respond promptly to client feedback and will always place their interests above my own. I will provide fair and expeditious handling of all client complaints and disputes and make every effort to resolve them through Mutual Trust Life Insurance Company's complaint handling process.
- I will respect the confidentiality of information regarding my clients' personal and business information. I will exercise the highest integrity in cooperating with others who serve the needs of my clients.
- I will present sales and training materials, product illustrations and advertisements in a manner which is clear as to purpose, honest and fair as to content, and consistent with the needs of the customer. All my sales presentations will be based upon the principles of fair dealing and good faith, and will have a sound basis in fact. All such materials will meet with the approval of Mutual Trust Life Insurance Company.
- I will engage in active and fair competition in the marketplace and will refrain from disparaging competitor insurers, their representatives or methods of marketing. I will not replace existing life insurance and annuity policies without first communicating information to the customer that (s)he needs in order to ascertain whether such replacement of existing policies may or may not be appropriate.
- I will allow my professional conduct to be supervised and reviewed by Mutual Trust Life Insurance Company for compliance with these Principles of Ethical Market Conduct.
- I will promptly advise Mutual Trust Life Insurance Company of any financial relationship or other situation that a disinterested person would reasonably believe could restrict my ability to act in accordance with the foregoing Principles of Ethical Market Conduct.

---

Signature

---

Date

---

Print Name



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## EFT Weekly Commission Program

Weekly commissions are paid by Electronic Funds Transfer (EFT) directly to the agent's bank account.

Under this program:

- ✓ Weekly commissions are processed each Wednesday evening,
- ✓ Statements are available on the Mutual Trust Life Agent Web Site Thursday morning,
- ✓ Deposits (minimum \$50.00) are available Friday;
- ✓ All commission levels are paid weekly.

To enroll in the EFT program, each agent must:

1. Complete a Direct Deposit (EFT) Form;
2. Attach a voided check or deposit slip (for the bank code information);
3. Provide an email address (instructions will be emailed to this address);
4. Return all information to:

Contract & Licensing, ACS Department  
Mutual Trust Life Insurance Company  
1200 Jorie Blvd.  
Oak Brook, IL 60522-9060  
Fax: 866-691-9054

**IMPORTANT:** The only alternative to the EFT Weekly Commission Program is monthly commissions. Should an agent not notify us of a change to his or her bank information, the agent will be put on monthly commissions until the new information is received and pre-noted through the banking system. Monthly commissions are processed on the last business day of each month.

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT CONTRACTS & LICENSING,  
EXT. 5110.**



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## Compensation Direct Deposit Authorization Form

### AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT TO SAVINGS OR CHECKING ACCOUNT

I hereby authorize MUTUAL TRUST LIFE INSURANCE COMPANY and its subsidiary companies (Company) to deposit my commission payments, along with all other forms of compensation payments, with the financial institution named below ("Bank") and for the Bank to credit the same to my account as described below. In the event that the Company notifies the Bank that funds to which I am not entitled have been deposited to my account in error, I hereby authorize and direct the Bank to return said funds to the Company as soon as possible and agree to hold the Company and the Bank harmless from any and all liability in connection therewith.

Mutual Trust Life Insurance Company Agent Number (All Accounts) \_\_\_\_\_

Payee's Name (Please Print) \_\_\_\_\_

Business Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank Phone Number \_\_\_\_\_

Bank Address \_\_\_\_\_  
Street City State Zip

Bank Account Number \_\_\_\_\_

ABA Transit/Routing Number \_\_\_\_\_

Bank Account Type: Checking ☐ OR Savings ☐

(Savings Acct. #) \_\_\_\_\_

Direct Deposit is not available to Money Market accounts.

<b>YOUR NAME</b>		1001
5555 Street Name City, ST 12345		DATE _____
Pay to the Order of _____		\$ _____
Financial Institution 1000 Street Name City, ST 12345		Dollars <input type="checkbox"/>
For _____		
1:004183835:1	003527942	1001
Routing Number	Account Number	Check Number

Payment of weekly commissions is available to agents who receive commission payments through direct deposit.

This authorization is to remain in force until the Company has received written notification from me of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. Mutual Trust Life shall not be responsible for confirming the accuracy of any information, including bank information, disclosed on this form. By signing below, the Payee attests to the accuracy of all information on this form.

Payee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Return to: Contracts & Licensing  
A.C.S. Department  
Mutual Trust Life Insurance Company  
1200 Jorie Boulevard  
Oak Brook, IL 60523-2269

Fax # 866-691-9054 – for Contracts & Licensing documents only

**A VOIDED CHECK MUST BE INCLUDED WITH THIS FORM.**



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## Anti-Money Laundering Training Requirement For Mutual Trust Life Insurance Company Producers

All insurance companies are required by the Financial Crimes Enforcement Network of the Treasury department to train their agents who sell permanent life insurance, annuity products or any other cash value insurance products about their responsibilities under the company's anti-money laundering program. Mutual Trust Life has an agreement with LIMRA to administer this training for us. You must complete this training prior to submitting business to Mutual Trust Life. The AML training must be renewed every two years.

**If you have already completed your AML training through LIMRA for another insurance company**, you do not have to do anything, as long as it was completed within the past 24 months. Once you are contracted with Mutual Trust Life, we will notify LIMRA and they will send us a report indicating the date you completed the course.

**If you previously completed AML training for another insurance company (broker/dealer or other financial institution) but not through LIMRA**, you do not need to take the training again as long as your previous training was completed within the past 24 months. Simply include a copy of your certificate of completion from your AML training provider with your contracting paperwork. The certificate must include the provider's name, your name and the date that you completed your training. Mutual Trust Life reserves the right to review the training program and request additional training if it does not meet our standards.

**If you have not taken any AML training within the past 24 months**, you may take it through the LIMRA website once you've received your Mutual Trust Life agent number from us. This system allows agents to complete the training only once for all companies connected to the LIMRA site. The training through LIMRA is absolutely free to you. Mutual Trust Life is picking up the expense for all its agents who take the training through LIMRA. Keep these instructions until you receive your Mutual Trust Life agent number.

You can access the LIMRA site by following these easy steps.

- Log onto the course at the following website address: <https://aml.limra.com>.
- **Effective October 1, 2016, your Username has been updated to your National Producer Number (NPN). To access LIMRA training site, enter your NPN in the Username field. If you do not know your NPN and would like to look it up, please visit [www.nipr.com](http://www.nipr.com)**
- If this is your first time logging onto this site, your **Password** is your last name (*lowercase*). Note: after logging onto the LIMRA site for the first time, you will be asked to change your password.
- If you have previously accessed the course, please use the password you created the first time you logged in. If you have forgotten your password, click the Forgot Your Password link. You will be prompted to enter your username and answer a security question. If you answer the question correctly, you will be asked to reset your password.
- You will not receive a paper certificate of your completion of this course; we will receive a report from LIMRA informing us that you have completed the course.
- Should you have technical questions accessing the training site or navigating within the LIMRA site, please contact LIMRA's technical support partner's help desk at [support@cfmpartners.com](mailto:support@cfmpartners.com) or (866) 364-2380.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only <b>one</b> 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) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

**\*Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.