



PROTECTIVE LIFE Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____

Documents To Be Completed & Returned:

- ☐ Agent Transmittal
- ☐ Agent Application
- ☐ Authorization and Certification of Statements
- ☐ W-9 Form
- ☐ VectorOne Debit-Check Agent/ Agency Authorization Form
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ Assignment of Commissions (OPTIONAL) *(For assigning commissions to agency, but the agent will be responsible for the 1099.)*
- ☐ Independent Agents Annualization Agreement (OPTIONAL)
- ☐ Commission Annualization/Chargeback Addendum (OPTIONAL)
- ☐ Commission Direct Deposit w/Voided Check (OPTIONAL)

SEND TO:

Mail: Attention: Life Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Email: lifesubmission@absco.com



805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue
<https://www.revenue.pa.gov/>



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____



PROTECTIVE LIFE INSURANCE COMPANY
2801 Hwy. 280 South
Birmingham, Alabama 35223

AGENT TRANSMITTAL

Type of Contract:

- ☐ New - For type of contract refer to the Agent Application
☐ Contract Change: Agent Number _____
☐ Direct Marketer

Hierarchy:

Name

Agent Number

Brokerage General Agent _____

Sub Brokerage General Agent _____

Recruiting Agent _____

Producing Agent _____

Soliciting Agent _____

If Soliciting Agent, Pay Commissions To: _____

A Solicitors hierarchy will mirror where commissions are paid.

Send Mail to:

(Check One)

☐

The BGA

☐

The Agent

☐

The SubBGA

For rates please consult your Commission Summary Grid. Dual Contracting rules apply.

SubBGA Schedules:

(Check One)

☐

(A)

☐

(B)

Schedules offered are A or B for Life and default to A for Annuities

Recruiter Schedules:

(Check One)

☐

(A)

☐

(B)

☐

(C)

Schedules A, B and C can be recruiter schedules.

Agent Commission Schedule:

(Check One)

☐

(A)

☐

(B)

☐

(C)

☐

(D)

If schedule A is selected and the agent is not a Solicitor,
they will automatically be setup as a Recruiter.

☐

(E)

☐

(F)

☐

(G)

☐

(H)

Annualization: ☐ Yes ☐ No

(Check One)

☐

(50%)

☐

(75%)

☐

(100%)

If Yes, BGA must complete Life Commission Annualization/Chargeback Addendum (ANN-PL 8/11) and the Independent Agent Annualization Agreement (PL Agent Annualization Agreement 07/2011).

Special Instructions or Comments:

Date

BGA/SubBGA Name

E-mail all documents to plbcontracting@protective.com or fax to 205-268-6831.



PROTECTIVE LIFE INSURANCE COMPANY
2801 Hwy. 280 South
Birmingham, Alabama 35223

Type of Contract: (choose one)

- ☐ Business
☐ Business with Soliciting Principal
☐ Individual
☐ Solicitor

AGENT APPLICATION

| | | | | |
|---|--|--|----------------------------|----------------|
| First Name/Middle Name/Last Name | | Preferred Name | Birth Date (mm/dd/yyyy) | Place of Birth |
| Social Security No. _____ | | Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female | | |
| If this application is for a Corporation, please supply Tax ID: _____ | | Spouse _____ | | |
| Email Address (Mandatory) | | Designations: <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> MDRT <input type="checkbox"/> NQA <input type="checkbox"/> Other | | |
| If Soliciting Agent, Pay Commissions To: _____ | | | | |
| Business Name (If Applicable) _____ | | Business Type (Inc., Sole Proprietor, Partnership): _____ | | |
| Business Mailing Address _____ | | Business Street Address (If Different) _____ | | |
| Street / P.O. Box _____ | | Street / P.O. Box _____ | | |
| Suite _____ | | Suite _____ | | |
| City _____ State _____ Zip _____ | | City _____ State _____ Zip _____ | | |
| Residence _____ | | Residence Phone _____ | | |
| Street / P.O. Box _____ | | Business Phone _____ | | |
| Suite _____ | | Business 800 Number _____ | | |
| City _____ State _____ Zip _____ | | Business Fax Number _____ | | |
| What is your target market? <input type="checkbox"/> Middle <input type="checkbox"/> Upper Middle <input type="checkbox"/> Other | | | | |
| How many years have you been licensed? _____ | | | | |

Read carefully and please answer the following:

If any changes occur after the date of this application, please notify Protective Life immediately.

☐ I agree

1. Have you ever been or are you currently contracted with Protective Life Insurance Company?

☐ Yes ☐ No

2. Do you hold a Securities license?

☐ Yes ☐ No

If Yes, please provide your Broker/Dealer name.

3. May Protective Life publicize your name and photo in Company publications?

☐ Yes ☐ No

4. Is your agency owned by a bank or credit union or will sales of the life or annuity products be transacted in a bank or credit union?

☐ Yes ☐ No

If Yes, please explain.

5. Are you currently, or have you ever been a party to a lawsuit, arbitration or other legal or judicial proceeding?

☐ Yes ☐ No

If Yes, please explain.

6. Have you ever had an insurance license denied, revoked or suspended?

☐ Yes ☐ No

If Yes, please explain.

7. Are you currently being investigated or have you ever had any disciplinary action taken against you or terminated other than for lack of production by another insurance company, a state insurance department, the NASD, SEC or any other regulatory authority?

☐ Yes ☐ No

If Yes, please explain.

8. Have you ever filed for bankruptcy or do you currently owe any money to or have a debit balance with another insurance company?

☐ Yes ☐ No

If Yes, please explain.

9. Have you ever been convicted of (or plead no contest to) a felony or misdemeanor?

**The Federal Violent Crime Control & Law Enforcement Act of 1994 prevents people who have been convicted of a felony from participating in the business of insurance.*

☐ Yes ☐ No

If Yes, please explain.

10. Have you ever had a claim against your errors and omissions policy?

☐ Yes ☐ No

If Yes, please explain.

11. Have you had a complaint filed against you in the past ten years that resulted in a fine or penalty, censure, cease and desist order, or consent order?

☐ Yes ☐ No

If Yes, please explain.

12. Have you completed Anti-Money Laundering in the past 24 months?

☐ Yes ☐ No

If Yes, with whom? Please attach certificate if other than LIMRA.

Weekly Direct Deposit for Commissions: (Preferred method) Yes ___ No ___. If Yes, complete the PL-DIR-DEP 08/2011 form and attach. (Producers not on Direct Deposit will be sent a check only at month end. A minimum commissions payable amount of \$100 is required before a check will be sent.)

Errors & Omissions Coverage

Carrier Name: _____

Liability Amount: _____ Policy Number: _____

Policy Effective Date: _____ Policy Expiration Date: _____

I attest I will maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. I also agree to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.



PROTECTIVE LIFE INSURANCE COMPANY
2801 Hwy. 280 South
Birmingham, Alabama 35223

AUTHORIZATION AND CERTIFICATION OF STATEMENTS

I hereby apply to Protective Life Insurance Company ("Protective") to sell life and other insurance products. If this application is accepted, I agree to solicit business for Protective in accordance with the terms of the Independent Agent Agreement or the Independent Soliciting Agent Agreement, the terms of which are incorporated into this application by reference. I agree Protective has no obligation to approve this application and I release Protective from all liability if it does not contract me. I agree to take all steps reasonably necessary to become and remain knowledgeable about all Protective products that I sell. **I agree not to solicit business for Protective until I am properly licensed and/or appointed, unless allowed by law to do so in a given state.**

Protective is committed to providing customer-focused service founded on our three preeminent values of Quality, Serving People, and Growth. The Producer's manual, in the illustration system, contains guidelines that we expect you to follow in the ethical conduct of business. Protective has also committed itself to uphold the ACLI Market Conduct Principles listed below. **Your signature below indicates your agreement to read and follow Protective's guidelines and the ACLI Market Conduct Principles. I further agree to follow the guidelines outlined in the Ethical Market Conduct Guidelines which are included in the complete contract packet. Additionally, I attest that I have reviewed the Annuity Suitability Producers Guide that can be accessed at: <http://www.myprotective.com/ProducerGuide>.**

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system or supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

I hereby certify that the statements contained in the Application are true and complete to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application or for termination if such statement is later discovered to be false.

I further certify that I have read, understood and will fulfill my obligations under the applicable annuity suitability regulations of the state(s) in which I am licensed and/or appointed.

NOTICE: The Fair Credit Reporting Act requires that we advise you that an inquiry may be made concerning your credit rating, character, general reputation, personal characteristics, and mode of living. This information may be obtained from commercial reporting agencies as well as from companies you represent or have represented. Upon written request, additional information as to the nature and scope of any inquiry will be provided.

I authorize Protective to obtain background information about me that includes, but is not limited to: a credit report, criminal background report, a report of debit balances with other insurance carriers, and a report of state, federal disciplinary actions against me. I understand that Protective will use this information to determine my suitability to represent Protective.

Information furnished in this application or derived from other sources may be shared with individuals and entities involved in your recruitment to Protective. I understand that background information gathered about me will not be shared with me and that in the event my application is denied, I may request copies of my background information provided to Protective by reporting agencies directly from those agencies.

I agree that authorizations granted herein will continue as long as I am contracted with Protective.

I understand that the Independent Agent Agreement / Independent Soliciting Agent Agreement contains a binding arbitration provision that may be enforced by the parties, and that by signing below I am giving up any rights I may possess to have any dispute under this application and Independent Agent Soliciting Agreement litigated in a court or jury trial.

Date (mm/dd/yyyy)

Applicant Signature

INDEPENDENT AGENTS ANNUALIZATION AGREEMENT

Entered into this day of _____ between PROTECTIVE LIFE INSURANCE COMPANY and
(date) (herein referred to as Company)

(herein referred to as Agent)

- 1) The Company agrees to make certain advances against first year commissions resulting from new business personally produced by the Agent.
- 2) Payments to the Agent will be made on policies issued and paid for at the home office of the Company on the following basis:
 - a. Only policies on monthly pre-authorized withdrawal will be annualized.
 - b. Maximum commission advance on any one case will be \$7,500.
 - c. Agents must be on direct deposit.
- 3) This financing arrangement will apply to all new business **except** annuities, group insurance, special marketing programs and business on the life of the Agent and the Agent's immediate family.
- 4) The agent acknowledges that all amounts paid to the Agent in excess of the Agent's commission on the amount actually paid by the policyholder will constitute a debt to the Company and to guarantor, if named below. In the event of termination of the Independent Agent's Agreement, the amount of the loan then outstanding will immediately become a demand note (irrespective of any commission which may be payable after termination) and will bear interest at the rate of 8% per annum until the entire indebtedness has been liquidated.
- 5) The Company will have the right to apply any commission thereafter accruing to Agent against the loan. Nothing contained in this Agreement will be construed as an amendment to the Independent Agent's Agreement.
- 6) Both parties reserve the right to terminate this Agreement at any time.

Agent Signature

Barry K. Brown, Vice President
Licensing, Contracting and Compensation
PROTECTIVE LIFE INSURANCE COMPANY

I guarantee the repayment to the Company any and all sums, which the Company may from time to time advance to the Agent, named above in accordance with the terms of the above Agreement. I consent to any and all extensions of time, which the Company may grant to the Agent from time to time for repayment of such sums.

Signature of Guarantor

Date

LIFE COMMISSION ANNUALIZATION/CHARGBACK ADDENDUM

This Addendum is hereby made a part of the Brokerage General Agent (BGA) agreement and you and Protective Life Insurance Company (Company), and is subject to all terms and conditions of the Agreement.

1. Annualization

The Company agrees to annualize first-year commissions that would otherwise be payable to your agents subject to the following provisions:

1. Annualized commission shall only be paid on policies actually issued by the Company on which the first premium is paid.
2. Commissions shall be annualized only on premium payment modes approved by the Company. Commissions on modes not approved for annualization shall be paid to your agent as premiums are received by the Company. Commissions shall not be annualized on direct pay modes or on post-dated checks.
3. The maximum annualized commissions payable under this Addendum shall be subject to any per policy, monthly, or other maximums, restrictions or guidelines established by the Company.
4. The Company reserves the right to change, alter or modify its policies and procedures regarding the annualization of commissions at any time.

2. Indebtedness

If a policy on which annualized commissions have been paid lapses, is not taken, is cancelled, is otherwise terminated, does not become effective for any reason, or is changed to a non-annualized mode of premium payment within the first policy year, all unearned commissions shall be charged back to your agent and shall be considered to be an indebtedness owed to the Company. If after 60 days, a debit balance has not been cleared from other commission payments or paid back by your agent, we will deduct that amount from your commission payments per your Brokerage General Agent Agreement.

In the event a fixed life insurance policy shall terminate within six months from issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

Agent Name: (Please Print) _____ Agent # _____

BGA Name: (Please Print) _____

BGA Signature: _____ Date: _____



ASSIGNMENT OF COMMISSIONS

I, _____ (**Assignor**), for valuable consideration which I acknowledge to be sufficient, hereby assign and transfer to _____ (**Assignee**), any and all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of the Independent Agent's Agreement entered into between me and PROTECTIVE LIFE INSURANCE COMPANY dated _____ and all supplements and amendments, if any, for agent # _____.

Payment of said commission to the Assignee shall discharge PROTECTIVE LIFE INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor.

It is expressly agreed and understood that this Assignment is made subject to the rights of PROTECTIVE LIFE INSURANCE COMPANY, whether under the terms of the above indicated Independent Agent's Agreement or otherwise, to deduct from said commission due the Assignor any and all indebtedness now due or which may become due PROTECTIVE LIFE INSURANCE COMPANY from the Assignor, and is also subject to prior assignment of interest in the commissions herein assigned.

This Agreement will remain in effect until revoked by the Assignee by giving written notice to the Company.

NOTE: Earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

Signature of Assignor

Date

PROTECTIVE LIFE INSURANCE COMPANY acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.

Barry K. Brown, Vice President
Licensing, Contracting and Compensation
PROTECTIVE LIFE INSURANCE COMPANY

Date



PROTECTIVE LIFE INSURANCE COMPANY
2801 Hwy. 280 South
Birmingham, Alabama 35223

COMMISSION DIRECT DEPOSIT

Protective Life Commission earnings will be deposited directly into the bank account referenced below. This authority will remain in effect until Protective Life Insurance Company receives written notification that you wish to discontinue participation in direct deposit of your commission earnings.

Commission Direct Deposit Authorization

I authorize Protective Life Insurance Company to initiate credit entries and debit entries, if necessary, for any credit entry made in error, to the account listed below.

Please print and complete either Agent or Soliciting Firm Name information below: *if both are required for direct deposit submit a separate form for Agent and Soliciting Firm.*

Agent First Name

M.I.

Agent Last Name

Soliciting Firm Name

Principal Owner Name

Last four digits of SSN/EIN

Signature *(entity completing the form)*

Date

Agent / Principal Owner e-mail address: _____

☐ Check here if this change applies to all your agent numbers

If this change only applies to selected agent numbers provide number here

Bank or Financial Institution Information:

Bank/Financial Institution Name

☐ Checking Account

☐ Savings Account

Routing Number

Account Number

Please return the completed form and voided check (voided check required in order to process) to the following:

Protective Life Insurance Company
Commission Service Department
E-mail: producer.services@protective.com
Fax: (205) 268-6831

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | - | | | | - | | | |
| or | | | | | | | | | | | |
| 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they