

NEW BUSINESS TRANSMITTAL -ProOption MYGA with Return of Premium

Date _____

Applicant Name _____ Owner Name _____

Legal documents: ___ Power of Attorney ___ Trust ___ Guardianship ___ Assignment

Agent Name _____ Agent Number _____

Agent Phone _____ Agent Email _____

Check Enclosed ___ Yes ___ No Amount of Check: \$ _____

If this application is to be funded by funds from more than one source, please complete:

_____ **Hold funds until all transfers are received prior to contract issue.**

_____ **Issue contract at receipt of first funds; issue additional contract(s) at receipt of subsequent funds.**

Anticipated amount of transfers \$ _____

Special Request: _____

_____ **Application**

_____ **Product Summary– Required with all Applications**

_____ **Suitability Disclosure – Required with all Applications**

Other Forms:

_____ Authorization to Transfer Funds – If moving money from a mutual fund, obtain Signature Guarantee

_____ Replacement Form * (State specific forms in CA, FL, HI, IL, KS, KY, LA, MA, MI, MN, NV, OK, PA, SD, VA, WA)

_____ Copy of Legal Documents (see above)

_____ Special Beneficiary Designation Attachment

_____ MN Disclosure

_____ CA Disclosure (65+) & CA Pre Notice (65+)

_____ SPDA Disclosure-OH

_____ SPDA Disclosure-KS

_____ Disclosure & Comparison of Replacement Annuity Contracts-NV

_____ Disclosure & Comparison of Annuity Contracts-FL

_____ Annuity Suitability Questionnaire-FL

_____ W-9 Certification of Tax ID Number (Form W8-BEN required for Resident Alien applicants.)

* If the following question is answered “yes” on the application, you must include a Replacement Form Notice “Do you have any existing life insurance or annuity contracts?” This applies in the following states: AL, AK, AZ, AR, CO, HI, ID, IA, KY, LA, ME, MD, MS, MT, NE, NH, NM, NC, OH, OR, RI, SC, TX, UT, VT, VA, WV, WI.

Agent Use Only - Remit with each application submitted

Note: Doing business as Guggenheim Life and Annuity Insurance Company in California

Annuity Applied For	Plan Name: ProOption Multi-Year Guarantee Annuity			
	Guarantee Period: (Select 1) <input type="checkbox"/> 5 Year <input type="checkbox"/> 7 Year <input type="checkbox"/> 10 Year			
	Purchase Premium Payment \$ _____			
Annuitant	Name: Last		First	Middle
	Address: Street		City	State Zip
	Date of Birth	Age	Sex	SSN Telephone
Joint Annuitant	Name: Last		First	Middle
	Address: Street		City	State Zip
	Date of Birth	Age	Sex	SSN Telephone
Owner <i>(if other than annuitant)</i>	Name: Last		First	Middle
	Address: Street		City	State Zip
	Date of Birth	Age	Sex	SSN Telephone
Joint Owner	Name: Last		First	Middle
	Address: Street		City	State Zip
	Date of Birth	Age	Sex	SSN Telephone
Beneficiary(s) <i>(Attach signed & dated sheet if multiple beneficiaries)</i>	Primary Beneficiary		Date of Birth	SSN Relationship to Owner
	Contingent Beneficiary		Date of Birth	SSN Relationship to Owner
Check One: <input type="checkbox"/> Non-Qualified <input type="checkbox"/> *Tax Qualified Plan * If Tax Qualified Plan, this section must be completed. Check One: <input type="checkbox"/> IRA** <input type="checkbox"/> Roth IRA** <input type="checkbox"/> Roth IRA Conversion		** If IRA or Roth IRA, Please complete Transfer _____ Rollover _____ Contribution \$ _____ Tax Year _____ If Roth – Inception Date _____ Transfer _____ Rollover _____ Contribution \$ _____ Tax year _____		
Special Requests	List special requests here			

CHECKS MUST BE MADE PAYABLE TO GUGGENHEIM LIFE AND ANNUITY COMPANY

Owner Signature – (All appropriate boxes must be checked or application will be deemed incomplete.)

Do you have any existing life insurance or annuity contracts? _____ Yes No
 If yes, will this proposed contract replace any existing life insurance or annuity contract? _____ Yes No
 (If yes, Please complete and sign the appropriate replacement form for your state)

By signing below;

I acknowledge and understand that annuities purchased with Qualified funds are subject to the Required Minimum Distribution (“RMD”) Rules. If I turn 70 ½ during this calendar year or am currently taking Required Minimum Distributions, I understand that the RMD must be withdrawn before transferring funds.

I believe this to be a suitable purchase for my financial status. Any applicable surrender, withdrawal and market value adjustment provisions have been explained to me.

I agree to all terms and conditions as shown, and have read and understand all the statements made above. I agree that this application will be made part of the annuity contract, and all statements made in this application are true, to the best of my knowledge and belief. I understand that amounts payable under the Contract may be subject to a Market Value Adjustment.

Owner/Annuitant Signature	Joint Owner/Annuitant Signature (if applicable)	Date
Signed At (City)	(State)	(Zip)

Agent Signature – (All appropriate boxes must be checked or application will be deemed incomplete)

Suitability:

Has the applicant disclosed his/her financial and tax status? _____ Yes No
 Has the applicant disclosed his/her financial goals and objectives? _____ Yes No
 Has the applicant disclosed his/her other annuity contracts? _____ Yes No
 The applicant declined to discuss his/her financial situation with me. _____ Yes No

Advertising:

Did you use any sales materials? _____ Yes No
 If yes, did you use only company approved sales material? _____ Yes No N/A
 If yes, did you leave a copy with the client? _____ Yes No N/A

Replacement:

Does the proposed client have any existing life insurance or annuity contracts? _____ Yes No
 If yes, will the proposed contract replace any existing life insurance or annuity contract? _____ Yes No N/A
 (If yes, Please complete and sign the appropriate replacement form for your state)

By signing below, I hereby certify, to the best of my knowledge and belief, that all information in this application is true. I also certify that I have explained any applicable surrender charges, withdrawal and market value adjustment provisions contained in this contract, and I certify that this annuity is suitable for the applicant, based upon the applicant's disclosure.

Agent's Signature	Agency Name (if applicable)	Date
Telephone	Agent Number	State Number (if applicable)

(If Joint Case)

Agent's Signature	Agency Name (if applicable)	Date
Telephone	Agent Number	State Number (if applicable)

Fraud Notice: Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The ProOption Multi-Year Guaranteed Annuity (MYGA) with Return of Premium Product Summary

The **ProOption** MYGA is a Single Premium, Deferred Annuity Contract with a Return of Premium Guarantee. There are multiple Guaranteed Periods that accumulate interest at a guaranteed rate. The Interest Rate is guaranteed to increase throughout the initial term of the Contract. The annuity includes a Market Value Adjustment (“MVA”) which is described below, if applicable in your state (see State Variations). Payments and values payable under the Contract may be subject to the MVA. Any MVA may result in an upward or downward adjustment to amounts payable. This Contract is non-participating, which means that it does not share in the profits or surplus of Guggenheim Life and Annuity Company (“Guggenheim Life”).

RETURN OF PREMIUM GUARANTEE: **ProOption** from Guggenheim Life includes a Return of Premium Guarantee. This Guarantee provides that the total amount you receive in withdrawals, surrenders, or Death Benefits will never be less than the amount of Premium you paid in. This applies during the Deferral Period of the Contract. For the purpose of the Return of Premium Guarantee, withdrawals of any kind, including interest withdrawals, are considered return of your Premium and will reduce the remaining amount of Premium in your Contract. Surrender Charges and the MVA cannot reduce the Surrender Value below this guaranteed amount. **There is no additional charge for this benefit.** {Please Note: IRS regulations require us to report distributions as earnings to the extent they exceed the cost basis. This differs from our calculation of the Return of Premium Guarantee.}

INTEREST RATE INCREASE: The Interest Rates credited during the initial term of your Contract will increase each year on the Contract Anniversary. This applies to the first term only. These rates are guaranteed for the initial term. Future terms will receive a level guaranteed rate for each renewal term, which will be set by the company upon renewal (see Renewal Periods).

FREE WITHDRAWALS: There is a limited liquidity option included in this Contract which allows a single penalty-free withdrawal each year beginning in Contract year two (2). The maximum free withdrawal amount will be 10% of your Account Value on the previous Contract Anniversary, or your Required Minimum Distribution (“RMD”), if greater. Surrender Charges may be waived under certain criteria in the event of terminal illness or confinement to a nursing home. (See State Variations)

Annuities purchased with qualified funds may be subject to RMD rules. Annuities offer no additional tax advantages when purchased inside an IRA or other IRS qualified tax deferred account.

RENEWAL PERIODS: You may lock-in Interest Rates for a new period at the end of each Guaranteed Period, if applicable in your state (see State Variations). The Interest Rate credited during the new period will be no less than the “base” Interest Rate credited for that Guaranteed Period on similar MYGA Contracts issued by Guggenheim Life at that time. New Surrender Charges will apply along with any applicable MVA.

DEATH BENEFIT: Prior to annuitization, if an Owner dies, the named Beneficiary(ies) will be paid a Death Benefit that is equal to the Account Value. The Death Benefit will receive interest at a rate required by the state in which the Beneficiary resides between the time Guggenheim Life receives proof of death and the Death Benefit is distributed. Alternatively, if the Contract is continued by a surviving spouse who is named as the primary sole Beneficiary of the Contract, the Account Value will continue according to the terms of the Contract

SURRENDER CHARGES: (All periods shown below may not be offered at all times.) Surrender Charges are applied at the time of Withdrawal or Surrender of the Contract. They are not applied a) at the end of a Guaranteed Period, b) to Free Withdrawals, c) to the Death Benefit for Death of the Owner, d) to any Settlement Option after the 5th Contract year with the payments being made over at least 5 years, or e) in an amount that would violate the Return of Premium Guarantee.

GUARANTEED PERIOD	SURRENDER CHARGE BY CONTRACT YEAR									
	1	2	3	4	5	6	7	8	9	10
5 Year	7%	6%	5%	4%	3%					
7 Year	7%	6%	5%	4%	3%	2%	1%			
10 Year	7%	6%	5%	4%	3%	2%	1%	1%	1%	.75%

MARKET VALUE ADJUSTMENT: Any amounts that are assessed a Surrender Charge will also be subject to a MVA, which may increase or decrease the Account Value. MVAs generally increase the Contract value when Interest Rates fall, and decrease the Contract value when Interest Rates rise. The MVA is not applied a) at the end of a Guaranteed Period, b) to Free Withdrawals, c) to the Death Benefit for Death of the Owner, d) to any settlement option after the 5th Contract year with the payments being made over at least 5 years, or e) in an amount that would violate the Return of Premium Guarantee. The MVA is not applicable in **Delaware, Missouri, Oregon, Pennsylvania, or Washington.**

ANNUITIZATION OPTIONS: Your Contract may be annuitized or put into a payout status at any time, under any annuitization option we offer; some are described in your Contract. Surrender Charges and any applicable MVA may be applied when calculating your payout. You may choose whether the payout is based on the life or lives of the Annuitant or Joint Annuitants, or for a certain period. Please Note: The Return of Premium Guaranteed does not apply after annuitization. If a life contingent option is chosen, and the Annuitant dies soon thereafter, the Beneficiary may not receive the full amount of Premium back. If this is a concern, Guggenheim Life suggests adding a certain period to the annuitization option.

Note: Distributions from annuity Contracts (both qualified and non-qualified) by Contract holders whose age is under 59 ½ may be subject to an IRS Penalty. Please consult with your tax or financial advisor.

STATE VARIATIONS:

The MVA is applicable in all states except **Delaware, Missouri, Oregon, Pennsylvania, and Washington.**

Renewal Periods are not available in **Delaware, Missouri, Oregon, Pennsylvania, or Washington.** In those states, after the initial Guarantee Period, your Account Value will continue to earn an annual rate of interest and is not subject to any further Surrender Charges.

The Nursing Home Care Rider is not available in **Massachusetts.** Neither the Nursing Home Care Rider nor the Terminal Illness Rider are available in **California.** In lieu of the Terminal Illness Rider in **Texas,** the Contract contains a Surrender Charge Waiver.

The minimum annuitization period in **Florida** is ten years.

Guggenheim Life and Annuity Company does business as Guggenheim Life and Annuity Insurance Company in **California.**

HOW THE AGENT IS COMPENSATED: Guggenheim Life pays commissions and other sales expenses from its general assets and revenues, including amounts earned from fees and charges under the Contracts. Guggenheim Life sets the price of an annuity Contract, and the price reflects the compensation it pays for the sale of the annuity Contract. The price also covers the cost of Contract guarantees, other costs such as the design, manufacture and service of the Contract, as well as the investment management needed to support the Contract’s values.

Annuity Customer Identification & Suitability Confirmation Worksheet

Thank you for your interest in this annuity offered by Guggenheim Life and Annuity Company, doing business in California as Guggenheim Life and Annuity Insurance Company (the "Company"). Completion of this worksheet is an essential part of the application process. It helps your agent assess your insurance needs and financial objectives and also aids in ensuring compliance with the USA PATRIOT Act.

Non-Natural Owners: For a non-natural owner, such as a trust, the information on the front of this form should be relevant to the entity. On the reverse side, the Identification Verification information should be provided by the person(s) authorized to act on behalf of the entity.

If you elect not to provide the requested information, please be advised that the Company will not issue the annuity contract for which you are applying.

GENERAL INFORMATION	
Owner Name	Joint Owner Name
Occupation	Occupation
Place of Birth (City, State and Country)	Place of Birth (City, State and Country)
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No

PRODUCT APPLYING FOR	
<input type="checkbox"/> Multi Year Guaranteed Annuity <input type="checkbox"/> Single Premium Immediate Annuity	Premium Amount
	Product Name
	Surrender Charge Period

FINANCIAL INFORMATION	
Approximate Annual Household Income \$	Approximate Household Net Worth \$

1. Source of Income

- Current Wages Pension Plan Social Security
- Investment Income None Required Minimum Distribution (RMD) or 72 (t)/(q) Distributions
- Other _____

2. Combined state and federal tax bracket

- 0% - 9% 10% - 20% 21% - 30%
- 31% - 40% 41% - 50% Other _____

3. Why are you purchasing this product? Check all that apply:

- Income Potential Growth Preservation of Capital
- Tax Deferral Pass Assets on to Beneficiaries Flexibility
- Lifetime Income Payout Provide Guarantees Other _____

4. Do you have sufficient liquid assets available for monthly living expenses and emergencies **other than the money you plan to use to purchase this annuity?** (Examples: checking, savings, money market, short term CDs, bonds, etc.)

- Yes **Please list amount of liquid assets: \$ _____**
 No

5. Do you have a Reverse Mortgage? Yes No

5a. If Yes, please provide details:

6. What is the source of premium for this annuity? Check all that apply:

- Annuity Life Insurance Certificates of Deposit
 401(k) Other Investments Reverse Mortgage

6a. Are there any surrender charges, penalties or settlement fees of any kind associated with any source(s) of the annuity's premium checked above? Yes No

	Source of Premium	Surrender Charge or Penalty
If 6a is Yes , list the amount of any surrender charges, penalties or settlement fees associated with any source(s) of the annuity's premium. List total amount for each premium source. If multiple sources of premium, list each amount separately.	(Type or Company Name)	

6b. If you are 65 or older, and the proposed annuity would replace an existing annuity resulting in payment of surrender charges, explain how the replacement will produce a substantial financial benefit over the life of the new annuity:

7. Have you replaced any other annuity contracts within the past 60 months? Yes No

7a. If Yes, please provide an explanation for each replacement transaction, including reason for replacement, whether a full or partial surrender was made, and the amount of all surrender charges.

7b. Is the agent assisting you with this transaction the same agent who replaced other annuity contracts?

- Yes No

8. Do you now own, or have you previously owned, any of the following financial products? Check all that apply:

- Certificates of Deposit ___yrs Fixed Annuity ___yrs Variable Annuity ___yrs
 Stock/Bond/Mutual Funds ___yrs Life Insurance ___yrs None

8a. Were your current investments and insurance products discussed with your agent prior to your decision to purchase this annuity? Yes No

9. Explain how purchasing this annuity will result in a net tangible benefit to you:

10. Do you understand and accept that you could possibly lose some of your principal if you surrender your policy before the end of the surrender charge period (if your cash surrender value is less than your premium)? Yes No

11. What is your risk tolerance?

- Conservative (Cautious – Does not like to take on any risk or minimal risk)
 Moderate (Comfortable exposing some assets to volatility)
 Aggressive (Attempt to achieve maximum returns – takes on additional risk)

12. How do you anticipate taking money from this annuity? Check all that apply:

- Free/Systematic Withdrawals Free/Lump Sum Income Rider
 Required Minimum Distributions Immediate Income Annuitize in the Future
 I don't anticipate taking any distributions
 Other: Please explain: _____

12a. How long do you plan to take money from this annuity? _____

13. Are you or your spouse currently in a nursing home or do you plan to enter a nursing home in the next 6 months?

- Yes No

14. Have you been diagnosed with a terminal condition or advised by a physician that you have 24 months or less to live? Yes No

15. Do you anticipate a significant increase in living expenses or a significant reduction in income or liquid assets during the term of this annuity? Yes No If Yes, please explain: _____

16. Immediate Annuity Acknowledgement – For completion with Immediate Annuities only

The Life Only or Joint Life settlement option was selected for this immediate annuity contract. Yes No
 If No, skip to next Section. **If Yes**, please read and initial the following:

Life Only and Joint Life Disclaimer Statement - The Life Only and Joint Life options mean that payments will be made only during the life of the Annuitant(s) or joint Annuitant. After the last Annuitant's death, no further payments will be made. No payments will be made to the Annuitant's estate, beneficiary or to any other person. By initialing, I acknowledge that I fully understand this payout option and agree to its terms: _____Annuitant Initials _____Joint Annuitant Initials

CUSTOMER IDENTIFICATION VERIFICATION - TYPE OF GOVERNMENT-ISSUED PHOTO ID			
<input type="checkbox"/> Drivers License	State of Issue	DL Number	Expiration Date
<input type="checkbox"/> Passport	Country of Issue	Number	Expiration Date
<input type="checkbox"/> Other	State/Country of Issue	Number	Expiration Date
<input type="checkbox"/> An unexpired government-issued photo ID is not available			

JOINT OWNER'S VERIFICATION			
<input type="checkbox"/> Drivers License	State of Issue	DL Number	Expiration Date
<input type="checkbox"/> Passport	Country of Issue	Number	Expiration Date
<input type="checkbox"/> Other	State/Country of Issue	Number	Expiration Date
<input type="checkbox"/> An unexpired government-issued photo ID is not available			

OWNER'S CONFIRMATION

By signing below, I acknowledge that the information I provided on this form, regarding my financial status, tax status, investment objectives, identification information and any other information requested by my agent is complete and accurate to the best of my knowledge. I further acknowledge that neither the Company nor its representatives offer legal or tax advice and that I have been advised to consult my own personal attorney or tax advisor on any tax matters. I acknowledge that I have been informed of various features of the annuity such as the potential surrender period and surrender charge, potential tax penalties upon sale, exchange, surrender or annuitization, potential charges and features of riders. I believe that the annuity for which I am applying is suitable according to my insurance needs and/or financial objectives.

Was your decision to purchase this annuity based on your agent's recommendation? Yes No

Owner's Signature _____ Date _____

Joint Owner's Signature _____ Date _____

AGENT'S CONFIRMATION

By signing below, I acknowledge that I have made a reasonable effort to obtain information from the Owner concerning the Owner(s) financial status, tax status, investment objectives and other information considered reasonable. It is my belief that based on the information the Owner provided and based on all the circumstances known to me at the time the recommendation was made, the annuity being applied for, based on my recommendation is suitable for the Owner(s) insurance needs and/or financial objectives. In addition, I have verified the identity of the Owner(s) and believe the information the Owner(s) provided to me regarding his or her identity is true and accurate.

Was the owner's decision to purchase this annuity based on your recommendation? Yes No

Agent's Signature _____ Date _____

Note: Doing business as Guggenheim Life and Annuity Insurance Company in California

Authorization to initiate a 1035 Exchange or Transfer Funds

Guggenheim Life and Annuity Company Contract Number (to be completed by home office): _____

1. Current Financial Institution Information

Company Name: _____

Contract/Policy/Account Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Company Phone Number: _____

2. Current Owner/Annuitant Information

Owner Name: _____ Social Security Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Owner's Phone Number: _____

Joint Owner Name: _____ Social Security Number: _____

Annuitant Name: _____ Social Security Number: _____

Joint Annuitant Name: _____ Social Security Number: _____

3. Existing Plan Type (check one)

Non-Qualified Traditional IRA Roth IRA SEP IRA Inherited Beneficiary IRA SIMPLE IRA

Qualified Retirement Plan (specify type: 401, Pension, PSP, 403(b))¹ _____

¹Qualified plans, such as 401(k) and pension plan, generally require their own withdrawal paperwork. Clients should contact their former employer to initiate the transfer.

4. Existing Type of Investment (check one)

If the assets being transferred are currently held in an annuity contract or life insurance policy, state replacement forms may be required in order to be compliant with your state's replacement regulations.

Annuity Life Insurance Certificate of Deposit (CD) Brokerage Account² Mutual Funds² Money Market

²Contact financial institution to liquidate the account prior to submitting transfer paperwork for securities.

5. Transaction Type (check one)

Non-Qualified Exchange:

1035 Exchange – Surrender of a non-qualified policy/contract for the purchase of another non-qualified contract under Sec. 1035 of the Internal Revenue Code. Registration of owner must be "like for like" with the same ownership.

Cost Basis Requested: In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, furnish a statement to the replacing company and the former contract holder of the cost basis of the contract or policy.

Liquidation of Non-Qualified Account

Qualified Exchange:

- Direct Rollover – This amount represents all or part of my eligible rollover distribution. I understand there will be no mandatory 20% withholding from this distribution because it is a direct rollover to an eligible retirement plans as defined under applicable tax law. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- Direct Transfer – Surrender of a qualified account established under Sec. 402 or 408 of the Internal Revenue Code for reinvestment in a qualified annuity contract established under the same section of the Internal Revenue Code. **If minimum distribution is required this year, process prior to the transfer.**
- Roth IRA Conversion

6. Transfer Instructions**Request to transfer or liquidate:**

- Full Transfer/Liquidation (please indicate the estimated amount) \$ _____
- Partial Transfer/Liquidation (please indicate the amount of percentage to be transferred) \$ _____ or % _____

Transfer or liquidation effective:

- Immediately
- On maturity/liquidation date: ____/____/____

7. Lost Contract Statement

- Contract is attached or enclosed
- Certification of lost contract – I/We certify that the above numbered contract has been lost or destroyed, and to the best of my/our knowledge and belief, is not in anyone's possession.

8. Tax Withholding Election (check one)

Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your surrender. You also may be subject to tax penalties under estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate and you may be subject to additional tax penalties if you are under age 59 ½.

- I do want federal income tax withheld from my surrender \$ _____ or % _____.
- I do **not** want federal income tax withheld from my surrender.

9. Assignment of Ownership

I/We, the undersigned, hereby state that I/we am/are the owner of the life insurance, endowment, account or annuity contract identified above. For the purpose of making an Internal Revenue Code Section 1035 Exchange of insurance or annuity contract, or direct transfer of a qualified account, I/We hereby absolutely assign and transfer all rights, benefits, interests and property I/we have in the above identified contract/account to the assignee identified above (hereafter "the Company"). This assignment and exchange is conditioned upon the decision by the Company to issue, on the basis set forth in the application, an annuity contract. After acceptance of the application by the Company, this assignment will become absolute and the Company will issue to me an annuity contract in exchange for the partial or full and complete surrender of the above listed contact and that the cash surrender value will be applied as a premium on the contract issued to me by the Company. The Company assumes no liability for any delay by the other Company in processing the assignment of ownership, the request for surrender or the payment of the cash surrender value. I/we understand that the Company will request the immediate surrender of the contract being assigned to them as part of the Section 1035 Exchange or Transfer. If I/we elect to refuse the policy issued by the Company under the "free-look" provision, I/we recognize that the assigned contract may have already been surrendered for its cash surrender value. If I/we refuse the policy under the "free-look" the Company has no liability beyond the return of the cash surrender value of the assigned contract directly to the original source of the funds received.. If no premium is paid with the application, coverage under the new policy issued by the Company becomes effective when coverage under the existing policy identified above ceases because the other insurer has processed the Company's request for surrender. I/we certify that no proceeding in bankruptcy or insolvency, voluntary or involuntary, is pending against me/us.

Replacement Notice- Oklahoma

This notice is for your benefit and is required by law

The "owner" is referred to as "you" and "your."

1. If you are urged to purchase life insurance and to surrender, lapse, or in any other way change the status of existing life insurance, the agent is required to give you this notice.
2. It may not be advantageous to drop or change existing life insurance in favor of new life insurance, whether issued by the same or a different life insurance company. Some of the disadvantages are:
 - 2a. The amount of the annual premium under an existing policy may be lower than that under a new policy having the same or similar benefits.
 - 2b. Generally, the initial costs of life insurance policies are charged against the cash value.
 - 2c. The incontestable and suicide clauses begin anew in a new policy. This could result in a claim under a new policy being denied by the company which would have been paid under the old policy.
 - 2d. Existing policies may have more favorable provisions than new policies in such areas as settlement options and disability benefits.
 - 2e. An existing policy may have a reserve value in addition to any cash value which may be of some benefit to the insured.
 - 2f. The insurance company carrying your current insurance policy can often make a desired change on terms which would be more favorable than if existing insurance is replaced with new insurance.
3. It may not be advantageous to change an existing policy to reduced paid-up or extended term insurance or to borrow against its loan value beyond your expected ability or intention to repay in order to obtain funds for premiums on a new policy
4. There may be a situation in which a replacement policy is advantageous. You may want to receive the comments of the present insurance company before deciding this important financial matter.

Owner Signatures

11. Owner is referred to as "I."

The signature of the applicant shall be that of the insured. If someone other than the insured is the owner of the policy, the owner must sign.--The parent is the Owner of policy if the insured is under eighteen (18) years of age.

Your signature indicates you have read and understand all sections of this form. If you are a Trustee, Attorney-in-Fact, Guardian, Conservator or other Fiduciary, you must sign in your capacity (e.g., Jane Smith, Trustee).

Proposed Insured/Annuitant name (printed) _____

Date of birth _____

Notice to applicants regarding replacement of your life insurance or an annuity

Owner signatures (*continued*)

I hereby acknowledge that I received the above Life insurance or an Annuity" before I signed the application for the proposed new insurance.

I have read this notice, which was furnished to me by the agent taking the application for this policy. Applicant: Please sign ONE of the following statements:

Please notify my present insurer(s) regarding this transaction.

Owner Signature _____ Date _____

Please DO NOT notify my present insurer(s) regarding this transaction.

Owner Signature _____ Date _____

Agent Signature

Certification by the agent:

I hereby certify that nothing was said or done regarding the sales presentation to influence the decision of the applicant regarding this statement.

Agent Signature _____ Date _____

License Number _____

ORIGINAL TO OWNER- Copy to insurer

Definitions

Premiums: Premiums are the payments you make on the life insurance or annuity contract. They are unlike deposits in a savings or investment program because if you drop the policy you might get back less than you paid in.

Cash Surrender Value: This is the amount of money you can get if you surrender your life insurance policy or annuity, If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender values.

Lapse: A life insurance policy may lapse when you do not pay the premiums within the grace period.

If your policy had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the premiums.

Notice to applicants regarding replacement of your life insurance or an annuity

Definitions (*continued*)

Surrender: You surrender a life insurance policy when you either let it lapse or tell the company you want to drop it. If a policy has a cash surrender value, you can receive such value in cash if you return the policy to the company with a written request.

Place on Extended Term: This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefit will be the same as before but you will only be covered for a specified period of time.

Borrow Policy Loan Values: If your life insurance policy has a cash surrender value, you can usually borrow all or part of said amount from the insurer. Interest will be charged according to the terms of the policy, and if the loan and unpaid interest ever exceeds the cash surrender value the policy will be terminated. If you die, the amount of the loan and any unpaid interest due will be subtracted from the death benefits.

Evidence of Insurability: This means proof that you are an acceptable risk. You have to meet the standards of the insurer regarding age, health, occupation, and such other standards as the insurer feels necessary to be eligible for coverage.

Incontestable Clause: This says that after one or two years, according to the provisions of the contract, the insurer will not resist a claim because you made a false or incomplete statement when you applied for the policy. During the first two years if there are false or incomplete answers on the application and the insurer discovers them, the insurer can deny a claim as if the policy had never existed.

Suicide Clause: This says that if you commit suicide after being insured for less than two years, your beneficiaries will receive only a refund of the premiums that were paid.

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: <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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

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

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or 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. commonwealths and 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.