

# LICENSING/CONTRACTING TRANSMITTAL

FOR BGA USE ONLY. DO NOT DISTRIBUTE TO YOUR INDEPENDENT PRODUCER.

RETURN TO: EMPIRE GENERAL LIFE ASSURANCE CORPORATION  
P.O. BOX 310  
SHAWNEE MISSION, KANSAS 66201

\_\_\_\_\_  
**Independent Producer Name**

\_\_\_\_\_  
**Date**

## I. LICENSING/CONTRACTING FORMS ARE ENCLOSED AS FOLLOWS:

- \_\_\_ PROSPECTIVE AGENT BIOGRAPHICAL PROFILE (complete front **and** back)
- \_\_\_ PRODUCER AGREEMENT (signed in **duplicate**)\*
  - INDEPENDENT PRODUCER AGREEMENT (IRS Form 1099 to agent)
  - INDEPENDENT SOLICITING PRODUCER AGREEMENT (IRS Form 1099 to payee)
- \_\_\_ COPY OF RESIDENT AND/OR NON-RESIDENT LICENSE (S)
- \_\_\_ W-9 REQUEST FOR TAXPAYER ID NUMBER
- \_\_\_ PROOF OF ERRORS AND OMISSIONS COVERAGE  
(Copy of Certificate of Coverage, Policy Declaration Page or EGL-55A Enrollment Form)
- \_\_\_ ANY REQUIRED STATE FORMS
- \_\_\_ ASSIGNMENT OF COMMISSIONS (IF APPLICABLE. DO NOT USE WITH I.S.P.A.)
- \_\_\_ DIRECT MARKETER COMPLIANCE FORM (IF APPLICABLE)

\*BGA-sign Agreements as "Recommended By"

## II. INDICATE APPLICABLE COMMISSION SCHEDULES:

See actual schedules for first year and renewal commission percentage by product.  
It is not necessary to send commission schedules with licensing paperwork.

### TERM LIFE (TERM TO 96) (EG-10, EG-15, EG-20, EG-30)

- \_\_\_ T-101
- \_\_\_ T-201
- \_\_\_ T-301
- \_\_\_ T-401
- \_\_\_ T-501

### UNIVERSAL LIFE (Accelerator II, Alternative II, Advantage, Select-Flex UL, Survivorship UL)

- \_\_\_ UL-101
- \_\_\_ UL-201
- \_\_\_ UL-301
- \_\_\_ UL-401

Submitted by (BGA): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EMPIRE GENERAL**  
LIFE ASSURANCE CORPORATION

EMPIRE GENERAL LIFE ASSURANCE CORPORATION / PO BOX 310 / SHAWNEE MISSION, KS 66201

**PROSPECTIVE AGENT BIOGRAPHICAL PROFILE**

This form must be completed as part of your application for an Agreement to represent Empire General Life. ALL questions must be answered and the information provided will be kept in strict confidence.

(Please Type or Print)

**I. PERSONAL INFORMATION**

Mr. Ms.  
Mrs. Miss

Full Name (No Initials) Preferred Name

Business Address City State Zip Code

Business Street Address (if other than above) City State Zip Code

Residence Address Street City State Zip Code  
(If less than 1 year, give previous address also)

Previous Residence Address Street City State Zip Code

Business Phone Fax No. Residence Phone

Social Security No. Date of Birth Spouse's Name

Name, Address, Phone No., Relationship of nearest relative not living with you.

**II. CONTRACTING DATA**

Type of Contract:  Individual  
 Corporate

Type of Business:  Proprietorship  
 Corporation

Pay Commissions To:  Myself  
 Corporation\*

Name of Business: \_\_\_\_\_

\*Tax ID Number \_\_\_\_\_

**III. LICENSING DATA**

Are you currently licensed with Empire General?  Yes  No

Have you previously been licensed with Empire General?  Yes  No

Are you currently licensed with Protective Life?  Yes  No

Have you previously been licensed with Protective Life?  Yes  No

Are you currently licensed in your Resident State?  Specify all states in which you hold a non-resident license and would like appointed with Empire General.

**PLEASE ATTACH A PHOTOCOPY OF YOUR CURRENT RESIDENT LICENSE AND THE NON-RESIDENT LICENSE(S) INDICATED ABOVE.**

**IV. INSURANCE COMPANY AFFILIATIONS**  
 (Please list at least one past affiliation)

Company Name	From Mo/Yr	To Mo/Yr
Company Name	From Mo/Yr	To Mo/Yr
Company Name	From Mo/Yr	To Mo/Yr
Total first year paid life commissions last year (all companies) _____		
Persistence (all companies) _____		
13 months	25 months	other (explain method of measurement)

**V. GENERAL INFORMATION**

Please answer the following questions.

	Yes*	No	
_____	_____	_____	Have you ever had an insurance license denied, revoked or suspended; had any disciplinary action taken against you by a state insurance department; or been terminated by an insurer for cause?
_____	_____	_____	Do you currently have, or in the past seven years had, any civil judgments or tax liens filed against you?
_____	_____	_____	Have you ever filed for or been declared bankrupt or insolvent, either personally or in business?
_____	_____	_____	Have you ever been convicted of a crime? (Exclude minor traffic violations.)

\*For any Questions answered "Yes", give details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VI. AUTHORIZATION AND CERTIFICATION OF STATEMENTS**

I hereby certify that the statements contained in this Biographical Profile are true and correct to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application, or for termination if such false statement is discovered subsequent to my becoming contracted.

I understand that I must be licensed with Empire General Life Assurance Corporation prior to any solicitation of business for the Company. I agree not to solicit business for Empire General Life Assurance Corporation until I am properly licensed, unless allowed to do so in my state.

I hereby authorize Empire General Life Assurance Corporation or its authorized representatives to contact any organization or individual who has knowledge of my past or present employment and financial status. A photocopy of this authorization shall be as valid as the original.

The Fair Credit Reporting Act requires that we advise you that a routine report may be obtained from a consumer reporting agency which will provide information concerning your credit rating, character, general reputation, personal characteristics and mode of living. Upon written request, additional information concerning the nature and scope of the inquiry, if one is made, will be provided.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Prospective Agent

Print \_\_\_\_\_  
Full Name



**INDEPENDENT PRODUCER AGREEMENT**

<b>THIS SECTION TO BE COMPLETED BY THE HOME OFFICE</b>	
Name (herein referred to as you or your)	Effective Date
Code Number	

**1. PURPOSE**

This Independent Producer Agreement (Agreement) allows Empire General Life Assurance Corporation (Company) to compensate you for the personal sales of life and other insurance business by you on behalf of the Company.

**2. AGREEMENT**

You agree to represent the Company as an independent contractor in accordance with the terms of this Agreement, the rules of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

**3. APPOINTMENT**

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life and other insurance sales through personal production on behalf of the Company.

**4. RELATIONSHIP**

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are totally responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.

**5. COMPENSATION**

a. First-Year and Renewal Commissions - Personally Produced Business

The Company agrees to pay you first-year and renewal commissions on business sold by you. Such compensation will be paid in accordance with the applicable Commission Schedule in effect when the

business is issued. Unless otherwise specified in the Commission Schedule, commissions are paid only on premiums paid to and actually received by the Company and will be paid in accordance with Company rules and procedures then in effect. The Commission Schedule is subject to change at any time upon notice to you by the Company and will affect business issued on and after the effective date of the change.

b. Vesting - First-Year and Renewal Commission

In the event of the termination of this Agreement other than for cause, the Company agrees to pay you, or in the event of death, your estate, all first-year and renewal commissions payable under this Agreement exclusive of service fees. If you are a corporation, commissions payable under this section shall be paid to you, your successors or assigns.

In the event this Agreement is terminated for cause, no further first-year or renewal commissions shall be payable, and all such payments shall cease immediately.

c. Service Fees

Service fees shall be paid on all business sold by or assigned to you by the Company if you are actively engaged in the servicing of the business and the Company is satisfied with the quality of service being provided. Service fees shall be paid in accordance with the applicable Commission Schedule in effect when the business is issued.

No further service fees shall be paid if this Agreement is terminated or if the Company is not satisfied with the quality of service you are providing. In either event, the Company shall have the right to assign the business to another agent and pay service fees to the agent for the servicing of the business.

d. Refund of Premium

If a premium is refunded for any reason by the Company, you agree to repay any amounts received on that policy, and such amount shall be in "Indebtedness" as that term is defined in Section 8a of this Agreement.

## 6. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions and during the good health of the proposed insured; or
- e. Accept premiums, except for the limited exception of initial premiums in accordance with Company procedures.

## 7. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective immediately upon mailing if said termination is for cause, or 30 days after mailing if said termination is without cause.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.

- b. Automatically upon your death, disability or retirement of the Agent, or, if you are a corporation, upon dissolution or disqualification of the corporation.

Termination of this Agreement shall automatically terminate any supplements, addenda or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

## **8. GENERAL PROVISIONS**

- a. Indebtedness

The Company is hereby given a first lien upon any amounts due you, your estate, successors or assigns under this or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you or by your sub-producers, if any. Any such indebtedness shall be considered a personal debt to the Company and the Company shall have the right to collect said indebtedness from you, your estate, successors or assigns. Any commissions, overrides or other amounts advanced or otherwise paid to you before actually earned shall be an indebtedness under this section.

Any indebtedness owed by you to the Company under this Agreement shall become immediately due and payable in full upon written demand by the Company. Interest shall accrue at the rate of 1% per month on any unpaid balance from the date of written demand until the date payment is made in full. If it becomes necessary to take any legal actions to collect any such indebtedness, the Agent agrees to pay all costs of collection plus reasonable attorneys' fees.

- b. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, causes of action and damages resulting from or arising out of your unauthorized acts or transactions.

- c. Advertising

You agree not to conduct any advertising whatsoever, involving the Company, its names or products, without the prior written approval of the Company.

- d. Collection of Initial Premium Payments

You agree to remit any monies collected by you on behalf of the Company promptly to the Company.

- e. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions and overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement.

f. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule of the Company shall not constitute a waiver of the provision or rule.

g. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement shall be valid unless in writing by a Vice President of the Company.

h. Alabama Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Alabama.

9. **ARBITRATION**

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or nonperformance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within ninety (90) days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Birmingham, Alabama.

Complete if Recommended by  
Independent General Agent (IGA)

<p>_____</p> <p>Brokerage General Agent</p> <p>_____</p> <p>Signature</p>
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\_\_\_\_\_  
Print or Type Name of Independent Producer

\_\_\_\_\_  
Signature

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

Recommended By: \_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

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

TITLE: \_\_\_\_\_ VICE PRESIDENT

\*Indicate title ONLY if the Independent Producer is a corporation.

## INDEPENDENT SOLICITING PRODUCER AGREEMENT



EMPIRE GENERAL  
LIFE ASSURANCE CORPORATION

THIS SECTION TO BE COMPLETED BY THE HOME OFFICE

\_\_\_\_\_  
Name (herein referred to as you or your)

\_\_\_\_\_, \_\_\_\_  
Effective Date

\_\_\_\_\_  
Code Number

### 1. PURPOSE

This Independent Soliciting Producer Agreement (Agreement) allows Empire General Life Assurance Corporation (Company) to compensate \_\_\_\_\_ (Agency) for the personal production of life and other insurance business by you on behalf of the Company.

### 2. AGREEMENT

You agree to represent Empire General Life Assurance Corporation as an independent contractor in accordance with the terms of this Agreement, the rules, policies, procedures and guidelines of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

### 3. APPOINTMENT

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life insurance sales through personal production.

### 4. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are solely responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.



## **5. COMPENSATION**

You hereby direct and authorize the Company to pay any commissions due on business sold by you directly to the Agency and you waive all rights, title and interest to any commissions from the Company in connection with the solicitation of business for the Company. The amount of any commissions payable under this Agreement shall be determined in accordance with the contractual arrangement between the Agency and the Company. You understand and agree that you will be compensated solely by the Agency and will receive no commissions or other compensation from the Company.

## **6. LIMITATION OF AUTHORITY**

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions;
- e. Accept premiums, except for initial premiums in the form of checks payable to the Company and in accordance with Company procedures.

## **7. TERMINATION**

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, immediately upon the mailing of written notice by either party to the other party to the last known address of such other party.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.

- b. Automatically upon your death, disability or retirement, or, if you are a corporation, upon dissolution or disqualification of the corporation.
- c. Automatically upon the termination of your affiliation with the Agency or upon the termination of the Agency's relationship with the Company.

Termination of this Agreement shall automatically terminate any supplements, addendums or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

## 8. ARBITRATION

Any disputes or controversies between you and the Company arising out of or relating to this Agreement, or breach thereof, shall, upon written demand of either party, be settled by arbitration conducted in the City of Birmingham, Alabama, and administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules as amended and effective on November 1, 1993 (the "AAA Rules"). Judgement on the award rendered by a majority of the panel of arbitrators may be entered in any court having jurisdiction. All costs and expenses of arbitration, including attorneys' fees, shall be borne by the losing party unless the panel of arbitrators shall decide otherwise.

Within thirty (30) days following receipt of the written demand to arbitrate, each party shall appoint an arbitrator and shall notify the other party of the name and address of its appointed arbitrator. The two party-appointed arbitrators shall select a third, neutral arbitrator in accordance with the AAA Rules. The three arbitrators shall constitute the panel of arbitrators, with the neutral arbitrator serving as the chairperson. All arbitrators shall have at least five (5) years of experience working in the life insurance industry or as an attorney handling matters relating to the life insurance industry.

## 9. GENERAL PROVISIONS

### a. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, losses, liabilities, claims, fines, penalties and damages, including but not limited to attorneys' fees, resulting from or arising out of your unauthorized acts or transactions.

### b. Advertising

You agree not to conduct any advertising whatsoever, including, without limitation, television, radio, print media, Internet, computer or electronic demonstrations or illustrations involving the Company, its name or products, without the prior written approval of the Company.

### c. Monies Held in Trust

You agree to hold any monies collected by you on behalf of the Company in trust and to remit them promptly to the Company.

### d. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions or overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement.

e. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule, policy, procedure or guideline of the Company shall not constitute a waiver of the provision, rule, policy, procedure or guideline.

f. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement will be valid unless in writing and signed by an authorized officer of the Company. Any modification, amendment, or assignment of this Agreement by the Company shall become effective 10 days after written notification is sent to you.

g. Tennessee Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Tennessee.

\_\_\_\_\_  
Print or Type Name of Independent Soliciting Producer

Complete if Recommended by  
Independent General Agent (IGA)

_____ Brokerage General Agent
_____ Signature

\_\_\_\_\_  
Signature

\*Title \_\_\_\_\_

Recommended By: \_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Signature

**EMPIRE GENERAL LIFE ASSURANCE CORPORATION**

By \_\_\_\_\_  
Signature

Title: VICE PRESIDENT

\*Indicate title ONLY if the Independent Soliciting Producer is a corporation



**EMPIRE GENERAL  
LIFE ASSURANCE CORPORATION**

Post Office Box 310 / Shawnee Mission, Kansas 66201 / 913-897-9733

## DIRECT MARKETING COMPLIANCE FORM

If you engage in Direct Marketing, please complete this form and submit with contracting material.

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

Company Name \_\_\_\_\_

Agent # \_\_\_\_\_ BGA Name \_\_\_\_\_

Agent Telephone \_\_\_\_\_ Agent E-mail Address \_\_\_\_\_

Web site Address \_\_\_\_\_

1. How will **leads** be generated? How will the customer be reached? By mail, phone, Internet, mass solicitation, through employer or association?
2. Do you intend to do unsolicited outbound calls?
3. Do you use an established written sales script?
4. How will **applications** be taken – by mail, Internet, phone?
5. Are employees who receive calls from applicants licensed and appointed agents in the states in which they receive applicant calls?
6. How will proposals be illustrated and what quote engine will be used?
7. Will the services of a third party administrator be utilized? If yes, please describe:
8. Also attach copies of advertising and sales materials used in all states:  
(All sales material must be approved in advance.)

Internet Home Page Materials  
 Sample Illustrations  
 Audio/Video Tapes, etc.  
 Other sales materials

Brochures  
 Letters  
 Envelopes

Trade Magazines  
 Newspapers  
 Periodicals

**Empire General Life Assurance Corporation**  
P. O. Box 310  
Shawnee Mission, KS 66201

## **Commission Direct Deposit Authorization**

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

Agent Address: \_\_\_\_\_  
P. O. Box/Street City State Zip Code

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

Agent Number(s): \_\_\_\_\_

I hereby authorize Empire General Life Assurance Corporation to initiate credit entries and to initiate, if necessary, debit entries as adjustments for any credit entries made in error to my account indicated below and the financial institution named below to credit/or debit the same to such account.

Name of Financial Institution: \_\_\_\_\_

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

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

Account Number (Checking): \_\_\_\_\_ or (Savings): \_\_\_\_\_

A voided check with an account name matching the name shown above must accompany this form.

This authority is to remain in full force until Empire General has either received written notification from me on its termination in such time and in such manner as to afford Empire General a reasonable opportunity to act on it. This authorization may, at the discretion of Empire General, survive the termination of my Independent Producer Agreement.

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

**Please return this form to:**

**Empire General Life Assurance Corporation**  
**ATTN: Commissions**  
**P. O. Box 310**  
**Shawnee Mission, KS 66201**

Due to the bank notification process required to initiate your Automatic Deposit, your authorization will become effective in approximately three weeks. To ensure proper and efficient deposits of your commissions, please notify Empire General/Commission Department of all bank account changes. Your commission statement will indicate when a direct deposit or adjustment has been made.

# 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.

Name		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** 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 2.

Social security number								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**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 2.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If 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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

### 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

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. 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 the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## 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 an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page 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 Social Security Administration office. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, 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:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 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 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 or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	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>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

