



ASSURANT®

## OnBoarding Checklist

These are the following options for submitting application paperwork with the highest security protection:

1. Fax: 605-719-0607
2. Email: [rap.licensing@assurant.com](mailto:rap.licensing@assurant.com)
3. Sent from a secure website, if available

### **Application for Agent and/or Agency** (please print documents):

- Name, Address, Phone Number, SSN
- Signature of applicant with date
- All questions in background section answered
- Separate explanation of any “Yes” answers, if applicable
- Complete “American Memorial Life Insurance Company Agreement”
- Complete “Background Check Disclosure and Authorization Form”

### **Requirements: commission is paid to Individual**

- Complete W-9 for Individual
- Hierarchy form
- Manager to complete and submit Commission schedule
- Manager and agent to complete commission advance addendum (if applicable)
- Recommend: copy of voided check

### **Requirements: commission is paid to business**

- Complete both the Agency and Agent application
- Complete W-9 for Business
- Hierarchy form
- Manager to complete and submit Commission schedule
- Manager and agent to complete commission advance addendum (if applicable)
- Recommend: copy of voided check

*After the agent/agency application is submitted; the Global Preeed Agent Services team will order a background check and perform a full review of all documents. If anything additional is needed, we will contact the applicant by email or phone call. This review could take 3-10 business days. Once the agent/agency is approved for appointment with American Memorial Life Insurance Company, an email will be sent to the agent and direct upline with approval and agent number. The agent will be sent an approval letter and agent packet the following business day.*



### AGENT AGREEMENT ADDENDUM INCOME & DEBT PROTECTION (IDP) ACCOUNT

This is an Agreement between American Memorial Life Insurance Company and the Agent regarding the Income and Debt Protection (IDP) Account. The purpose of the Account is to protect the Agent and the Company from indebtedness, while providing a consistent commission income stream for the Agent.

1. The Company will deduct an amount from the Agent net commissions to fund the IDP (see Table below):
  - When the IDP Account is greater than \$5001, the Company will pay the agent 100% commissions.
  - When the IDP Account is \$0 to \$5,000, the Company will deduct an amount equal to 25%.
2. All chargebacks to the Agent will be taken out of IDP.
3. Debit Balances will be repaid with a percentage reduction in Agent net commissions (see Table below):
  - For Debit Balances between \$0 and \$2,500, the Company will deduct an amount equal to 50% to be credited against the debt.
  - For Debit Balances over \$2,501, the Company will apply 100% of the Agent net commissions.

#### Net Commission % Applied to IDP Account

Balance Ranges	% Paid to Agent	% Applied to IDP
>\$5001	100	0
\$0 - \$5000	75	25
Debit Bal 0 - \$2500	50	50
Debit Bal > \$2501	0	100

4. The IDP Account balance shall be held by the Company for 15 months after termination of the Agent under this agreement, to be used to offset any chargebacks, debt roll up, or other indebtedness to the Company.
5. Upon termination of the Agent, any indebtedness greater than the balance of the IDP Account will be immediately due and payable to the Company. After the 15 month period, any remaining balance in the Account will be paid to the Agent. After such payment is made, the Company may charge back any and all commission or other compensation according to the General Provisions Relating to Commissions in the Agent Contract. Any future debt that may occur would become due and payable immediately upon notification from the Company.

NOTE: EXCESSIVE DEBIT BALANCES WILL BE MONITORED BY MANAGEMENT AND MAY RESULT IN AN ALTERNATE FORM OF COLLECTION.



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American Memorial Life Insurance  
Company  
P.O. Box 2730  
Rapid City, SD 57709-2730

Contracting Phone Number: 1-800-742-7021

Contracting Fax : 605-719-0607

Contracting email: [rap.licensing@assurant.com](mailto:rap.licensing@assurant.com)

## New Agent / Agency Contracting Hierarchy

Date \_\_\_\_\_

Agent Name \_\_\_\_\_ / \_\_\_\_\_  
Commission

Agency Name \_\_\_\_\_ / \_\_\_\_\_  
(if applicable) Commission

Agent Reports To \_\_\_\_\_  
Name Agent Number

**Commission Payment Frequency: select one**

Bi-weekly - Monday and Wednesday

Weekly - Friday

Daily

Assurant offers an “Income & Debt Protection” (IDP) account to protect an agent from chargebacks while providing a consistent commission income stream for the Agent.

If you would like an IDP account set up please indicate appropriately below.  
Additional details on the IDP account can be found in the IDP addendum

Yes, please have an IDP account set up.

No, an IDP is not needed.



ASSURANT®

American Memorial Life Insurance Company  
P.O. Box 2730  
Rapid City, SD 57709

# Application for Agent Appointment Agreement

Last Name	First name	M.I.	SSN	Date of Birth	
Home Address		City	County	State	Zip
Home Phone Number	Cell Phone Number	Your Email			
Business Address <i>if different than above</i>		City	County	State	Zip
Business Phone Number	Business Fax	Business Email	Gender <input type="checkbox"/> M <input type="checkbox"/> F		

Have you completed an Anti-Money Laundering course within the last 12 months?  Yes\*  No  
*\*Provide a certificate of completion.*

**BANK INFORMATION FOR EFT (Electronic Funds Transfer): Please include a voided check**

Name on Account	SSN/TIN
Financial Institution Name	
Transit Number	Bank Account Number
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	

Please answer each question by selecting the appropriate answer. Answers will be independently verified, so please respond accurately and truthfully. A “Yes” answer to any of the following questions will not automatically cause this application to be denied. Any “Yes” answer must be accompanied by a written explanation. This explanation along with all file and background information as a whole, may be used to evaluate this application.

1. Have you ever been charged with, convicted of, or been indicted for, or entered a plea of guilty or nolo contendere, “no contest,” or having been given probation, a suspended sentence or fine, to any criminal offense (felony, gross misdemeanor or misdemeanor), other than minor traffic violations, in any County, State or Federal Court?  Yes  No  
*Please note that a background check will be used to validate your response.*

If you answered “Yes,” to this background question, you must provide:

- a) A written statement, explaining the circumstances of each conviction or charge;
  - b) Date, city, county, and state of the charge/conviction and,
  - c) Certified copies of the charging documents, and the court documents which detail the conviction, resolution of the charges, probation and any final judgment
2. Are you currently a party to or have you ever been notified or found liable in any lawsuit or arbitration or other type of regulatory action or proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty? Have you been notified or do you expect to be notified that you will be involved in any lawsuit or arbitration or other type of regulatory action or proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?  Yes  No

If you answer “Yes,” you must provide:

- a) A written statement, summarizing the details of each incident;
  - b) A copy of the Petition, Complaint, or other document that commence the lawsuit or arbitration;
  - c) A copy of the official document which demonstrates the resolution of the charges or any final judgment.
3. Have you ever had your AGENCY/AGENT license or registration suspended or revoked, or have you ever been the subject of a professional license/registration investigation market conduct investigation, claim proceeding, regulatory action or complaint filed with or by a state Department of Insurance?  Yes  No

If you answer “Yes,” you must provide:

- a) A written statement, summarizing the details of each incident
  - b) Certified copies of the Notice of Hearing or other document that states the charges and allegations; and an official document which demonstrates the resolution of the charges or any final judgment.
4. Are you delinquent in ANY personal or business financial obligations including unpaid debit balances (commission charge backs) to any insurance Company, any consumer credit, any child support, alimony or similar obligations, or are there any outstanding judgments, liens or claims against you, including delinquent tax obligations?  Yes  No

If you answer “Yes,” you must provide:

- a) A written statement, summarizing the details of the indebtedness
  - b) Arrangements for repayment, if applicable.
5. Have YOU, or a business in which YOU are or were an owner, partner, officer, or director, ever filed bankruptcy?  Yes  No

If you answer “Yes,” you must provide: A written statement, summarizing the details of each bankruptcy.

# AMERICAN MEMORIAL LIFE INSURANCE COMPANY AGENT AGREEMENT

## 1. APPOINTMENT

- A. American Memorial Life Insurance Company of Rapid City, South Dakota ("COMPANY") appoints \_\_\_\_\_ ("AGENT") to solicit applications for COMPANY's insurance products. COMPANY and AGENT may collectively be referred to as "Parties" or individually as "Party."

## 2. COMPENSATION

- A. Subject to the conditions of this Contract, AGENT will receive commissions on policies issued by COMPANY based on applications submitted by AGENT and its sub-agents.
- B. Compensation will be payable according to the AGENT Commission Schedules for each policy issued while this Contract is in effect. Commissions will be paid only after premium has been paid in cash or by check or preauthorized checking and accepted by COMPANY.
- C. The COMPANY may change certain provisions of this Contract or Commission Schedule(s) due to Regulatory change notifications. COMPANY will notify AGENT of the required change as soon as possible and effect such change in consultation with AGENT.

## 3. DUTIES AND OBLIGATIONS OF AGENT

- A. AGENT will be governed by the terms and conditions of the Contract and such rules and regulations (non-regulatory changes) as COMPANY has established or may in the future establish and are communicated in advance to AGENT in writing. COMPANY may change or establish new rules and regulations but only with forty-five (45) calendar days' advance notice to AGENT and in consultation with AGENT.
- B. AGENT will, at all times, act in the best interest of COMPANY.
- C. AGENT may recruit, train, and maintain an AGENT force ("AGENT's sub-agents") to sell the policies provided by COMPANY.
  - (a) All sub-agent contracts must be on approved forms, and will not be effective until accepted by COMPANY. Each sub-agent recruited must be properly licensed and appointed under the laws of each jurisdiction where the sub-agent does business. COMPANY may refuse to contract with any sub-agent or terminate any contract made with any sub-agent. COMPANY will consult with AGENT about such termination as requested by AGENT.
  - (b) A sub-agent will immediately cease to operate under AGENT's authority under any one of the following circumstances:
    - (i) AGENT terminates its relationship with the sub-agent in any manner;
    - (ii) The sub-agent terminates its relationship with AGENT in writing with a copy to COMPANY.

## 4. GENERAL PROVISIONS

- A. Fiduciary: The AGENT or its subagent(s) do not have the authority to receive monies for COMPANY, except the initial premium on insurance policies solicited by AGENT or its sub-agent. All premium funds accepted must be immediately forwarded to COMPANY. Pending transmission, all premiums or other monies collected by AGENT and its sub-agent will be held as trust funds, will be kept apart from AGENT or its sub-agent own or other funds, and will not be used by the AGENT or its sub-agent as a set-off against any commissions or monies due or claimed to be due from COMPANY.
- B. Advertisements: No advertisements or other printed matter regarding COMPANY business shall be used in anyway by AGENT or its sub-agent until it has been approved in advance in writing by COMPANY.
- C. Property: All printed matter or other supplies furnished to AGENT by COMPANY, books and accounts, and policyholder lists provided by COMPANY to AGENT are the property of COMPANY and will be promptly returned to COMPANY upon termination of this Contract. All COMPANY confidential information obtained by AGENT while this Contract is in force will be confidential and will not be disclosed by AGENT without COMPANY's written consent. COMPANY will identify such confidential information to AGENT.
- D. Assignments: AGENT will not have the right or the power to assign all or part of this Contract, nor any commissions payable, unless the assignment is first approved in writing by COMPANY.

- E. Unauthorized Acts: AGENT will not, nor will AGENT permit any sub-agent to, perform the following acts on behalf of COMPANY including but not limited to:
- (i) incur any indebtedness or liability;
  - (ii) make, alter or discharge contracts;
  - (iii) waive forfeitures;
  - (iv) quote rates other than as quoted by COMPANY;
  - (v) extend the time for payment of any premium;
  - (vi) waive payment in cash;
  - (vii) violate any insurance law, regulation or requirement;
  - (viii) take any action which requires licensing and/or appointment in any state in which AGENT or any sub-agent is not authorized to take the action;
  - (viii) collect any renewal premium for a policy other than the first initial premium;
  - (ix) Interpret or advise the customer to disregard questions on an enrolment or insurance application for coverage.
- F. AGENT agrees that it has the sole responsibility for collecting and assuming the obligation for any debit balances owing to COMPANY resulting from sales from any of AGENT's downline subagents or sub agencies under this Agreement. AGENT agrees that COMPANY has no obligation whatsoever to pursue any type of collection activity to collect debt balances of any of AGENT's downstream subagents or sub agencies under this Agreement. COMPANY may retain an authorized collection vendor to collect such debit balance. The cost of such collection vendor will be entirely borne by AGENT. If the AGENT prefers to use their own collection agency COMPANY will cease its collection efforts on behalf of AGENT with ten (10) calendar days' notice to COMPANY. If AGENT requests COMPANY to pursue collection efforts on its behalf, then COMPANY may deduct its actual costs during any normal commission cycle on a time and materials basis from AGENT's next commission payment. Additionally, if the AGENT pursues collection efforts, the debit balance is immediately due and payable to COMPANY. Further, if AGENT is involved in a legal dispute with one of its subagents or agencies and COMPANY is required to produce certain records and materials, then COMPANY may deduct the cost of its time in producing such materials from AGENT's next commission cycle. Any lien created by this Contract will not be extinguished by the end of the Contract, and will be in addition to any rights of collection existing under state law. AGENT acknowledges that it is immediately responsible for its sub-agents' debit balances upon demand by COMPANY regardless of COMPANY's reasonable attempts to collect same prove unproductive. Should this Agreement terminate upon your death or any sub-agents' death, any remaining debit balances due under this Agreement will be payable by your estate.
- COMPANY acknowledges that AGENT from time to time will have a departure from contracting of certain subagents or sub agencies. At such time, AGENT may reassign certain subagents or agencies from the departing subagent to another subagent. Such reassignment may include any unpaid debit balances of subagents of the departing agent. Agency will not reassign any subagent debit balance without a written approval of the new supervisory upline agent. Such written confirmation to be in a form satisfactory to COMPANY.
- If COMPANY is subject to any legal action or demand ("Collection Legal Action") as a result of its collection activities regarding an Agent ("Agent Collections"), then both the General Agent or AGENT at the top of the Agent Collection hierarchy and each downline supervisory agent or AGENT, will fully and immediately indemnify COMPANY for all costs associated with such Legal Action and indemnify COMPANY for any legal liability resulting from such Collection Legal Action.
- G. Consent to Jurisdiction; Attorney's Fees: This Contract will be construed in accordance with the procedural and substantive laws of the state of South Dakota. Should any legal action be taken to enforce this Contract's terms, AGENT consents to service of process and to jurisdiction of the state courts of Pennington County, South Dakota. In the event of legal action arising out of this Contract, the prevailing Party will be entitled to recover reasonable attorney's fees, costs and disbursements.
- H. Bonding; Legal Action:
- (i) AGENT will furnish upon demand a bond satisfactory to COMPANY.
- I. Security Breach Notification: In the event of any actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any information maintained by the AGENT (each, a Security Breach) that may concern any COMPANY confidential information, AGENT shall: (a) notify COMPANY immediately of such breach, and otherwise take no less than its best efforts to notify COMPANY of a Security Breach (but in no event later than twenty-four (24) hours after such Security Breach).

## 5. PAYMENT OF COMPENSATION

- A. COMPANY will provide access to a commission statement to AGENT showing all activity on AGENT's account. AGENT will have one-hundred-eighty (180) calendar days from receipt of each statement to report, in writing, any dispute with the content of the statement. Failure to notify COMPANY of any dispute with the commission statement within the one-hundred-eighty (180) calendar days will constitute waiver by AGENT's of the right to further audit of AGENT's account.

All debit balances due AMLIC must be remitted within 15 calendar days.

## 6. SIX MONTH TRANSFER RULE

COMPANY agrees to not allow dual contracting of AGENT's sub-agents with another or multiple other COMPANY agencies ("C-agencies").

AGENT's sub-agents can only be appointed under one C-agency at a time.

1. Any agent appointed with COMPANY that has had insurance sales within the six (6) month period prior to a request to transfer from AGENT to another C-agency may only transfer with prior written consent of AGENT or from a qualified COMPANY representative.
2. Any agent appointed with COMPANY that has had no insurance sales within the six (6) month period prior to a request to transfer from AGENT to another C-agency may transfer without the prior written consent of AGENT;

COMPANY agrees to give AGENT written notification when any sub-agent or sub-agency transfers occur to another C-agency.

## 7. TERMINATION

7.1 TERMINATION BY COMPANY. This Agreement and the appointment of the AGENT under this Agreement may be terminated by Company at any time:

- a) Immediately, for cause, by COMPANY giving notice in writing of such termination to the AGENT. As used in this Agreement, "cause" shall mean gross misconduct or gross negligence by the AGENT in fulfilling his/her obligations under the Agreement, the commission by the AGENT of an act of theft, dishonesty, or embezzlement against COMPANY or any of its policyholders or applicants, the conviction of the AGENT for an indictable offense, or for any offense involving dishonesty and moral turpitude, or the failure of the AGENT to fulfill his/her obligations under this Agreement in a manner satisfactory to COMPANY, acting reasonably; or
- b) Immediately, for failure to fully and materially comply with the laws, regulations, guidelines and COMPANY notices governing the offer and sale of insurance in the states in which the AGENT carries on his/her activities; or
- c) Immediately, if at any time the AGENT induces or attempts to induce any policyholders of COMPANY to lapse, surrender or replace a policy of COMPANY.

7.2 TERMINATION BY NOTICE. This Agreement and the appointment of the AGENT under this Agreement may be terminated at any time upon the giving by either of the AGENT or COMPANY written notice to the other Party.

In the event that the State where the AGENT is licensed requires a notice within a specified time period, COMPANY will provide such notice. If the Agreement is terminated with a thirty (30) calendar day prior notice, then neither the COMPANY nor the AGENT is expected or required to provide any reason(s) whatsoever for such notice.

7.3 TERMINATION OTHER. AGENT's appointment and this Agreement will be terminated automatically, without notice, by the total physical or mental disability, death, dissolution, insolvency, or bankruptcy of AGENT.

7.4 CONSEQUENCES OF TERMINATION. In the event of termination of this Agreement or the termination of the appointment of the Agent under this Agreement:

- a) AGENT's authority to act on behalf of COMPANY ceases immediately;
- b) AGENT agrees to immediately surrender to the General Agent or General Agency all undeliverable policies, premium notices, receipts, customer leads, customer and funeral home lists, and any other materials furnished to the AGENT by, or belonging to, COMPANY;
- c) any software license granted by COMPANY to the AGENT by this or any other Agreement shall automatically terminate and the AGENT shall return or erase all copies of any COMPANY software in his/her possession; andd) the AGENT agrees that COMPANY shall not, by reason of the termination of this Agreement, be liable to the AGENT for compensation, reimbursement or damages on account of loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases or other commitments in connection with the business or goodwill of the AGENT or otherwise.



## 8. STRICT PERFORMANCE

- A. COMPANY's failure to insist upon strict performance will not be construed as a waiver for any particular incident(s) of non-performance, but instead, complete and full performance for said incident(s) can be demanded by COMPANY, and any and all other provisions of this Contract will continue to be in full force and effect.

## 9. DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION

Any disputes under this Agreement will be resolved according to the following three (3) step escalation process:

- A. DISPUTE RESOLUTION. All disputes or controversies arising out of or based upon this Agreement, will first be submitted to mandatory discussion between the parties prior to initiating mediation or arbitration. Whenever such a dispute or controversy arises, the aggrieved party shall invoke mandatory discussion by giving written notice of the dispute and demanding that the controversy be referred to the respective general counsel (or other designated senior attorney) of AGENT (on behalf of AGENT) and COMPANY, who shall then meet in person within ten (10) calendar days after receipt of notice, to endeavor to resolve the dispute. If such counsel cannot resolve the dispute, it will be immediately referred to the respective chief executive officers (or their designees) who shall discuss the situation to endeavor to resolve the dispute within ten (10) calendar days after notice that the counsel did not resolve the dispute. If the dispute is not resolved by this process within thirty (30) calendar days of notice of the dispute, then either party may invoke the Mediation provision set forth below.
- B. MEDIATION. If the dispute has not been resolved by negotiation as provided by dispute resolution, then the parties shall endeavor to settle the dispute by mediation under procedures established by the CPR Institute for Conflict Prevention and Resolution ([www.cpradr.org](http://www.cpradr.org)) Mediation Procedure. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals. If mediation is unsuccessful, then the parties shall use Arbitration to resolve the dispute as provided below.
- C. ARBITRATION. Any dispute arising out of this Contract which is not resolved by the prior processes of dispute resolution and mediation noted above, shall be decided by mandatory binding arbitration where permitted by law according to the Commercial Rules of Arbitration of the American Arbitration Association. If this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision or this Contract, except that in no event shall this Arbitration Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than AGENT.

## 10. PRIOR CONTRACTS; MODIFICATIONS

- A. This Contract will constitute the entire agreement between the parties, superseding all previous contracts and understandings, whether written or oral, and will be effective as of the execution date. It cannot be modified by any subsequent oral or written promise or statement, by whoever made. Any modification of this Contract will not be binding upon COMPANY until it has been approved and executed in writing on behalf of COMPANY.

## 11. AUDIT RIGHTS

Either Party shall have the right, upon five (5) calendar days' prior written notice, to cause an audit of the other Party's operations related to the services provided under this Contract to be made, at its own expense, at any time during the other Party's regular office hours. Both Parties acknowledge that disclosures may be required by public agencies having jurisdiction over each of the Parties or as may be necessary by reason of legal or regulatory requirements.

## 12. MARKETING PROGRAM REVIEW

Within ninety (90) calendar days of the end of the initial twelve months of this Contract, and thereafter at least yearly or an alternative period determined by mutual agreement of the Parties, each of the Parties will meet to review the objectives pursuant to this Contract and to set further objectives to be met for the following 365-day period. Corrective action, if applicable, will be taken as mutually agreed upon by the Parties.

## 13. EQUAL POWER OF DRAFTING

AGENT and COMPANY have had opportunity to review this Contract, and this Contract shall be constructed recognizing that both AGENT and COMPANY had equal power to draft this Contract.

## 14. GENERAL INTERPRETATION PROVISIONS

The division of this Contract into articles and sections and the insertion of headings are for the ease of reference only and shall not affect the interpretation or construction of this Contract. Any reference in this Contract to any Act or Statute or any section thereof shall be deemed to be a reference to such Act, Statute or section as amended or re-enacted from time to time. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Any reference in this Contract to a Party to

this Contract shall include the successors and permitted assigns of such Party. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Whenever any matter is to be determined in, or is subject to, the discretion of a Party to this Contract, such matter shall be determined in, or shall be subject to, the sole discretion of such Party and may be exercised for the sole benefit of such Party. In the event of any inconsistency between this Contract and the Schedules or addendums or exhibits to this Contract, the provisions of this Contract shall prevail.

#### 15. MARKETING SUCCESS

COMPANY does not represent or guarantee that any sales or marketing initiatives and/or programs contemplated under this Contract will achieve any certain level of success.

#### 16. CONFIDENTIALITY

COMPANY and AGENT, including AGENT's respective sub-agents and COMPANY's employees as applicable, shall:

- (a) not disclose to any third party any term or condition of this Contract or any negotiations between them that culminated in this Contract, or the nature or extent or any aspect of their relationship whatsoever (the "Confidential Information");
- (b) take all reasonable measure to prevent the disclosure of Confidential Information to any party, and
- (c) not make use of any Confidential Information except in connection with their respective obligations contained in this Contract.

The foregoing notwithstanding, the Parties may disclose the information to their respective partners, attorneys, agents, and employees whose duties require any of them to have access to such Confidential Information, but only if such persons have been informed of the obligations of the Parties under this section, and have given the Party releasing the Confidential Information to any unauthorized personnel.

#### 17. NON-SOLICITATION

- (a) During the term of this Contract and from 24 months after termination of this Contract, COMPANY shall not cause or attempt to cause any person, corporate account, customer, policyholder, supplier, general agent, agency, employer, enroller, employee, contractor, or funeral home with COMPANY insurance or annuity funding, or person to sever or attempt to sever his or her relationship with AGENT.
- (b) During the term of this Contract and from 24 months after termination of this Contract, AGENT shall not cause or attempt to cause any person, corporate account, customer, policyholder, supplier, general agency, company, employer, enroller, employee, contractor, or funeral home with COMPANY insurance or annuity funding, or person to sever or attempt to sever his or her relationship with COMPANY.

#### 18. COMPLAINTS

AGENT will refer to COMPANY all policyholders or certificate holders who have an inquiry or problem regarding this Contract as well as all correspondence or complaints that are received from regulatory agencies, governmental authorities, privacy or consumer protection agencies, or other similar organizations. Any inquiry from a government, regulator or agency, attorney general, Better Business Bureau, or other consumer or business organization received by the AGENT with respect to COMPANY's or AGENT's activities shall be forwarded to COMPANY. The method of sending such inquiry to COMPANY will be as appropriate to allow a response within the time stated in such inquiry but no later than five (5) calendar days of receipt of such inquiry by AGENT.

#### 19. AGENT SHALL IMMEDIATELY NOTIFY

AGENT shall immediately notify COMPANY, but no longer than five (5) calendar days, of any of the following occurrences if known to the AGENT that:

1. AGENT became insolvent or is unable to pay its debts as they generally become due;
2. AGENT made an assignment for the benefit of its creditors or seeking protection under bankruptcy laws;
3. A bankruptcy representative is being appointed for the AGENT;
4. AGENT is ceasing to carry on business in the ordinary course;
5. AGENT is losing or failing to maintain any regulatory license needed to sell products.
6. AGENT is making a change in business or home address.

#### 20. REPRESENTATIONS AND WARRANTIES

The Parties mutually represent and warrant that the Parties are corporations duly incorporated, validly existing and in good standing and have all requisite power and authority to enter into, execute and deliver this Contract and to perform fully their obligations under this Contract; and that the execution, delivery and performance of this Contract will not violate or result in the breach of any provision of the organizational documents or bylaws or similar documents of either Party.

## 21. INDEMNIFICATION; LIMITATION OF LIABILITY

- A. COMPANY to AGENT. COMPANY agrees to indemnify AGENT, its affiliates, and its sub-agents, and each of their respective directors, officers and employees from and against any and all claims, demands, liabilities, proceedings, costs, damages, losses and expenses (including legal expenses) incurred by any of them as a result of or in connection with (i) any breach by COMPANY, or any third party acting or purporting to on COMPANY's behalf, of any representation, warranty or covenant under this Contract, (ii) any negligent or intentional misconduct by COMPANY or its affiliates, or any third party acting or purporting to on COMPANY's behalf, arising out of or relating to this Contract. The Parties' obligations under this Section will not be limited in any event by the Parties ability to recover insurance proceeds to insure against the indemnification obligations stated in this Contract.

AGENT will in no event have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profits on agreements), loss of use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss or damage (whether foreseen or unforeseen) arising out of or relating to this Contract, whether that liability arises in Contract, tort or otherwise.

- B. AGENT to COMPANY. AGENT agrees to indemnify COMPANY, its affiliates, and its agents, and each of their respective directors, officers and employees from and against any and all claims, demands, liabilities, proceedings, costs, damages, losses and expenses (including legal expenses) incurred by any of them as a result of or in connection with (i) any breach by AGENT, or its sub-agents or any third party acting or purporting to on AGENT's behalf, of any representation, warranty or covenant under this Contract, (ii) any negligent or intentional misconduct by AGENT or its sub-agents, or any third party acting or purporting to on AGENT's behalf, arising out of or relating to this Contract. The Parties' obligations under this Section will not be limited in any event by the Parties ability to recover insurance proceeds to insure against the indemnification obligations stated in this Contract.

COMPANY will in no event have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profits on agreements), loss of use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss or damage (whether foreseen or unforeseen) arising out of or relating to this Contract, or any collateral agreement, whether that liability arises in agreement, tort or otherwise.

## 22. INSURANCE

AGENT agrees to maintain, and for the period of time that this Contract is in effect will maintain Errors and Omissions insurance, with a reputable insurer, containing policy limits of at least \$1 million each claim or occurrence. AGENT agrees to provide to COMPANY a certificate evidencing this insurance within seven (7) calendar days after the COMPANY's request. AGENT shall provide COMPANY written confirmation and a certificate of insurance (or a copy of the policy itself) evidencing that such insurance is in-force annually.

## 23. NO THIRD-PARTY BENEFICIARIES

This Contract shall not confer any rights or remedies upon any person other than the Parties, the persons entitled to indemnification under Section 21 and their respective successors and permitted assigns.

## 24. EXPENSES

Except as otherwise provided herein, each Party will bear its own fees, costs and expenses (including legal fees and expenses) incurred in connection with this Contract and the transactions contemplated hereby.

## 25. ASSURANCES

Each Party shall from time to time execute and deliver such additional instruments or documents and take such other actions as shall be necessary, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this Contract or otherwise to carry out the intent and purpose of this Contract.

26. THE PARTIES ACKNOWLEDGE AND AGREE, that AGENT and its sub-agents, in performing its activities and services under this Contract, is and are not an employee, partner, or joint venturer, but rather AGENT and its sub-agents are in performing its or their services and activities only as an independent contractor. Accordingly, AGENT acknowledges and agrees COMPANY shall not be responsible for making any federal or state tax deductions for AGENT or any sub-agent. AGENT also acknowledges that COMPANY is not responsible for AGENT's or its sub-agents' activities under this Contract which would be subject to or require contribution to any state workers compensation or unemployment funds.

27. COUNTERPARTS

This Contract may be executed and delivered in several counterparts, each of which, when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

28. SIGNATURES

This Contract is executed by the Parties, and shall have full force and effect as an original as of the last date signed by the Parties.

**AMERICAN MEMORIAL LIFE  
INSURANCE COMPANY**

**AGENT**

By: \_\_\_\_\_  
*Authorized Signature*

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

# SCHEDULE A

## Agency Agreement

### AMERICAN MEMORIAL LIFE INSURANCE COMPANY AND AGENCY

#### GENERAL PROVISIONS RELATING TO COMMISSIONS

- A. Commissions on extra premiums for substandard risks, conversions, replacements or reinstatements will be paid as determined by COMPANY. Commissions shall not be paid on premiums waived or on premiums paid pursuant to a premium loan provision in a policy. Commissions shall not be paid on discounted premiums paid in advance until the due dates of the respective premiums, and then at a proportionate rate to the discounted premiums. If COMPANY refunds any premiums paid on a policy issued under this Contract, COMPANY will charge back any and all commissions or other compensation received on such premiums.
- B. At any time during the policy life, COMPANY will charge back any and all Commission if COMPANY refunds premium on a policy issued pursuant to this Contract such that life-to-date premium equals zero, regardless of reason to cover us in the event we reverse premium to an insured complaint or processing error.
- C. For the purpose of computing charge backs, a policy year is based on the interval between the policy issue date and the policy paid-to-date. If we have not received the 13th month premium on a multi-pay product, a chargeback will occur.
- D. At any time during the policy life, COMPANY will adjust Commission for increases to the Policy Face Amount, and the adjustment will be based on the net increase to the Policy Face Amount.
- E. At any time during the first policy year, COMPANY will adjust Commission for decreases to the Policy Face Amount, and the adjustment will be based on the net decrease to the Policy Face Amount.
- F. Commissions for any increase to the Policy Face Amount, regardless of whether treated as a cancellation and reissue or a new policy, will be based on the net increase in the Policy Face Amount. Commissions will be paid according to premiums received.
- G. Chargebacks: See Commission Schedule (B)

**SCHEDULE B**  
**Agency Agreement**

AMERICAN MEMORIAL LIFE INSURANCE COMPANY  
AND  
AGENCY

(AGENT COMMISSION SCHEDULE - ATTACHED SEPARATELY)

**SCHEDULE C**  
**Agency Agreement**

AMERICAN MEMORIAL LIFE INSURANCE COMPANY  
AND  
AGENCY

(AGENT RESERVE SCHEDULE - IF APPLICABLE, ATTACHED SEPARATELY)

**SCHEDULE D**  
**Agency Agreement**

AMERICAN MEMORIAL LIFE INSURANCE COMPANY  
AND  
AGENCY

(AGENT ADVANCE SCHEDULE - IF APPLICABLE, ATTACHED SEPARATELY)



# SCHEDULE E

## Code of Ethics

### GENERAL PROVISIONS

Agent must comply with the provisions of the present Code of Ethics (the Code), which can be modified from time to time by Company:

#### I. DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

1. Agent must:
  - a) promote improvement of the quality and availability of the services that it offers to the public.
  - b) promote measures designed to provide education and information in the field in which it practices.
  - c) refrain from practicing in conditions or in a state liable to compromise the quality of its services.
  - d) refrain from persistently or repeatedly urging a person to use its professional services or purchase a product.
2. The conduct of the Agent must be characterized by dignity, discretion, objectivity and moderation.

#### II. DUTIES AND OBLIGATIONS TOWARDS CUSTOMERS

3. In the practice of its profession, the Agent must take into account the limits of its knowledge and the means available to it. It must not undertake or continue a job for which it is not sufficiently prepared without obtaining the necessary assistance.
4. The Agent must not make any false representations as to its level of competence or the quality of its services.
5. The Agent must practice with integrity.
6. The Agent must act towards the Customer or any potential Customer with integrity and as a conscientious adviser, giving it all the information that may be necessary or useful. It must take reasonable steps so as to advise its Customer properly.
7. Agent must fully and objectively explain to Customers or any potential Customer the type, advantages of the product or service that it is proposing to him/her and must refrain from giving information that may be inaccurate or incomplete.
8. Agent must provide its Customer or any potential Customer with the explanations the Customer needs to understand and evaluate the product or services that it is proposing or that it provides to the Customer.
9. Before providing information or making a recommendation to its Customer or to any potential Customer, Agent must seek to have a complete understanding of the facts.
10. No Agent may, by whatever means, make statements that are incomplete, false, deceptive or liable to mislead.
11. Agent may not appropriate, for personal purposes,

sums of money entrusted to it or securities belonging to its Customers, to Company or to any other individual and of which it has custody.

12. Agent must always remain independent and avoid any conflict of interest.
13. Agent must subordinate its personal interests to those of its Customer or any potential Customer.

Without limiting the generality of the foregoing, Agent:

- a) may not advise a Customer to invest in a legal person, partnership or property in which it has, directly or indirectly, a significant interest;
  - b) may not conduct any transaction or enter into any agreement or contract whatsoever with a Customer who, manifestly, is unable to manage its affairs, unless the decisions to conduct these transactions or enter into these agreements or contracts are made by persons who may legally decide instead of this Customer;
  - c) may not conduct any transaction or enter into any agreement or contract whatsoever in the capacity of representative with respect to a Customer for whom it acts as tutor, curator or adviser within the meaning of the law.
14. Agent must be objective when its Customer or any potential Customer asks it for information. It must express opinions and make recommendations objectively and impartially, without considering its personal interest.
  15. Agent must not pay or undertake to pay to a person who is not a representative any compensation, any remuneration or any other advantage, except where permitted by law.
  16. Agent must demonstrate availability and diligence with respect to its Customer or any potential Customer.
  17. In the practice of its profession, Agent must not, through dishonesty, fraud, trickery or other deceitful means, avoid or attempt to avoid its professional civil liability.
  18. Agent must respect the secrecy of any personal information that it obtains about a Customer and only use that information for the purposes for which it was obtained, unless it is relieved of that obligation by a provision of a law or by order of a competent court.
  19. Agent must not disclose personal or confidential information that it obtained during the course of

its professional activities and must not use that information to the detriment of its Customer or to obtain an advantage for it or for another person.

20. Agent must not dissuade its Customer or any potential Customer from consulting another Agency or representative.

### **III. DUTIES AND OBLIGATIONS TOWARDS THIRD PARTIES**

21. Agent must not, directly or indirectly, make comments of any kind which are false, inaccurate or incomplete, or negative or derogatory about another Agent or general agency, a firm, an insurer, a financial institution or one of their representatives, products or services.

22. Agent must use fair methods of competition and solicitation.

23. Agent must not denigrate, belittle or discredit another Agent, Agency, a representative, a general agent, a firm, an insurer or a financial institution.

### **IV. DUTIES AND OBLIGATIONS TOWARDS COMPANY**

24. Without limiting the generality of the foregoing, Agent:

- a) must not fail to pay Company, upon request or within the prescribed time, the sums of money that it has collected on its behalf.
- b) must collaborate and give Company the information that it is common practice for it to provide.
- c) must not practice dishonestly or negligently.
- d) must not, directly or indirectly, without the knowledge of Company, give a discount on a premium stipulated in an insurance contract or agree to a premium payment method different from the one provided for in the Agreement
- e) must not, directly or indirectly, pay a person to act in the capacity of Agent, subagent, representative or general agent if that person does not hold requested authority and proper license to do so.

25. If Agent uses the graphic symbol of Company for publications or advertisements of any kind, it must make sure that it is in conformity with the Agent Agreement and Company directions in this regard.

26. Agent must not encourage the customer to drop or alter an existing prearrangement with a funeral home.

27. Agent must properly conduct field underwriting to determine the suitability of the product sold.

## **BACKGROUND CHECK DISCLOSURE AND AUTHORIZATION FORM [FOR AGENT CONTRACTING PURPOSES]**

The applicant for employment acknowledges that this company may now, or at any time while employed, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

**By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Background Check Disclosure and Authorization Form shall remain valid and in effect during the term of my contract and/or employment, subject to applicable laws.**

---

Your Signature

---

Date

---

Print Name

## STATES DISCLOSURES

### For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

### For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

### For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

### For California\*, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, Inc. (BIG), P.O. Box 541, Southampton, PA, 18966 Telephone (800) 260-1680. [www.bigreport.com](http://www.bigreport.com).

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes  No

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes  No

**\*California Applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report). **BIG's privacy practices with respect to the preparation and processing of investigative consumer reports may be found at [www.bigreport.com](http://www.bigreport.com) (link at bottom of page entitled, "Legal/Privacy").**

**\*\*California Applicants who will require credit report review:** Please be advised that your credit will be reviewed for as part of this application process. Specifically, the basis for review pursuant to California law (Section 1024.5(a) of the Labor Code) is: \_\_\_\_\_ [SEE ATTACHED NOTICE FOR CATEGORIES]

### Special Notice for Consumer Credit Report Review

#### CALIFORNIA LABOR CODE SECTION 1024.5

California's new labor code provision severely restricts an employer's ability to conduct credit checks on employees. Labor Code 1024.5 only allows employers to conduct credit checks for employees who meet one of the following categories: A position that involves regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any one person:

- o (A) Bank or credit card account information.
- o (B) Social security number.
- o (C) Date of birth.
- A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

## Question 1 Detail

Describe the charge/conviction or plea and your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If you have a second charge/conviction or plea, describe it and provide your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If you have a third charge/conviction or plea, describe it and provide your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Have you ever been convicted of a felony or violation of 18 U.S.C. 1033?    Yes    No

If yes, Describe your conviction or violation.

[Back to Questions](#)

## Question 2 Detail

Describe the circumstances around the litigation/lawsuit.

How are you directly involved in the litigation?

---

Amount of damage

---

Current status

[Back](#)

## Question 3 Detail

---

Date of occurrence

Describe your account of the circumstances leading to the situation.

What action have you taken and why?

[Back to Questions](#)

## Question 4 Detail

Provide a reason for the personal debt and your account of the situations.

What arrangements have been made for repayment of personal debt?

Which Insurance Company (ies) do you currently owe a debit balance and how much?

What arrangements have been made for repayment of the debit balances?

Provide a reason for the debit balance and your account of the situation.

[Back to Questions](#)



## Question 5 Detail

Is the bankruptcy pending or active?  Pending  Active  Discharged  Dismissed

Chapter 7  Chapter 11  Chapter 13

---

Date of Discharge or Dismissal

What is your reason for filing?

Do you have any outstanding obligations not discharged in bankruptcy? *i.e., taxes, mortgage, car etc.*  Yes  No

If yes, please explain:

[Back to Questions](#)



**ASSURANT**®

American Memorial  
Life Insurance Company  
P.O. Box 2730  
Rapid City, SD 57709-2730

## Commission Advance Addendum to Agent's Contract

By this Commission Advancing Agreement ("Agreement"), American Memorial Life Insurance Company ("AML" or "Company") and \_\_\_\_\_, ("Agent," "You," or "Your") agree that Agent is eligible to receive advance commissions so defined below on policies written by Agent for AML.

### 1. ADVANCE COMMISSIONS REQUEST

This is an Addendum ("Addendum") to your Agent's Agreement with respect to advancing commissions. This Addendum is referred to as "Addendum" and "Addendum Agreement" throughout this document. You hereby request us to make advances of first-year commissions to be earned under Your Agent's Agreement as amended by this Addendum ("advance commissions"). As consideration for our payment to You of advance commissions subject to the terms and conditions of this Addendum, You (a) represent to us that any advances hereunder are solely for business purposes, and (b) agree to the terms and conditions of this Addendum.

### 2. COMPANY RIGHTS

The Company reserves the right to:

- A. Determine the amount of any advance commissions payable to You;
- B. Decline an advance commission to You at our sole discretion;
- C. Establish a maximum amount of advance commissions that may be outstanding at any time;
- D. With thirty (30) calendar days written notice, assess a service charge at a rate to be determined, not to exceed 2% per annum, on the outstanding balance in Your commission account, for providing advancement of commissions;
- E. Establish a 12-month repayment plan for indebtedness resulting from commission advances with interest charged on the outstanding balance at a rate to be determined, not to exceed 8% per annum simple interest;
- F. The advanced months may be changed at any time, in which case Agent will receive written notice from AML within thirty (30) calendar days of the new advanced months to be used;
- G. All future advances hereunder may be terminated at any time for any reasons within thirty (30) calendar days notice to You;
- H. All commission calculations will be based on Company records;
- I. Agent agrees to execute such additional documents and take such further actions as AML may reasonably request in connection with this Addendum;
- J. The chargeback provisions in Your applicable compensation schedule continue to apply;
- K. Any policies which name You, Your spouse, relatives, friends, etc. as the insured are not eligible for advancing;
- L. AML has the right to attach any commissions that You have earned or will earn in the future from the sale of insurance products for other companies to repay advancing chargebacks; and
- M. No advances shall be paid for internal replacement of one of AML's policies.

### 3. ADVANCING DESCRIBED

Advance commissions, for the purposes of this Agreement, are calculated for the advance on a chosen monthly basis, first-year premium on all monthly bank draft, quarterly, semi-annual, and annual policies written by Agent for AML. Agent agrees that all commissions earned by Agent may be retained by AML and applied to reduce Agent's outstanding commission advance balance. The options for advance commissions are calculated on a 3-, 6-, or 9- month basis.

Advances will be calculated in accordance with the terms and conditions established by AML. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement. The maximum Advance for each policy is subject to a maximum amount at the discretion of AML.

#### EXAMPLE:

- i) Policy premium expressed on an annual basis is \$1,000.08
- ii) 1/12th of (i) is \$83.34 per month
- iii) Agent chooses 6-month advancing or ii) x 6 or \$500.04
- iv) Commission rate 50%
- v) Advance commission (iii) x (iv) \$250.02

N. Agent understands that no advances will be paid on personal applications, applications paid for by postdated checks, or applications paid for with an agent's personal check.

#### **4. INDEBTEDNESS**

All sums advanced to Agent by AML constitute an indebtedness of Agent to AML. Agent understands that any indebtedness remaining on the date the Agent's Agreement is assigned to AML as security and collateral for the sums advanced hereunder. AML will apply such earned commissions to reduce Agent's indebtedness to AML. This assignment of earned commissions does not relieve Agent of the obligation to repay all outstanding indebtedness upon the termination of the Agent's Agreement.

Agent understands and agrees that any policy which lapses or is not taken, or for which the premium is refunded for any reason, or for which the premium is not collected by AML, will have the unearned commission charged back to the Agent and will be reflected on the next Agent's compensation statement, and Agent agrees to repay any chargeback within five (5) calendar days of demand by AML in accordance with the Agent's Agreement and any Addenda as may become effective. All other terms and provisions of the Agent's Agreement and any Addenda remain in effect and are unchanged by this Agreement.

Agent and AML hereby agree that Agent will no longer be entitled to receive advance commissions pursuant to this Agreement Addendum, and that this Agreement Addendum shall thereby terminate, for any one of the following reasons:

- a) Upon written notice by either party of this Agreement to the other party;
- b) If the Agent's Agreement between AML and Agent terminates for any reason; or
- c) If Your General Agent's Agreement or Your General Agent's Advance Commission Agreement with AML terminates for any reason.

Agent warrants and represents that none of the commissions payable to Agent by AML are subject to any prior assignment, claim, lien, or security interest, and that Agent is authorized to make an assignment as collateral security in accordance with the terms of this Agreement. Agent hereby agrees to execute all financing statements required for AML to perfect its security interest in the collateral pledged hereunder. Agent hereby represents and warrants that it shall take all action necessary to secure the lien right of AML on the receivables pledged herein such that AML may, in the event of default by Agent, directly pursue as Agent's assignee, the amounts owed by Agent's subordinate agents, or such other monies payable to Agent by other insurance companies.

#### **5. TERMINATION OF AGREEMENT OR ADDENDUM**

Upon termination of this Agreement and provided Agent has no outstanding commission advance debit balance, commissions earned by Agent will be paid as earned according to Agent's Commission Schedule with AML. It is hereby agreed that if the advance commissions received by Agent pursuant to this Agreement are not fully off set and repaid to AML as of the date this Agreement is terminated for any reason, then Agent promises to pay to the order of AML the full outstanding balance within fifteen (15) calendar days of the date of the termination.

If the entire outstanding balance is not paid to AML within fifteen (15) calendar days of the date of termination, the Agent will be in breach of this Agreement. No delay or failure on the part of AML to exercise any remedy or right shall operate as a waiver, nor shall a partial exercise preclude full exercise of any right or remedy; and no right or remedy of AML shall deemed abridged, waived or modified by any course of conduct, nor shall failure to exercise any right or remedy subject AML to any liability.

#### **6. COLLECTION COSTS**

Agent hereby waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement. Agent agrees to pay all collection costs and expenses of any legal proceeding, including reasonable attorneys' fees and disbursements, if the Agent's obligations under this Agreement Addendum are not paid in accordance with its terms.

#### **7. GUARANTY**

The undersigned General Agent (GA) of the above-referenced Agent hereby guaranties the prompt payment and performance when due of all obligations of the Agent to AML. Such guaranty shall not be affected by any action or inaction of any person or a change in the relationship of the undersigned with the Agent, and is an absolute and continuing guaranty until all obligations of the Agent are paid or discharged in full.

In addition, GA agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA and other person or entities in GA's down line distribution hierarchy. Upon GA's written request, Company shall cease making Advances to GA and/or other persons or entities in GA's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company.

**8. CHOICE OF MONTHLY CALCULATION**

I have read and understand this Agreement Addendum. I hereby ask AML to pay me advanced commissions on a monthly basis. I request that my commissions be advanced on the following basis:

*Check one option only:*

- 3-Month Basis
- 6-Month Basis
- 9-Month Basis

**9. GENERAL**

Except as clarified by this Agreement Addendum all other provisions of the Agent's Agreement remain in full force and effect.

This Agreement cannot be amended or modified except by written notification by AML.

Agent \_\_\_\_\_

Date \_\_\_\_\_

I recommend this Agent for commission advance, and agree to the terms of this agreement, specifically including the Guaranty in item 7.

General Agent \_\_\_\_\_

Date \_\_\_\_\_

**AMERICAN MEMORIAL LIFE INSURANCE COMPANY**

Approved By \_\_\_\_\_

Date Approved \_\_\_\_\_

Number of Months Approved \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

### Purpose of Form

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

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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 instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

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

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

**What Name and Number To Give the Requester**

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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