

Unity Financial Life Insurance Company Privacy Policy for Agents

Privacy Policy

At Unity Financial Life Insurance Company, we are committed to safeguarding your privacy and keeping your personal information secure.

We collect nonpublic personal financial and health information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us, or others; and
- Information we receive from an agent background check pursuant to the authorization you have given us.

We do not disclose any nonpublic personal financial or health information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal financial and health information about you to those employees and company agents who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal financial and health information

Agent to be Appointed:	Level:
Reports to:	Level:

Appointment Materials Checklist:

	GA Agreement; signed b	by Appointee and everyone to whom they report		
	Application for Agent Co	ontract		
	Signed Authorization to	Release Information (FCRA form)		
	Copy of current insuranc paperwork	ce license, OR if not currently licensed, state licensing		
	Signed Commission Adv	vancing Agreement		
	Commission Direct Depo	osit Form (if applicable)		
	Signed Commission Ass	signment (if applicable)		
	Signed W-9 (<u>mandatory</u>)			
	Signed Commission Scho	iedule		
	Other (describe:)		
	ASD Signature:	ent request and it appears to be complete and correct Date:		
UFLIC	C Headquarters Use:	Agency Number:		
Agent	Writing Number:	Commission Level Number:		
Advan	cing? YES NO	If Yes, Reserves =% to \$		
Comm	issions Assigned? NO	YES, to		
Appoin	ntment Completed By:	Date:		



UNITY FINANCIAL LIFE INSURANCE COMPANY APPLICATION FOR GENERAL AGENT CONTRACT

Please attach a copy of your current license for each state in which you wish to be appointed. If it is a Corporation or partnership requesting appointment, please provide a copy of the complete license showing each of the sublicensees. Please answer all questions:

PROSPECTIVE GENERAL AGENT: _____ SS or Tax ID # _____

М	a	e	or	F	ema	le
_						

Date of Birth: _____ Managing General Agent/Agency: _____

By your signature below, you certify that you have provided your correct taxpayer identification number and that you are not subject to backup withholding.

ADDRESSES (Please print clearly and provide both Residence and Business Addresses) Residence Address **Business Address** Email: Cellular: Phone: Phone: Fax:

I prefer to receive mail at my: **Business Address**

Residence Address

STATE LICENSES

State	Reference #	Type of License	Lines of Business

Do you hold a current Funeral Director's License for the state in which you intend to sell life insurance? ____Yes ____No Are you a U.S. Citizen? ___Yes ___No

EMPLOYMENT HISTORY PAST FIVE YEARS

Name of Company	Appointment effective dates		Production
	From:	To:	
	From:	To:	
	From:	To:	

Criminal History: Federal Law prohibits anyone who has been convicted of a felony involving dishonesty or a breach of trust, to participate in the business of insurance. Have you (or, if a corporation, any of the sublicensees) ever been convicted of **any crime** (including DUI) other than a minor traffic offense? If yes, please provide details, including date, jurisdiction, charge and sentence. Yes No

Financial Information:	Have you ever used any other name(s)? If so, please provide name(s):			
Are you presently indebted	d to any insurance company, its managers or managing general agents?	Yes	No	
Have you filed for bankru	ptcy within the past seven years?:YesNo			

Date:

SIGN HERE



General Agent's Agreement

Between Unity Financial Life Insurance Company ("the Company") and

of

General Agent's Business Address (Please Print)

- 1. **Appointment**. The Company hereby appoints the General Agent to conduct an insurance agency to solicit applications for life insurance and annuities, both individual and group, 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/certificates 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 General Agent shall have the right to appoint agents, with the approval of the Company for all matters entrusted to him or her and for his or 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 or her.
- 2. **Relationship**. This Agreement shall not be construed to create the relationship of employer and employee between the General Agent and the Company. The General Agent is hereby constituted and shall in all respects continue to be an independent contractor. The General Agent shall be free to exercise his or her own judgment as to the persons he or she will solicit for insurance.
- 3. **Rules**. The General 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 General Agent shall immediately remit to the Company all funds received or collected on behalf of the Company.
- 5. **Prohibitions**. The General Agent shall have no power or authority to do any of the following:
 - a. Represent that he or 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/certificates of the Company in any manner whatsoever.
 - c. Issue, print or circulate any advertisement, or sales material concerning the Company or its products or any other company without prior written approval from the Company.
 - d. Bind the Company on any application for a policy/certificate.
 - e. Extend the time of paying any premium, or rebate or offer to rebate any part of a premium.
 - f. Make any misrepresentation or incomplete comparison in order to induce policy/certificate holders of the Company or any other company to convert, lapse, surrender or forfeit his or her insurance.
 - g. Exercise any authority on behalf of the General Agent or the Company other than that expressly conferred by this Agreement unless authorized by the Company in writing.
- 6. **Indebtedness**. If the General Agent leaves the Company, or is terminated, with a debit balance, the Company may give the General Agent's up line General Agent the right to collect any debt that is transferred to that agent. Transfer of debt to another General Agent does not relieve the General Agent of that obligation.
- 7. **Sub-Agent Indebtedness**. If the General Agent has Sub-Agents for which the General Agent receives an override commission, the General Agent guarantees the payment of any debit balance or other indebtedness incurred by such Sub-Agents. The General Agent will pay the Company on demand if the Company, in its judgment, is unable to collect such balances when due. If the General Agent pays the Company for a Sub-Agent's indebtedness, the Company will assign its rights to such indebtedness to the General Agent to the extent of the General Agent's payments to the Company.
- 8. Legal Proceedings. The General Agent shall have no authority to institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the General Agent's or Company's business, except with the written consent of the Company. In the event any legal process or notice is served on the General Agent in a suit or proceeding against the Company, the General Agent shall forthwith forward such process or notice to the Company by overnight delivery.
- 9. 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 policy/certificate issued prior to the effective date of the change. Either party may terminate this Agreement at any time by giving the other party ten days' written notice. This Agreement shall terminate forthwith on the death of the General Agent. Any compensation due to or indebtedness owed by the General Agent at his or her death or falling due thereafter, under this Agreement shall be paid to or by his or her executors or administrators.

- 10. Termination for Cause. If the General 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 or her own use money or documents belonging to the Company, or (5) rewrite or cause to be rewritten with any other insurer any policy/certificate in force with the Company, whether or not such policy/certificate had been written by the General Agent, without prior written notice to the Company, or (6) induce or attempt to induce, any General 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 policy/certificate holder of the Company, or (9) fail to comply with the laws and regulations of any state where the General Agent is appointed by the Company, or fail to maintain in good standing a license to sell insurance in such states or (10) violate any of the provisions or conditions of this Agreement, the Company shall terminate this Agreement by written notice and all interest the General Agent may have in any commissions and any other compensation under this and previous agreements made with the Company or any of his or her Sub-Agents shall be forfeited. Such termination does not relieve the General Agent of any obligations to pay indebtedness owed at the time of termination or thereafter.
- 11. **Commissions**. As compensation for production and services as General Agent, the General Agent shall be paid by the Company commissions computed in accordance with the accompanying Commission Schedules. The commission schedules shall be subject to change by the Company at any time, such changes to be applicable to all policies/certificates issued after the effective date thereof. Commissions are not earned on policies/certificates which are returned to the Company and voided. The Company will recover an amount equal to the commissions paid, advanced or added to reserve account on any policy/certificate which, during the first policy/certificate year, ceases to be in force as a result of death, lapse, surrender, free look, or similar event. The date of death is the actual date, not the reported date. Policies/certificates with a death benefit resulting from a nonforfeiture benefit do not count as in force. The Company may recover commission payments at any time if the Company voids or rescinds a policy/certificate and returns premium.
- 12. **Renewal Commissions**. If any policy/certificate written under this Agreement shall cease to be in force on a premium-paying basis, the General Agent shall not be entitled to any further renewal commissions on such policy/certificate. The Company retains the right to withhold renewal commission from any General Agent who is terminated for cause or who is terminated with a debit balance. For terminated General Agents, renewal commissions will end when the monthly amount earned falls below \$10 for two consecutive months.
- 13. Commission Payments and Refunds. No commissions shall be payable on any rejected application. Should a policy/certificate issued on an application secured by the General Agent lapse and not be reinstated, the General Agent shall have no further interest of any kind in the policy/certificate. Should the Company refund the premium for any reason, including but not limited to cancellation and rescission, on any policy/certificate written on an application secured by the General Agent, he or she shall refund to the Company, if so instructed, any and all monies received by him or her by reason of the payment of such premiums.
- 14. **Reporting of Subsequent Events**. After the date of this Agreement, General Agent shall promptly notify Company if the General Agent is arrested for or convicted of any misdemeanor or felony other than minor traffic violations or if the General Agent files for bankruptcy, either personally or for any entity directly related to his or her insurance business.
- 15. Limitations. The Company reserves the right, in its sole discretion and without liability to the General Agent, to disapprove any application for insurance submitted to it by the General Agent or any Sub-Agent or person under his or her supervision and to limit or restrict the amount of and/or plan of insurance it shall issue.
- 16. Assignment. This Agreement is not transferable. No rights or interests under this Agreement shall be subject to assignment without the written consent of the General Agent and the Company.
- 17. Waiver. The failure of the Company to enforce any provision of this Agreement or to insist upon strict compliance by the General 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.
- 18. Entire Agreement. This Agreement shall supersede any prior Agreement between the Company and the General Agent in relation to policies/certificates issued through the General Agent after the Agreement becomes effective. The foregoing, together with accompanying schedules, constitutes the entire Agreement between the parties.
- 19. Liability. Each shareholder or partner, if the General Agent is a corporation or partnership, personally and fully guarantees the performance by the General Agent of every commitment, covenant and undertaking in this Agreement, provided such person or persons has/have signed this contract individually or on behalf of the General Agent.

	SIGN HERE	Supervising General Agent (s)
General Agent		Beneflex Financial Group LCC Managing General Agent
Date		Managing General Agent
		For the Company

PAGE 2 OF 2



Agreement for Reserve Account

I hereby agree that Unity Financial Life Insurance Company ("the Company") reserve sums against commissions to be earned under the provisions of my General Agent's Agreement, and I agree that:

- 1. All commissions paid are subject to potential chargebacks. I understand that any indebtedness remaining on the date my General Agent's Agreement terminates will become immediately payable in full. Any indebtedness that is incurred after termination of my Agreement will be payable on demand.
- 2. **Reserve Fund:** I understand that a Reserve Fund will be created, wherein a percentage of my commissions will be held at the Company until a cap has been reached.

Initial Reserve Fund Percentage:	10%	Company Approval:	0/_0
Initial Reserve Fund Cap:	\$3,000.00	Company Approval:	\$

- 3. Commission charge-backs will be withdrawn from the Reserve Fund first. If the Reserve Fund is insufficient, charge-backs will be taken from my next commission check. I understand and agree that the Reserve Fund percentage and/or cap amount may be changed at any time by the Company.
- 4. This Agreement may be terminated at any time for any reason without notice to me.

Date:	0 _	General Agent's Signature		SIGN HERE
	A	uthorization Signatures		
	Supervising General Agent: _		Date:	
	MGA:		Date:	
	Chief Marketing Officer:		Date:	

UNITY FINANCIAL LIFE INSURANCE COMPANY



PO Box 625700 Cincinnati, OH 45262

Candidate Notification

Through this document, it is disclosed to you that an investigative consumer report will be obtained from a consumer reporting agency for the purpose of evaluating you for agent appointment, employment, promotion, reassignment or retention as an employee or for eligibility for a license required by law to consider an applicant's financial responsibility. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.



Authorization to Conduct Background Investigations

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with my application for agent appointment, employment or license. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written authorized request. I understand this authorization is to be part of the written agent appointment and/or employment application which I sign.

I have been given a stand alone, consumer notification that a report will be requested and used for the purpose of evaluating me for employment, agent appointment, promotion, reassignment or retention as an employee or for a license required by law to consider an applicant's financial responsibility.

Print Name	
Signature	SIGN HERE Date
Date of Birth (for identification purposes only)	
Social Security Number (for identification purposes only)	
If name changed, (through marriage of otherwise) print former name here	



DIRECT DEPOUIT OF COMMIUUIOPU

AUTHORIZATION AGREEMENT FORM FOR DIRECT DEPOSIT OF COMMISSIONS

I hereby authorize Unity Financial Life Insurance Company to initiate credit entries and, if necessary, debit entries and adjustments for any credit entries in error to my account. I will not hold the banks liable for any erroneous deposits or adjustments.

Name: Last (Please Print Clearly)	First		M.I.
Address	City	State	Zip Code
Aduress	City	State	Zip Code
Agent Number (s)			
Ple	ease Attach a Voide	ed Check Here	
	SIGN HERE		
Agent Signature		Date	
Pleas	se return this to Un	ity Financial by	•
Fax: 888-95	5-0595 or Email: <u>w</u>	ealth@beneflex	financial.com
OFFICE USE ONLY:			
Entry Code: \$ <u>CUFA</u>		PRENOTE	DATE



Want 24/7 access to your account information? Sign up for Unity Link today!

Unity Link: Unity Financial's Agent Information System

Full Name:		
e-mail address:		
Signature:	sign HERE Date:	
Return to:		

Agent Services Unity Financial Life Insurance Company PO BOX 625700 Cincinnati Ohio 45262-5700 Fax: 513-247-5040

When your request has been processed, you will be notified by email with all of the information you need to access the Unity Link Agent System.



UNITY FINANCIAL LIFE INSURANCE COMPANY

PO Box 625700 Cincinnati, Ohio 45262

ASSIGNMENT OF COMMISSIONS

For valuable consideration, I ______, herein called "ASSIGNOR" hereby assign, transfer and set over to ______, hereafter called "ASSIGNEE" all my right, title and interest in and to all commissions and any other compensation now due and hereafter to become due on all insurance policies, present and future, heretofore and hereafter issued by Unity Financial Life Insurance Company (hereinafter called "COMPANY") procured by me or in connection with any of my agency contracts with the COMPANY and all amendments, additions or supplements hereto and all new agency contracts entered into by me with the COMPANY.

ASSIGNEE'S ADDRESS: _____

ASSIGNEE'S TAXPAYER ID NUMBER: _____

The COMPANY is hereby authorized and directed to pay the commissions and other compensation forthwith, as they may become due directly to the ASSIGNEE and the receipt of the assignee shall constitute a full discharge of the COMPANY on account of said payments.

The ASSIGNEE acknowledges that they will be responsible for any financial obligations that result from business sold for which commissions are assigned pursuant to this agreement.

This agreement supersedes any and all assignments executed by the ASSIGNOR relevant to the COMPANY prior to this date.

SIGNATURES				
ASSIGNOR:	sign HERE Date:			
ASSIGNEE:	SIGN HERE Date:			
Unity Financial Life Insurance Company, by its Officer, Date:				

Name (as shown on your income tax return) . :

Exempt payee
onal)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Social security number or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here	Signature of U.S. person ►	
	0.5. person P	

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

 $\bullet\,$ The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN, $% \left({{\rm{TIN}}_{\rm{T}}} \right)$

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 below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

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 income tax return. 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 entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA 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.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 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, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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, 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:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5.	Sole proprietorship or disregarded entity owned by an individual	The owner ³
	For this type of account:	Give name and EIN of:
6.	Disregarded entity not owned by an individual	The owner
7.	A valid trust, estate, or pension trust	Legal entity ⁴
8.	Corporate or LLC electing corporate status on Form 8832	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10.	Partnership or multi-member LLC	The partnership
11.	A broker or registered nominee	The broker or nominee
	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

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.

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

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing

schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons 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 or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal not acriminal 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. Payers must generally withhold 28% 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.