

# Symetra Life Insurance Company

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

New Agent Name: \_\_\_\_\_

Commission Level: \_\_\_\_\_

Recruiting Agent/Codes: \_\_\_\_\_

Annualization: \_\_\_Yes \_\_\_No

(If not marked, agent will be setup on As Earned.)

Appointment(s) Requested: \_\_\_\_\_

Are New Business Applications Included In This Package? \_\_\_Yes \_\_\_No

Name(s) of Proposed Insured: \_\_\_\_\_

**NOTE: If EFT information is not provided or incomplete, the agent/agency will be setup on a quarterly paper check.**

**STOP! All Contracts Must Be Sent To Your Upline For Submission**

**Please list all members of this agent/agency's hierarchy**  
(All Agents/Agencies receiving overrides **MUST BE LISTED** BELOW!!)

**Agent/Agency Name**

**Agent/Agency Code**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please fax completed contracts to (916) 676-2888 or (916) 676-2912.

# Symetra Life Insurance Company Sales Agreement For Fixed Products

This sales agreement ("Agreement") is executed by the undersigned party(ies) (hereinafter collectively called "Agency") and Symetra Life Insurance Company (hereinafter called "Company" ). If more than one agency is listed below, any reference in this Agreement to "Agency" shall be deemed to refer to the appropriate Agency as the context requires. It shall consist of this page and the pages identified by the following form numbers:

This Agreement supersedes all previous agreements between Company and Agency. (If Agency has a previous agreement covering products different than that in this Agreement, those product commission schedules are included in this Agreement).

Agency is responsible for ensuring that no business is solicited until the effective date of this Agreement.

THIS AGREEMENT MAY BE CANCELED OR MODIFIED BY THE COMPANY AT ANY TIME BY GIVING  
THE AGENCY PRIOR WRITTEN NOTICE TO THAT EFFECT

**Signature:** \_\_\_\_\_  
(Agency Principal or Authorized Officer)

Signatory Name: \_\_\_\_\_

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

Agency Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Pat McCormick**  
**Senior Vice President**  
**Symetra Life Insurance Company**  
**P.O. Box 34690**  
**Seattle, WA 98124-1690**

Effective Date: \_\_\_\_\_  
(To be filled in by Symetra Personnel)

Symetra Stat Number: \_\_\_\_\_  
(To be filled in by Symetra Personnel)

IMO: \_\_\_\_\_

**Symetra Life Insurance Company  
Terms and Conditions**

<b>General</b>
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1. Values Statement

The Company has a history, tradition and reputation for high ethical standards. Agency agrees to adhere to the Values Statement, will avoid conflicts of interest, and will comply with all applicable laws.

Agency shall:

- a. Act with integrity, which includes being honest with customers and Company.
- b. Understand Company's customers' financial and insurance objectives and satisfy those objectives with suitable financial and insurance products and first-rate service.
- c. Provide clear and accurate advertising and sales materials to Company customers.
- d. Help resolve customers complaints and disputes fairly and promptly.
- e. Take appropriate actions, including having adequate supervision, to comply with applicable laws.
- f. Compete actively and fairly so as to provide customers with needed services and products at reasonable prices.

2. Confidentiality

Company may furnish Agency with personal customer information that is non-public and confidential in nature. Except as required in order to perform its obligations and duties under this Agreement, to perform joint marketing efforts with Company, or as permitted by law, Agency shall not use or disclose such non-public or confidential information received from Company.

Agency will maintain and enforce safety and physical security procedures with respect to its access and maintenance of personal customer information that provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access. Agency will notify Company of any breach of security and use diligent efforts to remedy any breach of security or unauthorized access in a timely manner. Agency agrees to cooperate with the Company's efforts to remedy any breach of security or unauthorized access.

3. Company agrees that during the term of this Agreement and following its termination, Company shall not solicit any customer of Agency who purchases any product from the Company under this Agreement for any additional product or service without Agency's prior written consent; provided, however, that Company may offer additional products or services to any such customers who become a customer of the Company through another agency relationship.

4. Status and Authority of Agency

- a. Agency is an independent contractor, not an employee of Company, which has retained its right to exercise exclusive and independent control of its time, energy and skill in the conduct of its business.
- b. Agency is authorized to solicit applications for those life and health insurance products issued by the Company that are listed on the attached agency agreement pages; and to collect initial policy premiums and account deposits, and such other premiums as may be specifically authorized by the Company.

5. Agency has no authority to:

- a. Make, alter or discharge any policy;
- b. Extend the time for payment of premiums;
- c. Waive or extend any policy provision;
- d. Incur any liability or expense on behalf of Company;
- e. Receive any money due or to become due to Company except initial policy premiums and account deposits and other such premiums as may be specifically authorized by the Company.

6. Agency shall promptly submit applications and remit premiums and deposits to Company at its Home Office, 777 108<sup>th</sup> Ave NE, Suite 1200, Bellevue, WA 98004.

7. Agency shall be responsible to Company for the fidelity and acts of Agency representatives. Agency is responsible for ensuring that no business is solicited by any representative until that representative is authorized to represent the Company according to the applicable state regulations and after the Agreement effective date. Compensation is earned on premiums received after the Agency is appointed with the Company.

8. Agency shall not pay or allow, or offer to allow, as an inducement to any person to insure or enroll, any illegal rebate of premium or other consideration due, or any other inducement not specified in the policy; nor make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder in any other company to lapse, forfeit or surrender insurance.
9. Agency shall not use any sales material, illustrations or advertisement in which Company is identified, unless the written consent of Company is obtained.
10. Without liability to the Agency, the Company may withdraw from doing business in any jurisdiction, and may at its discretion withdraw, substitute, add or change rates on any plan or plans.

### **Suitability**

Agency shall be primarily responsible for the suitability of Company product sales by Agency representatives under all applicable state and federal laws, rules and regulations ("applicable laws"), and for the training, supervision and control of Agency representatives in connection with their solicitation activities regarding Company products. Agency shall do each of the following:

1. Provide or make provisions for providing training to Agency representatives regarding the sale of Company products, including but not limited to training on requirements regarding suitability, replacement and anti-money laundering.
2. Establish and maintain a system to supervise recommendations by Agency representatives to customers, which shall be reasonably designed to achieve compliance with all applicable laws.
3. Establish and maintain procedures for capturing customer information which enable the Agency to make its suitability determination in accordance with all applicable laws, and for assuring Agency's compliance with all applicable laws.
4. Maintain accurate records and conduct periodic reviews of its records to verify that Agency is in compliance with all applicable laws, and make such records available to Company at any reasonable time upon written request.
5. Submit to Company a certification signed by an officer of the Agency, at any reasonable time upon written request, which certifies that Agency has a reasonable basis to believe that it is in compliance with its policies and procedures and with all applicable laws.
6. Company shall have the right at its expense, upon reasonable notice to Agency, to audit Agency records and practices in order to determine whether the Agency is in compliance with its policies and procedures and with all applicable laws.

### **Complaints**

1. Agency and Company shall fully cooperate with each other, in the event of any regulatory inquiry or proceeding or any complaint. Agency must notify Company immediately if it becomes aware of a complaint. A complaint is defined as any communication, written or oral, received by Company, or its representatives, that expresses dissatisfaction relating to a Company policy or contract applied for, issued, or administered by Company, or that expresses dissatisfaction with an agent or other Company representative. An inquiry about an administrative or service request may or may not be a complaint.

### **Compensation**

1. Compensation will be paid to the Broker-of-Record in accordance with the most current Schedule(s) in effect at the time the business is approved by the Company. Agency shall be deemed Broker-of-Record as The right to receive compensation is conditioned on Agency's satisfactory service to customers and on Agency's continuing status as servicing agency, as determined by the Company.
2. Company may establish a reasonable minimum amount for compensation payments. If the amount due is less than such sum, the balance will be carried forward to the next payment date until the minimum amount is reached.

3. Undistributed compensation in the hands of Company and its affiliates may be applied at any time to and as an offset on any due and unpaid obligations of Agency to Company and its affiliates. If compensation owed by Agency to Company exceeds compensation payable to Agency, then Agency will immediately repay Company compensation owed to Company.
4. Neither this Agreement, nor any of the benefits to accrue hereunder, shall be assigned or transferred, either in whole or in part, without prior written consent of the Company.
5. Company at any time, by written notice to Agency may change the compensation allowed under this Agreement as to new business effective on or after the date of such notice.
6. If Company returns any portion of the premiums on a policy previously issued, Agency will pay to Company the compensation previously received with respect to the returned premiums. In addition, Agency will refund to Company compensation on canceled insurance, and on reductions in premiums, at the same rate as those on which compensation was originally received.
7. If the Broker-of Record/ Agency dies or dissolves while this Agreement is on force, Company will pay Broker-of-Record/ Agency's estate or designated beneficiary (a) any compensation due and owing to the Broker-of-Record/ Agency on the date of death or dissolution and (b) any compensation after the Broker-of-Record/ Agency's death or dissolution which would have been payable to the Broker-of-Record/ Agency under this Agreement on business that does not, in Company's reasonable opinion, require the on-going services of an insurance agent. Before paying said compensation, Company must receive legal written documentation regarding Broker-of-Record/ Agency's designated beneficiary as specified by Company.

## Termination

1. Commissions, sales fees, service fees and any other compensation payable after this Agreement has been terminated shall be as specified in the applicable schedules, subject to any offset on any due and unpaid obligation to the Company and affiliates. Payment of any compensation will be subject to all terms and conditions of the most current Schedule(s) in effect, regardless of whether such schedule(s) was part of the Agreement at the time of termination.
2. This Agreement may be terminated by the Company immediately for cause (except as set forth herein), in which event Agency shall forfeit any and all compensation accruing hereunder, if any of the following acts are committed by Agency or its representatives. For purposes of this Agreement, "for cause" shall mean:
  - a. Agency's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Agency;
  - b. Agency's criminal conduct;
  - c. Agency's material violation of applicable insurance laws and regulations;
  - d. Agency's doing any act which results in having the required license to act as an insurance agent or broker canceled by any state insurance department;
  - e. Agency's willfully misappropriating funds belonging to the Company;
  - f. Agency's committing any other fraudulent act against the Company or its policyholders;
  - g. A pattern of willful or intentional encouragement of Company customers to replace their Company products;  
or
  - h. A pattern of willful or intentional making of representations or doing acts injuring the business or reputation of the Company.

Notwithstanding the above, in the event of a default by a subagent of Agency under paragraphs e or f of this subsection, the Company shall give Agency written notice setting forth with specificity the details of the default. If Agency remedies the default within sixty (60) days, the Company shall not terminate this Agreement, or invoke any other sanctions against Agency. Provided further, in the event that Agency has made a bona fide effort to cure or remedy the breach within sixty (60) days, and Agency confirms such efforts and progress to the Company in writing, together with an explanation of Agency's good faith belief that Agency can cure or remedy such breach within a reasonable time thereafter, and if Company agrees, then Agency shall have a reasonable extension of time to cure or remedy said breach.

**THE FAILURE OF THE COMPANY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE COMPANY OF ANY SUCH PROVISION. THE PAST WAIVER OF A PROVISION BY THE COMPANY SHALL NOT CONSTITUTE A COURSE OF CONDUCT OR A WAIVER IN THE FUTURE OF THAT SAME PROVISION.**

**Symetra Life Insurance Company**  
**Sub-Agent Business Production Records Terms**

<b>Terms</b>
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Sub-Agent acknowledges that it is associated with one or more Company agencies that provide sales support and training to Sub-Agent (hereinafter the "Master Agency" and, if applicable, the "Managing Sub-Agent"), and that Master Agency and Managing Sub-Agent (if applicable) will receive additional compensation for sales made by Sub-Agent under this Agreement. Sub-Agent agrees that Master Agency and Managing Sub-Agent (if applicable) shall have access to Sub-Agent's business production records as maintained by the Company.

**THIS SCHEDULE MAY BE MODIFIED OR CANCELED BY COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.**

**Symetra Life Insurance Company**  
**Individual Life Policies**  
**Commission Schedule Terms and Conditions**

<b>Terms</b>
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1. Commissions are payable on premiums paid to the Company. Basic and Renewal commissions are vested and constitute full compensation to the designated writing agency. The writing agency will be paid all Basic and Renewal Commissions which are calculated according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract. There may be a maximum of two writing agencies per coverage. Basic and renewal commissions for any increase in coverage are paid to the writing agency of that increase. When the balance due is less than a reasonable minimum sum, established by the Company, payments may be paid only as the minimum amount is reached.
2. To change the writing agency, written consent from the current writing agency must be submitted to the Company's Home Office. The Company reserves the right through its Home Office to approve any such request and is not bound by such change until approved by the Company's Home Office. The new writing agency is subject to the provisions in this agreement. The Company assumes no responsibility for the validity of the change of writing agency and the Company is held harmless with regard to any amount paid by it to the new writing agency. Any change of writing agency must comply with all applicable state laws and regulations. For those policies identified in writing as a part of the change in writing agency, the future compensation and all past, present and future obligations are transferred to the new writing agency.
3. Service fees are payable on premiums paid to the Company. Such Service Fees constitute full compensation to the designated servicing agency. The service fee is calculated according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract. The servicing agency will be paid all the service fees. During the calendar years in which the Servicing Agency receives a minimum of \$1,000.00 in first year commission for Individual Life policies service fees will be paid. When the balance due is less than a reasonable minimum sum, established by the Company, payments may be paid only as the minimum amount is reached.
4. The servicing agency may be designated by the policyowner or by the writing agency at the time of policy issue. Changing to a new servicing agency requires written consent from the policyowner to be submitted to the Company's Home Office. The Company reserves the right through its Home Office to approve any such request and is not bound by such change until approved by the Company's Home Office. If the servicing agency is not specifically designated then the writing agency will be the servicing agency.
5. Trail commissions, if applicable, are vested and payable to the writing agency of the original base policy. These commissions are calculated according to Section 3 of the Commission Schedule Individual Life Policies Endorsement Form included in this contract. If trail commissions are earned they will be paid on the first commission statement following the policy anniversary.
6. The Company reserves the right to reduce compensation when the face amount exceeds the sum of the Company's retention limit plus automatic reinsurance coverage.
7. In event of a policy lapse a repayment to Symetra Life of the commission previously paid to Insurance Agency on such policy will be required and will be calculated as follows for Symetra Single Premium Permanent Life if included in your schedule:

100% commission charge back for 24 months for policy terminations other than death of the insured.
8. In addition to commission payable, the Company may award to the writing agency Annual First Year Premium (AFYP) production credit. AFYP is a measurement of production that is equal to the required first year premium on an annual payment mode. Net AFYP is the production credit issued by the Company on business written during the calendar year minus the production credited to policies that have lapsed during the year prior to their first renewal.
9. When a writing agency sells additional insurance riders commissions will be calculated and paid according to the Commission Schedule Individual Life Policies Endorsement Form included in this contract.

10. If this Agency Agreement is terminated, the commissions payable to the writing agency shall be limited to those payable as first year and renewal commissions at the rate provided in the Commission Schedule Individual Life Policies Endorsement Form in effect on the date of termination.
11. No Commissions or service fees will be paid with respect to:
  - a. Premiums which are waived under the terms of a policy;
  - b. Premiums for temporary extra rating for five years or less;
  - c. Premiums for a policy which is a conversion of group life or health insurance coverage; and
  - d. Premium paid by automatic premium loan.
12. When a conversion privilege is exercised, and the new policy is dated as of a current date, commissions will be calculated in accordance with the rules of the Company in effect at the time of such conversion. If the Company determines a policy replaces a policy previously issued by the Company on the same insured, the commission payable for the first year of insurance for the new policy will be calculated in accordance with the rules of the Company in effect at the time of such replacement.
13. If an Agency is terminated due to uncollectible outstanding agency commission debt, terms defined in section one above will be revoked and Basic and Renewal Commissions will no longer be vested.

<b>Conditions</b>
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1. Agency has no authority to deliver any policy unless the applicant therein is, at the time of delivery, in good health and insurable condition.
2. Notwithstanding any other provision of this agreement, regarding any policy listed in this agreement's Commission Schedule Individual Life Policy Endorsement, Agency shall not, to induce any person to insure with Company, pay or allow or offer any illegal rebate of premium or other consideration due and not specified in the policy.

**THIS ENDORSEMENT MAY BE MODIFIED OR CANCELED BY THE COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.**

**The provisions of this endorsement supersede any provisions of prior endorsements.**

**Agency is responsible for ensuring that no business is solicited by any representatives until that representative is authorized to represent the Company and this endorsement is in effect.**

**Symetra Life Insurance Company  
Individual Life Policies  
Annualized Commissions Endorsement**

**Payment**

Subject to Company requirements and the requirements of this endorsement, a portion of certain basic first-year commissions will be paid in advance of the date of receipt of premiums on which they are to be computed.

**Calculations**

1. The following schedule shall apply in computing the amount of basic first-year commission (including advances) to be paid for eligible policies:

Mode of Payment of First-Year Premium	Basic First-Year Commission (Including Advances) To Be Paid
Semi-Annual	2 X Commission on Minimum Semi-Annual Premium
Quarterly	3 X Commission on Minimum Quarterly Premium
EFT	9 X Commission on Minimum Monthly Premium

2. The Company will advance the lesser of the amount annualized according to the mode of payment listed above, or \$2,500 of basic first-year commission per eligible policy. At no time shall one contracted agency exceed an accumulated outstanding annualized balance of of 20 x \$2500.00.

**Obligations**

1. Agency agrees to pay Company, on demand, the amount of any advances hereunder then remaining unearned by Agency and/or any sub-Agency supervised by Agency.
2. As security for repayment, Agency grants Company a security interest in each of the following (hereafter collectively referred to as the "collateral"):
  - a. all assets of the Agency, now owned or hereafter acquired including, but not limited to, commissions;
  - b. rights to all future commissions due from Company and from each other insurer in the Symetra group of companies;
  - c. proprietary interest in insurance accounts, customer lists, accounts receivable, trade fixtures, office furniture, contract rights, business name and good will; and
  - d. proceeds from the sale or other disposition of items in (a), (b), or (c) above.

Agency authorizes Company, at any time it deems itself insecure, to receive and retain all such collateral until the advances have been repaid.

3. Upon termination of Agency Agreement, the commuted value of all future Life commissions, as determined by Company, may at the discretion of Company, be applied to offset advances owned by Agency and/or any sub-Agency supervised by Agency. Upon receiving written notice from Company that such action has been taken, Agency will immediately pay Company the balance of advances remaining unearned by Agency and/or any sub-Agency supervised by Agency.

<b>Exclusions</b>
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The following Individual Life policies are not eligible for annualized commission advances:

1. Any policy for which the mode of payment is changed to direct monthly during the first policy year.
2. Controlled Business. "Controlled Business" is defined as policies on the lives of principals or agents of Agency and/or any sub-Agency supervised by Agency, or Symetra employees and/or members of their immediate families. "Immediate Families" include spouses, parents, children, brothers and sisters. In addition, the Company reserves the right to determine by the life and/or lives insured whether or not business submitted is Controlled Business.

**THIS ENDORSEMENT MAY BE MODIFIED OR CANCELED BY THE COMPANY AT ANY TIME BY PROVIDING WRITTEN NOTICE.**

**Agency is responsible for ensuring that no business is solicited by any representatives until that representative is authorized to represent the Company and this endorsement is in effect.**



Please complete the following **Agency Application** to obtain a Symetra Life Insurance Company appointment. If you have any questions, please call: 1-800-210-1106, option 1

**Please fax the completed application to: 1-866-817-9751**

**1. General Information**

**IMO:**

Type of Appointment:

Agency Principal or Owner (please complete Section 2, 3, 4 and 5)

**2. Agency Information**

Licensed Entity Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Contact Person: \_\_\_\_\_

List Principals/Owners: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Principals email address: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Telephone Numbers (xxx-xxx-xxxx):

Business: \_\_\_\_\_ Fax: \_\_\_\_\_

Entity Email Address: \_\_\_\_\_ Entity URL: \_\_\_\_\_

Insurance License #: \_\_\_\_\_ State Issued: \_\_\_\_\_

List any non-resident appointments required: \_\_\_\_\_

**(Note: Symetra pays resident appointment fees only)**

Broker Dealer CRD #: \_\_\_\_\_

**3. Principal or Owner Information**

Mr.  Ms.  Mrs. Birth date (mm/dd/yyyy): \_\_\_\_\_ Social Security #: \_\_\_\_\_

Licensed Name: \_\_\_\_\_  
First Name Last Name MI

Other Names Known By Title Suffix

Home Address: Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Business Mailing: Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Business Location Address (if different than mailing address): Telephone Numbers (xxx-xxx-xxxx):  
 Street Address: \_\_\_\_\_ Business: \_\_\_\_\_  
 \_\_\_\_\_ Cell: \_\_\_\_\_  
 City: \_\_\_\_\_ Fax: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

Resident License #: \_\_\_\_\_ State Issued: \_\_\_\_\_

Non-resident appointments you require: \_\_\_\_\_

**(Note: Symetra pays resident appointment fees only)**

Registered Rep CRD #: \_\_\_\_\_ Check applicable series: Series 6  Series 7

**4. Compliance Information**

- 1. Has an errors and omissions claim been filed against you?  Yes  No
- 2. Within the past 10 years, has any life insurance company cancelled your contract or appointment for any reason other than production?  Yes  No
- 3. Other than minor traffic violations, have you ever been arrested or convicted?  Yes  No
- 4. Has your insurance license been suspended or revoked?  Yes  No
- 5. Has a complaint been filed against you with any insurance department of any state, the SEC, or NASD?  Yes  No
- 6. Have you ever declared bankruptcy?  Yes  No
- 7. Do you owe any money to a government regulatory body (e.g., tax lien, IRS)?  Yes  No
- 8. Are you involved in any current or pending litigation?  Yes  No
- 9. Are there any outstanding judgments or liens against you?  Yes  No
- 10. Do you have an unpaid commission account balance with any other insurance company?  Yes  No

**Additional Compliance Remarks:** \_\_\_\_\_

**Note:** Symetra Financial may perform an investigative search into an agent's credit and criminal history, as required by state and federal regulations. Do you agree to this?  Yes  No

OK & MN Agents – Do you want a copy of your background investigation?  Yes  No

**5. Commission Options (Complete if Agency Owner, Principal, or Individually Contracted Agent)**

Type of Commissions Requested:  EFT  Paper\* (\*Pay Frequency will be quarterly only)

EFT Frequency:  Weekly  Bi-Weekly  Monthly  Quarterly

Account Type:  Checking  Savings

Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_  
(Must be nine digits)

\_\_\_\_\_  
 Agency Principal/Owner Signature

\_\_\_\_\_  
 Date

## 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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <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 Line 1 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.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<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,

