

Avesis Third Party Administrator Inc. Agent Commission Agreement

THIS AGREEMENT is made and effective this date, _____ 20__, between Avesis Third Party Administrators Inc, (hereinafter described as "Administrator"), and

Name of Agent	City	County	State	Zip
(hereinafter described as "Second Party").				

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

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

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

This authority granted the Second Party is subject to the rules of the Administrator and statutes and regulations of applicable insurance departments, including licensing requirements.

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

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

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

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

5. TERRITORY. The area within which Second Party will have the right to represent the Administrator may be as directed from time to time by the Administrator but this territory is not assigned exclusively to Second Party.

6. VESTED COMMISSIONS. In the event of termination of this Agreement, except in the case of death, commissions will be payable under the following conditions, subject to the provisions of this Agreement:

One Hundred Percent (100%) of the commissions will be payable after its effective date.

Second Party will forfeit all of his/her interests under this Agreement in the event of termination of this Agreement if Second Party sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Second Party by the Administrator, or violates the insurance laws of any state, or withholds any money, policy or receipt contrary to the provisions of this Agreement or regulations made thereunder. Such sale, offer of sale, violation of law, or dereliction will, without further notice, work an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Second Party has against the Administrator, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of the Administrator against Second Party.

7. BENEFICIARY. In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Second Party under this Agreement will be paid by the Administrator to

_____, if living, who bears the relationship of

_____, otherwise to Second Party's estate.

8. LIABILITY. Commissions will be subject to reduction by the Administrator for any amount due the Administrator from Second Party or for any amount of claims made against the Administrator because of any action or inaction of Second Party. This right of off-set will also apply to any renewal Commissions.

Second Party will be jointly and severally liable for debit balances of all classes of the Administrator representatives, however designated in their separate contracts, on whose production Second Party is contractually entitled to any override commission or service fee from the Administrator.

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

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

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

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

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

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

13. ACCOUNTING. The Administrator will furnish Second Party with monthly accounts showing commission payments made to Second Party within such accounting period.

14. TERMINATION OF AGREEMENT.

(a) Termination Without Cause

(1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.

(2) This Agreement will automatically terminate, without notice, on the date of Second Party's death.

(b) Termination for Cause. Upon failure of either Party to perform any of its obligations or covenants hereunder, the other Party may terminate and cancel this Agreement effective immediately upon service of notice of such termination on the other Party, which notice will specify the cause of termination. This Agreement will be automatically cancelled without notice by reason of fraud, misappropriation or withholding of funds, by Second Party, or if the Second Party will file a Petition in Bankruptcy (for any purpose whatsoever) or if he/she will make an assignment for the benefit of creditors or will be adjudicated bankrupt or if a receiver or conservator will; be appointed for him, and anything contained in this Agreement to the contrary notwithstanding, thereafter no compensation of any kind will be payable to Second Party.

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

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

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

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

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

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

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

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

By: _____
Avesis Incorporated ("Administrator")

By: _____
Agent ("Second Party")

Please read and initial the following addendum:

Addendum: I acknowledge and agree to be paid 10% commission on premium received for sold groups.

Agent Avesis

Return to → Avesis C/O L. Rollins
3724 N. 3rd St., Ste 300
Phoenix, AZ 85012

FIDELITY SECURITY LIFE INSURANCE COMPANY
AGENT DATA SHEET

Agent # _____
Date _____

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

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

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

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

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

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

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

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

C. CERTIFICATION / AUTHORIZATION

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

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

Date _____ Signature _____

Owner or Partner
 Corporate Officer
 Representative (Agent)

Date _____ Appointing Premier General Agent _____

D. REFERENCES

Personal References - List two persons whom we have your permission to contact. Do not use Spouse or Relatives.

a. Name: _____

Address _____ City _____ State _____ Zip _____ Years Known _____

b. Name: _____

Address _____ City _____ State _____ Zip _____ Years Known _____

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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement 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 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

