

Return to → EyeMed Legal
4000 Luxottica Place
Mason, Ohio 45040

**FIDELITY SECURITY LIFE INSURANCE COMPANY
AGENT DATA SHEET**

Agent # _____
Date _____

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

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

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

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

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

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

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

C. CERTIFICATION / AUTHORIZATION

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

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

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



FIDELITY SECURITY LIFE INSURANCE COMPANY Agent/Agency Commission Agreement

THIS AGREEMENT is made and effective _____, between Fidelity Security Life Insurance Company, (hereinafter described as "Insurer"), and

Name of Agent/Agency:			
City:	State:	County:	Zip:

(hereinafter described as "Agent/Agency").

1. COMMISSION. Subject to the provisions of this Agreement, in accordance with the rules and regulations of the Insurer, and as hereinafter set out, the Insurer, or its duly authorized representative, will pay Commissions to Agent on premiums received in cash by the Insurer for policies issued during the term of this Agreement upon applications procured and submitted by Agent. Such Commissions will be calculated in accordance with the provisions of the Commission Schedules, attached hereto.

- (a) Commissions will not be paid on premiums waived, premiums paid in advance (except as they are applied toward payment of the current premium) or premiums paid subsequent to a lapse of a policy unless the policy is reinstated solely through the instrumentality of the Agent.
- (b) The Insurer has the right, at its sole discretion, to modify any Commission Schedule attached hereto, by furnishing Agent advance written notice of any such modification. However, any such modification will not apply to any policy whose effective date was prior to the effective date of the modification.
- (c) The insurance products governed by this Agreement are outlined in the attached Commission Schedule, which may be modified by the Insurer from time to time by the addition or deletion of products.

2. AUTHORITY TO SOLICIT. Agent is authorized to solicit applications for insurance for the Insurer, collect the first premium on each policy of insurance applied for and pay the same over to the Insurer in accordance with the Insurer's procedures; deliver the policies of insurance as directed by the Insurer; and do any act or perform any duty which is specifically authorized in writing and signed by an officer of the Insurer.

This authority granted the Agent is subject to the rules of the Insurer and statutes and regulations of applicable insurance departments, including licensing requirements. No Producer(s) shall be permitted to transact any insurance business with FSL without first having an insurance license from the state the business is being transacted, and/or appointment with FSL, when the same is required by the state.

The Agent shall be responsible to the Insurer for all business conducted by it or entrusted to persons employed by it, and shall defend indemnify and hold the Insurer harmless for all costs, cause of actions, and damages resulting from acts or transactions by the Agent, its officers or its salaried employees.

Authority to solicit is subject to appointment of the Agent with the Insurer as required by the insurance law in such states as the Agent is licensed and authorized to solicit. The Insurer reserves the right to require the Agent to pay to the Insurer such fees as may be required for appointment, renewal of appointment and termination of appointment in each and every state where the Agent must be appointed in order to solicit. Additionally, Agent will be responsible for payment of all such fees for sub-producers under Agent's supervision who are appointed with the Insurer to solicit and notifying Insurer of appointments which should be non-renewed or terminated.

3. LIMITATION OF AUTHORITY. Agent has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Insurer's policies or contracts. Agent will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning the Insurer or its policies without written permission of the Insurer, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by the Insurer. The Agent shall give the Insurer immediate notice of any state insurance department complaints or inquiries, or legal proceedings initiated against it or against any sub-producer of which it has notice.

4. RELATIONSHIP. The relationship between the Insurer and Agent will be that of independent contractor and contractee, and not that of employer and employee. Within the territory herein designated, Agent will be free to exercise independent judgement as to the time and manner in which he may perform the services authorized to be performed under this Agreement, but the Insurer may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of Agent, which rules and regulations Agent will conform to and observe.

5. TERRITORY. The Agent is authorized to solicit in any territory in which the Insurer is licensed, the Agent is properly licensed and appointed with the Insure and where the Insurer has directed from time to time. No territory is assigned exclusively to Agent.

6. VESTED COMMISSIONS. With regard to applications accepted by the Insurer before the termination of this Agreement, commissions are payable to the Agent after the termination of this Agreement, except in the case in which this Agreement was terminated for one or more of the reasons specified in Paragraph 14 (b) in which case no further commissions are payable.

7. BENEFICIARY. In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Agent under this Agreement will be paid by the Insurer to _____, if living, who bears the relationship of _____, otherwise to Agent's estate.

8. LIABILITY. Commissions will be subject to reduction by the Insurer for any amount due the Insurer from Agent or for any amount of claims made against the Insurer because of any action or inaction of Agent. This right of offset will also apply to any renewal Commissions. Agent will be jointly and severally liable for all debit balances on any Policies sold which in the Agent is contractually entitled to any override commission or service fee from the Insurer.

To secure the repayment to the Insurer of such debit balances, whether now existing or hereafter arising, Agent agrees that the Insurer may apply any and all existing future indebtedness of Agent to the Insurer against any earned commissions or other sums payable to Agent by the Insurer. To further secure such repayment, the Agent hereby assigns and grants to the Insurer a security interest in all commissions and any other sums payable which are now or may from time to time hereafter be due to Agent from the Insurer. The Insurer's right of off-set, as described herein, and security interest, as granted herein, constitute a paramount and prior lien on any and all commissions or any other sums payable to Agent by the Insurer and the Insurer may, at any time without notice, apply such commissions and other sums payable to such indebtedness.

9. REFUNDS. Should the Insurer for any reasons refund any premium on any policy secured hereunder, the Agent will repay, on demand, any commission received on that premium.

Assignment of Commissions

For Value received, _____ (hereinafter referred to as Assignor), hereby sells, assigns, transfers and sets over to _____ (hereinafter referred to as Assignee), all of Assignor's right, title and interest in and to all commissions, renewal commissions, fees, bonuses and other compensation (hereinafter called "monies"), to which Assignor is now or may hereinafter become entitled under _____ Account Number _____, with Fidelity Security Life Insurance Company, Kansas City, MO (hereinafter referred to as "FSL"), dated _____, 20_____, subject to Assignor's indebtedness to FSL.

Assignor directs and Assignee agrees that FSL may deduct from such monies any indebtedness, now existing or hereafter incurred, owned by the Assignor to FSL, and that the balance of said monies remaining after satisfying said indebtedness shall be paid by FSL directly to the Assignee.

This assignment shall be effective as of _____, 20_____, or as of the date of Consent of FSL, as set forth below, is duly executed, whichever date is the later.

In witness whereof, the parties have hereunto set their hands this _____ date of _____, 20_____.

Signature of Assignor

Signature of Assignee

Address

Address

Street: _____
City: _____
State: _____
ZIP: _____

Street: _____
City: _____
State: _____
ZIP: _____

FSL hereby consents to the foregoing Assignment and acknowledges that it will disburse monies therein described in accordance with the terms thereof.

Dated this _____ date of _____, 20_____.

FIDELITY SECURITY LIFE INSURANCE COMPANY

Authorized Signature, Title

10. ASSIGNMENT. No assignment of any commission or any other amounts, or any portion thereof, due or to become due to Agent hereunder will be valid unless authorized in advance in writing by the Insurer, and any assignments so authorized will be subject to any and all indebtedness of Agent to the Insurer then existing or thereafter accruing.

11. FORFEITURE. Should Agent at any time endeavor to induce representatives of the Insurer to discontinue their Agreement, or its policyholders to relinquish their policies, Agent will forfeit any and all commissions that he/she might otherwise have acquired under any and all contracts with the Insurer.

In the event the renewal commissions due Agent are less than One Hundred Eighty Dollars (\$180.00) for any calendar year, any subsequent renewal commissions will be continued or discontinued at the option of the Insurer.

12. EXPENSES. Agent will pay all expenses incurred in the performance of this Agreement, and when requested by the Insurer, will furnish a bond of indemnity in such form and amount as approved by the Insurer.

13. ACCOUNTING. The Insurer will furnish Agent with monthly accounts showing commission payments made to Agent within such accounting period.

14. TERMINATION OF AGREEMENT.

(a) Termination Without Cause

- (1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.
- (2) This Agreement will automatically terminate, without notice, on the date of Agent's death.

(b) Termination for Cause. This Agreement shall automatically terminate upon the occurrence of the following: Misappropriation of funds; Malfeasance or misfeasance or willful fraud; Material breach of any term of this Agreement, which breach is not cured within thirty (30) days after notice thereof; Sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Agent by the Insurer; Violates the insurance laws of any state; Bankruptcy, insolvency or the assignment of its accounts for the benefit of creditors; Agent's replacement of any business written by Insurer with another insurance company; Misrepresenting the terms of any of Insurer's insurance product; Conviction of any criminal laws of the United States or any state in which the Agent solicits policies for Insurer; and Failure to maintain necessary insurance licenses in the Producer's states of operation.

Without further notice, for cause termination will work an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Agent has against the Insurer, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of the Insurer against Agent.

Anything to the contrary in this Agreement notwithstanding, all indebtedness due to the Insurer from Agent will be immediately payable without demand or notice therefore by Agent to the Insurer upon termination of this Agreement regardless of whether such terminations is with or without cause.

In the event of termination, the Agent shall immediately turn over to the Insurer all undelivered policies, rate books, such correspondence and records, and other property of the Insurer as pertain to business produced by the Agent, or agencies recruited by Agent during the term of this Agreement, which are then in its possession.

Except as specifically provided in this Agreement, no commissions, service fees or other compensation of any kind will be payable to Agent following termination of this Agreement.

15. PRIVACY. In recognition of the importance of protecting consumer health and financial information and in consideration of the mutual understandings and undertakings set forth herein, the Parties agree:

(a) The Producer understands and acknowledges that it may from time to time obtain information concerning the operations of FSL, such as Client and Proprietary Information as well as protected health and financial information (Protected Health Information), as defined by the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act (HIPAA), as amended (hereinafter collectively referred to as Confidential Information). Protected Health Information, defined by 45 CFR 164.501, is subject to various statutory privacy standards, including state laws implementing Title V of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act (HIPAA), and regulations adopted thereunder by the Department of Health and Human Services (DHHS) (45 CFR Parts 160, 162, 164 and proposed Part 142).

(b) Protected Health Information means health information, including that which is:

- (1) Is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium; and
- (2) Is created or received by a health care provider, health plan, employer, or health care clearinghouse, either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and relates to:
 - a. The past, present, or future physical or mental health or condition of an individual;
 - b. The provision of health care to an individual; or
 - c. The past, present, or future payment for the provision of health care to an individual.

(c) The Parties will treat all such information in accordance with those standards and safeguards, and will use or disclose Confidential Information received from the other only for the purposes of the obtained services, or to comply with judicial process or any applicable statute or regulation.

(1) Terms used in this Article are defined as follows:

- a. Administrative Safeguards means administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect electronic Protected Health Information and to manage the conduct of the workforce in relation to the protection of Protected Health Information.
- b. Physical Safeguards means physical measures, policies, and procedures to protect the electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- d. Technical Safeguards means the technology and the policy and procedures for its use that protects electronic Protected Health Information and controls access to it.

(d) The Producer represents that it has, and is in compliance with, policies, standards and procedures for the protection of the privacy of consumer health and financial information obtained in the performance of its services and obligations under this Contract. The Producer agrees to comply with all applicable state and federal statutory and regulatory rules, guidelines and requirements governing the collection, use, disclosure, access, security and maintenance of consumer health and financial information. Producer will implement safeguards to prevent improper use and disclosure of Confidential Information. The Producer agrees to:

- (1) Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, and maintains, or transmits on behalf of the FSL.

- (2) If the Producer enters into a contractual agreement with any subcontractor, the agreement must require such subcontractor to implement reasonable and appropriate Safeguards to protect electronic Protected Health Information that is created, received, maintained, or transmitted as part of the Producer's performance of its responsibilities under this Contract.
- (e) In implementing the obligations contained herein, the Producer may utilize those security measures that allow the Producer to reasonably and appropriately implement the standards and implementation specifications as specified in the Security Standards. In deciding which Administrative Safeguards, Physical Safeguards, and Technical Safeguards to implement, the Producer may take into account:
 - (1) The Producer's size and capabilities;
 - (2) The cost and complexity of any prospective Administrative, Physical and Technical Safeguard;
 - (3) The Producer's technical infrastructure, hardware and software security capabilities; and
 - (4) The probability and criticality of potential risks to electronic Protected Health Information posed by not implementing a prospective Administrative Safeguard, Physical Safeguard or Technical Safeguard.
- (f) The Producer agrees that no other use or disclosure of information is permitted without prior written authorization of FSL, and if such authorization is given, then disclosure may be made only in the time and manner so designated.
- (g) The Producer agrees to provide access, at the written request of FSL, to Confidential Information in a Designated Record Set to FSL or to an individual to meet the requirements under 45 CFR 164.524. Producer agrees to make any amendment(s) to Confidential Information in a Designated Record Set that FSL directs or agrees to pursuant to 45 CFR 164.526.
- (h) The Producer agrees to permit FSL and DHHS access to Producer's policies, standards and procedures for the protection of privacy of consumer health and financial information, and further agrees to provide FSL written copies of such policies, standards and procedures upon written request. Producer agrees to document any disclosures of such information to enable FSL to provide an accounting of the disclosures.
- (i) The Producer agrees to:
 - (1) Notify FSL immediately in the event of any improper disclosure of non-public personal information about its insureds so that appropriate action can be taken;
 - (2) Mitigate, to the extent practicable, any harmful effect that is known to the Producer of a use or disclosure of such information; and
 - (3) Cure the breach or end the violation. If a cure is not possible, FSL may immediately terminate this Contract in accordance with Article XV Term of Contract and Termination of the Contract, and the provisions contained therein. If neither termination nor cure is feasible, FSL may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
- (j) The Producer agrees to ensure that any agent/producer, including any subcontractor, to whom it provides such information, agrees to the same restrictions and conditions regarding the same.
- (k) Upon termination of this Contract for any reason, Producer shall ensure the same protections are provided to the protection of privacy of consumer health and financial information until such time FSL notifies Producer to either return or destroy such information in accordance with FSL's directions.

16. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

17. SOLE AGREEMENT. This Agreement supersedes any and all previous agreements between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein, and the payment of commissions on premiums on policies issued by the Insurer under previous Agreement with Agent is not hereby impaired.

This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Insurer unless it is signed by the President, a Vice President or Secretary of the Insurer, which expresses an intention to modify or change this Agreement.

18. GOVERNING LAW. This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Missouri.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: _____
Fidelity Security Life Insurance Company ("Insurer")

Agent/Agency

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.