

## New Appointment Checklist

- Complete and Sign the attached Producer Agreement, Agent Data Sheet and Writing Agent Addendum.
- Complete and Sign the attached Form W-9.
- Attach a photocopy of your current State Insurance License or Certificate of Authority.
- Please return the above contracting requirements in the envelope provided. Additional supplies will be sent upon receipt of completed contracting paperwork.

If you have any questions, please contact the Marketing Department at **800-878-9399**

**Return all completed forms to:**

**Bay Insurance Marketing**  
**P.O. Box 1575**  
**Palm Harbor, Florida 34682**  
**E-mail: [marketing@bayinsurance.com](mailto:marketing@bayinsurance.com)**  
**Web: [www.bayinsurance.com](http://www.bayinsurance.com)**



## IAC PRODUCER AGREEMENT

Producer's Name: \_\_\_\_\_

Date \_\_\_\_\_

- 1) **Definitions.** The following terms have the following meanings in this Producer Agreement:
  - a) Payor means an insurance company issuing an insurance policy or certificate of coverage under which health insurance benefits are providing that has engaged IAC to provide administrative services related to such policy or certificate.
- 2) **Appointment.** Subject to the authority granted to Insurers Administrative Corporation ("IAC") by each Payor, IAC hereby appoints Producer and authorizes Producer to solicit and procure applications for the insurance programs identified in each Addendum attached hereto, on a non-territorial non-exclusive basis, subject to the terms and conditions of this Agreement.
- 3) **Relationship of the Parties.** IAC and Producer each agree that:
  - a) This agreement does not create a relationship of employer/employee, principal/agent, master/servant or other similar relationship between IAC and the Producer.
  - b) Producer acknowledges that he/she is not and shall not be considered an agent or representative of IAC and that he/she will not expressly or impliedly represent himself/herself as such.
  - c) Except where state law requires otherwise, agent is an independent insurance agent represented agent's clients.
  - d) Although IAC may provide to Producer information, application or marketing materials ("Supplies") related to insurance programs, neither this information nor any terms contained in this Producer's Agreement provides IAC with any right or ability to control the Producer's activities and/or communications with any proposed insured or Insured Individual.
- 4) **Producer's Responsibilities.** Producer understands and agrees to:
  - a) Solicit applications for insurance policies and certificates of coverage issued by Payors; assist applicants in completely, honestly and accurately completing applications for insurance coverage; and submit such applications to IAC promptly upon receipt of such applications from applicants.
  - b) Remit all gross premiums and/or policy fees received or collected by Producer at once to IAC with a full and detailed statement.
  - c) Refrain from accepting any premium from any insured with the exception of the initial premium collected with the application for coverage.
  - d) Observe and comply with the insurance laws and regulations of the state or states in which Producer operates.
  - e) Hold all Supplies furnished by IAC as property of IAC provided for Producer's use while this Agreement remains in effect and return same upon demand.
  - f) Provide prompt, courteous service to certificate holders.
  - g) Perform all of Producer's responsibilities hereunder in accordance with the rules and guidelines established by IAC and each Payor related to (a) the performance of such responsibilities; and (a) the solicitation and procurement of applications for insurance policies and certificates of coverage.
- 5) **Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:
  - a) Bind IAC or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by IAC.
  - b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
  - c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.
- 6) **Representations and Warranties.** Producer represents and warrants as follows:
  - a) Producer is currently properly and appropriately licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
  - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.
- 7) **Compensation.** IAC and Producer each agree that:
  - a) IAC will pay compensation to Producer on behalf of Payors in accordance with each Addendum attached hereto.
  - b) Compensation will be paid only as earned and no advance compensation will be paid.

Return to →	
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**FIDELITY SECURITY LIFE INSURANCE COMPANY  
AGENT DATA SHEET**

Agent # _____
Date _____

**OMISSION OF ANY INFORMATION WILL RESULT IN A  
DELAY OF APPOINTMENT AND PAYING OF COMMISSION**

**NOTE:** No person is permitted to solicit, sell or procure an application for insurance until he has in his possession an insurance agent's license authorizing him to solicit, sell or procure applications for Fidelity Security Life Insurance Company.

**A. IDENTIFICATION:** (Please print in ink or type - **Do Not Abbreviate**)

Name (Last, First, Middle)					Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Social Security Number	Date of Birth	Place of Birth	Tax I.D. No.		Age	
Firm Name (Agency Name if applicable)						Send Mail to:
Business Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
Resident Address					Telephone & Fax #	
Street	City	State	County	Zip	( )	
<b>E-Mail Address:</b>						
Currently Licensed By State Of:		License No.	Issued To:			
(attach a copy of home state license)			<input type="checkbox"/> Ind.	<input type="checkbox"/> Corp.	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
What type of product(s) do you plan to sell for FSL? <input type="checkbox"/> Life <input type="checkbox"/> Health/Accident <input type="checkbox"/> Fixed Annuity						

**B. BACKGROUND** - Use separate page if needed .....IF YES TO ANY OF QUESTIONS 1-9, PLEASE ATTACH DETAILS AND DATES.

- |   | Yes                      | No                       | Month/Year |
|---|--------------------------|--------------------------|------------|
| 1. Have you ever had ownership interest in a business venture which declared bankruptcy? (If Yes, give month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 2. Have you been a Judgment Debtor or ever declared personal bankruptcy? (If Yes, give month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 3. Are you in good standing and full compliance with respect to state taxes or child support? (If no, give details.)  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 4. Have you ever had a bond declined or cancelled?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 5. Have you ever been convicted for any offense other than a minor traffic violation? <b>Your failure to disclose a felony conviction will result in an automatic denial.</b>   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 6. Have you ever been cited, fined, suspended, revoked or refused a license by any state? (If Yes, give state, month and year.)   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 7. Have you ever been short in accounts with any employer?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 8. Do you owe an unpaid balance to any insurance company?   | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 9. Are you now employed by, or associated with to any degree, directly or indirectly, a bank, savings and loan or other financial institution?  | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 10. <b>For Agents applying to sell cash value life insurance and/or annuities:</b><br>Have you completed Anti-Money Laundering training?<br><b>If yes, attach copy of proof of completion or provide details.</b> _____ | <input type="checkbox"/> | <input type="checkbox"/> | _____      |
| 11. Please provide the carrier for your Errors & Omissions coverage, the policy number and the name of the insured. _____   |                          |                          | _____      |

12. List past and current companies you represent or have represented in the last 5 years.

From	To	Name	Street Address, City, State, Zip	Telephone No.
				( )
				( )

**C. CERTIFICATION / AUTHORIZATION**

13. a. I certify that I have answered all questions honestly and to the best of my knowledge.  
 b. I also authorize Fidelity Security Life Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial resources, and/or public records, or personal interviews with third parties, such as family members, business associates and/or others with whom I am acquainted.

This inquiry may include information as to my character, general reputation, personal characteristics, mode of living or educational background. I understand I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date _____	Signature _____	<input type="checkbox"/> Owner or Partner
		<input type="checkbox"/> Corporate Officer
		<input type="checkbox"/> Representative (Agent)
Date _____	Appointing Premier General Agent _____	Bay _____ Insurance _____ Marketing _____



**PERSONAL HEALTH PLANS & SHORT TERM MEDICAL  
WRITING AGENT ADDENDUM TO PRODUCER AGREEMENT**

This Addendum to the Producer Agreement identifies (1) the line of business for which Producer is appointed and authorized to solicit and procure applications; and (2) the commission schedule applicable to such line of business. IAC and Producer each agrees that this Addendum is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

**Payor:** Fidelity Security Life & HPA

**Line of Business:** Personal Health Plans & Short Term Medical

*Schedule of Commissions Addendum:*

<b>Personal Health Plans Medical &amp; Life 1<sup>st</sup> year</b>	<b>Personal Health Plans<sup>1</sup> Medical &amp; Life Renewals</b>	<b>Vision Plans<sup>2</sup> Vision 1<sup>st</sup> year and renewals</b>
20%	5%	10%

<b>Temp Med STM<sup>3</sup> Short Term 1<sup>st</sup> year &amp; Renewals</b>	<b>Tri Med STM<sup>3</sup> Short Term – 1<sup>st</sup> year</b>	<b>Tri Med STM<sup>3</sup> Short Term - Renewals</b>
18%	18%	9%

For the purpose of determining all first-year commissions and future years' Service Fees, all administration fees, premium rate increases due to load(s), area rate increases, and conversions will not be included. Commissions will be paid based upon the lower of the first modal premium or the current premium.

<sup>1</sup>Plans that are issued on a guaranteed basis (i.e. to HIPAA-qualified applicants), or which are carrier-authorized rollover of existing business, on guaranteed issue business, or which include benefit changes made after the plan has been in effect for more than 12 months will be paid the service fee only. For all other situations, the standard first-year commission and service fees will apply.

Commission percentages shown in the schedule above reflect total commissions; compensation shall be reduced by any commission(s)/service fee(s) paid to agents by the recruiting agent.

<sup>2</sup>First-year and renewal commission percentage rates for Vision are based upon the full amount of the applicable Vision Premium for the case.

<sup>3</sup>Commissions will be calculated based upon the Standard Short Term Medical Premium.

**PERSONAL HEALTH PLANS & SHORT TERM MEDICAL  
WRITING AGENT ADDENDUM TO PRODUCER AGREEMENT (CONT)**

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**To be attached to and made part of your Producer's Agreement with Insurers Administrative Corporation**

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**To Be Completed By Producer:**

Name: \_\_\_\_\_ IAC Agent # (if assigned): \_\_\_\_\_

I direct my compensation to be made payable as follows:

Agent or Agency: \_\_\_\_\_ SSN or TIN#: \_\_\_\_\_

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

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

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Recommending General Agent: \_\_\_\_\_

**To Be Completed By IAC Agent Contracting:**

Executed By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Insurers Administrative Corporation**

Effective Date of This Addendum: \_\_\_\_\_

- c) Commissions are vested and payable for the first year (except for termination of Agreement for cause), subject to the provisions of this Agreement and the attached addendum(s) as long as the Producer complies with all the terms and conditions of this Agreement.
  - d) The schedule of renewal commissions and service fees set forth in each addendum, begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and the Producer is recognized as the Agent of Record by the Insured.
  - e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies or certificates of coverage.
  - f) If IAC for any reason refunds any premium or part of a premium on any policy, any commissions paid Producer on the amount refunded shall be repaid to IAC.
  - g) IAC may offset against any compensation due Producer hereunder, any amounts now due or which may become due at any time from Producer, and these amounts shall be a first lien against the compensation due Producer under this Agreement.
  - h) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of IAC, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
  - i) In the event that this Agreement is terminated pursuant to Sections 7(c)(ii) or (iii), all of Producer's rights under this Agreement, including Producer's rights to any commissions to which Producer might otherwise become entitled shall terminate upon the termination of this Agreement.
- 8) **Effective Date, Term and Termination.** IAC and Producer each agree that:
- a) This Agreement, together with any Addenda hereto, shall become effective as of the date executed by IAC below.
  - b) This Agreement, together with any Addenda hereto, shall continue until terminated by either party pursuant to this section.
  - c) This Agreement, together with any Addenda hereto, shall terminate:
    - i) Thirty days following written notice by either party mailed to the last known address of such other party.
    - ii) Immediately upon notice from IAC to Producer for any act of dishonesty or fraud as determined at IAC's sole discretion..
    - iii) Automatically without any notice upon Producer's death or upon revocation, termination or non-renewal of Producer's license.
- 9) **Reservation of Rights.** IAC and Producer each agree that IAC or any Payor reserves the right:
- a) To discontinue or withdraw any plan of insurance and to set the commission percentage rates on plans which are now, or may hereafter, be offered by and Payor and administered by IAC.
  - b) To change commission percentage rates by providing a dated amendment to this Agreement.
- 10) **Agent Appointment.** Producer is responsible for costs associated with his/her agent appointment with each Payor. IAC will advance on behalf of Producer such fees to each Payor. Producer authorizes IAC to recover appointment fees from Producer's first payable compensation. Producer agrees to reimburse IAC for any appointment fees advanced by IAC, within six months of appointment, in the event there is no payable compensation. Producer authorizes IAC to pay any future appointment renewal fees out of the Producer's payable compensation, as described in Section 8. If the Producer has no payable compensation at the time of appointment renewal, Producer agrees to remit reimbursement to IAC within 30 days of payment by IAC.
- 11) **Liability.** Producer shall indemnify IAC for, and hold IAC harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that IAC may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 12) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 13) **Miscellaneous.** Producer understands and agrees that:
- a) This Agreement and any addendums, if applicable, are considered the entire agreement among the parties hereto and will supersede any and all previous contracts and agreements between Producer and IAC.
  - b) Failure of IAC to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
  - c) No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of IAC.

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**Producers Signature**

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**IAC Signature**

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**Printed Name**

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**Printed Name**

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**Title**

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**Date**

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**Date**

## **EXHIBIT A - Confidentiality Agreement**

- 1) **Purpose.** The Purpose of this Exhibit is to demonstrate both parties' commitment to full compliance with all applicable privacy rules and regulations governing the use and disclosure of individually identifiable personal health and financial information by establishing contractual standards for such use and disclosure.
- 2) **Definitions.** Terms used this Exhibit are defined as follows:
  - a) *Administrative Safeguards* means administrative actions, policies and procedures to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information and to manage the conduct of the covered entity's workforce in relation to the protection of Protected Health Information.
  - b) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
  - c) *Individual* means the person who is the subject of protected health information and shall include persons who qualify as a personal representative.
  - d) *Individually Identifiable Health Information* is health information, including demographic information collected from an individual, that:
    - i) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
    - ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
    - iii) Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  - e) *Personally Identifiable Financial Information* means any information regarding a specific consumer that is obtained in connection with the services being provided hereunder.
  - f) *Physical Safeguards* means physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
  - g) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - h) *Protected Personal Information ("PPI")* means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including electronic media and/or transmitted in any form, including by electronic media.
  - i) *Required by Law* has the same meaning as the term "required by law" in 45 CFR §164.501.
  - j) *Security Rule* means the Security Standards at 45 CFR Part 160, Part 162 and Part 164.
  - k) *Security Incident* means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
  - l) *Technical Safeguards* means the technology and the policy and procedures for its use that protects electronic Protected Health Information and controls access to it.
  - m) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 3) **Producer's Privacy Obligations.** At all times Producer agrees to:
  - a) Refrain from using or disclosing PPI for any purpose other than for the purpose of the business discussions as described in the Agreement, including this Exhibit, as specifically required in order to perform the services for which Producer has been engaged or as permitted by law;
  - b) Implement and utilize appropriate safeguards to prevent the Use or Disclosure of PPI other than as provided for by this Agreement;
  - c) Mitigate, to the extent practicable, any harmful effect that is known to Producer as a result of a Use or Disclosure of PPI by Producer in violation of the requirements of this Agreement;
  - d) Report to IAC any Use or Disclosure of PPI not provided for by this Agreement of which Producer becomes aware;
  - e) Make Producer's internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PPI available to IAC or to the Secretary of the Department of Health and Human Services for purposes of determining IAC's compliance with the Privacy Rules;
  - f) Document Disclosures of PPI and information related to such Disclosures as would be required in order to permit IAC to respond to a request by an Individual for an accounting of such Disclosures of PPI in accordance with the Privacy Rule;
  - g) Implement and utilize safeguards to Use or Disclose only the minimum necessary information in the performance of Producer's obligations under this Agreement; and
  - h) Refrain from Using or Disclosing PPI for any marketing purposes not authorized by this Agreement.
- 4) **Producer's Security Obligations.** At all times Producer agrees to:
  - a) Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of IAC;
  - b) Enter into a contractual agreement with any subcontractor to whom it provides such information that requires such subcontractor to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards, and Technical Safeguards to protect electronic Protected Health Information that the subcontractor creates, receives, maintains, or transmits on behalf of IAC as part of Producer's performance of the delegate administrative services; and
  - c) Report to IAC any Security Incident of which Producer becomes aware.
- 5) **IAC's Obligations.** At all times IAC agrees to:
  - a) Notify Producer of any limitation(s) in IAC's Notices of Privacy Practices, to the extent that such limitation may affect Producer's Use or Disclosure of PPI;
  - b) Notify Producer of any changes in, or revocation of, permission by an Insured to Use or Disclose PPI, to the extent that such changes may affect Producer's Use or Disclosure of PPI;
  - c) Notify Producer of any restriction to the Use or Disclosure of PPI to which a Payor has agreed, to the extent that such restriction may affect

Producer's Use or Disclosure of PPI;

- d) Refrain from requesting that Producer Use or Disclose PPI in any manner that is not legally permissible if done by IAC or a Payor except to the extent necessary for any data aggregation services or Producer's management and administrative activities.
- 6) Term and Termination.
  - a) The Term of this Exhibit shall be effective as of effective date of the Agreement and shall terminate as of the termination of the Agreement.
  - b) Upon IAC's knowledge of a material breach of this Exhibit by Producer, IAC shall, at its discretion, either:
    - i) Provide an opportunity for Producer to cure the breach or end the violation or terminate the Agreement in accordance with Section 17.6 of the Agreement; or
    - ii) If cure is not possible, immediately terminate the Agreement.
  - c) If neither termination nor cure is feasible, IAC may report the violation to the affected Payor who may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
- 7) Obligations upon Termination of this Agreement
  - a) Upon the termination of the Agreement, Producer shall return to IAC all PPI that Producer has in its possession and retain no copies of such PPI, except for that PPI necessary for Producer's management and administrative activities. This provision shall apply to PPI that is in the possession of contractors, consultants and vendors of Producer.
  - b) If Producer is unable to return the PPI provided to Producer by IAC or created by Producer on IAC's behalf, Producer shall:
    - i) Provide to IAC notification of the conditions that make return or destruction infeasible; and
    - ii) Permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
  - c) If the return or destruction of the PPI is not feasible, Producer shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI and not make any further Use or Disclosure of the PPI.
- 8) Amendment. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for IAC to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- 9) Regulatory References. A reference in this Exhibit to the Privacy Rule or Security Rule means the Section of the Privacy Rule or Security Rule then in effect or as amended.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit IAC to comply with the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									

**OR**

<b>Employer identification number</b>									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

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

## Exempt From Backup Withholding

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.