



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888-724-4267

# Application for Appointment

LIFE INSURANCE COMPANY

**IF YOU FILL THIS FORM OUT BY HAND - PLEASE PRINT**

**INDIVIDUAL PRODUCER/AGENCY PRINCIPAL INFORMATION**

Name: \_\_\_\_\_ Sex:  Male  Female

Home Address: \_\_\_\_\_  Check here if Mailing Address is the same as Home Address  
 Street City State ZIP Code

Mailing Address: \_\_\_\_\_  
 Street City State ZIP Code

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**ADDRESS HISTORY (previous 3 years – use a separate page, if necessary)**

Street Address	City	State	ZIP Code	# of Years

**EMPLOYMENT HISTORY AND COMPANIES REPRESENTED (previous 3 years – use a separate page, if necessary)**

Company	City	State	Phone #	# of Years

**AGENCY/ENTITY INFORMATION (only complete this section if you are the Principal of the Agency)**

Agency/Entity Name: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_  Individual/Sole Proprietor  Partnership  Corporation/LLC

Mailing Address: \_\_\_\_\_  
 Street City State ZIP Code

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

**LICENSE INFORMATION**

Resident State: \_\_\_\_\_ Resident License Number: \_\_\_\_\_

List each Non-Resident State that you want to be appointed in: *(you are responsible for all associated appointment fees)*

Florida Licensed Producers - Indicate the County(ies) in Florida where you will be soliciting business: *(you will be responsible for all associated county fees)*



BC101002



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## BACKGROUND/PERSONAL HISTORY INFORMATION

**IMPORTANT:** Please read and answer the following questions. For each "YES" answer, **provide a detailed explanation on a separate sheet of paper.** The answers provided will be verified with a consumer reporting agency. If any information requested below has not been disclosed, this may be sufficient reason to close this application for appointment.

- |     |   |  |
|-----|---|--|
| 1.  | Have you ever been convicted of or plead guilty or no contest to any felony, misdemeanor or a violation of federal or state securities or investment related regulations? (Sagicor Life Insurance Company prohibits appointment of an agent <b>convicted</b> of any felony) | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.  | Are you currently under investigation by any legal or regulatory authority?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.  | Do you now owe money to any life or health insurance company?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4.  | In the past ten years have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgments against you?                        | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.  | Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reasons other than non-production?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 6.  | Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory body or any securities commodities or insurance regulatory body or organization or employer?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 7.  | Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 8.  | Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 9.  | Have you ever been appointed with Sagicor Life Insurance Company or one of its affiliates?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 10. | Are you related to a Sagicor Life Insurance employee?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |

## ANTI - MONEY LAUNDERING TRAINING

11. Have you had any anti-money laundering training in the last 24 months?

YES I certify that, within the last 24 months, I have taken an anti-money laundering training course from another insurance company or an approved third party provider.

Date course was completed: \_\_\_\_\_ **DATE REQUIRED**

Name of course provider: \_\_\_\_\_ **NAME REQUIRED**

***I acknowledge that an anti-money laundering refresher course will be required every two years.***

NO I understand that my appointment will not be approved until I complete training and provide a completion date and course provider name. (Note: Call **Producer Appointment** for training availability)

**Note: Sagicor requires you to maintain Errors & Omission (E&O) coverage as a condition of your appointment. Please provide a copy of your current E&O Policy Declaration Page with your completed application.**

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

I understand and agree that:

- I can solicit business only in states where I am licensed and appointed with Sagicor Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable to solicit applications anywhere other than the resident state of the applicant.
- I will abide by all current written rules and regulations set forth by Sagicor Life Insurance Company.

Producer's/Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Title: \_\_\_\_\_



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# Assignment of Commissions

LIFE INSURANCE COMPANY

The undersigned party ("Assignor") hereby states and acknowledges the following:

1. For valuable and sufficient consideration received, Assignor hereby transfers and assigns to \_\_\_\_\_ ("Assignee"), any and all first year and renewal commissions ("Commissions") now due or that hereafter become due to Assignor under the terms and conditions of my Producer Agreement with Sagicor Life Insurance Company ("Company").  
Name of Agency
2. The Assignor is a(n) \_\_\_\_\_ of the Assignee.  
(e.g.: Employee, Principal, Owner, Independent Contractor, Member, etc.)
3. The Assignor understands and agrees he/she must abide by the terms and conditions of his/her Producer Agreement with the Company.
4. The undersigned certifies that this transfer and assignment of Commissions is being executed for legal purposes.
5. The Assignor and Assignee must each have an insurance license and be appointed with the Company in the jurisdiction(s) for which commissions will be earned, if required by the law of such jurisdiction(s) to be so licensed and appointed in order for the Assignee to receive the Commissions.
6. The payment of said Commissions to Assignee shall discharge Company from all liability to Assignor for the payment of such Commissions to the same extent as if payment had been made directly to Assignor. The Assignor hereby waives any and all rights to claim from the Company any amounts paid by the Company to Assignee under the terms hereof.
7. This Assignment shall be binding upon the heirs, successors and subsequent assigns of, or any other party claiming through or under, the Assignor.
8. This assignment shall be subject to any present indebtedness or any future accruing indebtedness due and owing to the Company, and subject to all the rights of the Company, whether under the terms of the above indicated Producer Agreement or otherwise.
9. Commissions will be paid to the Assignee and the Company will report the Commissions on a 1099 tax form under the Assignee's Tax Identification Number.
10. This Assignment shall be effective as of the date it is accepted and recorded by Company.
11. This Assignment may be revoked at any time upon the written notice by the Assignor and such revocation will be effective when recorded by Company.

## ASSIGNOR

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

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

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

Producer Number: \_\_\_\_\_

Sagicor Life Insurance Company does not assume responsibility for the validity or legality of this Assignment request, but only agrees to record this request.



BC130014



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LIFE INSURANCE COMPANY

## DISCLOSURE OF INTENT TO OBTAIN CONSUMER REPORTS

Sagikor Life Insurance Company may obtain one or more consumer reports with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagikor Life Insurance Company.

If requested, the report(s) could be obtained from one or both of the investigative consumer-reporting agencies below: As disclosed below, the reports may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of these reports are: financial and credit history, criminal records search, licensing and disciplinary action history and employment verification.

Vector One  
 PO Box 12368  
 Scottsdale, AZ 85267  
 (800) 851-8559

GIS (eQuest+)  
 PO Box 353  
 Chapin, SC 29036  
 (888) 333-5696

## AUTHORIZATION TO OBTAIN CONSUMER REPORTS

The undersigned hereby authorizes Sagikor Life Insurance Company to procure one or more consumer reports and to access the information obtained with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagikor Life Insurance Company.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name/Agency Name (if requesting an agency/corporate appointment)

\_\_\_\_\_  
 Title

### Fair Credit Reporting Act - Notice of Proposed Investigative Consumer Report

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, Sagikor Life Insurance Company may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living. You have the right to request in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the Investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Send your request to: Producer Appointment, Sagikor Life Insurance Company, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. Also Sagikor Life Insurance Company may share the information contained in the investigative report and other information in your file, with its affiliates; unless you send a written request to the above-described address directing that this information not be disclosed or shared with affiliates.





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T. 888-724-4267 / F. 480-425-5125

[www.SagicorLifeUSA.com](http://www.SagicorLifeUSA.com)

# Producer Agreement

PRODUCER or ENTITY (CORPORATION, LLC, etc.) NAME: \_\_\_\_\_

Sagicor Life Insurance Company (hereinafter called the "Company", "we", "our" or "us") and the Person or Entity named above (hereinafter called "Producer", "you", or "your") mutually agree to the terms of this Producer Agreement ("Agreement") as follows.

## 1. GENERAL AUTHORITY

### 1.1 AUTHORITY TO SOLICIT

The Company appoints you as a producer to solicit applications for life insurance products and annuities issued by the Company, subject to the terms and limitations in this Agreement. You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, which are made available to you in conjunction with and during your appointment with the Company, as such may be in effect or amended from time to time by the Company at its sole discretion and in accordance with the provisions of this Agreement.

### 1.2 AUTHORITY OVER PRODUCERS

You are authorized to recruit and recommend to the Company producers to be appointed as your Sub-Producers for purposes of distribution of Company insurance products. The contract made with the Sub-producer shall become effective when executed by the Company and the Sub-producer is licensed and appointed. The Company may refuse to contract with any proposed Sub-producer and reserves the right to terminate any Sub-producer's contract without violating this Agreement.

### 1.3 LIMITATION OF AUTHORITY

Neither you nor any producers appointed as your Sub-Producers are authorized by or on behalf of the Company to:

- (a) waive, alter or change any provision or condition of the Company's insurance policies, or certificates, applications, producer's contracts, literature or receipts, or modify or extend the amount of time for any premium payment due the Company;
- (b) perform any act other than expressly granted herein, except as specifically authorized in writing by the Company;
- (c) bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account;
- (d) enter into any legal proceedings on behalf of or as a producer of the Company in connection with any matter pertaining to our business without prior written authorization of the Company;
- (e) enter into any contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company; or
- (f) use or distribute any materials that reference Company or Company's products, or use the Company logo, without prior written consent of the Company in connection with the solicitation of applications for insurance or appointment of producers. This excludes materials supplied by the Company.

## 2. RELATIONSHIP

### 2.1 INDEPENDENT CONTRACTOR

Your relationship with the Company shall be that of an independent contractor and not that of an employee, with regard to but not limited to, state or federal income tax, Social Security, worker's compensation and unemployment compensation. Subject to applicable industry laws, rules, regulations and standards, you shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this Agreement. You consent to receiving communications from us regarding any matters within the scope of this Agreement in any form, including, without limitation, phone solicitations, faxes, and e-mails, and you agree to using the Internet to access and read documents that we only make available through our Website. You shall pay all expenses in connection with your agency.

### 2.2 YOUR SUB-PRODUCERS

You also acknowledge that all producers appointed as your Sub-Producers are independent contractors of the Company. You are responsible for training and supervising such producers in accordance with the rules and regulations of the Company and requirements of the state(s) in which they are licensed and act as producers for Sagacor Life Insurance Company.

Should there be a dispute between you and another Company producer relative to this Agreement and specifically regarding a producer's appointment, contract level, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute. This decision will be binding and conclusive on all parties.

### 2.3 YOUR EMPLOYEES

You are solely responsible for compensation of any persons in your employ including any producers and agree to hold the Company harmless from any damages which may be incurred as a result of your failure to compensate said individuals.

### 2.4 TERRITORY OR PRODUCTS

You have no exclusive territory or product distribution rights. Your territory is any state in which you are licensed and the Company is authorized to conduct business.

Without liability to you, the Company may, at its sole discretion:

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any product or policy form in any or all states or territories without prejudice to our right to continue use of said form in any other state or territory;
- (c) resume the issuance or use of any form in any state, territory or territories; and
- (d) designate certain products to be marketed only through select persons, distribution organizations, or Company affiliates.

## 3. DUTIES

### 3.1 COLLECTION OF PREMIUM

You shall not receive or collect cash for or on behalf of the Company. You shall only receive or collect checks, drafts, or other financial instruments made payable to the Company. Neither you nor your Sub-Producers are authorized to endorse or cash checks, drafts, or other financial instruments made payable to the Company. You are authorized to collect and promptly remit to the Company the first premium on business produced by you in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. Any monies received on behalf of the Company will be held in trust by you and shall not be used by you for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company.

### 3.2 DELIVERY OF POLICY

The Producer shall promptly deliver issued policies in accordance with the Company's policies and procedures. The policies may be delivered only if:

- (a) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
- (b) the first premium has been fully paid.

Any policy not delivered in accordance with the Company's policies and procedures shall be immediately returned to the Company. For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

### 3.3 PROFESSIONAL ERROR AND OMISSION LIABILITY.

At all times during the term of this Agreement, and at your own expense, you shall carry professional error and omission insurance in an amount of not less than \$1,000,000. You shall carry this claims made coverage for a period of 180 days following expiration or termination of this Agreement or in the alternative purchase an extended claims reporting provision allowing claims arising from actions during the term of this Agreement to be reported up to 180 days after the expiration or termination of this Agreement.

### 3.4 COOPERATION

The Producer agrees that he/she and any of his/her employees and/or agents shall cooperate with the Company and its affiliates in connection with, but not limited to, the following:

- (a) the investigation and settlement of any claim;
- (b) any regulatory agency investigation;
- (c) any administrative or judicial proceeding, regardless of the person or entity initiating such proceeding; and
- (d) the resolution of any customer complaint, directly or indirectly involving the subject matter of this Agreement.

As used herein, "customer complaint" means a written or oral communication expressing a grievance, either directly from an applicant or policy owner or from such person's legal representative or from any governmental or regulatory agency on behalf of an applicant or policy owner. Producer agrees to promptly notify the Company upon receipt of any customer complaint.

## 4. COMMISSIONS

4.1 We will pay to you commissions at the rate and in accordance with the conditions set forth in the Commission Schedule.

4.2 The Commission Schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the Commission Schedule will apply only to applications written after the effective date of the amendment.

4.3 Commissions will be paid on premiums paid in advance of the due dates.

4.4 Commissions shall be payable no less than monthly as long as the minimum commission earned equals or exceeds \$50. Any commission earned that remains below \$50 will be paid without interest by the Company in the next commission cycle after the commission balance equals or exceeds \$50. If the premium on any policy secured hereunder is not paid within 90 days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.

4.5 You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.

4.6 Should the Company, at its sole discretion, deem it appropriate at any time to rescind, cancel or non-renew a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you and your sub-producers in the month this occurs.

- 4.7 Commissions on benefit riders, term riders, permanent and table extras, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- 4.8 All commissions in this Agreement shall be reduced by the amount which the Company, pursuant to the terms of their respective Commission Schedules, pays directly to sub-producers recommended by you and under your supervision. The Company will make available to you no less frequently than monthly, statements showing commissions credited and other account entries within such account period.
- 4.9 The Company must be notified in writing of any disputed amounts or transactions within 90 days of the transaction date. Should a dispute arise between you and another producer over commissions, the Company will have the sole right to determine to whom such commission shall be paid and the decision shall be binding and conclusive to all parties.

## 5. LIABILITY

The producer is authorized to collect and promptly remit to the Company the first premium on business produced by the producer in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. This includes monies paid to you or to sub-producers recruited or recommended by you. Any monies received on behalf of the Company will be held in trust by the producer and shall not be used by the producer for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company. The Company reserves the right to charge interest on any amounts due hereunder up to 8% per year (or the maximum allowed by law whichever is less).

All records related to applications submitted by you and all accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. You shall make such records available to the Company on request at any time during normal business hours.

## 6. INDEBTEDNESS AND OFFSET

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Agreement or any other contract with the Company, shall have a first and prior lien against any compensation due you under this Agreement and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Agreement or any other contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or successors it assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with Sagicor Life Insurance Company.

## 7. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including, but not limited to, attorneys' fees resulting from actions by you or your sub-producers and for all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your:

- (a) breach of the terms of this Agreement;
- (b) violation of any law or regulation; or
- (c) failure to comply with any court order or order of any governmental agency.

Should any claims or lawsuits be made by any third party against you or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in Section 12.

## 8. TERMINATION OF CONTRACT

8.1 This Agreement shall be automatically terminated without written notice to you by the Company in the event of either:



- (a) Your failure to be licensed to sell insurance and insurance products; or
- (b) Your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the entity. We may continue to rely on this Agreement as existing before such dissolution until we receive formal written notice of dissolution.

8.2 This Agreement may be terminated by either party without cause by written notice to the other party.

8.3 This Agreement may be terminated for cause upon written notice to you by the Company, upon its discovery that you have engaged in any of the following:

- (a) Wrongfully withheld or misappropriated any funds, insurance policies, annuities, vouchers or other property belonging to the applicant, policy or contract owner, or Company;
- (b) Acted to materially prejudice the interests of or to discredit the Company, or acted in a manner which subjected us to liability due to any act, omission or misrepresentation by you;
- (c) Committed any fraud upon the Company or its policy or contract owners; or committed a criminal act involving theft or dishonesty;
- (d) Failed to comply with any insurance or other material law, rule or regulation of any federal, state, or other governmental agency or body having jurisdiction under this Agreement;
- (e) Failed to comply with or otherwise breached the terms or conditions of this Agreement or Company rules and procedures;
- (f) Failed to cooperate completely and honestly with the Company with regard to its handling and resolution of any matter that is related to your representation of the Company pursuant to this Agreement;
- (g) Failed to pay any indebtedness to the Company on written demand; or
- (h) Directly or indirectly endeavored to induce producers of the Company to discontinue their contracts with the Company, or improperly induce the Company's policy owners to relinquish their policies.

Should you be terminated under this Section 8.3, you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Agreement. Forfeiture under this Section 8.3 shall not constitute an election by the Company to forego any claim it may have against you.

8.4 If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder, as does a notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation, without interest, will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.

8.5 The Company has the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, the Company becomes aware that prior to or subsequent to the termination without cause you violated the provisions of this Section 8 of this Agreement.

8.6 Upon termination of this Agreement, you shall immediately deliver to us or destroy, as directed by the Company, all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.

8.7 Should the renewal commissions due you be less than \$100 for any calendar year, the Company may discontinue payment to you at its discretion.

8.8 Except as set forth in Section 8.3, first year and renewal commissions shall be fully vested as they accrue; renewal commissions will be vested at 100% of the renewal commission percentage shown in the Commission Schedule or amendment.

- 8.9 Upon termination of this Agreement for any reason, all accounts between Company and Producer shall, for the purpose of settlement, be merged into one account. If such account shows a net balance in favor of Producer, the Company shall pay such balance to Producer; but if the account shows a net balance in favor of Company, Producer shall pay such net balance to Company.
- 8.10 In the event of termination of this Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, at time of or subsequent to termination, any monies are due or become due from you to the Company, and you fail to repay such monies upon demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. Forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

## 9. NOTICES

Any notice or demand required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (unless this Agreement provides for a different method or period of time), upon actual receipt by the party receiving the notice at its then principal place of business, principal facsimile number, or principal email address. Your principal place of business will be deemed your last known address, facsimile number, or email address in the Company's records. The Company's principal place of business and principle facsimile number are as presented at the top of this Agreement; its principal email address is the email address of its Chief Channel Officer at the time the notice is being given. All notices to the Company should be addressed to the attention of the Company's Chief Channel Officer. Either party may change the address, facsimile number, or email address to which such notices are to be addressed by giving the other party notice in the manner herein set forth. There will be a rebuttable presumption of receipt upon (a) the notification of a successful facsimile or email transmission; (b) delivery confirmation by an overnight courier service; (c) delivery confirmation by certified U.S. Mail; or (d) personal delivery.

## 10. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

## 11. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement, whether continuing or not, or to take action against you including termination of the contract, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

## 12. SURVIVAL

The provisions of Sections 3.1, 3.4, 5, 7, 8, 11, 14, 15 and 16 shall survive termination of this Agreement.

## 13. ASSIGNMENT / AMENDMENT

This Agreement may be assigned by the Company without obtaining your consent. You may not assign this Agreement or any part hereof, without obtaining the prior written consent of the Company. The Company reserves the right to amend this Agreement at any time upon written notice to you. This Agreement may not be amended or changed by any verbal promise or statement by whosoever made, and no written amendment or change will bind the Company unless it is signed by an Officer of the Company, and expresses an intention to amend or change this Agreement. Your submission of an application for a policy after there has been written notice to you will constitute your agreement to such amendment.

## 14. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, 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 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 judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Hillsborough County, Florida (or such other place as determined by the Company, at its sole discretion).

## 15. APPLICABLE LAW

To the full extent controllable by our stipulation, this Agreement shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under the laws of Florida without regard to conflicts of law principles.

## 16. INFORMATION PRIVACY AND SECURITY AND ANTI-MONEY LAUNDERING REQUIREMENTS

You acknowledge that you have accessed and read the Company's Privacy and Anti-Money Laundering Policies, which are available by links on the bottom of Company's website, and, in accordance and furtherance thereof and in support of Company's commitment to complying with all applicable laws and regulations, you agree to comply with:

- (a) Our policies regarding the use of private policyholder information and the prevention of money laundering;
- (b) The Federal Gramm-Leach-Bliley Act and all other applicable federal and state privacy and information security laws;
- (c) The USA Patriot Act of 2001 and other Statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC");
- (d) Requirements of the Health Insurance Portability and Accountability Act of 1996, as applicable; and
- (e) The Telephone Protection Act of 1991 (amended 2003), and the National Do Not Call List administered by the Federal Trade Commission (FTC).

## 17. COUNTERPARTS; ETC.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The electronic transmission of a signed signature page, by one party to the other(s), shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. This Agreement shall not be altered or amended except as provided in Section 13. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel. References to "including" means including without limiting the generality of any description preceding such term. For purposes of this Agreement: "hereof," "hereby," "hereunder," "herewith," "hereafter" and "hereinafter" refer to this Agreement in its entirety, and not to any particular subsection or paragraph.

## 18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior written or oral contracts and agreements and all contemporaneous oral contracts, agreements and understandings relating to the subject matter hereof.

## 19. TRADEMARKS

You acknowledge that the Company and/or its affiliates are the owner of all right, title and interest in and to the tradenames "Sagikor" and "Sagikor Life Insurance Company" as well as other designs trademarks, service marks, mottos and logos (the "Marks") that have become associated with the Company. You are hereby granted a limited license to use the Marks only to the extent necessary to carry out your duties hereunder. This license shall terminate effective upon termination of this Agreement.

## 20. BENEFICIARIES

If you are an individual, your Primary and Contingent Beneficiary designations (for the receipt of vested commissions) should be indicated in this Agreement. If no designations are shown, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to designation of any irrevocable beneficiary, by filing a written request for the change with the Company's Administrative Office at 4343, N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85251. The request will not be effective until the Company sends you notice that the request has been received. Once this notice has been sent, the change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request. A new designation of beneficiary terminates the interest of all previous beneficiaries.

## 21. BENEFICIARY DESIGNATIONS

### Primary Beneficiary

Full Name	Relationship	Address	SSN/TIN	DOB	%

### Contingent Beneficiary

Full Name	Relationship	Address	SSN/TIN	DOB	%

[Remainder of Page Intentionally Left Blank.]

I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND I AGREE TO READ, ACCEPT AND ABIDE BY ALL THE COMPANY'S RULES AND PROCEDURES, INCLUDING, BUT NOT LIMITED TO, THE TERMS AND CONDITIONS STATED IN THE COMPANY'S PRODUCER OPERATING MANUAL AND PRODUCER COMPLIANCE MANUAL AS OF THE DATE OF MY EXECUTION OF THIS AGREEMENT AND AS THEY ARE SUBSEQUENTLY AMENDED BY THE COMPANY.

I understand and agree, that as a producer of Sagicor Life Insurance Company, it is not only my "ethical responsibility" but it is required that I have a thorough understanding of the Company's products. I will present accurately and honestly all facts essential to each potential policyholder's decision and recommend only a product suitable for their needs.

This Agreement shall be first signed by you and shall not be effective until thereafter accepted and signed by the Company. I hereby affirm that all answers and information provided by me are true.

\_\_\_\_\_  
Name (and title if signing as Principal for Entity)

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Signature of Producer or Principal of Entity

\_\_\_\_\_  
Date Signed

ACCEPTED AND AGREED:

Sagicor Life Insurance Company

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

Title: \_\_\_\_\_

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

Effective Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.