

**Mountain Life
Insurance Company**

2416 Sir Barton Way Suite 110
Lexington, KY 40509

Phone: 1-800-888-6542

Agent's Application

IMPORTANT: Attach a photocopy of your current License. Also sign and return Form ML 200, Notification & Release of Information form.

PLEASE PRINT OR TYPE ALL INFORMATION MUST BE FURNISHED

P E R S O N A L	YOUR NAME IN FULL			SOCIAL SECURITY NUMBER (SSN)		
	RESIDENCE STREET ADDRESS			COUNTY		
	CITY	STATE	ZIP	BIRTH DATE	SPOUSE'S FIRST NAME	
	HOME PHONE	CELL PHONE/FAX NUMBER (CIRCLE ONE)		E-MAIL ADDRESS		

A G E N C Y	AGENCY NAME (IF APPLICABLE)			PHONE	FAX
	BUSINESS MAILING ADDRESS: P.O. BOX		STREET	Suite	
	CITY	COUNTY	STATE	ZIP	
	TAXPAYER'S I.D. NO., IF OTHER THAN S.S.N.			CORPORATION? LLC? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	COMMISSIONS TO CORP? <input type="checkbox"/> YES <input type="checkbox"/> NO				

IF YOU ARE NOT THE PRIMARY OFFICER/OWNER OF THE CORP., PLEASE HAVE THAT INDIVIDUAL COMPLETE A SEPARATE AGENT APPLICATION TO BE APPOINTED ALSO.

B A C K G R O U N D	HAVE YOU EVER BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY OR BREACH OF TRUST? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	EVER BEEN SUBJECT TO BANKRUPTCY PROCEEDING? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	EVERY HAD ANY OVERDUE MONIES OWED TO AN INSURER? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	EMPLOYMENT RECORD 5 YEARS TO DATE:				
	PERIOD (FROM-TO)	COMPANY BY WHOM EMPLOYED	LOCATION	TITLE	REASON FOR LEAVING
EDUCATION:					
PERIOD (FROM-TO)	SCHOOL ATTENDED	LOCATION	GRADUATE? (Indicate Yes or No)		

M I S C	HAVE YOU BEEN LICENSED WITH US BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO		HOW DID YOU LEARN OF MOUNTAIN LIFE?	
	PRIMARY LIFE COMPANY		PRIMARY PROPERTY & CASUALTY COMPANY	

I hereby apply to be an agent with Mountain Life Insurance Company. All answers recorded in this application are true and correct to the best of my knowledge and belief. I agree to be bound by the terms of an Agent's Contract if one is issued to me.

Date _____ Signature _____

We appreciate referrals and would like the names of other agents who may be interested in representing us. Use a separate sheet for additional contact information, if needed.

Name _____

Street _____ City, State _____ Zip _____

Phone _____

**Mountain Life
Insurance Company**

2416 Sir Barton Way Suite 110
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Phone: 1-800-888-6542

Notification & Release of Information

The purpose of this form is to notify you that a Consumer Report and/or an Investigative Consumer Report will be conducted on you in the course of consideration for appointment.

I hereby authorize your company or any agent of your company to contact any and all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts and military services to release information about my background including, but not limited to, information about my employment, education, consumer credit history, driving record, criminal record, and general public records history to the person or company with which this form has been filed. This releases the aforesaid parties from any liability and responsibility for collecting the above information. I understand I will obtain a free copy of this Consumer Report if an adverse action/decision is made based on the information in the Consumer Report. I believe to the best of my knowledge that all information I have provided is accurate, true and correct and that I fully understand the terms of this release.

Signature of Agent

Date

FAX TO: 1-859-335-0307

MAIL TO: Mountain Life Insurance Company
2416 Sir Barton Way Suite 110
Lexington, KY 40509

CHECKLIST:

All items listed below **MUST** be received before your appointment will be processed.

- Copy of Your Life License
- Copy of Agency License (If commissions are to be paid to an agency or corporation)
- Signed Notification & Release of Information (above)
- Completed Mountain Life Insurance Company Agent Application



AGENT# _____

MOUNTAIN LIFE INSURANCE COMPANY
2416 Sir Barton Way Suite 110 • Lexington, KY 40509

AGENT'S AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between Mountain Life Insurance Company of Lexington, Kentucky, hereinafter called the "Company" and referred to as "We/Us", and _____, hereinafter called the "Agent" and referred to as "You".

(Please Type or Print)

The parties hereto, in consideration of the terms and conditions set forth herein, mutually agree as follows:

SECTION ONE: Authority of Agent

You are hereby authorized by the Company to have the limited authority to solicit applications for individual insurance policies that we may offer either now or in the future. You shall be free to exercise your own judgment as to the persons from whom insurance applications will be solicited with the time and place of any solicitations subject to the provisions contained herein. We may, from time to time, prescribe rules and regulations respecting the conduct of business covered herein, not interfering with such freedom of action of the Agent. You shall be subject to the underwriting rules and regulations prescribed by us.

- (A) Independent Contractor. Your relationship to the Company shall be that of an independent contractor, rather than employee and employer, and nothing contained herein shall be construed as creating any other relationship. You are hereby advised as an independent contractor that you must report all commissions received to the Internal Revenue Service on the appropriate form(s) and pay any federal income taxes due with respect to these amounts. Additionally, you must comply with any applicable State and Local income tax laws as pertains to your State of residency, and are responsible for any self-employment taxes with respect to these amounts.
- (B) Unauthorized Acts. You are not authorized to make any contract or incur any debt in the name of the Company, nor shall you modify or amend any application for, or any policy of, insurance. You shall not interpret or construe policy language, extend the time for making any payment which may become due, nor waive any right or privilege of the Company under its policies or applications. Deliberate misrepresentation of any other Company's plan of insurance (Twisting) or rebating of any portion of a policy premium will be cause for immediate termination of this Agreement.
- (C) No Implied Authority. You shall have no authority other than that expressly granted herein, and no forbearance or neglect on the part of the Company shall be construed as a waiver of any of the terms of this Agreement or imply the existence of any authority not expressly granted herein.

SECTION TWO: Duties of Agents

- (A) Acquire and Maintain Licenses. You shall be responsible for acquiring and maintaining any resident and/or non-resident license(s) and appointment(s) that any State may require for soliciting applications for policies of insurance offered by us. You shall also be responsible for renewing and maintaining any such license(s) and appointment(s). This Agreement is contingent upon the issuance and maintenance of valid license(s) and/or appointment(s) to sell insurance by the Insurance Department of the State of your residence as well as the State from which you may have a non-resident license and/or appointment, if any. You agree to provide us with a copy of all such licenses.

- (B) Fiduciary Responsibility. You agree to be responsible for all monies collected and to remit to us all monies collected in the course of soliciting policies of insurance within ten business days. You also agree that any monies so collected will be held in trust and there is to be no commingling of the collected monies and your personal funds.
- (C) Insurance. You agree to maintain errors and omissions coverage at an amount we consider appropriate, and you agree to provide us with evidence of such coverage. We may request an increase in such limits from time to time.
- (D) Other Duties. You agree to use only promotional material which is furnished by us or which has been approved in advance in writing by us. You agree to remit to the Company within ten business days all applications and related forms used in the process of soliciting policies of insurance. You are required to carefully evaluate all applications for insurance and make full and accurate disclosure to us of all material facts and circumstances which may have an effect on the underwriting of the risk. You agree that you will ask each and every question on the application and record accurately each answer given by the applicant. You agree to remit to the Company within ten business days all monies and EFT authorizations due to the Company. Furthermore, you agree to deliver within ten business days to the appropriate party all policies and documentation sent to you on their behalf.
- (E) Return of Materials. You agree to return to us upon demand all undelivered policies, initial receipts, negotiable papers, sales brochures, documents and/or any other property belonging to the Company.

SECTION THREE: Prohibited Conduct

During the term of this Agreement and/or within one year following its termination, you agree that you shall not, directly or indirectly, induce or attempt to induce any other Agent who has an Agreement with the Company to terminate their Agreement(s) and/or relationship(s) with the Company.

Furthermore, during the term of this Agreement and/or within one year following its termination, you agree that you shall not, directly or indirectly, induce or attempt to induce any policyholder, certificate holder or account holder of the Company to relinquish, cancel or surrender any policy, certificate or account.

You hereby agree to recognize that we have a valid right and need to protect our interests by prohibiting you from engaging in any of the activities set forth in this Section Three. Furthermore, you agree that any time period stated herein is reasonable and necessary to protect our business and that the prohibited activities as described, with reasonable certainty, are understood by you.

Furthermore, in addition to any other remedy provided at law, you agree that should you engage in any conduct set forth in this Section Three, that any first year and/or renewal commissions which would otherwise be payable to you and/or your beneficiaries shall immediately and automatically become non-payable and shall be forever forfeited.

SECTION FOUR: Compensation

You shall receive as full and complete compensation for all business produced personally by you on behalf of the Company, the commissions as set forth in the attached Schedule of Commissions. The following rules pertaining to commissions will apply at all times.

- (A) All commissions will be paid to you on a paid-as-earned basis pursuant to the Schedule of Commissions.
- (B) Any amounts that may be paid to you over and above the earned commissions shown in the attached Schedule will become an indebtedness to the Company. Any unearned commissions paid will be charged back upon the lapse of the policy on which it was paid. Commissions paid on any policy that is cancelled or rescinded, and premiums are refunded, will be charged back to your account.

- (C) Earned commissions are credited to your account. Amounts paid to you and any adjustments due to charge-backs or other valid reasons are debited to your account. Any net debit balance in your account, or any immediately uncollectible net debit balance in the account of any Agent assigned to you, will constitute an amount owed by you to us and failure to satisfy this debt will result in forfeiture of commissions. We shall be entitled to a first lien for any indebtedness on any amounts due to us by you, and if such indebtedness is not paid we shall charge interest at the legal rate plus any applicable collection costs as they arise.
- (D) We will pay the amount due to you based on the Company's administrative schedule for commissions and renewals credited, provided the amount due is in the amount of fifty dollars (\$50.00) or more. In the event commissions due are less than the minimum of fifty dollars, they will continue to accrue until the minimum is reached and will then be paid.
- (E) At no time will we issue a payment for less than the minimum amount listed above, unless it is a final payment following termination of this Agreement.
- (F) Following the termination of this Agreement for any reason other than for prohibited conduct as defined in Section Three or for cause as defined in Section Seven (C), renewal commissions will continue to be paid on-force business at the rate stated in the Schedule of Commissions until such time as renewals due in any consecutive 12 month period fall below \$150.00. Following this twelve month period, we will wait two more months and then make a final payment to you in full for what you are owed. Thereafter, no further payments will be made.

SECTION FIVE: Vesting

All commissions earned will be considered to be vested for life with the right of survivorship to a named beneficiary, so long as the named beneficiary is properly licensed in this State to solicit applications for individual life insurance policies. Termination of this Agreement will not jeopardize any future commissions due to you or such properly licensed beneficiary, except for prohibited conduct as defined in Section Three or for cause as defined in Section Seven (C). In accordance with this right, you agree that your vested commissions shall only be paid to you or to a properly licensed beneficiary, named by you. If you are no longer properly licensed or if your commission payments, pursuant to a right of survivorship, are transferred to a beneficiary that is not properly licensed, then the Company's obligation to issue commission payments under this Agreement ceases. Additionally, any accounts for individual life insurance which you place with us, are considered to be your accounts and not the accounts of the Company.

SECTION SIX: Duties and Rights of the Company

- (A) Duties. We shall make available to you any standard promotional, marketing, or informational material to be used in the sale and service of policies of insurance offered through the Company. All such materials and information are understood to be the property of the Company and are to be returned promptly upon request. We shall consider each application submitted by you and approve or reject the same. All underwriting decisions are to be made solely by us, and we reserve the right to prescribe such rules regarding the requirements for eligibility of applications as we determine are necessary.
- (B) Right of Notification. Upon receipt of, or discovery of, information which reasonably brings into question the validity of your license and/or appointment, or which suggests fraudulent or criminal activity on your part, we will give notice of said information to the Insurance Commissioner or other regulatory authority involved, and to give notice of same to you. The Company shall further have the right to terminate your Agreement to represent us immediately upon such event, pending determination of the question involved. All said notices shall be privileged. You hereby specifically and expressly authorize the release of said information to the Commissioner or other regulatory authority, and we are absolved of any liability for so doing.
- (C) This Agreement is not transferable and no rights or interests of the Agent hereunder shall be subject to assignment except with the prior written consent of the Company.

SECTION SEVEN: Termination

This Agreement between you and us shall terminate upon the earliest of the following conditions:

- (A) Death or Total Disability. This Agreement shall terminate upon your death or total disability, except for the Company's obligation to make commission payments to a properly licensed beneficiary as is set forth above.
- (B) Notice Without Cause. This Agreement may be terminated by either party at will and without cause upon giving thirty (30) days prior written notice to the other party.
- (C) For Cause. This Agreement may be terminated for cause by us immediately upon the occurrence of any of the following acts:
 - (1) Wrongfully misappropriating or withholding of any funds, premiums, policies, receipts, vouchers or other property belonging to the Company or an applicant or policyholder.
 - (2) Violation of any insurance law or regulation of any State, the violation of which would result in the revocation of your license.
 - (3) Pleading guilty or nolo contendere to, or being convicted of any felony or misdemeanor involving moral turpitude.
 - (4) Making or knowingly allowing to be made any false application or false or misleading statement(s) on any application or claim or other document submitted to the Company.
 - (5) Engaging in any prohibited conduct as described in Section One or Section Three.

SECTION EIGHT: Confidentiality Agreement

"Confidential Information" is nonpublic personal information related to and about our applicants and policyholders, including, but not limited to, financial, health and medical information such as Explanation of Benefits forms, as well as lifestyles. You may have the need or the occasion to learn of such Confidential Information in order to provide proper advice and service to applicants or policyholders of the Company; however, you have a responsibility to properly control the release and use of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information.

All Confidential Information related to any insured, or to any consumer or customer (as such terms are defined under applicable State or Federal privacy laws) that you obtain on behalf of or from Mountain Life Insurance Company in the performance of your duties and obligations under this Agreement or any other Agreement(s) with us shall be held in the strictest confidence by you and your representatives. You acknowledge receipt of a copy of our Privacy Notice and an understanding of our privacy policy, as well as an understanding of your responsibilities and duties to adhere to our privacy policy, as such may be amended from time to time.

You are prohibited from disclosing or using any such information, except as necessary to carry out your duties and obligations under your Agreements with us or as otherwise required under applicable State or Federal law, including, without limitation, the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley), HIPAA and any State law or regulation implementing the same, and you will establish procedures to protect the security and confidentiality of such information.

SECTION NINE: Legal Proceedings, Attorney's Fees and Litigation Expenses

- (A) You shall not institute legal proceedings in the name of the Company against any person or entity for any reason, unless such action has been approved in advance in writing by the General Counsel of the Company. Furthermore, each party to this Agreement agrees to indemnify, defend and hold harmless the other from and against any demands, claims, causes of action or suits of any kind or nature, including reasonable attorney's fees and costs of litigation, incurred by the party seeking indemnification as a result of any alleged breach or nonperformance of any provision of this Agreement by the other party, including negligence or willful misconduct of the other party.
- (B) Attorney's Fees and Litigation Expenses. Should we find it necessary to institute legal action against you in order to recover any indebtedness or damages owed to us, you hereby agree to pay our reasonable attorney's fees plus any related expenses, costs or fees incurred by us in instituting such action, and reasonable interest on the indebtedness or damages.

SECTION TEN: This Agreement

- (A) This Agreement supersedes and replaces any and all agent, representative or producer agreements previously made between us and you, which give you the authority to solicit applications for individual life insurance policies that we may offer.
- (B) This Agreement may not be modified orally. No modification is binding upon the Company unless it is in writing and signed by the General Counsel of the Company.
- (C) If any one or more provision(s), word(s), or phrase(s) contained in the Paragraphs and Subparagraphs of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect in any way any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s), word(s), or phrase(s) were not contained herein.
- (D) This Agreement along with the attached Schedule of Commissions and any supplemental agreements provided by us shall constitute the entire and complete Agreement between the parties, and each of the parties hereto agree that there are no prior or contemporaneous agreements, promises, or representations that are not set forth herein.

INDIVIDUAL AGENT:

Name: _____
PRINT

Address: _____

Signature: _____

SSN: _____

MOUNTAIN LIFE INSURANCE COMPANY:

Signature: _____

Title: _____

Approval Date: _____



2416 Sir Barton Way Suite 110
Lexington, KY 40509
1-800-888-6542

ASSIGNMENT OF COMMISSIONS

STATE OF: _____

COUNTY OF: _____

_____ of _____
(Agent) (City and State)

by these presents do hereby assign and transfer to _____
(Agency Name)
of _____ all agent's commissions under the terms of the Agency
(City and State)
Agreement with Mountain Life Insurance Company.

Signed this _____ day of _____, 20_____.

Agent's Signature

Social Security Number

ACCEPTANCE BY ASSIGNEE:

_____ as
(Agency Name)

Assignee, hereby accepts the foregoing assignment of commissions, and agrees that, in the event that any insurance on which commissions have been paid terminates prior to its scheduled termination date resulting in a refund of any portion of the premium for such insurance, upon notification by Mountain Life Insurance Co., the assignee shall immediately refund to Mountain Life Insurance Co. the unearned portion of any commission previously paid or allowed to assignee hereunder.

Assignee:

Agency Name

Authorized Signature

Printed Name and Title

Mountain Life Insurance Co.

Approved: _____
Authorized Officer

Employer Identification Number



AGENCY # _____

MOUNTAIN LIFE INSURANCE COMPANY
2416 Sir Barton Way Suite110 • Lexington, KY 40509

AGENCY AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between Mountain Life Insurance Company of Lexington, Kentucky, hereinafter called the "Company" and referred to as "We/Us", and _____, hereinafter called the "Agency" and referred to as "You".

(Please Type or Print)

The parties hereto, in consideration of the terms and conditions set forth herein, mutually agree as follows:

SECTION ONE: Authority of Agency

You are hereby authorized by the Company to have the limited authority to solicit applications for individual insurance policies that we may offer either now or in the future. You shall be free to exercise your own judgment as to the persons from whom insurance applications will be solicited with the time and place of any solicitations subject to the provisions contained herein. We may, from time to time, prescribe rules and regulations respecting the conduct of business covered herein, not interfering with such freedom of action of the Agency. You shall be subject to the underwriting rules and regulations prescribed by us.

- (A) Independent Contractor. Your relationship to the Company shall be that of an independent contractor, rather than employee and employer, and nothing contained herein shall be construed as creating any other relationship. You are hereby advised as an independent contractor that you must report all commissions received to the Internal Revenue Service on the appropriate form(s) and pay any federal income taxes due with respect to these amounts. Additionally, you must comply with any applicable State and Local income tax laws as pertains to your State of residency, and are responsible for any self-employment taxes with respect to these amounts.
- (B) Unauthorized Acts. You are not authorized to make any contract or incur any debt in the name of the Company, nor shall you modify or amend any application for, or any policy of, insurance. You shall not interpret or construe policy language, extend the time for making any payment which may become due, nor waive any right or privilege of the Company under its policies or applications. Deliberate misrepresentation of any other Company's plan of insurance (Twisting) or rebating of any portion of a policy premium will be cause for immediate termination of this Agreement.
- (C) No Implied Authority. You shall have no authority other than that expressly granted herein, and no forbearance or neglect on the part of the Company shall be construed as a waiver of any of the terms of this Agreement or imply the existence of any authority not expressly granted herein.

SECTION TWO: Duties of Agency

- (A) Acquire and Maintain Licenses. You shall be responsible for acquiring and maintaining any resident and/or non-resident license(s) and appointment(s) that any State may require for soliciting applications for policies of insurance offered by us. You shall also be responsible for renewing and maintaining any such license(s) and appointment(s). This Agreement is contingent upon the issuance and maintenance of valid license(s) and/or appointment(s) to sell insurance by the Insurance Department of the State of your residence as well as the State from which you may have a non-resident license and/or appointment, if any. You agree to provide us with a copy of all such licenses.

- (B) Fiduciary Responsibility. You agree to be responsible for all monies collected and to remit to us all monies collected in the course of soliciting policies of insurance within ten business days. You also agree that any monies so collected will be held in trust and there is to be no commingling of the collected monies and your personal funds.
- (C) Insurance. You agree to maintain errors and omissions coverage at an amount we consider appropriate, and you agree to provide us with evidence of such coverage. We may request an increase in such limits from time to time.
- (D) Other Duties. You agree to use only promotional material which is furnished by us or which has been approved in advance in writing by us. You agree to remit to the Company within ten business days all applications and related forms used in the process of soliciting policies of insurance. You are required to carefully evaluate all applications for insurance and make full and accurate disclosure to us of all material facts and circumstances which may have an effect on the underwriting of the risk. You agree that you will ask each and every question on the application and record accurately each answer given by the applicant. You agree to remit to the Company within ten business days all monies and EFT authorizations due to the Company. Furthermore, you agree to deliver within ten business days to the appropriate party all policies and documentation sent to you on their behalf.
- (E) Return of Materials. You agree to return to us upon demand all undelivered policies, initial receipts, negotiable papers, sales brochures, documents and/or any other property belonging to the Company.

SECTION THREE: Prohibited Conduct

During the term of this Agreement and/or within one year following its termination, you agree that you shall not, directly or indirectly, induce or attempt to induce any other Agent who has an Agreement with the Company to terminate their Agreement(s) and/or relationship(s) with the Company.

Furthermore, during the term of this Agreement and/or within one year following its termination, you agree that you shall not, directly or indirectly, induce or attempt to induce any policyholder, certificate holder or account holder of the Company to relinquish, cancel or surrender any policy, certificate or account.

You hereby agree to recognize that we have a valid right and need to protect our interests by prohibiting you from engaging in any of the activities set forth in this Section Three. Furthermore, you agree that any time period stated herein is reasonable and necessary to protect our business and that the prohibited activities as described, with reasonable certainty, are understood by you.

Furthermore, in addition to any other remedy provided at law, you agree that should you engage in any conduct set forth in this Section Three, that any first year and/or renewal commissions which would otherwise be payable to you and/or your beneficiaries shall immediately and automatically become non-payable and shall be forever forfeited.

SECTION FOUR: Compensation

You shall receive as full and complete compensation for all business produced by you on behalf of the Company, the commissions as set forth in the attached Schedule of Commissions, and as over-ride commissions, the difference between said Schedule of Commissions and any Schedule of Commissions assigned to any Agent assigned to you, on business produced by any such Agent. The following rules pertaining to commissions will apply at all times.

- (A) All commissions will be paid to you on a paid-as-earned basis pursuant to the Schedule of Commissions.
- (B) Any amounts that may be paid to you over and above the earned commissions shown in the attached Schedule will become an indebtedness to the Company. Any unearned commissions paid will be charged back upon the lapse of the policy on which it was paid. Commissions paid on any policy that is cancelled or rescinded, and premiums are refunded, will be charged back to your account.

- (C) Earned commissions are credited to your account. Amounts paid to you and any adjustments due to charge-backs or other valid reasons are debited to your account. Any net debit balance in your account, or any immediately uncollectible net debit balance in the account of any Agent assigned to you, will constitute an amount owed by you to us and failure to satisfy this debt will result in forfeiture of commissions. We shall be entitled to a first lien for any indebtedness on any amounts due to us by you, and if such indebtedness is not paid we shall charge interest at the legal rate plus any applicable collection costs as they arise.
- (D) We will pay the amount due to you based on the Company's administrative schedule for commissions and renewals credited, provided the amount due is in the amount of fifty dollars (\$50.00) or more. In the event commissions due are less than the minimum of fifty dollars, they will continue to accrue until the minimum is reached and will then be paid.
- (E) At no time will we issue a payment for less than the minimum amount listed above, unless it is a final payment following termination of this Agreement.
- (F) Following the termination of this Agreement for any reason other than for prohibited conduct as defined in Section Three or for cause as defined in Section Seven (C), renewal commissions will continue to be paid on-in-force business at the rate stated in the Schedule of Commissions until such time as renewals due in any consecutive 12 month period fall below \$150.00. Following this twelve month period, we will wait two more months and then make a final payment to you in full for what you are owed. Thereafter, no further payments will be made.

SECTION FIVE: Vesting

All commissions earned will be considered to be vested for life within the Agency, so long as there remains at all times within the Agency an Agent properly licensed in this State to solicit applications for individual life insurance policies. Termination of this Agreement will not jeopardize any future commissions due to you so long as the Agency maintains at all times a properly licensed Agent, except for prohibited conduct as defined in Section Three or for cause as defined in Section Seven (C). In accordance with this right, you agree that your vested commissions shall only be paid to you so long as the Agency maintains at all times a properly licensed Agent. If you are no longer properly licensed or if your Agency does not have a properly licensed Agent, then the Company's obligation to issue commission payments under this Agreement ceases. Additionally, any accounts for individual life insurance which you place with us, are considered to be your accounts and not the accounts of the Company.

SECTION SIX: Duties and Rights of the Company

- (A) Duties. We shall make available to you any standard promotional, marketing, or informational material to be used in the sale and service of policies of insurance offered through the Company. All such materials and information are understood to be the property of the Company and are to be returned promptly upon request. We shall consider each application submitted by you and approve or reject the same. All underwriting decisions are to be made solely by us, and we reserve the right to prescribe such rules regarding the requirements for eligibility of applications as we determine are necessary.
- (B) Right of Notification. Upon receipt of, or discovery of, information which reasonably brings into question the validity of your license and/or appointment, or which suggests fraudulent or criminal activity on your part, we will give notice of said information to the Insurance Commissioner or other regulatory authority involved, and to give notice of same to you. The Company shall further have the right to terminate your Agreement to represent us immediately upon such event, pending determination of the question involved. All said notices shall be privileged. You hereby specifically and expressly authorize the release of said information to the Commissioner or other regulatory authority, and we are absolved of any liability for so doing.
- (C) This Agreement is not transferable and no rights or interests of the Agency hereunder shall be subject to assignment except with the prior written consent of the Company.

SECTION SEVEN: Termination

This Agreement between you and us shall terminate upon the earliest of the following conditions:

- (A) Dissolution of Agency. This Agreement shall terminate upon the dissolution of the Agency, the Agency having no properly licensed Agents, or the Agency losing its license to solicit applications for individual life insurance policies.
- (B) Notice Without Cause. This Agreement may be terminated by either party at will and without cause upon giving thirty (30) days prior written notice to the other party.
- (C) For Cause. This Agreement may be terminated for cause by us immediately upon the occurrence of any of the following acts:
 - (1) Wrongfully misappropriating or withholding of any funds, premiums, policies, receipts, vouchers or other property belonging to the Company or an applicant or policyholder.
 - (2) Violation of any insurance law or regulation of any State, the violation of which would result in the revocation of your license.
 - (3) A licensed Agent in the Agency pleading guilty or nolo contendere to, or being convicted of any felony or misdemeanor involving moral turpitude.
 - (4) Making or knowingly allowing to be made any false application or false or misleading statement(s) on any application or claim or other document submitted to the Company.
 - (5) Engaging in any prohibited conduct as described in Section One or Section Three.

SECTION EIGHT: Confidentiality Agreement

“Confidential Information” is nonpublic personal information related to and about our applicants and policyholders, including, but not limited to, financial, health and medical information such as Explanation of Benefits forms, as well as lifestyles. You may have the need or the occasion to learn of such Confidential Information in order to provide proper advice and service to applicants or policyholders of the Company; however, you have a responsibility to properly control the release and use of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information.

All Confidential Information related to any insured, or to any consumer or customer (as such terms are defined under applicable State or Federal privacy laws) that you obtain on behalf of or from Mountain Life Insurance Company in the performance of your duties and obligations under this Agreement or any other Agreement(s) with us shall be held in the strictest confidence by you and your representatives. You acknowledge receipt of a copy of our Privacy Notice and an understanding of our privacy policy, as well as an understanding of your responsibilities and duties to adhere to our privacy policy, as such may be amended from time to time.

You are prohibited from disclosing or using any such information, except as necessary to carry out your duties and obligations under your Agreements with us or as otherwise required under applicable State or Federal law, including, without limitation, the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley), HIPAA and any State law or regulation implementing the same, and you will establish procedures to protect the security and confidentiality of such information.

SECTION NINE: Legal Proceedings, Attorney’s Fees and Litigation Expenses

- (A) You shall not institute legal proceedings in the name of the Company against any person or entity for any reason, unless such action has been approved in advance in writing by the General Counsel of the Company. Furthermore, each party to this Agreement agrees to indemnify, defend and hold harmless the other from and against any demands, claims, causes of action or suits of any kind or nature, including reasonable attorney’s fees and costs of litigation, incurred by the party seeking indemnification as a result of any alleged breach or

nonperformance of any provision of this Agreement by the other party, including negligence or willful misconduct of the other party.

- (B) Attorney's Fees and Litigation Expenses. Should we find it necessary to institute legal action against you in order to recover any indebtedness or damages owed to us, you hereby agree to pay our reasonable attorney's fees plus any related expenses, costs or fees incurred by us in instituting such action, and reasonable interest on the indebtedness or damages.

SECTION TEN: This Agreement

- (A) This Agreement supersedes and replaces any and all agency, representative or producer agreements previously made between us and you, which give you the authority to solicit applications for individual life insurance policies that we may offer.
- (B) This Agreement may not be modified orally. No modification is binding upon the Company unless it is in writing and signed by the General Counsel of the Company.
- (C) If any one or more provision(s), word(s), or phrase(s) contained in the Paragraphs and Subparagraphs of this Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect in any way any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s), word(s), or phrase(s) were not contained herein.
- (D) This Agreement along with the attached Schedule of Commissions and any supplemental agreements provided by us shall constitute the entire and complete Agreement between the parties, and each of the parties hereto agree that there are no prior or contemporaneous agreements, promises, or representations that are not set forth herein.

Agency:

MOUNTAIN LIFE INSURANCE COMPANY:

Name: _____
PRINT

Signature: _____

Address: _____

Title: _____

Approval Date: _____

Signature: _____

Printed Name: _____

Title: _____

Tax ID#: _____



2416 Sir Barton Way Suite 110
Lexington, KY 40509
1-800-888-6542
www.mountainlife.com

Direct Deposit Authorization for Commissions – REQUIRED

Producer Name: _____ Producer Number: _____

Name as it appears on bank account: _____

Social Security Number or Tax I.D. Number for tax reporting: _____

Address: _____

Email for Assigned Commission Statements: _____

The payee must be licensed in all states in which business is solicited.

Adding or changing direct deposit may take up to 10 days.

<input type="checkbox"/> Start or Change Direct Deposit	Effective Date: _____
EFT Type: (check one): <input type="checkbox"/> 01 Checking <input type="checkbox"/> 02 Savings	
Routing Transit: _____	Account Number: _____
ATTACH VOIDED CHECK IF DEPOSITING TO A CHECKING ACCOUNT OR VERIFICATION FROM YOUR FINANCIAL INSTITUTION	

Please email direct deposit changes to support@mountainlife.com. To establish a direct deposit for new producers, please keep this form with your contracting package.

<input type="checkbox"/> Stop Direct Deposit	Effective Date: _____
EFT Type: (check one): <input type="checkbox"/> 01 Checking <input type="checkbox"/> 02 Savings	
Routing Transit: _____	Account Number: _____

I, as producer, warrant and represent that (i) the payee’s account identified above is owned and/or controlled by me, (ii) I shall be personally responsible for any tax liability associated with the payment of commissions, and (iii) I shall comply with all laws and related regulations, including applicable insurance, banking, tax, Anti-Money Laundering (AML) laws and regulations.

I hereby authorize Mountain Life Insurance Company (hereinafter called the Company), to initiate the action(s) indicated above for credit entries representing compensation to be deposited into my account at _____ (hereinafter called the Depository). In consideration of initiating these deposits to my account, I specifically authorize the Company to initiate debit entries to recover funds which it has deposited to my account in error, and, on behalf of myself, my heirs, executors, administrators and assigns, I release and relieve from any liability to me, both the Company and the Depository for any such correcting entries. Mountain Life Ins. Co. will notify you prior to processing a debit transaction.

This authorization supersedes any previous authorization concerning the above account(s) and shall remain in full force and effect until the Company has given written or oral notification to me or has received written notification from me in such time and in such manner as to afford the Company a reasonable opportunity to act on it.

Signature of Payee
(or Officer of Entity & Title) _____ Date: _____

Print Payee name _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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 ¹	Generally, exempt payees 1 through 7 ²

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

² 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. 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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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 "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.

⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.