

## **West Coast Life Contracting Instructions**

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

**Individual Contract** – a contract in which commissions get paid directly to an agents

- Business Background Questionnaire (Form # W7897) (Required)
- Independent Agent's Agreement (Form # W7964) (Required). Please **DO NOT** fill in the dates on the signature page. Agent/Principal signs page 5.
- Current Copy of your E&O Declaration Page (Required)
- Current copy of individual resident license. Non-resident licenses can be submitted with first piece of business to have WCL pay for the fee.
- Commission Direct Deposit (Form # WCL DIR DEP 01/03) (Required). Please include a legible copy of a voided check with the form.
- Online Commission Request Form (Required)
- W-9 Form (Required)

**Corporate Contract**- a contract in which all commissions get paid to the company and the company distributes commissions within.

- Business Background Questionnaire (Form # W7897) (Required)
- Independent Agent's Agreement (Form # W7964) (Required). Please **DO NOT** fill in the dates on the signature page. Agent/Principal signs page 5.
- Complete and sign the Solicitor's Appointment Request & Agreement of Conditions Form (W7966 01/04) (Required)
- Current Copy of your E&O Declaration Page (Required)
- Current copy of corporate and individual resident licenses. Non-resident licenses can be submitted with first piece of business to have WCL pay for the fee.
- Commission Direct Deposit (Form # WCL DIR DEP 01/03) (Required). Please include a legible copy of a voided check with the form.
- Online Commission Request Form (Required)
- W-9 Form (Required)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office. Please call for instructions on how to complete forms.

**Transfers** – The agent is currently allowed 2 active agent numbers. The compensation level of the second agent number must remain the same for a period of 6 months from the effective date of the second contract. ***Complete contracting forms are required for dual contracting.***

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**

**Please check one:**     Individual                     Partnership  Corporation                     Sole Proprietor  
**BACKGROUND QUESTIONNAIRE**

Name \_\_\_\_\_ Corporate Name \_\_\_\_\_  
 Writing Agent     Company Officer     Both                    (If applicable) \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Company Tax I.D. Number \_\_\_\_\_  
Residence Address \_\_\_\_\_ Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Residence Telephone (     ) \_\_\_\_\_ Business Telephone (     ) \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Spouse Name \_\_\_\_\_ Fax Number (     ) \_\_\_\_\_  
Email Address \_\_\_\_\_

**LICENSES/DESIGNATIONS**

**STATES WHICH YOU PLAN TO SOLICIT: (Submit a copy of a current license for each state indicated below)**

Resident License #: \_\_\_\_\_ State: \_\_\_\_\_  
List all states in which you plan to solicit: \_\_\_\_\_  
Circle appropriate designations/industry awards: CLU, ChFC, CFC, MDRI, NQA, Other: \_\_\_\_\_

**BUSINESS/PERSONAL EXPERIENCE**

Yes	No	
_____	_____	Have you ever, or do you currently represent West Coast Life Insurance Company?
_____	_____	Has any insurance company or securities broker-dealer ever terminated your contract other than for lack of production?
_____	_____	Do you have E & O coverage?
_____	_____	Have you ever had a claim filed against your E & O insurance coverage?
_____	_____	Have you ever been bankrupt or insolvent, either personally or in business?
_____	_____	Have you ever had any liens or judgments, either personally or in business?
_____	_____	Have you ever been investigated by any state insurance department or government agency?
_____	_____	Have you ever had an insurance license denied or revoked by a state or province?
_____	_____	Has a bonding company denied, paid out on, or revoked a bond for you?
_____	_____	Have you ever been convicted or plead guilty or no contest to a crime other than a misdemeanor?
_____	_____	Have you ever been on probation?
_____	_____	Are you now the subject of any complaint, investigation or proceeding that could result in a "Yes" answer to any of the above questions?

If any answer is "yes" to above questions, please provide complete explanation on separate paper and attach.

I certify that all statements are correct to the best of my knowledge. I understand that in compliance with the Federal Fair Credit Reporting Act (15 USC Section 1681, et sequellae), an investigative consumer report may be requested from a reporting agency to secure and provide information concerning my character, general characteristics, mode of living, and the accuracy of the statements made in this application. Subsequent investigative reports may be requested to update your file as needed. Upon written request, additional information as to the nature and scope of the report, if one is requested, will be provided.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# West Coast Life Insurance Company

## INDEPENDENT AGENT'S AGREEMENT

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The Company hereby appoints the Agent to represent the Company in those states and areas in which the Agent is properly licensed for procuring applications for life and health insurance and annuities.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products.

### AGENT-COMPANY RELATIONSHIP

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

### ERRORS AND OMISSIONS INSURANCE

The Agent agrees to maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. The Agent also agrees to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.

### INDEMNIFICATION

The Agent will defend, indemnify and hold harmless the Company from and against any and all losses, claims, demands, liabilities, costs, and expenses (including attorney's fees) asserted against or incurred or sustained by the Company arising out of any act or error by the Agent, or its employees, in the performance of the Agent's duties and obligations under this Agreement, any failure or omission by the Agent, or its employees, to perform any obligation under this Agreement, or the breach of any statute, law, regulation, agreement, covenant, or warranty by the Agent. The Company will defend, indemnify and hold harmless the Agent from and against any and all losses, claims, demands, liabilities, costs, and expenses (including attorney's fees) asserted against or incurred or sustained by the Agent arising out of any act or error by the Company, or its employees, in the performance of the Company's duties and obligations under this Agreement, any failure or omission by the Company, or its employees, to perform any obligation under this Agreement, or the breach of any statute, law, regulation, agreement, covenant, or warranty by the Company.

### AGENT'S AUTHORITY

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company.

### LICENSE AND APPOINTMENT

You agree to maintain a state license in all states that you solicit business for the Company. You agree not to solicit business for the Company until you are properly licensed and/or appointed, unless allowed by law to do so in a given state.

If you have been appointed with the Company in a state and have not submitted any business from that state, your appointment with that state may be terminated.

## **COMPENSATION**

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice which shall clearly set forth the effective date of these changes

The Company is hereby granted a first lien upon the commissions and other sums which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for which the Agent received compensation, or on any policy written by Agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

**Net Paid Annualized Life Production** - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

**Commissionable Premium** - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

**Annualized Premium** - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium which the owner of the policy intends to pay multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

## **COMMISSIONS**

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Premiums in excess of target received on Universal Life plans during the first policy year shall be eligible for commission based on the renewal rate described in the schedule of commission.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company processes commission payments weekly via electronic fund transfer (EFT) for any amount credited to the Agent's commission account. If EFT is not chosen as payment option, The Company has the right to withhold check payment due the Agent until the amount is more than \$500.00. The Company has the right to change this minimum and frequency of check payment at any time for all commissions payable and will notify the Agent by stating the new minimum on the Agent's commission statement.

The Agent will receive no further compensation of any kind on a policy which has lapsed for three (3) months or longer. Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent

If another Agent disputes a claim to a commission, the decision of the Company will be binding and conclusive

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules and percentages for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

### **VESTING**

Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below \$100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the \$100.00 minimum explained above.

If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the \$100.00 minimum explained above.

### **COMMISSION PAYMENT SPECIFICATIONS**

**Intra company replacements** – As a general rule, the Company will not pay new first year commission on policies intended to replace either Protective Life Insurance Company policies or Empire General Insurance Company policies.

**Internal replacements** – As a general rule, the Company will not pay new first year commission on policies intended to replace an existing West Coast Life policy that has been in force for less than two years.

**Persistency** - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules

**Term Conversions** – Please consult the Company Home Office for policy concerning treatment of commission. Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form.

**Face Amount Increases** - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

**Rider and Supplementary Benefit Rates** - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

**Temporary Flat Extra Ratings** - These ratings are non-commissionable.

## **INDEBTEDNESS**

Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any Agent which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

The Company reserves the right to chargeback the Agent for any costs associated with medical testing of a proposed insured ordered at the Agent or BGAs request in instances where the Company does not receive a formal application on the proposed insured.

## **AGREEMENT CANCELLATION**

This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

## **ASSIGNMENTS**

The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

## **ADVERTISING**

The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

## **COMMUNICATION**

The Agent authorizes the Company to provide the Agent with any information that the Company would send by ordinary mail, fax and may also be sent via any electronic means as long as the Agent is currently appointed with the Company.

## **INSURANCE MARKETPLACE STANDARDS ASSOCIATION (IMSA) MARKET CONDUCT PRINCIPLES**

West Coast Life Insurance Company has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Market Conduct Principles:

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers, which in the same circumstances, it would apply or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

The Agent agrees that they have read, understand and agree to follow the IMSA Principles and Code and West Coast Life Insurance Company's Ethical Market Conduct Guide.

## **POLICY ADMINISTRATION**

The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

West Coast Life Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on \_\_\_\_\_, 20\_\_.

In witness whereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Mark S. Rush, Senior Vice President Marketing  
WEST COAST LIFE INSURANCE COMPANY

Supplements to this Contract include:

- |                   |                   |
|-------------------|-------------------|
| 1) Form No. _____ | 3) Form No. _____ |
| 2) Form No. _____ | 4) Form No. _____ |

**West Coast Life Insurance Company**  
**SOLICITOR'S APPOINTMENT REQUEST & AGREEMENT OF CONDITIONS**

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West Coast Life Insurance Company, (herein referred to as Company) is hereby requested to make application to the Department of Insurance of the State of \_\_\_\_\_ for the issuance of a life insurance agent's license and/or appointment authorizing \_\_\_\_\_ (herein referred to as Agent) to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license and/or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

I shall be an Agent # \_\_\_\_\_ assigned to the jurisdiction of \_\_\_\_\_  
(Agent or Agency)

The Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. It is expressly understood that I am under direct contract with my General Agent who has personally agreed to compensate me for such services.

Earnings on commissions will be reported to the IRS for the Agency where signed by me in accordance with the Agency's Agreement on which commissions are being paid.

I have no employment contract with the Company, and I am not, and I shall refrain from holding myself out as an employee, partner, joint venturer, or associate of the Company.

I shall comply with the rules, regulations and rate books of the Company, the laws of the states I am licensed in, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance.

I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.

I shall promptly remit to the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever.

I shall not obligate the Company nor incur expense on its behalf in any manner whatsoever.

The Company may without liability to me whatsoever, upon request of my General Agent, or upon its own initiative, cancel my appointment at any time.

The foregoing applicant is hereby recommended for appointment as an Agent assigned to my agency, subject to the terms of my Independent Agent's Agreement with the Company and this request.

\_\_\_\_\_  
Agency Principal Signature

This Agreement, when executed, will become effective on \_\_\_\_\_,

The parties have executed this Agreement this \_\_\_\_\_ day \_\_\_\_\_,

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Mark S. Rush, Senior Vice President Marketing  
WEST COAST LIFE INSURANCE COMPANY





WEST COAST LIFE

## COMMISSION DIRECT DEPOSIT

*With West Coast Life's Commission Direct Deposit, your commission earnings will be deposited directly into your checking account.*

Please complete this form and mail or fax it along with your **VOID CHECK** to the following address:

Margit Larot  
West Coast Life Insurance Company  
Commission Service Department  
PO Box 193892  
San Francisco, CA 94119-3892

**OR**

Fax: (205) 268-1601

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### Commission Direct Deposit Authorization

I authorize West Coast Life Insurance Company to initiate entries to my (our) account listed below.

\_\_\_\_\_  
Financial Institution Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Agent Number

\_\_\_\_\_  
Date

This authority will remain in effect until West Coast Life Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit program.

**DON'T FORGET TO ATTACH A VOID CHECK. YOUR REQUEST CANNOT BE PROCESSED WITHOUT IT.**



WEST COAST LIFE

## ONLINE COMMISSION REQUEST FORM

*You may view your West Coast Life commission statements online!*

Please complete this form and mail or fax it to the following address:

Margit Larot  
West Coast Life Insurance Company  
Commission Service Department  
PO Box 193892  
San Francisco, CA 94119-3892

**OR**

Fax: (205) 268-1601

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Your user id and password will be sent to the email provided below. (Fields with \* are required).

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\*SSN or Tax ID: \_\_\_\_\_

\*Agent #: \_\_\_\_\_ \*BGA (if not a BGA): \_\_\_\_\_

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

\*Principal Agent Name: \_\_\_\_\_

\*Street Address: \_\_\_\_\_

\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

\*Email: \_\_\_\_\_

\*Phone#: \_\_\_\_\_ \*Fax#: \_\_\_\_\_

Office Contact Person: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number street and apt or suite no.)	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.

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

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

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

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

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,