



AMMA

WORLD FINANCIAL GROUP

Associate  
Membership  
Agreement

# EASY GUIDE TO COMPLETING THE

# AMA

## *Section 1:*

### PERSONAL AND BUSINESS DATA

Only your individual Social Security Number (SSN) is allowed. No other tax IDs can be accepted. Remember that you must include your SSN on the enclosed W-9. The Business Processing Center must be the Senior Marketing Director's (SMD – Level 20) Business Address. Generally, all WFG correspondence will be mailed to the Business Processing Center address.

## *Section 2:*

### NEW ASSOCIATE'S UPLINE SUPPORT

Your hierarchy is determined by the information provided in this section. If your Recruiter is waiting for a code number from WFG, their SSN should be used.

## *Section 3:*

### NEW ASSOCIATE'S BACKGROUND INFORMATION

You must answer all the questions and provide appropriate documentation to any question answered "Yes." Appropriate documents include: court records, recent credit report, letter of explanation, etc.

## *Section 4:*

### NEW ASSOCIATE'S EMPLOYMENT HISTORY

Please include your present employer and your employment history for the past five years. There can be NO GAPS in the last five years. If unemployed, state "unemployed." If self-employed, state type of business with other pertinent information.

## *Section 5:*

### PERSONAL REFERENCES

Be sure that you have up-to-date and accurate telephone numbers and complete addresses for all the individuals listed.

All Applicants/Associates must send all required documents to:

#### WORLD FINANCIAL GROUP

11315 Johns Creek Parkway,  
Johns Creek, GA 30097-1517,  
PO Box 100035,  
Duluth, GA 30096-9403

ATTENTION:  
ASSOCIATE SERVICES

Voice: 770-453-9300

Fax: 678-966-6161

**BE SURE TO COMPLETE ALL SECTIONS OF THIS AMA AND PROVIDE DOCUMENTATION, IF REQUIRED. INCOMPLETE INFORMATION WILL DELAY PROCESSING OF THE ASSOCIATE'S APPLICATION.**

**To become a member of World Financial Group:**

- complete the Associate Membership Agreement (AMA) in its entirety. AMA's submitted with incomplete information will be returned to the Senior Marketing Director (Level 20).
- submit a \$100 administrative fee made payable by cashier's check or money order to World Financial Group, Inc.

**To be sponsored by a WFG Product Provider to obtain a state life/health insurance license, please submit:**

- all state forms, applications, photos, etc.;
- all licensing, appointment, exam, fingerprint, etc.\* fees made payable by personal check to the sponsoring insurance company or by money order payable to World Financial Group, Inc.;
- the sponsoring company contract/associate agreement.

After the associate obtains the state license, he/she must submit a copy of that license to WFG Licensing Department and then become appointed with the remaining preferred companies.

**To obtain a securities license through Transamerica Financial Advisors, Inc. (TFA), submit the original TFA New Representative Kit which includes:**

- application Form U4 (do not leave any gaps in employment or residence);
- DRP page (only applicable if any "yes" answers on Page 3 of the Form U4);
- Acknowledgement and Certification form (A & C);
- TFA Information Form (must be signed by supervisory principal);
- FINRA Fingerprint Card (or electronic fingerprint card);
- TFA Previous Employment Information Form;
- Registration fees;
- Transamerica Financial Advisors, Inc. Sales Representative Agreement;
- BOM/Applicant Interview Form;\*
- Applicant Checklist;\*
- Registration Disclosure Certification;
- Outside Business Activity Form(s) and Outside Brokerage Account Form(s).

**To transfer a securities license to Transamerica Financial Advisors, Inc., submit the original TFA Transfer Representative Kit which includes:**

- application Form U4 (do not leave any gaps in employment or residence);
- DRP page (only applicable if any "yes" answers on Page 3 of the Form U4);
- Acknowledgement and Certification form (A & C);
- TFA Information Form (must be signed by supervisory principal);
- FINRA Fingerprint Card (or electronic fingerprint card);
- TFA Previous Employment Information Form;
- TFA Prehire Consent Form;
- copy of the U-5 or copy of letter of resignation;
- Transfer fees;
- Transamerica Financial Advisors, Inc. Sales Representative Agreement;
- BOM/Applicant Interview Form;\*
- OBA Disclosure Form;
- Applicant Checklist;\*
- Registration Disclosure Certification;
- Outside Business Activity Form(s) and Outside Brokerage Account Form(s).

**For licensing and appointment procedures, please refer to the Field Manual on WFG-Online.  
(Upon receiving a code number from WFG Headquarters)**

**PLEASE NOTE: ALL WFG ASSOCIATES WHO ARE SECURITIES LICENSED MUST BE REGISTERED THROUGH TRANSAMERICA FINANCIAL ADVISORS, INC. (TFA) ONLY. TFA IS A REGISTERED BROKER/DEALER, AND MEMBER FINRA AND SIPC. TFA AND WFG ARE AFFILIATED COMPANIES.**

\*Refer to the Field Manual on WFG-Online for specific state forms and fees.

# World Financial Group, Inc. Associate Profile

PROMOTIONAL CODE

To be completed by the Senior Marketing Director – Please print legibly.

PLEASE PRINT ONE LETTER/NUMBER PER BOX.

<b>New Associate's Legal Last Name</b> <input type="text"/> <b>First Name</b> <input type="text"/> <b>Spouse's First Name</b> <input type="text"/>	<b>Middle Initial</b> <input type="text"/>	<b>Common Name</b> <input type="text"/>	<b>Original Code #</b> <input type="text"/> <b>SSN#</b> <input type="text"/> <b>Last Name</b> <input type="text"/>
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## Section 1

PERSONAL AND BUSINESS DATA			
Daytime Telephone # ( )	Home Telephone # ( )	FAX # ( )	Associate Internet Address
Date of Birth		City and State of Birth	
Business Processing Center (Must be Senior Marketing Director's (Level 20) Business Address.)			
<i>STREET</i>		<i>SUITE #</i>	
Home Address			
<i>CITY</i>	<i>STATE</i>	<i>COUNTY</i>	<i>ZIP</i>
<i>STREET</i>		<i>APT#</i>	
Are you currently licensed? Yes <input type="checkbox"/> No <input type="checkbox"/> Dedicated <input type="checkbox"/> Non-Dedicated <input type="checkbox"/>			
If so, <b>please attach copies of all current licenses.</b> Note: Refer to Page 1 of Associate Membership Agreement.			

## Section 2

NEW ASSOCIATE'S UPLINE SUPPORT	
Name of Recruiter	Recruiter Code Number or Social Security Number
Applicant's Entry Level (Must submit a signed MD Agreement) (Check one) Training Associate (01) <input type="checkbox"/> Associate (10) <input type="checkbox"/> Senior Associate (15) <input type="checkbox"/> Marketing Director (17) <input type="checkbox"/>	
I Certify that: A. an investigation of the applicant's background and experience has been conducted and found to be satisfactory; B. no commission or other compensation will be paid to or on behalf of the applicant until a proper licensure and/or registration has been issued; C. to the best of my knowledge and belief, the above information is true and correct, and I recommend that this application be approved; D. if the associate is reinstating under a new hierarchy and has a debit balance, the debit balance will be transferred with the associate to the new hierarchy. E. I am authorized to submit this application. F. if the associate has been terminated for more than 60 days, \$100 must be enclosed with the AMA.	
Date _____ Senior Marketing Director's Signature _____ SMD Code Number _____	
Senior Marketing Director's E-mail Address: _____	

### Section 3

## BACKGROUND INFORMATION

(Attach complete details for all "yes" answers & include all appropriate court/regulatory documents.)

Yes No

- A. Have you personally or a firm that you exercised management control over or owned 10% or more of the securities of a company that failed in business, made a compromise with creditors, filed a bankruptcy petition or was declared bankrupt? (Attach copy of original and/or discharge and repayment schedule if applicable.)  Yes  No
- B. Have you ever been convicted of, or pleaded guilty or nolo contendere ("no contest") to:
1. a felony or misdemeanor involving: insurance, investments, or a related business, fraud, theft, breach of trust, false statements or omissions, wrongful taking of property, bribery, forgery, counterfeiting or extortion?  Yes  No
  2. any other felony?  Yes  No
- C. Has any State Insurance Department, any other State or Federal Regulatory Agency or any Self Regulatory Organization ever:
1. entered an order against you relative to a violation of insurance or investment-related regulations or statutes?  Yes  No
  2. fined, denied, suspended or revoked your license or registration?  Yes  No
- D. Do you have any debit balances with another insurance agency, or unsatisfied judgements or liens, including tax liens, against you? If yes, provide details, supporting documentation including dollar amount outstanding, and schedule of repayment plan or final disposition.  Yes  No
- E. Has a bonding company denied, paid out or revoked a bond for you?  Yes  No
- F. Are you an employee, officer, director or agent of any bank, savings and loan association, mortgage company, investment adviser firm, insurance company/agency, broker/dealer, or other lending or financial institution?  Yes  No
- G. Have you been discharged or permitted to resign because you were accused of violating investment related statutes, regulation rules or industry standard of conduct, fraud or wrongful taking of property?  Yes  No
- H. Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to questions A-G?  Yes  No

Attach a separate written explanation and documents for all "Yes" answers. Court documentation may include, but is not limited to criminal complaint, judgement/sentence order, and final disposition of case.

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### Section 4

## EMPLOYMENT HISTORY

Five-year history *mandatory*. List current employer first. Include any previous insurance company affiliations in lieu of self-employed. Include unemployment and/or school. **Attach additional sheet if necessary.**

**A.** From \_\_\_\_\_ To \_\_\_\_\_

	Full Company Name	Type of Business	Area Code/Number
	Number/Street	Type of Business	Job Duties
	City	State	Zip
			Name of Supervisor

**B.** From \_\_\_\_\_ To \_\_\_\_\_

	Full Company Name	Type of Business	Area Code/Number
	Number/Street	Type of Business	Job Duties
	City	State	Zip
			Name of Supervisor

**C.** From \_\_\_\_\_ To \_\_\_\_\_

	Full Company Name	Type of Business	Area Code/Number
	Number/Street	Type of Business	Job Duties
	City	State	Zip
			Name of Supervisor

## Section 5

### PERSONAL REFERENCES

Please advise your references that they may be contacted by an authorized Representative for a short interview. References must be someone you have done business with and/or known at least five years. They cannot be related to you or be licensed with any WFG Product Provider.

A.	_____	_____	_____
	Full Name	Area Code/Work Number	Area Code/Home Number
B.	_____	_____	_____
	Full Name	Area Code/Work Number	Area Code/Home Number
C.	_____	_____	_____
	Full Name	Area Code/Work Number	Area Code/Home Number

### ACKNOWLEDGEMENTS

#### I. New Associate's Processing Fee

I acknowledge that I will pay a \$100 administrative fee. This fee is payable by money order or cashier's check to World Financial Group for processing this application and related licensing requirements. **I acknowledge and understand that this fee is non-refundable.** I acknowledge and understand that I am responsible for any examination fees (if applicable) as well as any state/licensing fees. I acknowledge and understand that I am responsible for fees pertaining to pre-licensing training and education.

#### II. Compensation and Solicitation

I acknowledge and understand that the application section of this agreement is not a legal, binding contract and the submission of this application does not entitle me to any compensation, rights, or benefits. Before I become entitled to receive any compensation on license-required products, I must sign the World Financial Group Associate Membership Agreement, Insurance Company Agents contracts and/or Broker/Dealer contracts, and obtain the necessary licenses.

I understand that World Financial Group or any other WFG Product Provider prohibits solicitation of business by anyone who is not authorized by the appropriate regulatory department of the jurisdiction in which the solicitation takes place, and I agree that I will not solicit for the company(ies) until my authority to represent them has been secured from the applicable regulatory authorities, is in my possession, and notice has been received by me from the applicable companies.

#### III. Social Security Certification

Under penalty of perjury, I certify that my Social Security Number is correct as it appears in this application and that I am not subject to back-up withholding. I further certify that all information contained in this application is true and complete to the best of my knowledge.

#### IV. Authorization for Release of Information

##### TO WHOM IT MAY CONCERN:

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to World Financial Group or any other WFG Product Provider. This information may include, but is not limited to, employment and job history, academic records, credit reports, disciplinary actions, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living. I agree that a photographic copy of this authorization shall be as valid as the original.

\_\_\_\_\_  
Signature of New Associate

\_\_\_\_\_  
Date

By signing this document, I agree to sections I, II, III, and IV above.

# World Financial Group, Inc.

## Associate Membership Agreement

**THIS AGREEMENT** is made by and between **WORLD FINANCIAL GROUP, INC.** (hereinafter referred to as “WFG”), and the undersigned individual (hereinafter referred to as the “Associate”).

**WHEREAS**, the Associate desires to become a member of WFG’s independent sales force (hereinafter referred to as “World Financial Group” and further defined herein) which will be composed of a group of independent contractors (“members”) who enter into agreements with WFG pursuant to which they become authorized to engage in the business of selling products including insurance and other financial service Products and Services, as defined herein offered by WFG, through affiliated companies (“WFG Affiliated Companies”). For purposes of this Agreement, any reference hereinafter made to WFG shall be deemed to constitute a reference to all of the WFG Affiliated Companies; and

**WHEREAS**, WFG has established a contractual relationship with one or more companies (collectively, the “Product Providers”, or individually, a “Product Provider”) authorizing WFG or the members of WFG to market and sell various Products and Services and to recommend and designate members of WFG for appointment with the Product Providers as independent sales representatives with respect to such various Products and Services; and

**WHEREAS**, WFG is continually recruiting new members to WFG and desires to have the Associate become a member of WFG by entering into a written agreement with the Associate which establishes and defines the terms and conditions of the Associate’s membership with WFG;

**NOW, THEREFORE**, in consideration of the premises, the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, WFG and the Associate agree as follows:

### I. Membership in World Financial Group

**A.** The Associate hereby agrees to abide by the terms and conditions as hereinafter set forth in this Agreement. The Associate understands that WFG has the right to promulgate and publish rules and requirements relative to his/her relationship with WFG. WFG expressly reserves its right to have final approval and control over all contracts, rights, and obligations that relate, in any way, to Associate’s relationship with WFG.

**B.** There are two (2) types of members in WFG: Dedicated and Non-Dedicated. Dedicated members are those persons who have made a decision to market for sale only those Products and Services marketed by WFG. Non-Dedicated members are those persons who have made a decision to market the Products and Services and other products and services not marketed by WFG. Although the membership terms of Dedicated and Non-Dedicated members will be identical in some respects, Dedicated members will be accorded certain benefits not available to Non-Dedicated members. Such benefits are described herein and in Associate Agreement Rules and Guidelines as published from time to time by WFG.

The Associate hereby elects to be a Dedicated member or a Non-Dedicated member as indicated on the signature page of this Agreement.

### II. Associate’s Duties As A Member

**A.** As a member of WFG the Associate promises that he/she will do the following:

1. Use his/her best efforts to sell and promote the sale of the Products and Services;
2. If a Dedicated member, not be involved or associated in any manner with any hierarchal sales organization of any kind in which commissions are paid based on multi-generational levels;
3. If a Dedicated member, not market or sell any products or services other than the Products and Services;
4. If a Non-Dedicated member, Associate agrees to disclose and notify WFG in writing as to the general nature of Associate’s involvement and/or affiliation with any other business or company;
5. Not market or sell any products or services to any member or prospective member of WFG;
6. Preserve the good name and reputation of WFG and not do anything that will damage the name and reputation of WFG;
7. Comply with all rules and guidelines set forth in the Associate Agreement Rules and Guidelines currently published by WFG or as may be published from time to time by WFG;
8. Comply with all of the terms and conditions of any contract(s) into which Associate enters with WFG and the Product Providers;
9. Participate in the training that will be provided by WFG;
10. Refrain from selling or soliciting for sale any Products and Services that require licensing or registration with a Product Provider or WFG until the Associate receives written notice from WFG or the Product Provider that the Associate has been approved to market such Products and Services;
11. Execute such further agreements and obtain such licenses that WFG determines to be required for the Associate to be lawfully authorized to sell any of the Products and Services; and
12. Diligently fulfill supervisory responsibilities with respect to Downline Associates.

**B.** The Associate understands and acknowledges that WFG is in the business of assisting its members in building business to provide Products and Services to the consuming public and that these businesses are valuable assets of WFG. The Associate acknowledges that WFG owns all rights in and to the following: (i) WFG, which, for purposes of this Section II.B, includes all persons who have an in force Associate Membership Agreement with WFG; (ii) the identities of and all lists of the members comprising WFG; and (iii) the identities of and all lists of the Customers of WFG (even though the Associate may not have recruited any of the members or produced any of the Customers) which constitute property owned solely by WFG. Associate agrees that Associate shall have no proprietary interest in, or ownership of, any Customers, other associates of WFG including Downline Associates, or Products and Services. WFG shall have exclusive proprietary interest in, or ownership, of all Customers, and contractual relationships with other associates and the Product Providers.

**C.** As a member of WFG, the Associate is not an employee of WFG. Instead, the Associate's relationship with WFG is that of an independent contractor. Nothing in this Agreement shall be construed to constitute the Associate as a partner, employee or agent of WFG, nor shall WFG, the Product Providers or the Associate have any authority, except as expressly provided herein, to bind the other, it being the intention that each shall remain an independent contractor responsible for his/her own actions. Subject to all applicable local, state and federal laws and regulations, this Agreement, Associate Agreement Guidelines and Rules, other instructions, procedures, etc., published by WFG and any contract(s) between the Associate and the Product Providers, the Associate shall conduct and control his/her business activities, work hours, selection of Customers, office location and sales methods. Even though a state license or form may designate the Associate as an "employee" of WFG or the Product Providers, such designation will not change the fact that by definition and by practice the Associate is an independent contractor. As an independent contractor, the Associate shall be responsible for paying any and all federal, state, city or other taxes that may become payable with respect to any compensation the Associate may receive under the terms of this Agreement.

**D.** Associate shall promptly pay all expenses relating to the performance of Associate's duties under this Agreement, including but not limited to indebtedness to WFG and premium costs of errors and omissions insurance required by WFG. Associate shall be solely responsible for all of his/her expenses, including but not limited to travel, entertainment, office, signs, telephone, education, dues, subscriptions, licenses, etc., and shall receive no remuneration or reimbursement of any nature whatsoever other than the commissions referred to herein. WFG shall not provide any facilities, furniture, or equipment to Associate. Associate shall provide his/her own office, telephone, supplies, transportation, and all other facilities which Associate may deem necessary.

**E.** Associate shall supervise the WFG-related activities of Associate's Downline Associates and use Associate's best efforts and continuing diligence in directing Associate's Downline Associates to comply with their respective Associate Membership Agreements with WFG and in training and providing assistance to Associate's Downline Associates, all in accordance with WFG policies and procedures, including those contained in the Associate Agreement Rules and Guidelines. Associate's fulfillment of such supervisory and training responsibilities is an essential requirement of Associate's compliance with this Agreement.

**F.** Associate shall, as required to sell Products and Services, be duly licensed in each jurisdiction in which and from which Associate solicits, offers or obtains applications and orders for purchase of Products and Services and in each jurisdiction, where required by law, in which and from which Associate receives any compensation, including Override Compensation. Associate will bear the cost of all initial and renewal fees for licensing and registrations, and will make payment as instructed by WFG.

**G.** Associate shall maintain accurate and current records of all transactions entered into pursuant to this Agreement. Such books and records shall conform to the requirements of federal and state laws, the rules and regulations of appropriate regulatory agencies and the policies and procedures of WFG and of Associate's branch office to which Associate reports. Associate shall maintain an accurate and current file of all commission statements and other records and correspondence received from WFG and notify WFG in writing within thirty (30) days of WFG mailing such statements, records and correspondence, if any of them is inconsistent with Associate's records or, in the opinion of Associate, not accurate. As to any statements, records or correspondence furnished by or on behalf of WFG to Associate, if Associate does not furnish WFG with written objections or corrections within thirty (30) days of mailing by WFG, then Associate shall be deemed to have approved such statements, records and correspondence as to any matter not objected to or corrected, and to have released WFG from liability and responsibility for all matter contained therein.

**H.** Associate shall not use sales material of any kind which has not been approved in writing by WFG for such use, including but not limited to any type of form letter or correspondence. Without the prior written approval of WFG, Associate shall not use any form of media, including but not limited to radio, newspaper, television, letters, business cards, letterhead, or photocopies, to promote sales. The Associate promises not to use the name "World Financial Group" in conjunction with any notation indicative of a business organization, such as "Corporation", "& Company", "Ltd.", "Inc.", or "& Associates", unless the Associate is specifically granted written permission from WFG to do so. The Associate may not appropriate the name "WFG" or "World Financial Group" for use in any corporate name, joint venture or partnership.

**I.** All activities conducted by Associate under this Agreement shall be conducted in accordance with all applicable laws. Associate also has the duty to faithfully abide by the rules and regulations set forth in the Associate Agreement Rules and Guidelines that may be issued from time to time, other instructions, procedures, etc., published by WFG as amended from time to time, and all applicable bulletins or memoranda issued by the Product Providers. Associate shall immediately advise WFG of any action or fact whatsoever which comes to Associate's knowledge which may possibly constitute a violation of any applicable laws or regulations with respect to WFG, Associate or any party who is, has been, or may be doing business with WFG. The Associate's failure to comply with, or failure to cause his/her Downline Associates to comply with, this Agreement or Associate Agreement Rules and Guidelines constitutes a material breach of this Agreement.



**J.** WFG has contracted with one or more insurance companies to provide WFG and its independent contractors with group plans for errors and omissions and fidelity insurance coverage. Associate is required to participate in these group plans and monthly insurance premiums will be deducted by WFG from commissions due to Associate. If Associate's commissions are insufficient to cover the monthly insurance premiums, then WFG shall have the right to direct any WFG Affiliate to offset such deficit against any earned commissions due to Associate, or, at the option of WFG, Associate may be billed for the total amount of accrued insurance premiums and such amount will be paid in full by Associate within fifteen (15) days of the billing date, otherwise this Agreement may be terminated by WFG in its sole discretion. WFG specifically reserves the right to modify insurance premiums charged without prior notice.

**K.** Associate shall not take, undertake or engage, directly or indirectly, in any Prohibited Actions.

**L.** Associate acknowledges and agrees that all supplies, including but not limited to prospectuses, memoranda, visual aids, specimen plan forms, manuals, statistical and sales training and/or recruitment materials, vendor materials and brochures, furnished by WFG to Associate are and shall be the property of WFG and shall be returned promptly to WFG upon demand.

**M.** Associate shall comply with the terms, conditions and restrictions on use contained in any and all license or other contractual agreements between third party owners of any computer software and WFG, pursuant to which WFG has obtained the right to use such computer software. Associate further agrees to comply with the terms of any license or other contractual agreement into which Associate is required to enter with any third party computer software owner.

**N.** Associate shall not violate the Covenants.

### **III. Associate's Compensation**

**A.** The Associate acknowledges and understands that the Associate earns income only from the sale of the Products and Services and no income is earned by or paid to Associate for recruiting. The Associate's sole compensation under and during the term of this Agreement shall be commissions paid by, or caused to be paid by, WFG pursuant to this Agreement and paid in the manner provided in, and subject to the terms and conditions contained in, those Associate Agreement Guidelines and commission schedules which are published by WFG from time to time. The Product Providers are generally not obligated to pay the Associate any money. There is no guarantee that the Associate will be financially rewarded solely by virtue of becoming a member of World Financial Group.

**B.** WFG will publish Associate Agreement Guidelines and commission schedules from time to time which relate to sales position designations, performance standards, commission rates of WFG or the Product Providers and other matters affecting the terms of the members' compensation. WFG may, from time to time, in the exercise of its sole discretion, and without notice, increase or decrease the rates and amounts of commissions or the sales position of Associate; provided, however, that any such changes may be prospective only, but may affect any new business and any commissions earned thereafter on existing business.

**C.** Associate acknowledges and agrees that Associate's commissions are a share of WFG's commissions and Associate's commissions are earned by, and shall be payable to, Associate only after all of the following have occurred: i) the order or application for Products and Services submitted by Associate is accepted and approved by WFG or a Product Provider at its principal office, or by an approved WFG designee; ii) actual payment for the same has been made by and received from the Customer; and iii) WFG has actually received payment from a Product Provider, if applicable, of WFG commission (subject to the terms of this Agreement.)

**D.** Any money and value owed by Associate to WFG, any Debit Balance, and any money and value which has been advanced or credited by or on behalf of WFG, or for the benefit of, Associate, represents a loan and may be offset and deducted by WFG from any commissions or other money or value then or thereafter owed by WFG to Associate. WFG is hereby authorized by Associate to deduct from commissions due the amount of any commissions paid to Associate in connection with any payment or amount that WFG refunds to Associate's Customer.

**E.** All Debit Balances shall be repaid immediately by Associate upon notice thereof to Associate by WFG. Any Debit Balances not paid within thirty (30) days from the effective date of such notice shall bear interest from the end of such thirty (30) days at a rate equal to the maximum legal rate of interest provided by applicable law. From time to time in its sole discretion, WFG or a WFG Affiliate may cause a reduction in all or any portion of the Associate's Debit Balance in any of the following ways: i) by applying any commissions or other forms of compensation payable to the Associate by WFG to reduce the Associate's Debit Balance; or ii) by exercising any other legal rights and remedies available to WFG, including any rights or remedies that are included in Associate Agreement Guidelines and Rules. The Associate is also obligated to repay WFG for the Debit Balances of any of Associate's Downline Associates. The formula and procedure for this Debit Balance repayment is more specifically set out in the Associate Agreement Rules.

**F.** Except as otherwise provided in this Agreement, and subject to the terms of this Section III, if and when Associate qualifies for and attains certain sales position designations established by WFG from time to time pursuant to Associate Agreement Guidelines, Associate shall become Vested and entitled to receive commissions upon termination. However, Associate acknowledges and agrees that since Associate's commissions are a share of WFG's commissions, Associate shall, upon becoming Vested, be vested in commissions only to the extent that WFG actually receives commissions with respect to the applicable Customers from the Product Providers and Associate can legally receive such commissions. In the event that Associate, at the time of termination, has not qualified and attained the sales position designation(s) established by WFG as a condition to becoming Vested, Associate shall have no right to commissions or any compensation of any kind.

**G.** In the exercise of its sole discretion, WFG reserves the right to, and may, refund to any Customer all or any part of payments made by Customer, and Associate agrees to promptly reimburse WFG for its expenses in connection therewith. Associate further agrees to promptly repay WFG all commissions by Associate with respect to any refunds to Customers, and WFG is hereby authorized to deduct from any other commissions due or that may become due to Associate hereunder, the amount due WFG for any such expenses or commissions to be repaid by Associate.

**H.** Except as set forth above in Sections III.A. and III.F., Associate shall receive no other compensation of any kind whatsoever under this Agreement. Associate will not receive any fringe benefits under this Agreement whatsoever, including but not limited to insurance benefits, disability income, paid vacation, expense reimbursement or retirement benefits unless otherwise specifically provided for in this Agreement.

#### **IV. Term and Termination**

**A.** This Agreement shall continue in effect until Termination.

**B.** Upon the Termination of this Agreement, all commissions due to Associate prior to the effective date of Termination of this Agreement shall be paid by WFG to Associate within a reasonable period of time. Except which are for commissions which Associate may become entitled to receive if Associate becomes Vested in accordance with Section III.F. of this Agreement, which are subject to Divestiture as defined in the Glossary, no further compensation, other than the commissions earned as of the effective date of Associate's Termination, shall be payable to Associate under this Agreement after Termination. However, WFG shall have the right to offset against any commissions, any Debit Balance, indebtedness owed by Associate to WFG, or any charges WFG deems appropriate to be charged to Associate. Upon Termination of this Agreement, any Debit Balances then or thereafter outstanding, and any Debit Balances that may thereafter exist, shall without notice immediately become due and payable and shall bear interest at the highest rate permitted under applicable law until paid. Associate shall promptly surrender to WFG all books and records relating to WFG including but not limited to all applications and payments which Associate may have in his/her possession or under his/her control at the time of Termination.

#### **V. Arbitration of Grievances**

The Parties agree that, except as specifically provided to the contrary in this Agreement, any Grievance shall be resolved exclusively by Good Faith Arbitration.

#### **VI. Extraordinary Relief**

The Associate acknowledges that WFG would suffer extremely costly and irreparable harm, loss and damage if any of the provisions of this Agreement are violated by the Associate. The Associate agrees that WFG shall be entitled to seek Extraordinary Relief to temporarily enjoin violations by the Associate of this Agreement and that WFG may seek Extraordinary Relief in the federal and state courts of the State of Georgia, in any court of competent jurisdiction outside the State of Georgia, as well as in Good Faith Arbitration and if justice requires, in more than one of them, all without having to first comply with the requirements of Article V. The specifics of this Article VI shall not be deemed to preclude or narrow the judicial or arbitral powers regarding Extraordinary Relief.

#### **VII. Associate's Promise to Indemnify and Assign**

**A.** The Associate agrees to indemnify and hold harmless, from and against any and all Indemnified Losses which are incurred, sustained, suffered, or assessed against the Indemnified Party, or all or any combination thereof, because of, arising out of or as a result of any acts or omissions, including but not limited to a breach of Section II.N. or any breach of Associate's contract(s) with Product Providers, by the Associate and also any of Associate's Downline Associates. The Indemnified Party shall be entitled to use counsel of its own choosing, shall be entitled to determine the validity of the Indemnified Loss and shall not be required to notify the Associate of the existence or progress of any claims or Indemnified Loss as a condition precedent to requiring payment by the Associate to the Indemnified Party for an Indemnified Loss.

**B.** To secure the Associate's promise of indemnification and the Associate's obligation to repay his/her Debit Balance or his/her Downline Associates' Debit Balances, the Associate hereby assigns to WFG, and grants, and agrees to, from time to time, execute any additional instruments or documents necessary to perfect, a continuing security interest to WFG in, all commissions (or advances thereon) otherwise payable to the Associate by WFG, to the extent necessary to satisfy WFG for any such Indemnified Loss or any such Debit Balance obligations. This assignment is given to WFG to secure the Associate's obligations as set forth above and elsewhere in this Agreement. WFG has the right to withhold commissions in connection with this indemnity.

#### **VIII. Representations and Warranties**

**A.** The Associate expressly represents and warrants that the Associate has the authority to enter into this Agreement and that the Associate is not and will not, by virtue of entering into this Agreement and consummating the transactions contemplated hereby, or otherwise, be in breach of, violate, or interfere with, any other contract, agreement, or business relations which the Associate has or had with any third party, company, agency, association, firm, person, corporation, or other entity.

**B.** Associate has not engaged in nor will engage in any business practice or behavior nor has taken nor will take any action which has or will result in any violation of any restrictions or covenants to which the Associate is subject pursuant to any agreement to which the Associate was heretofore a party.

## IX. Miscellaneous

**A.** All capitalized terms used but not otherwise defined herein shall have the meaning set forth in that certain Glossary and Explanation of Terms published by WFG and in effect as of the date of this Agreement, a copy of which Associate acknowledges receipt. The Glossary and Explanation of Terms are contractual supplements to this Agreement that are binding on the Associate and by this reference are made part of this Agreement. Any changes to the Glossary and Explanation of Terms shall be effective as of the date of general publication by WFG.

**B.** If any term of this Agreement controverts the express, or in the opinion of WFG's counsel, the intended provisions of any applicable regulatory authority or court decision, then said term shall be governed by said regulatory provision or decision and the subject term of this Agreement shall be deemed automatically amended or deleted as the case pertains. Should such amendment or deletion materially affect the substance of this Agreement, this Agreement shall be subject to immediate termination upon written notice to the other party.

**C.** The Associate understands that the eligibility requirements for the sales position designations of, "Qualified Marketing Director", "Senior Marketing Director", "National Marketing Director", "Executive Marketing Director", "CEO", and otherwise, as well as the obligations that are imposed upon the Associate in such positions shall be as are published from time to time and that said requirements may be changed from time to time, by WFG, and that such designations are within the sole discretion of WFG.

**D.** All notices or demands hereunder shall be sent either by certified mail, return receipt requested, postage and certified fees prepaid, electronic mail or by overnight courier service, addressed as follows: if to WFG, addressed to Administrator of Contracts, World Financial Group, Inc. at its then principal home office address; if to an officer, director or employee of WFG, then addressed to that person c/o World Financial Group, Inc.; and if to the Associate, addressed to him/her at the address which appears on the first page of the WFG License Application Package. For purposes of this Agreement, the Associate shall maintain only one address at a time (the "Associate's Principal Address"), and shall immediately notify WFG of any change in the Associate's Principal Address.

**E.** This Agreement is not a franchise agreement and does not create a franchise relationship between WFG and Associate and if any provision of this Agreement is deemed to create a franchise between the parties, then those provisions shall be deemed void and unenforceable and shall not impact the validity of any other provision(s) of this Agreement.

**F.** The failure or delay by any party to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms hereof. Any waiver must be in writing and signed by the party granting the waiver. Any waiver granted by WFG must be signed by an officer designated by the President of WFG.

**G.** Titles and headings of sections and subsections of this Agreement are for convenience and are not intended to encompass all of the provisions therein or to interpret such provisions.

**H.** If any part, section, clause, paragraph, term or provision of this Agreement shall be found to be void or unenforceable by any court or arbitration of competent jurisdiction, such finding shall have no effect upon any other part, section, clause, paragraph, term or provision of this Agreement.

**I.** The Associate may not assign any rights or delegate any duties under this Agreement except as expressly provided herein. WFG may, from time to time, desire to assign to its affiliates or others all or a part of its rights and obligations hereunder (a "future assignment"); and the Associate consents and agrees to any such future assignment and agrees that, after any such future assignment, WFG shall be released from all obligations and liabilities so assigned, so long as such obligations and liabilities are assumed by the assignee.

**J.** If any Party hereto commences an action or arbitration to enforce any of the provisions hereof, the prevailing Party in such action shall be entitled to an award of its reasonable attorneys' fees and all costs and expenses incurred in connection therewith.

**K.** This Agreement, including the Glossary and Explanation of Terms and any Associate Agreement Rules constitutes the entire agreement and understanding between the parties hereto, unless another agreement is executed simultaneously with or subsequent to this Agreement by the parties which makes specific reference to this Agreement and expressly supplements or modifies this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon WFG unless in writing and signed by an officer designated by the President of WFG.

**L.** Since the parties acknowledge that significant aspects of performance of this Agreement will occur in the State of Georgia, even though the business activities of the Associate may occur anywhere authorized, provisions of this Agreement (other than the provisions pertaining to the Covenants and Article II, Section N, as to which the parties do not specify an agreed upon choice of law) will be governed and construed under the laws of Georgia. If conflict or choice of law rules would choose a law of another jurisdiction, each party waives such rules and agrees (other than with respect to the Covenants and Article II, Section N) the substantive law of Georgia shall nonetheless govern. The parties agree that, without waiver of their rights and obligations under Section V, unless expressly provided to the contrary in this Agreement, the state and federal courts of Georgia shall have exclusive jurisdiction of any litigation between the parties and the Associate expressly submits to the jurisdiction and venue of the federal and state courts sitting in Gwinnett County, Georgia or Cobb County, Georgia with respect to any such litigation.

**M.** The Associate agrees that WFG shall have the right to run credit, employment and other financial and background investigations on the Associate at any time WFG deems useful, whether such investigation is conducted by WFG or by an outside service or third party. The Associate consents to such investigations and consents to the disclosure by any person or entity to WFG of any financial, background and employment information conducted by WFG or by an outside service or third party.

**N.** As a condition to becoming a member of World Financial Group, the Associate is not required to purchase any of the Products and Services and is not required to pay WFG or the Product Providers any consideration except for the administrative fee to process his/her application for membership. Further, the Associate is not required to enter into any contract with WFG or the Product Providers in order to purchase any Products and Services.

O. The Associate irrevocably consents to and forever authorizes the use by WFG or anyone authorized by WFG, its legal representatives or assigns, the absolute and unqualified right to use all photographs in which the Associate has appeared for WFG and reproductions thereof, in which the Associate has been included in whole or part, made through any media without inspection or approval of the finished product or use to which it may be applied, in any manner WFG may desire, factually or fictionally, including the right to make adaptations of said material of every and any kind and character. For such purpose WFG may adopt, arrange, change, dramatize, make musical versions of, interpolate in, transpose, add to, and subtract from such photographs and reproductions to such extent as WFG, in its sole discretion, may desire, and in any language; and, further to obtain copyright in all countries on such use by WFG of such material in any form and upon any and all adaptations thereof to renew such copyrights. The Associate releases and discharges WFG, its assigns, agents, or licensees from any and all claims and demands that the Associate may have, which arise out of or in connection with the use of such photographs or reproductions, including but not limited to, any and all claims of libel, slander, and invasion of privacy. The Associate further releases WFG, its assigns, agents, or licensees from any liability of alterations, optical illusion or faulty mechanical reproduction. The Associate is over eighteen years of age and has read the above authorization and release prior to its execution.

The Associate hereby elects to be: a Dedicated member \_\_\_\_\_ or a Non-Dedicated member \_\_\_\_\_  
(Choose one and initial) (please initial) (please initial)

**ASSOCIATE:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**WORLD FINANCIAL GROUP, INC.,**

By  \_\_\_\_\_  
JOE DI PAOLA

# World Financial Group, Inc.

## GLOSSARY AND EXPLANATION OF TERMS

The following sections (“Sections”) define and explain additional terms which apply to and are part of the Associate’s Associate Membership Agreement (“Agreement”).

**A. “Advance Commissions”.** Any monies that may be paid to Associate as an advance against Associate’s commissions, or Associate’s Override Compensation, either or both of which are yet to be earned, that may become due and payable by WFG.

**B. “Associate Agreement Guidelines” and “Associate Agreement Rules”.** Associate Agreement Guidelines are those guidelines published from time to time by WFG to associates containing sales position designations, performance standards, commission rates, and other matters affecting WFG associates’ compensation. Associate Agreement Rules are those rules published in writing from time to time by WFG to associates containing certain additional requirements imposed on WFG associates as part of their contractual relationship with WFG. Associate Agreement Guidelines and Rules are contractual supplements to this Agreement that are binding on the Associate and by this reference are made part of this Agreement. Associate Agreement Guidelines and Rules are not governed by the notice requirements of this Agreement; provided, however, that any changes set forth therein shall be effective as of the date of general publication.

**C. “Corporate People”.** Any and all of the officers, directors and employees of WFG, whether present or past and whether in their individual or their corporate capacities.

**D. “Covenants”.** Those covenants set forth below in this Section D.

1. Valuable Assets of WFG. The Associate understands and acknowledges that WFG has developed, through the expenditure of considerable sums of monies, and owns, the following valuable, special and unique assets: i) a competent network of contractually affiliated sales associates/representatives, which representatives are located throughout the United States, and certain of its Territories, but are and have been organized and trained, with the result that WFG is a highly effective marketing organization; ii) a lasting and sophisticated relationship with the Product Providers; and iii) the Customers particularly insofar as WFG receives its primary compensation from sales of Products and Services to such Customers. The Associate understands and acknowledges that the commissions the Associate earns from the sale of Products and Services constitute, in part, compensation for producing the property rights of WFG in its network of contractually affiliated sales associates/representatives and in the Products and Services sold by the Associate or his/her Downline Associates and for the Associate’s agreement herein not to violate or interfere with such property rights and not to breach the covenants set forth below.

2. Customer Non-Replacement. Absent the issue of the then current suitability of the product for the Customer, the Associate covenants that he/she will not, at any time during the term of this Agreement, and for a period of two (2) years thereafter, directly or indirectly, individually or in concert with another, induce or attempt to induce any Customer to terminate, reduce coverage under or replace any of the Products and Services which have been sold by the Associate or his/her Downline Associates. In this Section D, the term “Customer” shall be limited during the two (2) year period after the Termination to those Customers i) to whom the Associate or his/her Downline Associates sold Products and Services; and ii) who reside, at the time of the inducement or attempted inducement, in the geographical area within fifty (50) miles of the location of the Associate’s office(s) during the eighteen (18) month period preceding Termination of this Agreement. The Associate understands and acknowledges that this Section D(2) is not a non-solicitation covenant; it is a non-replacement covenant. For purposes of this Agreement the Associate’s office shall mean that office or offices from which the Associate, during the eighteen (18) month period preceding Termination of the Agreement, conducted his/her business operations as an associate of WFG. The Associate agrees and acknowledges that a breach of the Associate’s promise in this Section D(2) would constitute wrongful interference with contractual rights of WFG.

3. Associate Non-Recruitment. The Associate covenants that he/she will not, at any time during the term of this Agreement, and for a period of two (2) years thereafter, directly or indirectly: i) induce or attempt to induce any person who is contractually affiliated with WFG as an associate or in other capacity, or any member of WFG’s administrative staff, to terminate their relationship with WFG; or ii) hire, induce or attempt to hire or induce any such persons to sell or solicit products and services which are competitive with the Products and Services for any person or entity other than WFG. The Associate’s covenants in the preceding sentence are limited and only apply with respect to any person that resided in or engaged in business activities in the geographic area within fifty (50) miles of the location of the Associate’s office(s) during the eighteen (18) month period preceding Termination of this Agreement. The Associate acknowledges that any violation of this Section D(3) by the Associate with respect to any member of WFG’s network of contractually affiliated sales associates/representatives constitutes wrongful interference with WFG’s contractual relationship with such persons and with WFG’s and the Product Providers’ administrative staffs.

4. Non-Disclosure Covenant. The Associate will not use, disseminate or reveal, other than on behalf of WFG as authorized by WFG or the Product Providers, while this Agreement is in force, or within two (2) years after Termination of this Agreement, any confidential information or trade secrets of WFG or of the Product Providers, which the Associate has or hereafter receives, including any Customer or list of WFG associates, whether obtained from WFG or any other person, or compiled by or on behalf of the Associate; provided, however, that confidential information does not include information which becomes generally available to the public other than as a result of disclosure by the Associate or any member of WFG’s network of contractually affiliated sales associates. The Associate agrees that immediately upon the Termination of this Agreement he/she will return all documents, files and lists containing any confidential information or trade secrets to WFG and the same shall not be copied or duplicated. For purposes of this Agreement the term “confidential information” means any and all confidential and proprietary data and information created by or belonging to WFG which has value to and are not generally known by the competitors or potential competitors of WFG now or hereafter acquired or disclosed to the Associate.

5. Non-Solicitation. The Associate shall not, at any time during the term of this Agreement, directly or indirectly, individually or in concert with another, solicit or attempt to solicit, induce or attempt to induce any member of WFG's network of contractually affiliated sales associates/representatives to purchase any products and services other than the Products and Services.

6. Covenants of Other Associates and Harm to WFG. The Associate acknowledges that all members of WFG's network of contractually affiliated sales associates/representatives have executed agreements with WFG containing covenants identical or similar to the Covenants and that any act by the Associate to induce or attempt to induce any member to breach any portion of his/her agreement with WFG would constitute wrongful interference with the contractual rights of WFG with such member. The Associate acknowledges that WFG would suffer extremely costly and irreparable harm, loss and damage if, during the term of the Covenants, the Associate should violate any of said Covenants.

7. Equitable Relief. The Associate acknowledges and agrees that, in the event that he/she were to violate or threaten to violate any of the Covenants, WFG's recovery of damages would be inadequate to protect WFG. Accordingly, the Associate agrees that, in the event of a violation, actual or threatened, of any such Covenants, WFG shall be entitled to injunctive relief and specific performance, notwithstanding any other provision of this Agreement to the contrary. The Associate acknowledges and agrees that injunctive relief and specific performance are appropriate and necessary in the event of a violation, actual or threatened, of such covenants because there may be no adequate remedy at law for violation of any of such Covenants in that, among other reasons, the property rights of WFG which are protected by such covenants are unique assets which cannot be readily replaced in any reasonable period of time or in any other way adequately protected.

8. Reasonableness and Severability. The Associate acknowledges that the Covenants do not restrict the geographic areas in which the Associate may have Downline Associates and in which the Associate or such Downline Associates may solicit for the sale of Products and Services and that members of WFG's network of contractually affiliated sales associates/representatives frequently share offices with and have access to Customer information of other members, whether or not in the Associate's hierarchy. Accordingly, the Associate acknowledges and agrees that the Covenants would be reasonable even with a much broader geographical limitation. The Associate understands that these Covenants constitute consideration for all post-termination accrual or payment of any commissions, including Override Compensation. The Associate agrees that the Covenants are reasonable as to the Associate and necessary to protect the interest of WFG and that WFG would not associate with the Associate unless he/she entered into these Covenants. The Covenants and the acknowledgments and agreements contained in this Section D are severable and separate, and should a court determine any covenant or portion thereof to be unenforceable, it shall not affect the validity of any other paragraph of this Agreement or portion thereof. The Covenants and the acknowledgments and agreements in this Section D shall be construed as independent of any other provision in this Agreement, except (notwithstanding Article IX(G)) accrual and payment of commissions and Override Compensation. The existence of any other claim or cause of action of the Associate, whether predicated on this Agreement or otherwise, shall not constitute a defense to these Covenants or the acknowledgments.

9. Collateral Consequences. In addition to the rights WFG has to enforce the Covenants, the Associate agrees and understands that in the event of any breach by him/her of any of the Covenants or the provisions of this Section D, whether during the term of or after the Termination of this Agreement, no further commissions shall accrue or be payable to Associate by WFG, or shall be accrued or paid to reduce any Debit Balance, and any Debit Balance shall thereafter be immediately due and payable by the Associate. Compliance with each of the Covenants is an express condition for the accrual, earning or payment of any commissions and Override Compensation by WFG and the parties do not intend for any payment provisions under this Agreement to be enforceable by the Associate independent of his/her observance of these Covenants.

E. "Customers". Any person, or entity, from whom any member solicits or attempts to solicit applications for Products and Services.

F. "Debit Balance". The balance remaining from time to time after subtracting the commissions and earned commissions actually earned but unpaid, which are due and payable by WFG to Associate, from any money and value owed (regardless of whether it is then due or not) by Associate to WFG, including but not limited to expenses; license fees; commissions, and expenses that Associate is required to refund to WFG because of Customer cancellations, rights of withdrawal, non-renewals, terminations, lapses or otherwise; Advance Commissions; Debit Balances of Associate's Downline Associate(s); expenses and fees incurred by WFG in attempting to register prospective Downline Associates of Associate; WFG claims for indemnification against Associate; and other claims by WFG against Associate; and any and all money and value which may be paid, advanced, or credited by or on behalf of WFG, to, or for the benefit of, Associate.

G. "Divestiture". Notwithstanding anything in this Agreement to the contrary, the Associate forfeits his/her right to receive commissions if the Associate's Termination is "with Cause." Further, should Associate's Termination be with "without cause" but Associate subsequently violates or fails to comply with any promise, obligation, covenant, warranty or representation contained in this Agreement or in any Associate Agreement Guideline or Rule which survives the Termination of this Agreement, such violation or failure will result in the automatic forfeiture by Associate. Divestiture is at the sole discretion of WFG.

H. "Downline Associate". Any associate of WFG upon whose sales, fees or revenue production Associate is entitled to earn Override Compensation.

I. "Good Faith Arbitration". The procedures set forth in this Section I to resolve all Grievances, unresolved in the normal course of business, to the extent that any Party wishes to pursue the matter further.

1. General. All Grievances shall be resolved by Good Faith Arbitration in accordance with the Rules, except that, or in addition to such Rules: i) in order to assure neutrality and impartiality of the arbitrator(s), and to preserve the confidentiality of proprietary information, the arbitrator(s) shall not be any present or past owner, officer, director, employee, consultant, associate, agent, registered representative, attorney or other representative of any insurance company, insurance broker or insurance agency, securities broker, securities dealer or mortgage company, investment advisor, or of any affiliate of any of them; ii) the Parties may be entitled to such discovery and protective orders as provided herein; iii) the locale where the arbitration shall be held is the principal head office of WFG in Duluth, Georgia or, if that location is not convenient for all Parties, they shall try to devise a way so that it is convenient, or if that location cannot be made convenient, at such other place as the Parties may agree, or, if they cannot agree, then as may be set by the Rules, as the case may be; iv) a transcript shall be made on the proceeding; and v) the arbitrator's(s') award shall state their findings of fact and conclusions of law.

2. Judicial Review of Award. The award, including such findings and conclusions may be reviewed, vacated, modified or corrected upon application or petition of any Party brought within thirty (30) days after the date of the award, by a court of competent jurisdiction, provided that in addition to the grounds stated in applicable law or statute, the court may also vacate, modify or correct the award if the conclusions of law are contrary to law, or if the findings of fact are not supported by the facts (as determined by whether there was any pertinent and material evidence to support the findings). Otherwise, or in compliance with the court's review, the decision of the arbitrator(s) shall be final and binding. Judgment upon the award rendered by the arbitrator(s), or judgment upon the award as reviewed by the court, may be entered in any court having jurisdiction thereof.

3. Discovery, Protective Orders. Discovery (in the form of production of documents and depositions) of evidence pertinent and material to the Grievance, may be ordered by the arbitrator(s). The discovery shall be on such terms and at such times and locations as ordered by the arbitrator(s) and their orders may be enforced by courts of competent jurisdiction. In connection with all discovery and hearings regarding Good Faith Arbitration, the Arbitrator(s) shall have the power to enter such protective orders as are proper under the circumstances, and the protective orders may be enforced by courts of competent jurisdiction.

4. Waiver of Litigation. The Parties acknowledge and agree that, except as specifically provided to the contrary in this Agreement, this Section I is and shall be the Parties' exclusive remedy for any Grievance arising out of or relating to this Agreement, or the breach thereof. It is the intent of the Parties that, except as specifically provided to the contrary in this Agreement, to the fullest extent allowed by law all Grievances, including any claims or defense (whether created or governed by federal, state or local law, rule or regulation) shall be resolved in an arbitral rather than a judicial forum. It is understood by the Parties that it is to their mutual benefit to submit Grievances that they are unable to resolve themselves for resolution by a neutral referee in an arbitral rather than a judicial forum. Those Parties recognize that by choosing Good Faith Arbitration as the mechanism for resolving Grievances, each Party expects to ensure a more expeditious and economical resolution of their Grievances than is available in most cases in a judicial forum. Accordingly, except as specifically provided to the contrary in this Agreement, the Parties expressly waive the right to litigate in a judicial forum all Grievances and waive the right to trial by jury. The Parties further agree that the findings of fact issued by the arbitrator(s), as reviewed, if applicable, shall be binding on them in any subsequent arbitration, litigation or other proceeding.

5. No Condition Precedent to Action and Power of Arbitrators. Anything herein or elsewhere contained to the contrary notwithstanding, WFG shall not be required to negotiate, arbitrate or litigate as a condition precedent to taking any action under this Agreement. The Parties expressly authorize the arbitrator(s) to fashion and award any type of remedy that could be awarded by a court, including such equitable or extraordinary remedies as temporary and permanent injunctive relief.

6. Extraordinary Relief. The Parties agree that WFG has the right to seek preliminary and temporary restraining orders, injunctions and other extraordinary relief (such orders, injunctions and other relief referred to as "Extraordinary Relief") under Article VI of this Agreement without complying with Article V of the Agreement or this Section I. Without limitation, the Parties agree that the requirements for Good Faith Arbitration under Article V of the Agreement or this Section do not preclude WFG from seeking in an arbitral or in a judicial forum, or in both, Extraordinary Relief to protect its rights under Article VI of the Agreement. Neither Article V of the Agreement or this Section I shall be deemed to preclude or narrow the judicial or arbitral powers regarding Extraordinary Relief.

7. Statute of Limitations. Unless otherwise tolled or satisfied with respect to Good Faith Arbitration, a demand for arbitration must be filed under the Rules within the time prescribed by the applicable statutes of limitations.

8. Beneficiaries. The Associate and WFG intend and agree that all of the Corporate People shall be Beneficiaries of all of the provisions of this Section I and that as Beneficiaries and as Parties, they, or any of them shall have the right to enforce all provisions of this Section I to the same extent as WFG and the Associate.

J. "Grievance". Any controversy, claim or dispute arising out of or relating to this Agreement, between the Associate, on the one part, and WFG and/or any of the Corporate People, or any of them, on the other part.

K. "Indemnified Losses". Any and all liability, claims, demands, proceedings, obligations, assessments, loss, cost, damage and expense, of any nature whatsoever, contingent or otherwise (including, without limitation, any and all judgments, decrees, equitable relief, extraordinary relief, settlements, awards, attorney's fees, court costs, punitive damage and arbitration costs including arbitrators' fees).

L. "Indemnified Party". WFG including the WFG Affiliates and the Corporate People.

M. "Override Compensation". Those commissions that are earned by an associate from sales of Products and Services made by other WFG associates and those commissions that are earned by an associate from sales of products and services made by sales representatives or contractors, in accordance with commission schedules, rules and regulations issued by WFG from time to time. Override Compensation is earned only by the faithful performance of Associate's obligations under this Agreement, including, but not limited to, those obligations relating to Associate's Downline Associates.

N. "Parties". WFG, the Associate and the Corporate People.

O. "Product Providers". Those companies with whom WFG has established a contractual relationship authorizing associates of WFG to solicit sales of Products and Services for such companies.

P. "Products and Services". Those products and services selected, approved and designated from time to time by WFG for which Associate may solicit applications.

**Q. “Prohibited Actions”.** Associate is prohibited from, and agrees that Associate shall not: i) collect from Customers, in payment of the purchase of Products and Services, cash, or checks made payable other than to the appropriate Product Provider, custodian bank or transfer agent relating to such purchases, all as designated by WFG; ii) offer to sell any products and services unless such are Products and Services, except as otherwise expressly set forth in this Agreement; iii) offer or sell any Products and Services unless there exists at the time of such offer or sale an effective agreement between WFG and the Product Provider, if any, making available such services; iv) make, alter or discharge on behalf of WFG any contract or investment, or waive any provision other than in strict compliance with the terms and conditions of all applicable laws and in accordance with this Agreement and the procedures, manuals, guidelines, rules and regulations with this Agreement and of WFG; or v) make any misrepresentation, or improperly induce a Customer to purchase Products and Services.

**R. “Roll Up”.** The transfer, with recourse, of the Debit Balance of a Downline Associate to that Downline Associate’s above Upline Associates. The term Roll Up includes the transfer, with recourse, from a Downline Associate to Associate, and also from Associate to Upline Associates. The formula and procedure for “Roll Ups” are more specifically set out in Associate Agreement Rules.

**S. “Rules”.** Where required to be applied, the Commercial Arbitration Rules of the American Arbitration Association, as in effect at the time of the occurrence of any Grievance.

**T. “Termination”.** The occurrence of any of the following: i) the automatic termination, without notice, upon: the death of Associate; or the revocation, termination or non-renewal of any of the Associate’s licenses and registrations with any regulatory agencies; ii) the termination by Associate at any time, without any reason or any cause, effective upon the delivery of written notice to WFG, or iii) if Associate fails to achieve and/or maintain a personal commission level of \$2,000.00 or more for the first full calendar year of membership, or any calendar year thereafter, WFG shall have the right to terminate this Agreement, or iv) the termination by WFG at any time for “cause”, effective upon the delivery of written notice to Associate. For purposes of this Agreement, Associate agrees and acknowledges that any of the following will be “cause” for termination of this Agreement by WFG: Associate’s violation of any federal or state law or regulation; Associate becomes subject to sanctions or censure by any state or federal regulatory agency or body; Associate becomes temporarily or permanently enjoined from acting as a sales associate of WFG or conducting his/her business or performing any of his or her duties under this Agreement or from acting in any of the various capacities relating to the insurance or financial services business; Associate is censured, suspended or disciplined in respect to the violation of any law, rule, or regulation regarding the purchase or sale of any products and services, including the Products and Services; misappropriation or commingling of premiums or payments for any Products and Services; engaging in a fraudulent act or misrepresenting characteristics or benefits of the Products and Services; any interference with the collection of renewal premiums; Associate violates any law or regulation that governs the conduct of any part of Associate’s business; Associate is indicted or subject to trial for any crime involving moral turpitude; Associate breaches any provision of or fails to perform or observe any obligation under this Agreement or any other agreement that the Associate may have, now or hereafter, as a member of World Financial Group; Associate fails to timely discharge any monetary obligations to WFG; Associate engages in any activity which, in the sole opinion of WFG, may adversely affect the good name and reputation of WFG; Associate’s failure to comply with the procedures, manuals, rules, and regulations promulgated from time to time by WFG, including the Associate Agreement Rules; any false or incorrect statements made by Associate in any application to a regulatory authority; termination for any reason of any agreement between Associate and any or Product Provider; or the failure of Associate to comply with WFG’s annual compliance review and review procedure. At WFG’s discretion, instead of immediately terminating this Agreement, WFG may impose suspension of Associate’s benefits and rights and privileges, including suspension of rights to solicit for Products and Services and suspension and loss of commissions, and may impose other disciplinary action, without liability to Associate for loss or otherwise. Suspension or disciplinary action shall not in any way preclude or diminish WFG’s rights to terminate this Agreement at any time. In the event of termination of this Agreement by either party, WFG shall be entitled to notify the Product Providers to terminate the Associate’s contract(s) if any, with the Product Providers, and Associate acknowledges and agrees that neither WFG nor the Product Providers shall have any liability for any loss, damage or otherwise resulting from such termination by the Product Providers or notice from WFG.

**U. “Upline Associate”.** Any associate of WFG entitled to earn Override Compensation upon the sales activities of Associate.

**V. “Vested”.** The right of Associate to receive commissions and Override Compensation after Termination of this Agreement, unless and until Divestiture occurs. If Associate becomes Vested, then, in the event that this Agreement terminates due to Associate’s death, WFG shall pay the commissions and Override Compensation to Associate’s estate or, if specifically designated in writing by Associate, to Associate’s surviving spouse.

**W. “WFG Affiliate”.** Any legal entity which is under common control with WFG.



**WORLD FINANCIAL GROUP INSURANCE AGENCY, INC.  
TRANSAMERICA FINANCIAL ADVISORS, INC.**

**ASSOCIATE ACKNOWLEDGEMENT**

I am or will soon apply to become an insurance agent of the insurance agency World Financial Group Insurance Agency, Inc. (WFGIA) or its subsidiaries and possibly a registered representative of the broker-dealer Transamerica Financial Advisors, Inc. (TFA). I agree to comply with the Compliance Guidelines of WFGIA and TFA, including but not limited to the following:

Agents  
Initials:

\_\_\_\_\_ If I am applying to be registered with TFA, I am confirming that I have reviewed and will follow all applicable compliance and supervision procedures of Transamerica Financial Advisors, Inc. and the rules and requirements of the Financial Industry Regulatory Authority ("FINRA").

\_\_\_\_\_ I will not solicit sales of insurance policies or securities, directly or indirectly, and I will not supervise agents or representatives, unless and until I am fully and properly licensed and appointed.

\_\_\_\_\_ I will not represent to a customer, or train other agents to represent to a customer, that a variable life insurance policy or variable annuity or a subaccount of such a variable contract is a mutual fund. I will not so represent or train that the purchase of a variable contract or an allocation to a subaccount is a direct investment in a mutual fund. I will represent, as described in the applicable prospectus, that the subaccount of the variable contract, as allocated by the policyowner, invests in the shares of an underlying mutual fund. However, I understand that this is so because both a variable contract and a corresponding subaccount each have certain charges, loads, deductions, or expenses, as described in the prospectus that a mutual fund does not have. I understand that within this context I may discuss with a prospective purchaser the investment performance of the subaccount(s) of the variable product, the investment objective of the underlying portfolio(s), the suitability for the particular subaccounts of that customer, and other pertinent information the underlying mutual fund portfolio as described in the current policy prospectus and/or portfolio prospectus.

\_\_\_\_\_ Upon approval from WFGIA, I will obtain copies of the applicable life insurance and/or annuity replacement procedures and forms, if any, required under the insurance laws of the state(s) in which I have an insurance agent license. I will review them and will comply with them. I will also truthfully and fully complete the information called for on a life insurance or annuity application and agent's statement regarding replacements. I understand that under state insurance laws, "replacement" generally may include the purchase of a new policy where it is known or should be known to the proposing agent that, by reason of the new policy, an existing policy has been or is to be lapsed, forfeited, surrendered, terminated, reduced, or borrowed against.

\_\_\_\_\_ I will deliver, at time of solicitation, the applicable current prospectus for the variable policy and underlying mutual funds.

\_\_\_\_\_ I will promptly deliver all policies and promptly remit all premiums.

\_\_\_\_\_ I will not use or provide any policy illustrations except those expressly authorized by the applicable life insurance company, WFGIA and TFA. I understand that illustrations of a life insurance policy are based on hypothetical rates, and variable life hypothetical illustrations do not represent past or future investment results. I agree I will not use or represent such policy illustrations except as authorized by the life insurance company, WFGIA and TFA.

\_\_\_\_\_ I understand that I must complete WFG-sponsored course(s), to include "Anti-Money Laundering", either prior to obtaining a provider company appointment or within 120 days upon submitting paperwork to a product provider requesting an appointment. I further understand this is a requirement that if not completed with WFG must be completed prior to approval with TFA.

\_\_\_\_\_  
Signature of Associate

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Signature of Upline Associate

\_\_\_\_\_  
Date

(Upline agent should make two copies, one to keep on file and one for the associate's files.)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

<b>Social security number</b>											
				-			-				
<b>Employer identification number</b>											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



World Financial Group, Inc. (WFG) is a financial services marketing company whose affiliates offer life insurance and a broad array of financial products and services. Securities are offered through Transamerica Financial Advisors, Inc. (TFA), Member FINRA/SIPC.

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