



Visionary Insurance Partners  
*VIP Products & Service*



## ***American General Life Insurance Company Contract***

Please complete all pages of the contract and send it back to Visionary Insurance Partners along with a copy of your **insurance license** for each state you wish to be appointed and **proof of E&O**

Once completed, please send to Lura @ VIP:

Email to: [lura@vipagents.net](mailto:lura@vipagents.net)

OR

Fax to: 610.779.3605

Please contact Lura with any questions at 484.772.4723  
or via [email lura@vipagents.net](mailto:lura@vipagents.net)

Check out our website [www.vipagents.net](http://www.vipagents.net)



## Producer Appointment Application

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### Transmittal Checklist for the American General Life Insurance Company

Applicant's Full Name: \_\_\_\_\_ SSN/Tax ID: \_\_\_\_\_

**Indicate action requested:**

- New Agent Contract and Appointment
- Other (describe in Special Instructions)

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Attach the following documents for all new agent contract and appointment requests:**

- |   |   |
|---|---|
| <input type="checkbox"/> Checklist Transmittal  | <input type="checkbox"/> Appointment Application                                |
| <input type="checkbox"/> Contract (return entire contract)  | <input type="checkbox"/> Copy of License(s)                                     |
| <input type="checkbox"/> Designation of Principal<br><b>REQUIRED</b> if agent is a corporation/partnership/LLC<br>Principal must also be contracted | <input type="checkbox"/> IRS Form W-9<br>(required regardless of contract type) |
| <input type="checkbox"/> EFT Form/Copy of Voided Check (if applicable) Name<br>on account must match applicant name                                 |   |

**Applicants should read these instructions before completing the Appointment Application Form.**

- 1 Applicants complete parts 1, 2, and 3 in their entirety.
- 2 Applicants who have been notified by the IRS that they are subject to backup withholdings should cross out the box in Part 3 and initial the change.
- 3 Send or fax the entire application and entire contract to your MGA / Manager. An incomplete application will delay processing. All information requested must be supplied.
- 4 Include all required supporting documents as outlined on page 1.
- 5 Detach and retain the last page concerning the Fair Credit Reporting Act.

**Return Completed Packet to Your MGA/Manager.**

*Do not mail directly to American General Life Insurance Company*

### Producer Appointment Application

**Part 1 Applicant Data** – Please print clearly. To be completed by all producers, partners and principals of corporations.

Appointment for:     Individual     Corporation     Partnership     LLC

(Please check individual or individual and entity types. If checking both individual and entity, the individual on this form must be a principal of the corporation.)

**Personal Information**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Full Name: \_\_\_\_\_  
Last Name
First Name
Middle Initial

Business Address\*:

\_\_\_\_\_

\*All commission statements will be mailed to the business address unless you have assigned commissions.

Residence Address (no PO boxes):

\_\_\_\_\_

\_\_\_\_\_

Bus. Phone: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Direct Manager (if applicable):

Sex:  Male     Female

\_\_\_\_\_

**Corporation / Partnership Information** (if applicable): If applicant is a corporation, LLC or a partnership, each principal signing on behalf of the corporation or partnership must complete a separate Appointment Application form. Only one of the principals can use this form for his/her individual appointment information.

Company Name: \_\_\_\_\_

Company Tax ID: \_\_\_\_\_

Principal: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

License Information:

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

Do you wish to be appointed in any nonresident states?     Yes     No

If Yes, please list requested states(s)    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_

If currently NASD registered, who is your Broker Dealer? \_\_\_\_\_

CRD Number: \_\_\_\_\_

## Producer Appointment Application

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### Anti-Money Laundering Federally Mandated Training:

Have you taken the LIMRA AML Training Course within the last 12 months?  Yes  No\*

**\* If no, the LIMRA course must be completed within 14 days of the completion of this application or appointment will be denied. American General Life Insurance Company only recognizes LIMRA AML Courses.**

### Part 2 Confidential History – must be completed by all applicants.

Confidential history/background information (Write **Y** for “yes” and **N** for “no” in blanks – if Yes, explain below)  
(All answers will be verified by a background investigation / credit report.)

Y / N

- \_\_\_\_\_ 1. Have you ever been convicted of or plead guilty or no contest to a felony?
- \_\_\_\_\_ 2. Have you ever been convicted of or plead guilty or no contest to a misdemeanor?
- \_\_\_\_\_ 3. Are you currently under investigation by any legal or regulatory authority?
- \_\_\_\_\_ 4. Do you now owe money to any insurance company?
- \_\_\_\_\_ 5. Have you had a salary garnished or had liens or judgments against you?
- \_\_\_\_\_ 6. Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activity?
- \_\_\_\_\_ 7. Have you ever been the subject of a consumer-initiated complaint?
- \_\_\_\_\_ 8. Have you ever been the subject of a proceeding by any self-regulatory body or any securities, commodities or insurance regulatory body or organization?
- \_\_\_\_\_ 9. Has a bonding company ever denied, paid out on or revoked a bond for you?
- \_\_\_\_\_ 10. Have you ever had a claim filed against your professional liability or errors and omission insurance coverage?
- \_\_\_\_\_ 11. Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for a reason other than lack of sales?
- \_\_\_\_\_ 12. Have any of the American General Affiliates, as identified on page 4 of the application, ever declined to appoint you, refused to contract you or terminated your contract?

Details of “Yes” answers. Provide date of occurrence, explanation, resolution and applicable court documents. (Insufficient information will result in processing delays. If necessary, use additional pages.)

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## Producer Appointment Application

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### Part 3 Applicant Authorization

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

I have read and received, as of the date indicated below, the notice concerning investigative consumer reports, as required by law. I understand that by signing this form, I authorize the American General Affiliates\* that I have requested appointments with to investigate my background, including my credit history and interviews with former employers. I agree that if any of my answers to the questions in Part 2 change, I will notify, in writing, the Licensing department at my primary appointment company as designated in Part 1 within 10 business days of the incident which would cause an answer to change. I understand that falsification of information or failure to update the answer on this application may result in termination of appointment(s) with all American General Affiliates. In addition, I authorize the American General Affiliates that have appointed me to report information about earnings and debit balances to any credit bureau or similar organization.

If I am seeking an appointment to sell variable insurance products, I authorize American General Securities Incorporated to verify my previous employment and securities registration history through the CRD system.

I authorize American General Affiliates to share background, licensing, applicant data and other information that they have about me.

By signing the authorization, I certify that my E&O policy extends coverage to the person or entity requesting contracting and/or appointment. I agree to provide a copy of the E&O policy, if requested. Further, I understand that I am responsible for maintaining at least \$1 million per act (KY requires \$2 million) of Errors & Omissions coverage without interruption while my contract and appointment(s) are active with American General Affiliates. I further understand and acknowledge that this is a minimum level only, and if my E&O coverage needs are in excess of \$1 million, I agree to ensure that my E&O coverage needs are addressed appropriately.

**Under penalties of perjury, I certify: that the number shown on this application is my correct Social Security or Tax Identification number; and I am not subject to backup withholding under Section 3406 (a)(1)(C) of the Internal Revenue Code. The Internal Revenue Service does not require my consent to any provision of this document other than the certification required to avoid backup withholding.**

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

\* **American General Affiliates** include the following life insurance companies:

American General Life Insurance Company, American International Group Incorporated, The United States Life Insurance Company in the City of New York.

*Members American International Group, Inc.*

## **Producer Appointment Application**

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### **Fair Credit Reporting Act – Notice of Proposed Investigative Consumer Report**

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, each company with which you have requested an appointment may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics and mode of living.

You have a right to request in writing, within a reasonable period of time after receipt of this notice, a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Such a request should be sent to:

Licensing and Contracting Department  
431N American General Center  
Nashville, TN 37250-0001  
Fax: 615-749-2051

This department will handle inquiries on behalf of all American General Affiliates. Disclosed information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request.

Also each company with which you have requested an appointment may share the information contained in the investigative consumer report and other information in your file with its affiliates, unless you send a written request to the above described address directing that this information not be disclosed or shared with an affiliate.

#### **California Residents Only**

#### **CALIFORNIA CIVIL CODE SECTION 1786 INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT**

Pursuant to the California Investigative Consumer Reporting Agencies Act, this notice is to inform you that as a component of our contracting and appointing process in the State of California an investigative consumer report, which may include information related to your character, general reputation, personal characteristics, and mode of living, will be requested from the following consumer reporting agency:

Kroll Background America, Inc.  
1900 Church Street, Suite #400  
Nashville, TN 37203  
1-800-697-7189 ext. 280

A copy of the consumer report will be provided to you within three (3) days after our receipt of the report.

# AMERICAN GENERAL LIFE INSURANCE COMPANY

## APPOINTED AGENT AGREEMENT

(this "Agreement")

by and between

*American General Life Insurance Company* (the "Primary Company")  
and each Affiliated Insurer made a party to this Agreement,

and

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(*"Appointed Agent"*)

If Appointed Agent is a Corporation, the full corporate name must appear above, and an authorized officer must sign and indicate the officer's title. If Appointed Agent is some other legal entity, the full name of such entity must appear above, and a person authorized to sign must sign and indicate such person's title.

### Individual

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### Corporation or Other Legal Entity

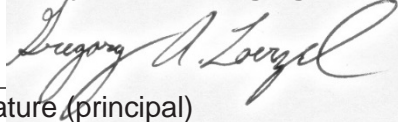
Tax Identification Number: \_\_\_\_\_

### Appointed Agent:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Third-Party Acknowledging Above-Signed Appointed Agent as Subagent:

  
\_\_\_\_\_  
Signature (principal)

\_\_\_\_\_  
Date

Stephens-Matthews Mktg.  
\_\_\_\_\_

Legal Name of Corporation, Partnership, or Legal Entity

\_\_\_\_\_  
Tax ID Number

The products of Primary Company and each Affiliated Company are separately underwritten and independently supported by each respective Company.

To be completed by Primary Company:

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

Appointed Agent Number: \_\_\_\_\_

Authorized Company Signature: \_\_\_\_\_

## RECITALS

Appointed Agent has executed an appointment application requesting appointment by the Primary Company and, if so indicated, by one or more Affiliated Insurers.

This Agreement and all other written agreements between the parties hereto which reference this Agreement, comprise Appointed Agent's contract with the Primary Company and each Affiliated Company made a party to this Agreement.

Execution of this Agreement by Appointed Agent evidences Appointed Agent's agreement to transact business in accordance with the terms and conditions set forth in this Agreement with the Primary Company and each applicable Affiliated Company. Primary Company executes this Agreement on its own behalf, and on behalf of each Affiliated Company.

## DEFINITIONS

- A. Primary Company – the company that executes this Agreement, as indicated on the first page hereof. The Primary Company may assume certain responsibilities such as performing background checks and providing convention credits and other sales incentives, if any, to Appointed Agent.
- B. Affiliated Insurer - whether singular or plural, is any life insurance subsidiary of American International Group, Inc. ("AIG"), other than the Primary Company, which appoints Appointed Agent to transact business with such Affiliated Company, and which is made a party to this Agreement by means of one or more amendments attached hereto, or otherwise.
- C. Company - the term Company as used in this Agreement refers jointly and severally to the Primary Company and each Affiliated Company made a party to this Agreement.
- D. Jurisdiction - Eligibility for, or receipt of, override compensation on another agent's business and/or otherwise being designated as a subordinate agent of another entity as reflected in Company's records.
- E. Appointed Agent - refers to the person or entity identified on the first page of this Agreement that, as Subagent of another entity, solicits, procures, or otherwise participates in the solicitation or procurement of applications for insurance and annuities for Company. Company has no obligation to pay such Appointed Agent any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses incurred pursuant to this Agreement.

### 1. EFFECTIVE DATE

This Agreement effective as of the Contract Date indicated on the first page hereof, is by and between the Primary Company and each Affiliated Insurer, on the one hand, and Appointed Agent, on the other hand. This Agreement applies to all group and individual insurance policies and annuity contracts written by Appointed Agent on or after the effective date of this Agreement.

### 2. APPOINTMENT AND AUTHORIZATION

Company hereby agrees to appoint and contract with Appointed Agent and Appointed Agent agrees to:



## **2.1 Solicit Policies**

Solicit and procure personally, and through Subagents recommended by Appointed Agent and appointed by Company, applications for products approved by Company for sale by Appointed Agent. No solicitation is permitted unless Appointed Agent and all Subagents recommended by Appointed Agent and appointed by Company have been contracted and have satisfied any applicable state appointment and other requirements.

## **2.2 Deliver Policies**

Promptly make proper delivery of policies or certificates of insurance and annuity contracts issued by Company on such applications and to collect the first premiums on such policies and remit same to Company, all subject to the provisions hereof and all written policies and procedures of Company.

## **2.3 Service Policies**

Service customers, endeavor to maintain in force any business in place with Company and perform such other duties to aid the purposes of this Agreement as requested by Company.

## **2.4 Recruit**

If eligible under Company's rules and authorized by Company, recruit and recommend Subagent candidates to Company provided they are licensed, or eligible to be licensed, by the appropriate insurance regulatory authority and otherwise meet all Company standards as may then be in effect.

## **2.5 Contracting**

No Appointed Agent contract shall be effective until Company has approved Appointed Agent, appointed Appointed Agent in accordance with applicable state laws and executed the Appointed Agent contract.

## **3. LIMITATIONS AND PROHIBITIONS**

Appointed Agent's authority extends no further than as stated in this Agreement. Appointed Agent has no authority to take any action adverse to the interests of Company or its customers, or contrary to State regulations or the rules of Company, including but not limited to the following:

### **3.1 Licensing**

Appointed Agent shall conduct business only in those states or territories in which Appointed Agent has been licensed by the appropriate regulatory agencies and appointed by the Company in accordance with state laws. Appointed Agent shall not permit Subagents to conduct business in states where they have not been licensed and appointed in accordance with state laws.

Appointed Agent must have the appropriate licenses and appointments in each state where a Subagent is conducting business to receive overrides or overwrites on business produced in the various states.

### **3.2 Territory**

Appointed Agent may solicit, and, where authorized by Company, shall permit Subagents under the jurisdiction of Appointed Agent to solicit, applications only in states or territories in which Company is admitted to do business and only for those products offered by Company in each such state or territory. The right to solicit in these states or territories shall be nonexclusive.

### **3.3 Advertising**

Appointed Agent may not issue, print, or circulate any advertisement or sales material concerning Company or Company products without first obtaining prior written approval from Company. Appointed Agent shall only use such advertisements or sales materials approved by Company and may use superseded advertisement and sales materials previously created by Company that have been replaced only after first obtaining prior written approval from Company.

### **3.4 Use of Company American General Life Insurance Company Name and Logo**

Appointed Agent is authorized to use the American General Life Insurance Company (American General Life) Logo and other related "American General Life terms, names, Company names, and logos (including product-related logos)" only in connection with Appointed Agent's solicitation, sale and servicing of Company products and only after having obtained prior written approval from Company for each such use. "American General Life terms, names, Company names, and logos (including product-related logos)" refers to company, marketing, and product names and/or other symbols or logos that contain the term "American General Life," or which are otherwise owned by American General Life Insurance Company or any of its parent companies. Appointed Agent's authority to use "American General Life terms, names, Company names, and logos (including product-related logos)" shall automatically terminate upon termination of this Agreement. Business cards, stationery and any other materials using Company names, symbols, or logos, where multiple copies may have been printed or reproduced, must be destroyed when this Agreement terminates.

### **3.5 Policy Coverage and Delivery**

#### **Appointed Agent shall not:**

- a. Deliver or cause to be delivered any policy or certificate of insurance of Company unless the applicant is in good health and insurable at the time of delivery of said policy in accordance with Company's underwriting rules. Company rules include a prohibition against delivery of a policy if there has been a change in the applicant's health unless delivery is approved by the Underwriting Department.
- b. Accept risks, pass upon insurability, or bind Company in any way other than as stipulated in one of the conditional receipt forms or other temporary insurance forms of Company and then only if such receipt is delivered to the insurance applicant in accordance with Company rules and practices.

### **3.6 Rebating**

#### **Appointed Agent shall not:**

Directly or indirectly provide as an inducement to any person to purchase a policy, any rebate of premium or any inducement not specified in the policy.

### **3.7 Disclosure to Clients**

#### **Appointed Agent shall not:**

- a. Make any misrepresentation, incomplete comparison or unsuitable recommendation in order to induce a policyowner of Company or any other company to convert, lapse, forfeit, or replace his insurance therein.
- b. Guarantee dividends or interest rates.
- c. Alter or waive the terms of any Products.
- d. Extend the time of paying any premium.

### **3.8 Funds**

#### **Appointed Agent shall not:**

- a. Collect or give any receipt for deferred or renewal premiums or collect renewal premiums or any other payments.
- b. Deposit any cash or negotiable instruments representing payment of any premium including the first except as otherwise instructed by Company.

- c. Withhold, commingle or convert to the use of Appointed Agent or to the benefit of others, any monies, securities, policies or receipts belonging to Company, the applicant or the insured.

### **3.9 Status**

#### **Appointed Agent shall not:**

Represent that Appointed Agent is an employee, partner or joint venture partner of Company.

### **3.10 Fair Competition**

#### **Appointed Agent shall not:**

- a. Make disparaging oral or written remarks about competitors or dissuade a consumer from doing business with a competitor, if the information is not accurate and complete.
- b. Appear to represent, and must avoid the appearance of representing, personal political activity as activity on behalf of Company.

### **3.11 Agreements**

#### **Appointed Agent shall not:**

- a. Contract or incur any debt, obligation or other liability in the name of Company.
- b. Enter into agreements involving the splitting or sharing of commissions with unlicensed persons not appointed with Company.

### **3.12 Practice**

#### **Appointed Agent shall not:**

Introduce, amend or terminate any methods, procedures or business standards of Company without Company's prior written consent.

### **3.13 Proceedings and Contracts**

#### **Appointed Agent shall not:**

Institute legal proceedings arising out of transactions which directly or indirectly relate to Company, Company business, or contract debts on behalf of Company.

## **4. RELATIONSHIP**

- 4.1** The relationship between Company and Appointed Agent shall be that of independent contractors.
- 4.2** Nothing contained herein shall be construed as creating the relationship of employer and employee for any purpose, including tax purposes. Appointed Agent agrees to be responsible for all taxes as a self-employed independent contractor.
- 4.3** Appointed Agent's individual contractual relationships with any persons shall have no bearing on Company's right to enter into contractual relationships with those same persons.
- 4.4** Appointed Agent shall be free to exercise independent judgment to determine the time and manner in which Appointed Agent shall perform the services authorized under this Agreement, subject to the applicable laws, regulations and Company rules and instructions.

## **5. ASSIGNMENT**

- 5.1** Appointed Agent may not assign this Agreement or any duties hereunder to any third party without the advance written consent of Company. Company will not be responsible for any consequences, including tax consequences, of any assignment.

## **6. APPOINTED AGENT RESPONSIBILITIES**

### **6.1 State Laws / Regulations**

Appointed Agent agrees to keep informed of and to comply with the laws and regulations of each state and territory where Appointed Agent conducts business.

### **6.2 Company's Rules/Regulations**

Appointed Agent agrees to comply with Company's current methods, procedures, compliance standards (including but not limited to Company's compliance manual), rules and regulations pertaining to the conduct of business covered by this Agreement, as well as any system of review and control of such, including a method of Appointed Agent sanctions as may be used by Company. Adherence to such rules and regulations shall not negate the intent of Section 4 of this Agreement.

### **6.3 Insurance**

Appointed Agent agrees to maintain errors and omissions insurance covering the activities, actions and failures to act when required or appropriate, relative to representation of Company.

Such coverage shall be with a carrier and for amounts and deductibles acceptable to Company. Appointed Agent must provide evidence of such coverage of Company incident to entering into this Agreement, and periodically thereafter as requested by Company.

### **6.4 Product Familiarity**

Appointed Agent agrees to become fully informed as to the provisions and benefits of each product offered by Company for which Appointed Agent solicits applications and to represent such products accurately and fairly to prospects. Appointed Agent shall be responsible for supervising and training Appointed Agent's Subagents and employees (if applicable). Training shall ensure that each Subagent, and each employee to the extent applicable in connection with subsections c. and d.:

- a. is fully informed as to the provisions and benefits of each product offered by Company for which the Subagent solicits applications;
- b. represents such products accurately and fairly to prospective purchasers;
- c. is aware of and complies with the applicable laws of each state and territory in which Subagent conducts business; and
- d. becomes fully informed of and acts in compliance with all Company rules and procedures.

### **6.5 Confidential Information and Agent Privacy Obligations.**

- a. Appointed Agent and Company (each hereinafter referred to individually as "Party" and collectively as "parties") agree to use one another's Confidential Information (defined below) solely for the purposes of this Agreement and not to disclose such Confidential Information to any third party in any form without the prior written consent of the other Party. Appointed Agent and Company will advise and cause their respective employees, directors, officers, accountants, attorneys, representatives and agents ("Representatives") who will have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this Agreement or as required by law and any such use or disclosure shall be at all times and in all events on the terms of and in compliance with the restrictions of this Agreement. "Confidential Information" includes the terms of any prior negotiations regarding this Agreement, all information and data provided by either Party to the other, or acquired or used by either Party pursuant to this Agreement, including each Party's respective business and proprietary information, including but not limited to, technical or non-technical data, any formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or actual or potential customers or suppliers, customers lists, strategic alliances, plans, reports, analyses, studies, models, sales data, marketing materials (including, without limitations, illustrations,

disclosures and consumer advertising), or any other secret or confidential work, knowledge, know-how, trade secret or business information of each Party or its respective affiliates, any information relative to any products, business procedures, coverage, or underwriting rates or pricing. "Confidential Information" also includes all records, files, input materials, reports, books or records, forms and other data, received, collected, provided to, data processed, used or stored by Appointed Agent pursuant to this Agreement, including, without limitation, applicant, contract or policy owner information and files and financial and health information. Confidential Information does not include information which is or becomes (i) generally available to the public at the time of disclosure, or (ii) was independently developed by either Party.

- b. Each Party agrees to indemnify and hold harmless the other Party and the affiliates, shareholders, directors, officers, employees, agents and advisers of such other Party from any and all damages and losses, costs or expenses incurred as a result of the failure of such Party or its Representatives to perform its confidentiality obligations hereunder.
- c. Upon the request of either Party at any time after the termination of this Agreement, all Confidential Information (and all copies, extracts or other reproductions made by the other Party or its Representatives in whole or in part, and all documents and other writings prepared by either Party or its Representatives based on Confidential Information) will be returned to appropriate Party, or, with the written permission of such Party, be destroyed, with such destruction to be certified in writing by an authorized officer of the Party supervising such destruction and such Confidential Information shall not be retained by the other Party or its Representatives in any form.
- d. In the event that any Party hereto becomes legally compelled to disclose any of the Confidential Information or take any other action prohibited by this Agreement, the Party so legally compelled will provide the other Party with prompt written notice for the purpose of enabling the other Party to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within thirty (30) days of such written notice to the other Party, the Party so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of such Party's counsel, legally required, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- e. Except to the extent directly required to perform its obligations under this Agreement, or as otherwise specifically authorized in writing by Company, Appointed Agent (and all of its employees, officers, directors, accountants, attorneys, representatives and agents) shall hold in the strictest confidence and not disclose to any entity or person, at any time, whether during or following the term of this Agreement, (i) any written, electronic or oral information directly or indirectly related to applicants, policyholders, certificate holders, other insured individuals who are not policyholders or certificate holders of Company (all of whom are collectively referred to hereinafter as "Policy Holders"); and (ii) any other written, electronic or oral information that Company discloses or makes available to Appointed Agent, or that Appointed Agent receives from any other source, in connection with this Agreement or otherwise concerning Policy Holders provided by Company.
- f. Appointed Agent shall maintain security procedures to protect against improper disclosure or use of Health Information and Financial Information, and shall comply in full with the privacy and security requirements of the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any rules and regulations promulgated thereunder. Except to the extent otherwise required or specifically permitted by law, Appointed Agent's use

and/or disclosure of Health Information or Financial Information shall be limited solely to the purposes for which such information is disclosed to Appointed Agent to perform its obligations under this Agreement. For purposes of this Agreement (i) "Health Information" shall be defined as information including demographic information relating to 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, which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual and (ii) "Financial Information" shall be defined as personally identifiable financial information and any list, description or other grouping of individuals that is derived using any personally identifiable financial information other than publicly available information about any Policy Holder. A Business Associate Agreement is attached as Exhibit A to this Agreement and made a part hereof.

- g. Appointed Agent shall maintain appropriate administrative, technical and physical safeguards to assure that Health Information or Financial Information is not used or disclosed other than as provided by this Agreement or as required by law. Appointed Agent expressly warrants that all Appointed Agent personnel performing the Services hereunder (i) will be advised of, and appropriately trained regarding the confidentiality and privacy obligations under this Agreement and by law, and (ii) will comply in all respects with such obligations.
- h. Appointed Agent agrees to report to Company in writing within five (5) days of discovering the same, any use or disclosure of Health Information or Financial Information about Policy Holders not provided for in this Agreement or for a purpose not expressly permitted by law. To the extent such unauthorized use or disclosure occurs, Appointed Agent agrees to mitigate, to the greatest extent possible, any harmful effect thereof.
- i. Appointed Agent agrees that it will abide by the limitations of Company's current privacy policies as published by Company and as properly and reasonably communicated by Company to Appointed Agent from time to time.
- j. Appointed Agent agrees that Appointed Agent will abide by the terms of the HIPAA Business Associate Agreement attached as an Exhibit to this Agreement and incorporated herein.
- k. Appointed Agent's obligations under this Section 6.5 shall continue after termination of this Agreement.

## **6.6 Prompt Transmittal**

- a. Appointed Agent shall transmit to the Home Office of Company by certified mail or overnight delivery, within 24 hours after receipt, any documents served upon Appointed Agent or Appointed Agent's employees in connection with any legal proceedings by or against Company. Appointed Agent should not act as Company's agent for service of process without written approval.
- b. Customer or other complaints, whether written or oral, shall be promptly transmitted in accordance with the provisions of Company compliance manual.

## **6.7 Remittances**

All moneys or other properties belonging to Company, while in the custody of Appointed Agent, shall be held by Appointed Agent in a fiduciary capacity and shall not be commingled with other funds or properties held by Appointed Agent. They shall not be used by Appointed Agent for any purpose whatsoever but are to be reported and transmitted to Company in accordance with its instructions. Appointed Agent shall be responsible to Company for all moneys paid to or collected by Appointed Agent, its employees or its Subagents.

## **6.8 Expenses**

Unless otherwise provided for in this Agreement or prohibited by state law, Appointed Agent agrees to pay all expenses incurred by Appointed Agent, Appointed Agent's employees, or Appointed Agent's Subagents in the performance of this Agreement including local and municipal fees and taxes (including occupational and privilege taxes) whether imposed on Appointed Agent or Company or appointees of Appointed Agent with no right of reimbursement.

## **6.9 Indemnification and Hold Harmless Provision**

Appointed Agent agrees to indemnify and hold harmless Company and Company's affiliates, and their respective officers, directors, shareholders, and employees from all losses, expenses, costs or damages including reasonable attorney's fees and expenses resulting from any acts or omissions by Appointed Agent, Appointed Agent's employees, and Subagents which violate the terms of this Agreement, or which result from any acts or omissions by any employee or Subagent recruited by or otherwise assigned to Appointed Agent's jurisdiction or hired by Appointed Agent.

**Appointed Agent agrees that Company has no obligation to pay Appointed Agent any commissions, other compensation, or amounts in reimbursement of any expenses with respect to the activities and services performed or expenses incurred by Appointed Agent in performance of the terms of this Agreement. Appointed Agent expressly represents that Appointed Agent will look solely for any compensation or reimbursement arising from such activities and services to the third-party having Jurisdiction over Appointed Agent as a Subagent. Appointed Agent agrees to indemnify and hold Company harmless from any claim by Appointed Agent or any Subagent in Appointed Agent's Jurisdiction in any way related to compensation with respect to the sale of Company's products.**

## **6.10 Records**

Appointed Agent agrees to maintain, safeguard, and produce upon request for inspection, complete and accurate files of transactions related to Company.

- a. Appointed Agent agrees that all records in the possession of or under the control of Appointed Agent which are connected with or relate to business transacted under this Agreement shall be open to inspection without notice and shall be fully disclosed to Company. Appointed Agent also agrees that the accounts of Company shall be competent and conclusive evidence of the state of Appointed Agent's accounts.
- b. Appointed Agent agrees to maintain a file for each client, in accordance with the minimum requirements set forth by Company and as required by law.

## **6.11 Indebtedness and Other Obligations**

- a. Appointed Agent shall be responsible for any indebtedness owed to Company by Appointed Agent and Appointed Agent's Subagents.
- b. In the event of Appointed Agent's failure to pay any indebtedness of Appointed Agent or Appointed Agent's Subagent to Company immediately upon demand, Company may elect to exercise any and all of its rights and remedies allowed under this Contract, any other contract between Appointed Agent and Company, and any right or remedy existing at law or in equity. Company's option not to exercise any such rights or remedies shall not be construed as a waiver of the right to exercise any such rights or remedies at a later date. An exercise by Company of any of its rights or remedies shall not prevent the concurrent or subsequent exercise or any of its other rights or remedies.

- c. All indebtedness of Appointed Agent to Company, whether occurring before or after termination of this Contract, and all rights and remedies of Company to recover the same, shall survive the termination of this Contract.

The term indebtedness includes, but is not limited to, loans, financing arrangements and any other debts of Appointed Agent or Appointed Agent's Subagents.

## **6.12 Property**

Appointed Agent agrees to return on demand all property of Company. Property shall include, but is not limited to: rate books, manuals, supplies, applications, policyholder records, video tapes, computer hardware and software, advertising and sales literature, any business cards, stationary, envelopes, business forms, and all other Company materials and any materials displaying Company or AIG American General logo as described in Section 3.4, Use of Company and American International Group, Inc. Names and Logo.

## **6.13 Duties of Agent Relating to Company Technology, Software Applications, Databases, etc. Appointed Agent shall:**

- a. diligently safeguard any item of technology or device assigned and delivered to Appointed Agent by Company from loss, damage, theft, destruction, or other casualty or misuse while said device is in Appointed Agent's possession;
- b. maintain absolutely secret the all passwords assigned to Appointed Agent for access via the internet or otherwise to Company software applications, databases, etc., not disclosing such passwords to any person during the term of this Agreement or thereafter;
- c. be personally responsible and accountable for all transactions involving Appointed Agent's access to Company software applications, databases, etc., where Appointed Agent's passwords are used, including but not limited to, being personally responsible and accountable for moneys due Company resulting from these transactions;
- d. in the event of theft of a device through which Appointed Agent has accessed Company software applications, databases, etc., immediately report such theft to the appropriate law enforcement agency and to Company's home office;
- e. in the event of other loss of a device through which Appointed Agent has accessed Company software applications, databases, etc., report such event immediately to Company's home office;
- f. upon the termination of this Agreement, surrender any item of technology or device assigned and delivered to Appointed Agent by Company as directed by Company; and
- g. execute and comply with the terms of any agreement governing the terms of Appointed Agent's use of any Company software applications, databases, etc., or of any item of technology or device assigned and delivered to Appointed Agent.

## **6.14 Subagent**

- a. Appointed Agent shall promptly notify Company, in writing, if Appointed Agent terminates an employment or other contractual relationship with a Subagent of Appointed Agent. Company may terminate its appointment of Appointed Agent's Subagent at any time.



- b. Appointed Agent shall be financially responsible to Company for the acts of Appointed Agent's Subagents and employees, and shall promptly report to Company, in writing, any known or alleged misappropriation of funds by such Subagents or employees regardless of whether such known or alleged misappropriation is with respect to funds of Company or funds of any other person or company.

## 7. **Appointed Agent Representations**

By executing this Agreement, Appointed Agent makes the following representations:

- a. Appointed Agent has read, understands, and will abide by the terms of this Agreement.
- b. Appointed Agent has reviewed this Agreement with counsel or has voluntarily chosen not to do so.
- c. Appointed Agent will abide by the current policies and procedures of Company, whenever Appointed Agent is acting as an Appointed Agent of Company.
- d. If Appointed Agent is a corporation or a partnership, each and every individual who signs this Agreement for Appointed Agent jointly and severally guarantees the performance of all the obligations hereunder and warrants that such individual has been authorized to execute this Agreement.
- e. Appointed Agent has received, read, understands, and will abide by the contents of Company's compliance manual.

## 8. **TERMINATION**

a. **Automatic Termination.** This Agreement shall automatically terminate upon:

- (i) the death of Appointed Agent if Appointed Agent is an individual;
- (ii) the dissolution of the partnership or upon the death of a partner if Appointed Agent is a partnership or a limited liability partnership;
- (iii) the dissolution of the corporation or company if Appointed Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
- (iv) the sale of a majority or controlling interest of the corporation or company, if Appointed Agent is a corporation, personal corporation, limited liability company, or similar business existing under state law;
- (v) nonrenewal of Appointed Agent's resident license;
- (vi) termination of Appointed Agent's status as a Appointed Agent under this Agreement.

b. **Immediate Termination.** This Agreement may be terminated immediately at Company's sole discretion upon:

- (i) the filing of a voluntary petition in bankruptcy or for reorganization by Appointed Agent; or
- (ii) the filing of an involuntary petition in bankruptcy or for reorganization against Appointed Agent.

c. **Written Notice.** This Agreement may be terminated either by Company or by Appointed Agent upon 30 days written notice to the other party. Appointed Agent's authority to solicit, procure, or otherwise participate in the solicitation or procurement of applications for insurance and annuities for Company shall terminate on the date specified within the notice.

d. **Termination for Cause.**

This Agreement may be terminated for cause by Company immediately upon written notice to Appointed Agent if Appointed Agent:

- (i) Wrongfully withholds or misappropriates any funds, insurance policies, annuities, vouchers or other property belonging to the applicant, policyowner, and contract owner, or Company;
- (ii) Endeavors to induce Company's policyholders to surrender, replace or lapse their policies;
- (iii) Acts to materially prejudice the interests of or to discredit Company;
- (iv) Fails to comply with the terms or conditions of this Agreement, or Company's policies and procedures;
- (v) Loses Appointed Agent's license due to revocation;
- (vi) Violates any insurance law or regulation;
- (vii) Commits any fraud upon Company or its policyholders; or
- (viii) Directly or indirectly endeavors to induce Marketing General Agents, Standard Agents, Appointed Agents, or any other agents of Company to discontinue their contracts with Company or to participate in such activity.

For a period of two years following a contract termination made pursuant to Sections 10.a., b., and c., Company reserves the right to convert said termination to a termination for cause upon the determination by Company that an activity or event listed in 10.d. (i-viii) occurred either before the initial termination or within two years after the initial termination.

## **9. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS**

Appointed Agent must at all times have the capacity to communicate with Company through electronic mail and to accept electronic transactions including, but not limited to, electronic fund transfers, receiving and sending email correspondence and receiving internet communications.

## **10. WAIVER**

Failure of Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when same shall become known to it, shall not operate as a waiver of such conditions nor release Appointed Agent from Appointed Agent's obligation to perform all requirements of this Agreement strictly in accordance with its terms.

## **11. PRODUCTION AND PERSISTENCY**

Company shall have the right to establish minimum production and persistency standards as a requisite to Appointed Agent maintaining this Agreement, which standards Company shall be free to amend, in its sole discretion.

## **12. PREVIOUS CONTRACTS**

- a. Except as otherwise provided below, by execution of this Agreement, all previous agent or agency contracts, including any compensation schedules and supplements to such contracts, between Company and Appointed Agent other than single case commission agreements, are terminated as of the effective date of this Agreement. Appointed Agent's right to compensation from Company or its subsidiaries and affiliates under a previous contract with Appointed Agent is not hereby terminated and shall be determined under the contract in effect when any application(s) for new business were written.
- b. Notwithstanding this termination, any lien or claim that Company has or may have against Appointed Agent under any previous agreement shall continue.

- c. Nothing in this Agreement shall be deemed to terminate a Appointed Agent's obligations under the Covenant Not To Solicit or Covenant Not To Induce provisions of a previously-executed Sales Employee Employment Agreement or under similar provisions of any other employment agreement with Company.
- d. Nothing in this Agreement shall be deemed to terminate the applicability of any employment dispute resolution program under a previously-executed Sales Employee Employment Agreement or other employment agreement with Company with respect to employment-related legal claims between the Company and Sales Employee as described in such previously-executed Sales Employee Employment Agreement or other employment agreement with Company.

### **13. SECTION HEADINGS**

The titles of the sections of this Agreement are for convenience only and will not be construed as limiting, defining, or affecting the substantive terms of this Agreement.

### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. However, Appointed Agent's right to remuneration from commissions on products issued by Company under a previous agreement is not affected except as provided in Section 6.12 Indebtedness and Other Obligations and Section 14 Previous Contracts hereof.

### **15. MODIFICATIONS**

This Agreement cannot be modified or changed by any oral promise or statement by whomsoever made. No written modification will bind Company unless it is signed by an authorized officer of Company and specifically expresses an intention to modify or change this Agreement.

### **16. EXONERATION CLAUSE**

Should any legislation, court decision or ruling of any state insurance department render any provision of this Agreement unlawful, it is mutually agreed that any changes in this Agreement as may be necessary shall be made without loss, damage or other expense to Company.

### **17. NOTICE AND GOVERNING LAW**

- a. Any notice under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. Mail addressed to Appointed Agent's last known address or to Company at its home office, whichever applies.
- b. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

### **18. ARBITRATION**

- a. Any and all disputes arising under this Agreement shall be settled by arbitration in Nashville, Tennessee or such other place as may be mutually agreed upon by the parties, under the Commercial Arbitration Rules of the American Arbitration Association, and judgment may be entered upon the award in any court of competent jurisdiction.

- b. In any such arbitration, the arbitrator will decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. Following the arbitration hearing, the arbitrator shall issue a decision and a separate written decision which, in a well-reasoned manner, summarizes the reasoning behind the decision and the legal basis for the decision. The separate written decision will be kept confidential by the arbitrator and by all parties. The decision will not be reviewable by any court for errors of law or fact.
- c. The determination of the arbitrator shall be final and binding upon all parties. The costs of arbitration shall be borne equally by both parties.

## **19. FEDERAL CRIME CONTROL ACT NOTICE AND CERTIFICATION**

- a. By execution of this Agreement, Appointed Agent represents and warrants that Appointed Agent has not been convicted of any criminal felony involving dishonesty or breach of trust, or has obtained the required written authorization or written consent from the Department(s) of Insurance in the state(s) in which Appointed Agent transacts insurance business, in which case Appointed Agent shall advise Company of such conviction and furnish such authorization or consent for Company's examination.
- b. Should Appointed Agent at any time while this Agreement is in effect be convicted of a criminal felony involving dishonesty or breach of trust, Appointed Agent agrees to immediately notify Company in writing of the felony conviction. Appointed Agent understands that failure to comply with the requirements of the Federal Crime Control and Law Enforcement Act of 1994 (18 U.S.C.S. Sec. 1033, 1034) may result in disciplinary action up to and including termination for cause by Company.

## **20. CONDUCT OF BUSINESS**

Company may make such changes and decisions as it deems advisable in the conduct of its business, including the discontinuance of any policy form or the withdrawal from any State or territory, and Company shall incur no liability to Appointed Agent by reason of its doing so. Company shall have the right to test market any product on a select basis without making the product available to all agents or in all locations.

## **21. INVESTIGATION NOTICE**

The undersigned hereby authorizes Company to conduct an investigation of all signatories of this agreement including character, credit reputation and personal traits, and releases those contacted and Company from any liability with respect to the content of the information provided and any resulting action by Company.

IN WITNESS WHEREOF, Company has caused this Agreement to be signed by its duly authorized officer, and Appointed Agent has caused the same to be signed, the date and year first above written.

## EXHIBIT A

### BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”), effective as the date of the Appointed Agent Agreement to which it is attached, is between the Appointed Agent named in such Appointed Agent Agreement (hereinafter referred to as “Appointed Agent”) and Company, as that term is defined in such Appointed Agent Agreement (hereinafter referred to as “Company”).

WHEREAS, the parties have entered into an agreement (the “Services Agreement”) under which the Appointed Agent provides duties in accordance with sections 2 and 3 of the Appointed Agent Agreement services to or on behalf of Insurer;

WHEREAS, in connection with these services, Insurer may disclose to the Appointed Agent or the Appointed Agent may have, create, maintain, transmit, or receive access to individually identifiable health information or Protected Health Information that is subject to protection under HIPAA; and

WHEREAS, the purpose of this Agreement is to satisfy and comply with the requirements of HIPAA and its regulations, as may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

#### 1. **Definitions.**

“CFR” means the Code of Federal Regulations as currently in effect or as amended from time to time.

“Designated Record Set” shall have the meaning given to the term in the Privacy Rule, including but not limited to 45 CFR Sec. 164.501.

“Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term in 45 CFR Sec. 160.103 and is EPHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or any Appointed Agent.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 as amended and related regulations promulgated thereunder.

“HITECH” means the Health Information Technology for Economic and Clinical Health Act of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 and related regulations.

“Privacy Rule” means the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164 subparts A, D and E.

“Protected Health Information” or “PHI” shall have the meaning as defined in 45 CFR Sec. 160.103 and is PHI that is created, received, maintained or transmitted by or on behalf of Insurer or its affiliates or by Appointed Agent. All references to PHI also include references to EPHI.

“Required By Law” shall have the same meaning as the term “required by law” in 45 CFR Sec. 164.103.

“Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

“Security Incident” shall have the same meaning given such term in 45 CFR Sec. 164.304.

“Security Rule” shall mean the security standards at 45 CFR Parts 160 and 162 and Part 164, subparts A and C.

“Subcontractor” shall have the same meaning as “subcontractor” in 45 CFR Sec. 160.103.

Terms used but not otherwise defined in this Agreement shall have the same meaning as set forth in the Privacy Rule, the Security Rule, and HITECH which definitions are incorporated into this Agreement by reference.

2. **HITECH Compliance.** Appointed Agent agrees that the HITECH enactment amended certain provisions of HIPAA in ways that now directly regulate Appointed Agent under the Privacy and Security Rules. Any requirements applicable to Appointed Agent under the HITECH are incorporated into this Agreement. Appointed Agent agrees to comply with each of the requirements imposed under the HITECH, as of the applicable effective dates of each such requirement, including compliance with any guidance and regulations issued pursuant to the HITECH.
3. **Appointed Agent Obligations and Activities.** Appointed Agent, and its officers, directors, employees, contractors and agents, shall:
  - a. Maintain the confidentiality, and use and disclose PHI solely for the purposes specified in the Services Agreement and any addendum thereto and to fulfill the purpose of this Agreement, as Required by Law, and consistent with Insurer’s notice of privacy practices, policies and procedures, provided that such use or disclosure would not violate HIPAA, if done by Insurer.
  - b. Use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality and security of PHI and to prevent the unauthorized use or disclosure of PHI as Required by Law, and to comply with the security standards of HIPAA.
  - c. Report to Insurer’s Privacy Officer in writing immediately (if practicable, but no later than two (2) business days of Appointed Agent’s discovery) any Security Incident or breach, or any use or disclosure of PHI that is not permitted by this Agreement of which Appointed Agent becomes aware. Appointed Agent’s report shall identify: (i) the nature of the unauthorized use, disclosure or Security Incident, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Appointed Agent has done or shall do to mitigate any deleterious effect of the unauthorized use, disclosure, or Security Incident, (v) what corrective action Appointed Agent has taken or shall take to prevent future similar unauthorized use, disclosure, or Security Incident and (vi) any other information as reasonably requested by Insurer’s Privacy Officer. Appointed Agent shall cooperate with Insurer to conduct any risk assessment necessary to determine whether breach notification is required. A Security Incident or breach shall be treated as discovered by Appointed Agent as of the first day on which such incident is known, or should reasonably have been known, to Appointed Agent. For purposes of this Section the knowledge of any person, other than the individual committing the breach, that is an employee, officer or other agent of Appointed Agent shall be imputed to Appointed Agent.
  - d. Comply with any additional provisions of HITECH that relate to privacy and security and that are made applicable with respect to covered entities such as HITECH Sec. 13401.
  - e. Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Agreement, and to implement administrative, physical and technical safeguards as required by 45 CFR Sec. 164.308, 164.310, 164.316 and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that Appointed Agent creates, receives, maintains, or transmits, in the same manner that such sections apply to Insurer.

- f. Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH Sec. 13401-13402.
- g. Enter into an agreement with each of its agents and Subcontractors pursuant to 45 CFR Sec. 164.308(b)(1), 164.502(e)(1), and HITECH 13401 that is appropriate and sufficient to require each such agent and Subcontractor that have access to PHI to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply within this Agreement, including implementation of administrative, physical and technical safeguards and controls and policies, procedures, training and sanctions in compliance with HIPAA.
- h. Along with its agents and Subcontractors, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with HITECH Sec. 13405.
- i. Make Appointed Agent's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary or Insurer within thirty (30) days of receipt of a request from Insurer or the Secretary, for purposes of determining Appointed Agent's and Insurer's compliance with the HIPAA requirements, subject to attorney client and other applicable legal privileges.
- j. Within ten (10) days of receiving a written request from Insurer, provide to Insurer such information as is requested by Insurer, if any, to permit the Insurer to respond to a request by an individual for access to, an amendment of, or an accounting of the disclosures of the individual's PHI in accordance with 45 CFR Sec. 164.524, Sec. 164.526, and Sec. 164.528. If an individual contacts Appointed Agent directly about access to, amendment of, or an accounting of disclosures of his/her PHI, Appointed Agent will forward such request immediately to Insurer and not make such access, amendment, or accounting. Notwithstanding anything herein to the contrary, Appointed Agent shall make reasonable efforts to cooperate with Insurer in responding to any such requests and enabling Insurer to comply with federal laws and regulations regarding the timing of response to such requests.
- k. Upon termination of this Agreement, return or destroy, if feasible, (with the permission of Insurer) all PHI that it maintains in any form pursuant to this Agreement, and retain no copies of such information. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Appointed Agent. A senior officer of Appointed Agent shall certify in writing to Insurer within thirty (30) days after termination of this Agreement that all PHI has been returned or destroyed and Appointed Agent retains no PHI. However, if Insurer determines that such return or destruction is not feasible, Appointed Agent will continue to extend the protections of this Agreement to such PHI and limit further use of the information to the purposes that make the return or destruction not feasible. The respective rights and obligations of each party pursuant to this subsection shall survive the termination of this Agreement.
- l. Notify Insurer immediately upon receipt of notice of an investigation or of a lawsuit filed against Appointed Agent related to or arising from the use or disclosure of PHI by Appointed Agent pursuant to this Agreement.
- m. If Appointed Agent maintains PHI in a Designated Record Set, i) make any amendments to PHI in the Designated Record Set that the Insurer directs or agrees to at the request of an individual within thirty (30) days of receipt of the direction or agreement from Insurer, and ii) provide within thirty (30) days at the request of Insurer access to PHI in a Designated Record Set to Insurer or, as directed by Insurer, to an individual in order to meet applicable HIPAA requirements.

4. **Appointed Agent Permitted Uses and Disclosures.**

- a. Except as otherwise limited by this Agreement, Appointed Agent may use or disclosure PHI on behalf of, or to provide services to Insurer as long as such use or disclosure of PHI would not violate the Privacy Rule if done by Insurer or the minimum necessary policies and procedures of the Insurer.
- b. Except as otherwise limited by this Agreement, Appointed Agent may disclose PHI for the proper management and administration of Appointed Agent provided that the disclosures are Required by Law, or Appointed Agent obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Appointed Agent of any instances of which it is aware in which the confidentiality of the information has been breached.

5. **Insurer's Obligations.**

- a. Insurer shall provide Appointed Agent a copy of its notice of privacy practices; Appointed Agent agrees that it will abide by the limitations of any such notice of privacy practices.
- b. Insurer shall notify Appointed Agent of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect Appointed Agent's use or disclosure of PHI.
- c. Insurer shall notify Appointed Agent of any restriction to the use or disclosure of PHI the Insurer has agreed to in accordance with 45 CFR Sec. 164.522, to the extent that such restriction may affect Appointed Agent's use or disclosure of PHI.

6. **Termination.** In the event Appointed Agent breaches a material obligation under this Agreement, including the provisions governing the confidentiality and security of PHI, Insurer may require Appointed Agent to cure the breach within a specified time period of not less than twenty (20) days. If Appointed Agent does not cure the breach within this time, Insurer may terminate the Services Agreement and this Agreement upon written notice.

7. **Survival.** The respective rights and obligations of Appointed Agent shall survive the termination of this Agreement.

8. **State Law Compliance.** To the extent that state law is more stringent than the HIPAA regulations, any use or disclosure of PHI by Appointed Agent shall be made in accordance with the law.

9. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

10. **Injunctive Relief.** Appointed Agent agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or a threatened breach by Appointed Agent of the terms of this Agreement, Insurer shall be entitled to immediate injunctive relief. Nothing herein shall prohibit Insurer from pursuing any other remedies available to it for such breach, and Insurer's rights under this Agreement related to injunctive relief, if any, shall be cumulative.



11. **Indemnification.** To the extent permitted by law, Appointed Agent agrees to indemnify and hold harmless and defend Insurer and its affiliates and its and their officers and directors, employees and agents from and against all claims, demands, liability, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including without limitation, attorney's fees, defense costs, and equitable relief) for any damage or loss incurred by Insurer arising out of, resulting from or attributable to any acts or omission of Appointed Agent in connection with the performance of Appointed Agent's duties under this Agreement.
12. **Interpretation.** This Agreement governs the obligations of Appointed Agent and Insurer with respect to privacy issues only, and the Services Agreement shall govern as to all other issues. If there is any conflict between the Services Agreement and this Agreement, this Agreement shall control. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Insurer and Appointed Agent to comply with the Privacy Rule, the Security Rule and HITECH.
13. **Amendment of Agreement.** In the event of a change in the HIPAA regulations or state or federal law or requirements affecting the use or disclosure of PHI, Insurer may amend this Agreement as necessary to comply with the change in the law or regulation. Insurer and Appointed Agent agree that such changes will be effective as of the stated effective date of any such law or regulation regardless of whether or not this Agreement has been amended by said effective date.



Stephens-Matthews  
Marketing, Inc.

# STEPHENS-MATTHEWS MARKETING, INC.

•PO Box 1208 • Beverly, OH 45715 • Phone: (800) 544-8250 • Fax: (888) 984-2614 •

Return by fax to: 888-984-2614 or email to: Kelly@stephens-matthews.com

## Agent Commission Electronic Funds Transfer Form

Agent/Agency Name: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

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

Account Type (Please Check One):  Checking Account (22)  Savings Account (32)

**If you are authorizing electronic fund transfer either for the first time or to a different account:**

1. For checking account, please void a **pre-printed blank check** and attach here.
2. For savings account, please void a **pre-printed deposit slip** and attach here.

**We cannot accept voided checks or deposit slips with a handwritten name and address.**

3. Please transfer the numbers at the bottom of the check or deposit slip into the fields below.

\_\_\_\_\_ Bank Routing Number

\_\_\_\_\_ Bank Account Number

### Authorization

I hereby authorize Stephens-Matthews Marketing, Inc. to initiate credit entries and, if necessary, adjustments for any credit entries made in error to the checking or savings account indicated above, hereinafter called depository.

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

Please submit an updated authorization any time you change depositories.

**Agents receiving Electronic Funds will receive  
commission statements via e-mail only.**

# 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <sup>a</sup> -----  <input type="checkbox"/> Other (see instructions) <sup>a</sup>	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

### Updating Your Information

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

### Penalties

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

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

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

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

### Specific Instructions

#### Name

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

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

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

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

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 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 and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

**Privacy Act Notice**

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