



PRODUCER CONTRACTING

Thank you for your interest in UnitedHealthcare Medicare Solutions. Enclosed, you will find the materials needed to process your application for appointment with UnitedHealthcare Medicare Solutions.

What to return to LeClair Group

Please read, complete and sign the following pages and return to LeClair Group:

1. Appointment Application
2. Electronic Funds Transfer form
3. W-9 Taxpayer Certification form
4. Include a copy of your E&O insurance certificate
5. **Include a copy of your license for the state(s) in which you are applying**

If you have any questions regarding the appointment process, or how to fill out the paperwork, please contact LeClair Group's Sales Desk.

We look forward to doing business with you!

LeClair Group Sales Desk
877.706.5807

LeClair Group Licensing
Licensing@LeClairGroup.com

Fax: 651.739.3265

LeClair Group
Attn: Licensing Department
6701 Upper Afton Road
St. Paul, MN 55125

Revised 11/2015

Appointment Application

UnitedHealthcare Insurance Company and Affiliates



THIS IS A WRITABLE FORM*

Please Print or Type: All fields must be complete and legible

Individual Information (All Individual Information fields required for all Appointment Applications).

Legal Name (As name appears on Individual Resident State in insurance License)

Last: Middle: First:

Social Security Number Birth Date (MM/DD/YYYY) Alias/Other Names

Resident Address

City State County (FL only) Zip

Resident Phone Number Business Phone Number Fax Number

Email Address

Appointment Type: Individual OR Corporation *This must match information provided on the Agreement and W-9.*

Mailing Preference: Residential OR Business *If applying as an individual, but prefer mail be delivered to your business, fill in the Business Address section below.*

If Applying as a Corporation, the following information is also required. (You must be a Principal of the Corporation to Apply).

Corporation Name Principal

Corporate Tax ID Business Phone

Business Address

City State County Zip

Errors and Omissions Coverage (\$1,000,000 per occurrence or \$1,000,000 annual aggregate required.)

AN ACTIVE POLICY DECLARATION PAGE WITH YOUR NAME LISTED AS THE COVERED ENTITY MUST BE ATTACHED.

Name of Carrier Expiration Date Policy #

NOTE: Failure to accurately and honestly answer any of the following questions may result in a declination of your application and appointment with UnitedHealthcare

If you answer "Yes" to any of these questions, please provide supporting documentation and a brief explanation on the next page of this form.

Criminal Background Information

- 1. Have you ever been convicted of a felony? Yes No
- 2. Have you ever been convicted of a misdemeanor (other than traffic) including an alcohol or drug-related offense? Yes No
- 3. Have you had your driver's license revoked within the past three years? Yes No

Department of Insurance and CMS

- 4. Have you ever had your insurance or securities license revoked and/or suspended by any department of insurance (even if later reinstated) for any reason?..... Yes No
- 5. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency including CMS?..... Yes No
- 6. Have you ever paid a fine related to a consumer complaint, failure to renew your license or continuing education credit in excess of \$500?..... Yes No
- 7. Have you ever been excluded, or are you aware of actions that could result in an exclusion, by the Office of Inspector General from participation in a government health care program, including Medicare and Medicaid?..... Yes No

Credit History

- 8. Have you filed for bankruptcy and/or had a bankruptcy discharged within the last five years? Yes No
- 9. Are you, at the present time, or have you been within the past five years, involved in any civil litigation, judgements, liens or foreclosures?..... Yes No
- 10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?..... Yes No

Other Companies

- 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?..... Yes No
- 12. Have you ever been denied an appointment with any insurance company? Yes No
- 13. Have you ever been terminated for cause by any insurance carrier? Yes No
- 14. Have you been denied a bond or application for errors and omissions (E&O) coverage with any company.. Yes No

Other

- 15. Do you have other information related to criminal, insurance-related complaints, credit, etc., that was not covered by these questions that you wish to disclose?..... Yes No

Please provide an explanation for any "Yes" answers on the previous page in the corresponding sections below.

Criminal Background Information

Department of Insurance and CMS

Credit History

Other Companies

Other

Conditions and Agreements

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below.

I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have had the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan, shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set for therein..

I Acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and no future signature by me shall be necessary.

Disclosure

I have executed this Appointment Application as evidence of the understanding and acceptance of, and consent to its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgment has been approved and I have satisfied all of the certification requirements for the products I intend to sell.

I understand that as part of its approval process and throughout the term of my appointment with the Company, the Company may obtain an investigative consumer report to confirm information regarding my character, general reputation, credit history, personal characteristics, mode of living, criminal history, insurance licensing history, Office of Inspector General records and General Service Administrator excluded party records. I hereby authorize the Company to obtain such a report at any time after receipt of this Appointment Application and throughout the term of my appointment with the Company. The scope of this authorization is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout my appointment to the extent permitted by law.

Applicant's Signature

Date



**Please return all documents to your Recruiter
for submission to UnitedHealthcare.**

August 14, 2015

Re: Amendment to Agent Agreement

Dear Agent:

This “Letter Amendment” amends your UnitedHealthcare Insurance Company Agent Agreement (the “Agreement”), effective September 13, 2015 (unless an earlier date is specified below), as follows:

1. The Agreement is hereby amended to include the 2016 PDP and MA Plans Commission Schedule attached hereto as Exhibit 1 for applications with effective dates on or after January 1, 2016.
2. The Agreement is hereby amended to include the 2016 Medicare Supplement Insurance Plans Commission Schedule attached hereto as Exhibit 2 for applications with effective dates on or after January 1, 2016.
3. The Agreement is hereby amended to amend and restate the list of affiliates under Section IV of Exhibit A of the Agreement, entitled “List of Affiliates”, by replacing such list in its entirety with the “List of Affiliates” attached hereto as Exhibit 3.
4. The Agreement and any prior amendments to the Agreement, including amendments governing renewals of Care Improvement Plus members, that provided for a ten (10)-year renewal Commission Cycle are hereby amended effective immediately as follows. The Company will continue to pay renewal commissions, which are subject to amendment, for each individual Member who is enrolled in one of the Company’s MA or PDP plans as of the date of this amendment, not to exceed any caps set by CMS or the Medicare Laws and Regulations, and subject to each and all of the conditions outlined in the United Agreement being met at the time the Renewal Commission payments would be due, including, but not limited to:
 - a. Agent remains licensed, appointed and certified by the Company as having completed the training and testing required by the Company for each renewal year;
 - b. The Member who is the subject of the Renewal Commission payment remains enrolled in the same plan without interruption or change;
 - c. Agent continues to provide services to the Member who is the subject of the Renewal Commission as set forth in the Agreement.
5. For Agents that were previously a party to an agent/agency agreement with Preferred Care Partners (“PCP”), Sierra Health Insurance (“Sierra”), or Health Plan of Nevada

("HPN"), this Amendment to the United Agreement, effective immediately, addresses the parties continuing rights and obligations with respect to policies sold to PCP, Sierra, and HPN members under those agreements.

- a. For each Sierra or HPN member who initially enrolled in a Sierra or HPN plan effective while the Agent was contracted with Sierra or HPN, the Agent's right to renewal payment for those Sierra/HPN members is no longer limited to a set Commission Cycle. For each member who is enrolled in a Sierra or HPN plan (as of the date of this amendment), the Company will pay a Renewal Commission to Agent in the amount set forth in the Sierra or HPN Commission Schedule attached to the applicable Sierra or HPN Agreement in effect when the policy was sold, subject to amendment, and not to exceed any caps set by CMS or the Medicare Laws and Regulations. Agent's right to continued renewal payments is subject to each and all of the conditions outlined in the United Agreement being met at the time the Renewal Commission payments would be due, including, but not limited to the conditions outlined above in paragraphs 4a-4c.
 - b. For each PCP member who initially enrolled in a PCP plan effective on or before 12/31/2012, the Agent's right to renewal payment for those PCP members is no longer limited to a set Commission Cycle. For each member who is enrolled in a PCP plan (as of the date of this amendment) the Company will pay a Renewal Commission to Agent in the amount set forth in their PCP Commission Schedule attached to their PCP Agreement in effect when the policy was sold, subject to amendment, and not to exceed any caps set by CMS or the Medicare Laws and Regulations. Agent's right to continued renewal payments is subject to each and all of the conditions outlined in the United Agreement being met at the time the Renewal Commission payments would be due, including, but not limited to the conditions outlined above in paragraphs 4a-4c.
6. The last paragraph of Section 4.1(c) of the Agreement is hereby amended to read:
- For all Products, the Company may, at any time, increase or decrease the compensation payable as specified on the Agent Compensation Schedule, and may set the compensation payable on any or all additional products which are added to the Agent Compensation Schedule by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the Initial Year compensation payable shall not be retroactive, and shall apply only to Products, as applicable, solicited or arranged by Agent or any Representative on or after the effective date specified in the written notice or revised compensation schedule, which effective date shall be at least fifteen (15) days after the date on which such written notice or revised compensation schedule is furnished to Agent.
7. Effective immediately with applications signed on or after August 1, 2015, Appendix A of the MA Commission Schedule "Non-Commissioned Plans and Counties for Specified HMO, PPO, RPPO, Dual SNP, and Institutional SNP Plans for Applications for effective dates on or after January 1, 2015" is hereby amended to delete the following Plan for Worcester County: R7444-001, AARP Medicare Complete Choice Regional Preferred

Provider Organization, Worcester County, Massachusetts. For clarification, the Company will pay commissions on new applications signed on or after August 1, 2015, for this plan in Worcester, MA.

8. The Agreement is hereby amended to remove, in its entirety, Exhibit B of the Agreement, entitled "Medicare Regulatory Addendum," and replace it with a new "Medicare Regulatory Addendum" ("MARRA") attached hereto as Exhibit 4.

In the event that Agent does not agree to the amendment set forth in this Letter Amendment, Agent must notify the Company that Agent is terminating the Agreement within thirty (30) days following the date of this Letter Amendment, in which case the Agreement shall be immediately terminated.

The terms and conditions set forth in the Agreement, as amended and modified by this Letter Amendment, shall continue in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Letter Amendment and those in the Agreement, the provisions in this Letter Amendment will supersede and control. Unless otherwise defined in this Letter Amendment, all capitalized terms contained in this Letter Amendment shall be defined as set forth in the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Phillips", with a long horizontal flourish extending to the right.

Mark Phillips
Chief Sales and Distribution Officer
UnitedHealthcare Medicare Solutions

Exhibit 1

**UNITEDHEALTHCARE INSURANCE COMPANY
2016 PDP AND MA PLANS
COMMISSION SCHEDULE**

I. PDP PLANS

“Initial Year” Commissions -- New Enrollments for CMS Plan Year 2016

In accordance with CMS instructions, the Company shall initially pay Agent and its Representatives the “Renewal Year” commission specified below for each individual properly enrolled in a Company PDP Plan which Agent and its Representatives are approved and authorized to market and promote for the 2016 CMS Plan Year, for January 1, 2016 through December 31, 2016 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, or according to company policy for agency upline compensation, the Company shall adjust the compensation paid to Agent and Representatives for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in a PDP Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the PDP Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made in the effective year of the enrollment following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the PDP Program.

Initial Year Commissions*

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$63.00	\$63.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

“Renewal Year” Commissions – Renewal Enrollments for CMS Plan Year 2016

For the 2016 Plan Year, the Company shall pay Agent the following renewal commissions for each individual not identified by CMS as “Initial” and properly enrolled in a Company PDP Plan which Agent and its Representatives are approved and authorized to market and promote for the 2016 CMS Plan Year for January 1, 2016 through December 31, 2016 effective enrollments. If Agent receives the “Initial Year” or “Renewal Year” commission for an enrollment effective on or after January 1, 2016 for the 2016 CMS Plan Year, Agent shall be entitled to the following renewal commissions, subject to amendment, in subsequent CMS Plan Years, up to 50 (fifty) percent of the of the CMS published FMV (Fair Market Value) for each Plan Year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and provided that Agent and Representatives remain credentialed (licensed, appointed and certified) as required by the Company for each renewal year.

Renewal Year Commissions*

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$32.00	\$32.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

* Commissions are not payable for any sale of a Company Part D plan to an individual who may be eligible for such plan through intermediary organizations such as employers, unions or other groups.

II. ALL MEDICARE ADVANTAGE PLANS

“Initial Year” Commissions -- New Enrollments for CMS Plan Year 2016

In accordance with CMS instructions, the Company shall initially pay Agent and its Representatives the “Renewal Year” commission specified below for each individual enrolled in one of the Company’s MA Plans which Agent and its Representatives are approved and authorized to market and promote for the 2016 CMS Plan Year, for January 1, 2016 through December 31, 2016 effective enrollments. If the individual enrollment is identified to the company by CMS as a new/initial enrollment, or according to company policy for agency upline compensation, the Company shall adjust the compensation paid to Agent and Representatives for the individual from the “Renewal Year” commission specified below to the “Initial Year” commission specified below. **“Initial Year” commissions will not be paid if the individual was already enrolled in an MA Plan at the time of enrollment.** The commissions listed below at each level are net of commissions payable to all lower sales levels. To the extent any sales level is not involved in the sale of the MA Plan, the commission payable to such sales level shall roll-up and be payable to the next higher sales level. Payment of the “Renewal Year” commission will be made in the effective year of the enrollment following the entry of a qualifying application into the Company’s enrollment system and validation of the producer’s credentials. Any required adjustment from the “Renewal Year” commission to the “Initial Year” commission will be made following CMS’s identification that the individual is in an IEP or new to the MA Program.

Initial Year Commissions*

CALIFORNIA

TABLE 1: CA INITIAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$536.00	\$536.00

NEW JERSEY

TABLE 2: NJ INITIAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$536.00	\$536.00

CONNECTICUT & DISTRICT OF COLUMBIA

TABLE 3: CT & DC INITIAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$483.00	\$483.00

ALL OTHER STATES

TABLE 4: ALL OTHER STATES INITIAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$429.00	\$429.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

“Renewal Year” Commissions – Renewal Enrollments for CMS Plan Year 2016

For the 2016 Plan Year, the Company shall pay Agent the following renewal commissions for each individual not identified by CMS as “Initial” and properly enrolled in a Company PDP Plan which Agent and its Representatives are approved and authorized to market and promote for the 2016 CMS Plan Year for January 1, 2016 through December 31, 2016 effective enrollments. If Agent receives the “Initial Year” or “Renewal Year” commission for an enrollment effective on or after January 1, 2016 for the 2016 CMS Plan Year, Agent shall be entitled to the following renewal commissions, subject to amendment, in subsequent CMS Plan Years, up to 50 (fifty) percent of the of the CMS published FMV (Fair Market Value) for each Plan Year, provided that the individual remains enrolled in a Company PDP Plan throughout each renewal year and provided that Agent and Representatives remain credentialed (licensed, appointed and certified) as required by the Company for each renewal year.

Renewal Year Commissions*

CALIFORNIA

TABLE 5: CA RENEWAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$268.00	\$268.00

NEW JERSEY

TABLE 6: NJ RENEWAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$268.00	\$268.00

CONNECTICUT & DISTRICT OF COLUMBIA

TABLE 7: CT & DC RENEWAL YEAR COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$242.00	\$242.00

ALL OTHER STATES

TABLE 8: ALL OTHER STATES RENEWAL COMMISSIONS

Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$215.00	\$215.00

Note: The above commissions will be paid for electronic enrollments only. In the event that Agent or its Representatives submit paper based enrollments, the Company reserves the right to charge Agent and its Representatives an administrative fee which will be deducted from the Agent-level commission specified above. The amount of any administrative fee will be determined by the Company and made available to Agent upon request.

*Commissions are not payable for any sale of a Company MA plan to an individual who may be eligible for such plan through intermediary organizations such as employers, unions or other groups.

MA Commission Schedule

Appendix A

Non-Commissioned Plans and Counties for Specified HMO, PPO, RPPO, Dual SNP and Institutional SNP Plans for Applications for applications signed on or after August 1, 2015.

Contract # - Plan ID	Product	State: Counties
R7444-001	AARP MedicareComplete Choice Regional Preferred Provider Organization	Connecticut: All counties in the state
		Massachusetts: Barnstable, Dukes, Franklin, Hampshire, Nantucket
R5342-001	UnitedHealthcare MedicareComplete Choice	New York: Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester
R5342-002	UnitedHealthcare MedicareComplete Choice Essential	
H5420-003	Medica HealthCare Plans MedicareMax	Florida: Broward County
R5287-003	UnitedHealthcare Dual Complete RP	Florida: Miami-Dade
R3175-003	UnitedHealthcare Dual Complete RP	Hawaii: Honolulu
H1537-001	UnitedHealthcare MedicareComplete Choice	New York: Madison
H3749-017	AARP MedicareComplete SecureHorizons Plan 2	Oklahoma: Creek, Mayes, Muskogee, Osage, Rogers, Tulsa, Wagoner
	All UnitedHealthcare Institutional SNP Plans	All Counties in All States

Exhibit 2

MEDICARE SUPPLEMENT INSURANCE PLANS WHICH CARRY THE AARP NAME FOR APPLICATIONS WITH EFFECTIVE DATES ON OR AFTER JANUARY 1, 2016

The Company will compensate Agent and its Representatives as follows for each individual properly enrolled in a Medicare Supplement insurance plan which carries the AARP name (“AARP Med Supp Plan”) which Agent is approved and authorized to market and promote.

The commission payments listed below at each level are net of compensation payable to all lower sales levels. To the extent any sales level is not involved in the sale of the AARP Med Supp Plan, the compensation payable to such sales level shall roll-up and be payable to the next higher sales level. Payment will be made in the next scheduled commission payment cycle following the entry of a qualifying application into the Company’s enrollment system.

The following compensation schedules have been filed for approval with the applicable state regulatory agencies and are subject to state approval. The Company may modify the compensation rates as required for state approval.

**AARP Medicare Supplement Plans
Commission Schedule Age 65+**

States: AR, MI, NJ

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$230.00	\$230.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$115.00	\$115.00

State: IL

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$250.00	\$250.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$125.00	\$125.00

States: NM, OR, UT, WI*

Plans Plan Codes B01, C01, CS1, F01, FS1, N01, MW1, NW1 (All available plans except A, K, L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$190.00	\$190.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$95.00	\$95.00

*Commissions not payable for riders in WI

State: CA

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$300.00	\$300.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

State: NY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$270.00	\$270.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$135.00	\$135.00

States: AL, AZ, CT, DE, FL, GA, ID, IN, KS, KY, LA, MA, MD, ME, MO, MS, NC, NE, NH, NV, OH, PA, SC, TN, TX*

Plans Plan Codes B01, C01, CS1, F01, FS1, MY1, N01 (All available plans except A, K, L, and MA Core Plan)

Plan Codes A01, K01, L01, MX1 (Plans A, K, L, and MA Core Plan)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$210.00	\$210.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$105.00	\$105.00

* TX Commission paid for Years 1 to 7

States: DC, IA, MT, ND, RI, VT, WY

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$170.00	\$170.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$85.00	\$85.00

States: AK, HI, SD

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$75.00	\$75.00

State: CO

Plans Plan Codes A01, B01, C01, CS1, F01, FS1, K01, L01, N01 (All available plans)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$170.00	\$170.00

States: GU, PR, VI

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$110.00	\$110.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$55.00	\$55.00

State: MN*

Plans Plan Codes N01, UW1 (All available plans except K, L, and MN Basic Plan)

Plan Codes K01, L01, TW1 (Plans K, L and MN Basic Plan)

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$230.00	\$230.00

Years 1-6		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$150.00	\$150.00

*Commissions not payable for riders in MN

States: OK, VA

Plans Plan Codes B01, C01, CS1, F01, FS1 (All available plans except A, K, L, N)

Plans Plan Codes B01, C01, CS1, F01, FS1 (All available plans except A, K, L, N)

First Year		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$260.00	\$260.00

Renewal Years (2-6)		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$190.00	\$190.00

States: OK, VA
Plans Plan Code N01

Plans Plan Code N01

First Year		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$200.00	\$200.00

Renewal Years (2-6)		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$142.00	\$142.00

States: OK, VA
Plans Plan Codes A01, K01, L01 (Plans A, K, L)

Plans Plan Codes A01, K01, L01 (Plans A, K, L)

First Year		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$130.00	\$130.00

Renewal Years (2-6)		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$95.00	\$95.00

State: WV**

Plans Plan Codes B01, C01, CS1, F01, FS1, N01 (All available plans except A, K, and L)

Plan Codes A01, K01, L01 (Plans A, K, L)

Years 1-5		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$230.00	\$230.00

Years 1-5		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	\$115.00	\$115.00

** WV Commission paid for Years 1 to 5

State: WA

Plans Plan Codes A01, B01, C01, CS1, F01, FS1, K01, L01, N01 (All available plans)

All years certificate is in force		
Level	Minimum Amount Payable to each Level	Maximum Amount Payable Based on Roll-up from Non-existent Lower Levels
Agent	8.00%	8.00%

Payment of the above commissions shall be made in compliance with applicable state laws and regulations and subject to the provisions of the Agreement, including the following terms and conditions:

- a. Commissions due to Agent are based on the collected premium amount (except in Washington, where it shall be based on the current premium amount) received by Company.
- b. Commissions are payable only when premium payments are current and no late premium payments are due. Agent shall not be entitled to commissions (including over-riding commissions) on premiums which would be owed for any AARP Med Supp Plan but which have been waived by the Company.
- c. A nine-month commission advance is paid on all AARP Med Supp Plan sales once the first month premium has been paid (except in limited circumstances as may be determined by the Company).
- d. No commission will be paid for any plan change from an existing AARP Med Supp Plan to another AARP Med Supp Plan.
- e. Commissions are not payable for any sale of an AARP Med Supp Plan where the applicant's premium will be paid (in whole or in part) by a third-party payer. Note that third-party payer does not include a family member or personal guardian of the applicant.
- f. Commissions are not payable for any individual/applicant who is under the age of 65 as of their plan effective date except in the following states where required: CA (during the first six months of Part B enrollment for a beneficiary entitled to Medicare due to disability), CO, FL, IL, KS, ME (open enrollment and guarantee issue only), MO, MT, OR, PA and WI. In these states, the age 65+ commission applies.
- g. If any AARP Med Supp Plan lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon the Company to pay compensation hereunder for such AARP Med Supp Plan unless said plan is reinstated through the direct efforts of Agent or its Representatives, as determined by the Company.
- h. Notwithstanding for commissions payable in the state of Washington, the Company shall have the right to cumulate any commissions due to Agent until such commissions equal at least twenty dollars (\$20.00).
- i. If the Company refunds any premium for any reason, Agent is indebted to the Company for any Agent commissions paid on that premium. Agent shall reimburse the Company for the premiums and commissions within thirty (30) days of the Company's written request. The Company may recover commissions in any lawful way.
- j. Any unearned commissions will be recovered on lapses (terminations of coverage). In the event of death, the Agent is paid commission through the end of the month in which the member died.
- k. Any unearned commissions paid on an AARP Med Supp Plan that is terminated or surrendered will be charged back in full to all levels that were paid for that plan.
 - Charge-backs will be recovered from the next available commission check.

- If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.
- l. Commissions are not payable for any sale of an AARP Med Supp Plan to an individual who may be eligible for AARP branded coverage through intermediary organizations such as employers, unions or other groups.
- m. For any individual/applicant who is eligible for guaranteed issue coverage outside of his/her open enrollment period as of the plan effective date, commissions for all levels will be paid at 50% of the above "AARP Medicare Supplement Commission Schedule 65+" rates, except in the following states, where required: CO, CT, MA, MO, NY, OR, SC, VT and WA. Where required by these or any other states, the full 65+ commission rates will apply.
- n. For replacement sales in OK or VA, commission is limited to the appropriate Medicare Supplement plan renewal commission.

Exhibit 3

IV. LIST OF AFFILIATES

Affiliates offering PDP Plans in filed and approved areas

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering MA Plans including Local HMO, PPO and Special Needs Plans

Arizona Physicians IPA, Inc.	UnitedHealthcare of Alabama, Inc.
HealthPlan of Nevada, Inc.	UnitedHealthcare of Georgia, Inc.
Oxford Health Plans (CT), Inc.	UnitedHealthcare of New England, Inc.
Oxford Health Plans (NJ), Inc.	UnitedHealthcare of New York, Inc.
Oxford Health Plans (NY), Inc.	UnitedHealthcare of Oklahoma, Inc.
PacifiCare of Colorado, Inc.	UnitedHealthcare of Oregon, Inc.
Physician's Health Choice of Texas, LLC	UnitedHealthcare of the Midlands, Inc.
Sierra Health and Life Insurance Company, Inc.	UnitedHealthcare of the Midwest, Inc.
UnitedHealthcare Benefits of Texas, Inc.	UnitedHealthcare of Utah, Inc.
UnitedHealthcare Community Plan of Texas, LLC	UnitedHealthcare of Wisconsin, Inc.
UnitedHealthcare Insurance Company	UnitedHealthcare Plan of the River Valley, Inc.
UnitedHealthcare Insurance Company of New York	

UHC of California d/b/a UnitedHealthcare of California

Care Improvement Plus of Texas Insurance Company
Care Improvement Plus South Central Insurance Company
Care Improvement Plus Wisconsin Insurance Company

Preferred Care Partners, Inc.

Medica Healthcare Plans, Inc.

Affiliates offering Medicare Advantage Private Fee for Service Plans

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Affiliates offering AARP Branded Med Supp Plans in filed and approved areas

UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of New York (New York residents)

Exhibit 4

Medicare Regulatory Addendum

This Addendum shall apply to the services provided by Agent pursuant to the Agreement related to the Company's MA Plans and PDP Plans. With respect to the rendering of such services, the provisions of this Addendum shall prevail over any provision in the Agreement, which may conflict or appear inconsistent with any provision in this Addendum. Unless otherwise defined in this Addendum, all capitalized terms contained in the Addendum shall be defined as set forth in the Agreement.

1. Delegated Activities. The following shall apply with respect to any activities for which the Company is responsible under the CMS Contract, and that have been delegated to Agent under the Agreement:
 - a. Agent shall provide or arrange for the provision of the services set forth in the Agreement.
 - b. Agent shall comply with any existing reporting responsibilities as are set forth in the Agreement.
 - c. Agent shall comply with all applicable Medicare laws, regulations and CMS instructions, and cooperate with the Company in its efforts to comply with the laws, regulations and other requirements of applicable regulatory authorities. Agent shall perform the services set forth in the Agreement in a manner consistent with and in compliance with the Company's contractual obligations under the CMS Contract.
 - d. Agent acknowledges that the Company oversees on an on-going basis, and is ultimately accountable to CMS for, any functions or responsibilities that are contained in the CMS Contract, including those that Agent has agreed to perform in accordance with the Agreement. In instances where CMS or the Company determines that Agent has not performed satisfactorily, or has failed to meet all reporting and disclosure requirements in a timely manner, the Company has the right to revoke and assume the delegated activities or reporting and disclosure requirements upon written notice to Agent, or the Company may terminate the Agreement according to the applicable provisions in the Agreement. Agent shall cooperate with the Company regarding any delegated activities or reporting and disclosure requirements which have been revoked and assumed by the Company.
 - e. If Agent has any arrangements with affiliates, subsidiaries or any other sub-contractors (collectively, "subcontractors"), directly or through another person or entity, including its Representatives, to perform any of the services Agent is obligated to perform under the Agreement that is the subject of this Addendum, Agent shall ensure that all such arrangements are in writing and duly executed. Agent shall also ensure that all such agreements are duly

amended to incorporate the terms contained in this Addendum, and shall provide notice to the Company of such amendment. Agent shall ensure that the terms of this Addendum are included in all future and pending agreements with subcontractors that relate to the same subject matter. Agent shall ensure that any such delegation or subcontract shall be performed by the subcontractor in accordance with the Company's contractual obligations to CMS, Agent's contractual obligation under this Agreement, and in compliance with all applicable Medicare Laws and Regulations and the requirements of this Addendum. Agent further agrees to promptly amend the agreements with subcontractors, in a manner consistent with the changes to this Exhibit by the Company or in the manner requested by the Company, to meet any additional CMS requirements. In the event that any sub-contractor fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any services Agent is obligated to perform under the Agreement, then the Company or CMS shall have the right to suspend, revoke or terminate the arrangement with the sub-contractor effective upon the date set forth in a written notice furnished to Agent. Additionally, the Company or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory performance consistent with applicable Medicare Laws and Regulations.

- f. Agent acknowledges that (i) Agent is a "First Tier Entity" which is defined by CMS as any party that enters into a written arrangement, acceptable to CMS, with an MA Organization or PDP Plan Sponsor to provide administrative services to a Medicare eligible individual under an MA Plan or PDP Plan, and (ii) each Solicitor Agent and other contractor/vendor engaged by Agent is a "Downstream Entity" which is defined by CMS as any party that enters into a written arrangement, acceptable to CMS, below the level of the written arrangement between an MA Organization or PDP Plan Sponsor and a First Tier Entity, continuing down to the ultimate provider of administrative services. Agent agrees that Agent and each Representative shall comply with all requirements imposed upon a First Tier Entity and a Downstream Entity by CMS or by Medicare Laws and Regulations.
- g. Agent shall: (i) upon request of the Company, provide the Company with a list of all current employees of Agent; (ii) as a First Tier Entity, provide Fraud, Waste and Abuse/Compliance and Code of Conduct training, as specified by the Company and using the Company's training materials or other training materials that meet the Fraud, Waste and Abuse/Compliance training standards established by CMS, to all employees and contractors/vendors who have involvement in the administration or delivery of benefits for MA and PDP plans or have access to PHI or other personally identifiable information regardless of whether Agent, its employees or contractors/vendors take the Company's annual certification courses to market and sell products that year; (iii) be responsible for ensuring that Agent takes the annual Fraud, Waste, and Abuse/Compliance and Code of Conduct training, regardless of whether Agent takes the Company's annual certification courses to market and sell products that year; and (iv) review the Department of Health and Human Services Officer of Inspector General List of

- b. Government Access to Records. Agent acknowledges and agrees that the Secretary of Health and Human Services, the Comptroller General, or their designees shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems (including medical records), patient care documentation and other records and information belonging to Agent that involve transactions related to the CMS Contract. This right shall extend through the longer of the following periods:
- i. In the case of records containing information related to the medical loss ratio information reported to CMS by the Company, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the Company, or
 - ii. In the case of all records, at least ten (10) years from the later of the final date of the CMS Contract period in effect at the time the records were created or the date of completion of any audit, or longer in certain circumstances described in the applicable Medicare Advantage regulations.

For the purpose of conducting the above activities, Agent shall make available its premises, physical facilities and equipment, records relating to the services performed and the products provided under the Agreement, and any additional information CMS may require.

- c. Company Access to Records. Agent shall grant Company or its designees such audit, evaluation, and inspection rights identified in subsection 3.b as are necessary for Company to comply with its obligations under the CMS Contract. Whenever possible, Company will give Agent reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place.
4. Offshoring. Unless previously authorized by the Company in writing, all services provided by Agent pursuant to the Agreement that are subject to this Agent must be performed within the United States, the District of Columbia, or the United State territories.
 5. Regulatory Amendment. The Company may amend this Addendum to comply with the requirements of state and federal regulatory authorities, and shall give written notice to Agent of such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of Agent will not be required.
 6. Member Hold Harmless. Agent shall not, in any event (including, without limitation, non-payment of any compensation hereunder, bankruptcy or insolvency of an Affiliate or breach of this Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any actual or prospective Member for any amounts otherwise payable to Agent pursuant to this Agreement or otherwise.



Electronic Funds Transfer

Medicare Solutions

To have your commission payments transferred electronically to your checking account or to change the checking account your funds are transferred to, complete the fund transfer authorization below. You will also need to attach a voided check from the checking account you wish to have your commission payments deposited in. Please do not send a deposit slip or cancelled check. Please return the completed authorization via email to sh_commissions_administration@uhc.com or fax it to 1-866-761-9162.

Fund Transfer Authorization

Please indicate: New Change

I (We) do hereby authorize UnitedHealthcare® to deposit all commission payments due me to the checking account indicated below and the Depository Financial Institution named below.

Account Number

Financial Institution Name

City

State

Please remember to notify us if the bank you use changes its name or merges with another bank or if you change banks and/or if you change bank accounts.

Agent Signature

Agent Printed Name

Agent Writing ID

Date

John Doe 123 w. Main St. Anytown, USA 12345	DATE _____	101
ATTACH VOIDED CHECK HERE		
(DEPOSIT SLIPS AND CANCELLED CHECKS ARE NOT ACCEPTABLE)		
<small>YOUR BANK Anytown, USA</small>		
<i>VOID</i>		
⑆0101001⑆ ⑆05510051⑆ ⑆01⑆		

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 ▶
------------------	----------------------------	--------

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.