

**SECURITY LIFE INSURANCE COMPANY OF AMERICA
AGENT CONTRACT AND APPOINTMENT APPLICATION**

Please complete all requirements; failure to do so may delay the appointment process.

- ___ 1. COMPLETE APPLICATION FOR APPOINTMENT.
- ___ 2. IF COMMISSIONS ARE ASSIGNED COMPLETE QUESTION 5.
ALSO INCLUDE LEGAL CORPORATION NAME AND TIN#.
- ___ 3. INCLUDE PHOTOCOPY OF CURRENT AGENT LICENSE.
- ___ 4. INCLUDE PHOTOCOPY OF AGENCY LICENSE IF COMMISSIONS ARE ASSIGNED
- ___ 5. COMPLETE W-9 FORM
- ___ 6. INCLUDE A VOIDED CHECK OR SAVINGS ACCOUNT SLIP IF YOU CHOOSE TO
HAVE COMMISSIONS PAID BY DIRECT DEPOSIT. (Complete instructions are on the attached ACH Form.)

SEND ALL OF THE ABOVE TO:
Security Life Insurance Company of America
10901 Red Circle Drive
Minnetonka, MN 55343-9137
 (800) 328-4667

<i>FOR SLICA HOME OFFICE USE ONLY</i>	
State(s):	Amount Due: \$
Effective Date of Appt.:	Processed By:
Agent Auth #:	EFT:

ASSURANT HEALTH
 ADMINISTRATOR/GENERAL AGENT

THIS AGREEMENT is made on this day between SECURITY LIFE INSURANCE COMPANY OF AMERICA, hereinafter referred to as "Company", whose business office is located at 10901 Red Circle Drive, Minnetonka, Minnesota, and the applicant hereinafter referred to as "Agent".

Last Name		First Name (No Initials)		Middle Name	Social Security Number	
Date Of Birth		Sex	M	F	Are you a citizen of the United States? Yes No	
Legal Corporation Name					Federal Tax ID	
Home Street Address			City		State	Zip Code
Business / Mailings Address			City		State	Zip Code
Home Phone	Business Phone		Fax	Email		
1. Are you currently appointed with Security Life? Yes <input type="checkbox"/> No <input type="checkbox"/>						
2. Are you submitting an application for Insurance with this application for appointment? Yes <input type="checkbox"/> No <input type="checkbox"/>						
3. If Yes, What is the date the Application for Insurance was signed?					Date	
4. List the state(s) in which you are licensed and wish to be appointed:						
State		License #		State		License #
State		License #		State		License #
State		License #		State		License #
5. If you are assigning your commissions to an agency, please give its name and address and check your status with the organization. <i>(Please enclose a copy of your corporate license:</i>						
Name of Assignee				Assignee TIN#		
Street Address			City		State	Zip Code
Do you carry Errors & Omissions Protection? Yes No			STATUS: Owner/Partner Corporate Office Representative (agent)			

6. FIVE-YEAR EMPLOYMENT HISTORY. Begin with present employment. If self-employed, describe your job and give address and phone number				
Dates	Name of Employer	City	Your Position	Reason You Left
7. Have you ever had an application for an insurance license declined by any insurance department?				Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Have you ever had an insurance license suspended or revoked by any insurance department or had a complaint issued against you by any insurance department?				Yes <input type="checkbox"/> No <input type="checkbox"/>
9. Is any charge by any state currently pending against you or against the agency or any member of the agency?				Yes <input type="checkbox"/> No <input type="checkbox"/>
10. Have you ever been charged with or convicted of a felony or of any crime involving moral turpitude?				Yes <input type="checkbox"/> No <input type="checkbox"/>
11. Are there any outstanding judgments or liens (including state or federal tax liens) against you?				Yes <input type="checkbox"/> No <input type="checkbox"/>
12. Has your appointment ever been terminated by an insurance company for reasons other than lack of production?				Yes <input type="checkbox"/> No <input type="checkbox"/>
13. Does any insurer, insured, or other person claim any indebtedness of you as a result of any insurance transactions or business?				Yes <input type="checkbox"/> No <input type="checkbox"/>

NOTE: A "yes" to any question 7 through 13 requires an explanation below or on separate sheets attached to this form.

REFERENCES

Name	Address	Phone

Recitals

1. Company is engaged in marketing and administration of group insurance policies and plans.
2. Agent desires to represent Company in its business of providing group insurance policies and plans for compensation as set forth herein.

IN CONSIDERATION of the mutual premises and upon the terms and conditions set forth herein, the parties do hereby agree:

Section One - Duties

- A. Agent agrees to solicit and service group insurance policies and plans underwritten by Company.
- B. Agent is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash, or make refunds or rebates, or to name additional rates on behalf of Company.
- C. Agent is not authorized to accept or receive money due Company except in accordance with the rules and regulations of Company. Cash collected by Agent from customers in accordance with such rules and regulations for group insurance policies and plans underwritten by Company shall be immediately remitted to Company. All checks received in accordance with such rules and made payable to Company shall be immediately remitted to Company; any check made payable to Agent shall be endorsed to Company and immediately remitted to Company. All other instruments shall be immediately remitted to Company.
- D. Agent agrees not to otherwise interfere with the other business activities of Company or its other representatives.
- E. All sales hereunder are subject to approval by Company at its office. Therefore, all applications and other instruments for insurance coverages hereunder shall be immediately forwarded to Company.
- F. Agent shall maintain all licensing, continuing education, and other agent compliance requirements of the insurance laws and regulations of the jurisdiction in which he/she solicits group insurance policies and plans for Company.
- G. Agent shall enter into a Business Associate Agreement with Company in the form attached hereto as Exhibit A.

H. Agent shall comply with the requirements set forth in Exhibit A pertaining to the use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R. 160.103.

Section Two - Territory

This agreement does not assign a sales territory to Agent. Agent warrants and represents that he/she is licensed and otherwise has the legal right to solicit, sell and service insurance in accordance with this Agreement.

Section Three - Compensation

Compensation to Agent shall be the percentage of premium as set forth on the attached Schedule of Commissions. Such compensation may be amended from time to time by Company. Commissions shall be payable upon receipt and acceptance by Company of total premiums due so long as Agent remains Agent of Record. Compensation may be assigned in writing with the written consent of Company. Agent is responsible for all expenses incurred by him/her in performing the duties described herein.

Section Four - Return of Materials

On termination of this contract by either party, all sales manuals, brochures, applications, forms, premium information, customer account lists, invoices and other sales materials and any copies thereof shall be promptly returned to Company by Agent.

Section Five - Indebtedness

Any indebtedness of Agent to Company shall be a first lien against any commissions due Agent, his representatives, or assigns under this Agreement and such commissions shall be applied to liquidate such indebtedness.

Section Six - Arbitration

Should a dispute or claim arise or remain unresolved between Company and Agent under this Agreement, both parties agree to arbitrate according to the rules of the American Arbitration Association. The prevailing party of any arbitration shall be entitled to reasonable attorney's fees, if any, and other expenses incurred in connection with such arbitration. This Section Six shall survive termination of this Agreement.

Section Seven - Termination

This Agreement may be terminated by either party on not less than thirty (30) days written notice. If termination is by Company, it is agreed that such termination may be with or without cause.

Section Eight - Modifications

This Agreement does not preclude Company from amending or rescinding any insurance contract written with respect to this Agreement.

Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended or modified except in writing signed by a duly authorized representative/officer of Company.

Section Nine – Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota.

Section Ten - Advertising

Agent shall have the authority to prepare and publish advertisements relating to insurance policies and plans underwritten by Company in any media whatsoever, which advertisements may be directed at prospective applicants, current insureds or otherwise, provided however that Agent shall, and shall contractually require its employees to, submit all such advertisements, including, without limitation, brochures, circulars, sales tracts, websites, radio and tv scripts, presentations and any other item, regardless of the medium or dissemination method, to the Company thirty (30) days in advance of the proposed publication for the Company's prior written approval, which approval shall not be unreasonably withheld.

If Agent makes advertisements on behalf of Company, Agent shall, and shall contractually require its employees to, fairly and truthfully advertise the Company's products, and shall not, and shall contractually forbid its employees from, advertising or communicating information to applicants, policyholders, insureds or any other person in a manner which is deceptive, misleading, unlawful, untruthful or constitutes a misrepresentation of fact or an omission of a material fact, or is not otherwise in compliance with advertising requirements of applicable governmental authorities.

Section Eleven - Indemnification

General Agent agrees to indemnify and hold harmless Company from all losses, expenses, costs or damages, including reasonable attorneys' fees and expenses, resulting from any acts or omissions by General Agent which violate the terms of this Agreement. In the event that Company shall assert any rights under this Section, Company shall have the right to withhold all compensation then due or to become due to General Agent and to apply the same against the hold harmless obligations of General Agent to the extent determined by Company. Company agrees to indemnify and hold harmless General Agent from all losses, expenses, costs or damages, including reasonable attorneys' fees and expenses, resulting from any acts or omissions of Company or its employees which violate the terms of this Agreement.

Section Twelve - General Provisions

A. Records and Accounting

General Agent shall maintain in good order the records and account of business transacted on behalf of Company for inspection by, or delivery to Company upon request.

B. Waiver

The failure of Company to declare any default under this Agreement when a default becomes known to Company shall not operate as a waiver of such conditions, nor release General Agent from General Agent's obligations to perform strictly in accordance with the terms of this Agreement.

C. Legal Proceedings or Insurance Department/Consumer Complaints

General Agent shall promptly transmit to Company within twenty-four (24) hours of receipt any documents served upon General Agent in connection with any legal proceedings by or against Company, or any insurance department or other consumer complaint received by General Agent. General Agent shall cooperate with Company to provide any documents or other information required to respond to any insurance department or consumer complaint.

D. Errors and Omissions Coverage

General Agent agrees to obtain Errors and Omissions coverage in accordance with the rules of Company now in force and as may hereafter be adopted, and proof of such coverage must be provided to Company upon request. General Agent will immediately notify Company if such coverage is terminated for any reason.

E. Miscellaneous

To the extent this Agreement may be in conflict with a law or regulation, the Agreement will be construed consistent with that law or regulation. The invalidity or illegality of a provision of this Agreement will not affect the validity or legality of the remainder of the Agreement unless elimination of the invalid or illegal provisions would cause the Agreement to fail an essential purpose. Titles and headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

Section Thirteen – General Agent Representations

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Security Life Insurance Company of America.

I authorize Security Life Insurance Company of America and its agents and/or assigns to obtain and I authorize any insurance carrier or agency with which I am or have been affiliated to release information concerning my character, general reputation, personal characteristics, credit history, mode of living and other applicable data, as part of my appointment and contracting process. A copy of this authorization is as valid as the original. As evidence of my desire to obtain appointment with Security Life Insurance Company of America, I empower it and/or its agents to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, and law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records. I understand and acknowledge that this is an application only and that submission of this application does not guarantee that I will become appointed by Security Life Insurance Company of America. I further understand and acknowledge that any subsequent appointment by Security Life Insurance Company of America only allows me to solicit applications for insurance on behalf of Security Life Insurance Company of America, and that neither this application nor any subsequent appointment constitutes a contract between myself and Security Life Insurance Company of America.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

SECURITY LIFE INSURANCE COMPANY OF AMERICA

Agent Signature _____ Date _____

Print Name of Agent _____

COMMISSIONS PAYABLE TO WRITING AGENT

This schedule is attached to and made a part of the Security Life Insurance Company of America's Agent's Commission Agreement. Commissions are calculated on premiums received and accepted by Security Life Insurance Company of America for the following products:

GEMSTAR GROUP	10% Level on Paid Premium
PRIMESTAR PERSONAL-CLASSIC-PLATINUM	10% Level on Paid Premium

NOTE: Sale of a Policy constitutes acceptance of these Commission Schedules. The commission schedules are subject to state maximums. Security Life Insurance Company of America has the right at any time to change the commission schedule on coverages applied for or renewed, on or after, the effective date of such change, provided sixty (60) days advance written notice is given.

Commissions due or paid to any sub-Agent(s) shall be deducted from the above commissions.

Exhibit A

BUSINESS ASSOCIATE AGREEMENT FOR USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

WHEREAS, this Exhibit A shall be applicable to Protected Health Information (i) received by Agent from Company or (ii) created or received by Agent on behalf of Company. Such Protected Health Information may be used or disclosed only in accordance with this Agreement and the Health Insurance Portability and Accountability Act ("HIPAA"); and

WHEREAS, THE COMPANY may make available and/or transfer to AGENT certain information, in conjunction with goods or services that are being provided by AGENT to THE COMPANY, that is confidential and must be afforded special treatment and protection, and

WHEREAS, it is specifically understood by the parties hereto that the provisions of this Exhibit A may be modified prospectively from time to time.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS: Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule, defined below. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of the Agreement shall control.

- a. PROTECTED HEALTH INFORMATION ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- b. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- c. SECRETARY shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- d. USE shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- e. DISCLOSE (or DISCLOSURE) shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

2. LIMITS ON USE AND DISCLOSURE: AGENT agrees that all PHI in any form, including paper record, oral communication, audio recording, and electronic display DISCLOSED to AGENT, or created or received by AGENT on THE COMPANY's behalf shall be subject to this Agreement. AGENT agrees that it shall be prohibited from USING or DISCLOSING PHI provided or made available by THE COMPANY for any purpose other than as expressly permitted or required by this Agreement.

3. PERMITTED USE AND DISCLOSURE: AGENT agrees to USE or DISCLOSE any PHI solely for the purpose of:

- a. Meeting obligations as set forth in any agreements between THE COMPANY and AGENT;
- b. For the proper management and administration of the AGENT;
- c. As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom THE COMPANY is required to DISCLOSE such information or as otherwise permitted under this Agreement, the existing Administrative Agreement (if consistent with this Agreement and the PRIVACY RULE),
- d. As would be permitted by the PRIVACY RULE if such USE or DISCLOSURE were made by THE COMPANY.

4. AVAILABILITY OF INFORMATION: AGENT agrees to make information available for the following reasons:

- a. For amendment of, and to incorporate any amendments to, PHI in accordance with Section 164.526 of the PRIVACY RULE;
- b. To the extent and in the manner required by Section 164.524 of the PRIVACY RULE;
- c. To provide the required information necessary for an accounting of DISCLOSURES, as required by Section 164.528 of the PRIVACY RULE;
- d. To the Secretary for the purpose of auditing AGENT's records, books and practices related to USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY to ensure THE COMPANY's compliance with the PRIVACY RULE.

5. ACCESS TO BOOKS AND RECORDS: AGENT agrees to makes its internal practices, books and records relating to the USE and DISCLOSURE of PHI received from, or created or received by AGENT on behalf of, THE COMPANY available to the Secretary for purposes of determining THE COMPANY's compliance with the PRIVACY RULE.

6. SAFEGUARDS AND REPORTING: AGENT agrees to implement appropriate safeguards to prevent USE or DISCLOSURE of PHI other than as provided for by this Agreement, and to implement procedures for mitigating, to the maximum extent practicable, any deleterious effect from such USE or DISCLOSURE of PHI. AGENT agrees to immediately report to THE COMPANY any USE or DISCLOSURE of PHI not provided for by this Exhibit A.

7. DURATION OF AGREEMENT: This Exhibit A shall be effective as of the effective date of the Agent Commission Agreement to which this Exhibit A is attached. Termination of this Exhibit A will commence upon the earlier of the following events:

- a. On the date of termination of the existing Agent Commission Agreement between THE COMPANY and AGENT
- b. On the date of termination of the AGENT's appointment with THE COMPANY; or
- c. If THE COMPANY determines AGENT has violated a material term of this Exhibit A.

8. UPON TERMINATION: Upon termination of this Exhibit A, AGENT agrees to return or destroy all PHI received from, or created or received by the AGENT on behalf of, THE COMPANY that the AGENT still maintains in any form and retain no copies of such information. If return or destruction of any portion of PHI is not feasible, AGENT agrees to extend the protections of the contract to the information and limit further USE and DISCLOSURE to those purposes that make the return or destruction of the information infeasible. If AGENT elects to destroy the PHI, it will present THE COMPANY with certification of the destruction.

AGENT agrees that its duty to return or destroy PHI, as well as its duty to protect the privacy of PHI it created for or received from, or on behalf of, THE COMPANY during the term of this Exhibit A and the accompanying Agent Commission Agreement, survives termination of this Exhibit A and the accompanying Agent Commission Agreement.

9. SUBCONTRACTORS AND AGENTS: AGENT agrees to ensure that any agent or subcontractor to whom it provides PHI received from THE COMPANY, or created or received by the AGENT on behalf of THE COMPANY, agrees to the same restrictions and conditions that apply to the AGENT with respect to such information.

10. ASSIGNABILITY OF AGREEMENT: AGENT shall not assign or transfer its rights or obligations under this Exhibit A without prior written consent of THE COMPANY.

11. AMENDMENT OF AGREEMENT: No changes in or additions to this Exhibit A shall be recognized unless and until made in writing and signed by an authorized officer or agent of THE COMPANY and AGENT; provided however, that this Exhibit A shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy of Protected Health Information.

12. INDEMNIFICATION: COMPANY and AGENT agree that each of them shall be obligated to indemnify, defend and hold harmless the other party and its parent companies, subsidiaries, affiliates, agents, officers, directors and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage or other damages arising from the negligent or willful performance or failure of such party to satisfactorily perform its obligations hereunder.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶	Date ▶
------------------	----------------------------	--------

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,
- 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 a percentage 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,
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.

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

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/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 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 item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable saving trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation 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 ⁴
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 Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*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, 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.

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.