

RESOLUTIONS – AGENTS CONTRACT

RESOLVED that this corporation make and enter into a written agent Contract with EMC National Life Company, of Urbandale, Iowa, as Company, and that pursuant thereto this corporation as Agent agree to do and perform all the obligations, duties and acts required to be done by the agent under the terms of said written contract and as amended.

RESOLVED that the president of this corporation be and is hereby authorized, empowered and directed to execute such Contract with absolute discretion, and may approve and deliver such other documents as may be necessary, required or convenient in the premises for and in the name of the corporation, and that this corporation thereupon assume, enter into, do and perform its duties, covenants, contracts and obligations as in said contract.

The undersigned president and secretary of _____, a corporation of _____ (city), _____ (state), hereby certify, return and show that the above and foregoing is a correct, true and complete copy of resolutions duly adopted by said corporation.

Dated this _____ day of _____, 20 _____

President

Tax ID #

Secretary

GUARANTY OF CORPORATE PERFORMANCE

The undersigned individuals, as an inducement to and in consideration of the execution by EMC National Life Company, of Urbandale, Iowa, of an agent's Contract with _____ Corporation of _____ (city), _____ (state), hereby guarantee and warrant performance of all the covenants, agreements and obligations of said agent, including the payment of moneys . . . all as provided in said agents contract.

Dated this _____ day of _____, 20 _____

President

Secretary



AGENCY AGREEMENT

ACCOUNT NO. _____

THIS AGREEMENT is entered into by and between EMC NATIONAL LIFE COMPANY of Urbandale, Iowa, hereinafter described as the "Company", and _____ of _____, State of _____

hereinafter described as the "Agency".

WITNESSETH:

IT IS MUTUALLY AGREED between the Company and the Agency as follows:

SECTION I AUTHORITY

A. APPOINTMENT

1. The Agency is appointed to solicit applications for policies in all states where the Company is licensed to issue life insurance, annuity and accident and sickness policies, but only to the extent and upon the terms for which the Company is licensed, and in compliance with this Agreement and subject to all the rules and regulations of the Company.

2. The Company shall at all times have the right to reject or postpone any application for insurance or to counteroffer insurance of a different kind, date, amount, or premium rate. The Agency shall not deliver any policy solicited by the Agency until it is directed to do so in writing and then only if the first premium has been paid and while the insured is in good health. All policies issued by the Company must be delivered within thirty (30) days from the date said policy is mailed from the Home Office. Any policy not delivered during this period must be returned to the Home Office unless the time for delivery has been extended by the Company.

3. The Agency shall not collect or issue receipts for any premiums except the first premium due on each policy. The Agency shall only accept cash, check or draft as payment. All such sums collected shall be held in trust for the benefit of the Company and promptly paid over to the Company.

4. The Agency, its officers, partners, employees, and agents are not authorized to make, alter or discharge any contract; to issue any policy under this section; to waive any forfeiture or payment; to alter the terms and time of payments; to delegate any duties hereunder; to approve evidence of good health or waive proof of good health. In addition, the Agency is not authorized to modify, alter or enlarge the policy in any way, or to waive any requirement or portion of the policy, nor to make any promise binding on the Company unless authority has been obtained in writing, signed by an authorized officer of the Company.

5.a. The Agency is authorized to recruit and recommend agents for appointment by the Company as:

- 1) Licensed Representatives without a separate agreement.
- 2) Agents under a separate Agent Agreement.
- 3) Agents under a separate Agency Agreement.

b. The Agency shall properly train and supervise such agents and shall exercise control over and be responsible to

the Company for the acts of the agents or other employees supervised by the Agency. All agents must be properly licensed by the appropriate governmental agency or authority to solicit applications for life insurance, accident & health, and annuity policies of the Company.

c. Agreements with all proposed or recommended agents shall be made directly with the Company and such agreements shall be approved by the Company. All agreements shall be on the Company's forms. The Company reserves the right to refuse to enter into any agreements with any proposed or recommended agent and to terminate any agreement with such agents.

d. The Agency shall be responsible for its own accounts and for the accounts of its agents, as well as for all moneys and property furnished to or collected by anyone in the Agency. Payment of compensation to Licensed Representatives will be made direct to the Agency. Payment of compensation to agents under separate agreements will be made direct to the agents.

B. RELATIONSHIP

1. The Agency, its officers, partners, employees, and agents are independent contractors and nothing herein shall be construed as creating an employer and employee relationship with the Company. The Agency shall remain free to determine the manner of performing its obligations hereunder subject to complying with such rules and regulations as the Company may promulgate from time to time.

2. The Agency is responsible for filing required returns and paying obligations incurred under the Federal Insurance Contributions Act (FICA), federal, state and local income tax laws, and other taxes, licenses and permits as may be required by virtue of the nature of the Agency's business. Because of the Agency's independent contractor status, the Company is not responsible for any such taxes and no withholding taxes will be withheld from any compensation to be paid by the Company to the Agency. The Company will transmit to government tax authorities any notice of compensation paid to the Agency as may be required by law or regulation to be given.

3. No circular, advertisement, letterhead, or other matter or material including the name of or referring to the Company shall be printed, published, or used in any way by the Agency

unless the material has been furnished by the Company or first approved in writing by the Company.

4. The Agency agrees to keep accurate, current records of all insurance transactions written under this Agreement. The records will be accessible to the Company's representatives during the Agency's normal business hours while this Agreement is in force, and for at least one year thereafter.

5. The Company shall indemnify and hold the Agency harmless against actual pecuniary damages which the Agency becomes obligated to pay, including costs of defense, due solely to the failure of the Company to comply with the requirements of Public Law 91-508 (Fair Credit Reporting Act) in the procurement or use of consumer reports ordered by the Company, except to the extent that such damages are caused or contributed to by any act or omission of the Agency. The Agency shall immediately notify the Company of any claim or action relating to the Fair Credit Reporting Act, and the Company shall be entitled to defend such action with counsel of its choice.

6. The Company shall indemnify and hold the Agency harmless from liability or damages arising out of Company error or omission in the preparation or handling of any insurance contract or billing statement to which this Agreement applies, except to the extent that the Agency has caused, contributed to or compounded the error or omission.

7. The Agency shall promptly notify the Company when the Agency receives notice of the commencement of any

action relating to such liabilities, and the Company shall be entitled to participate in such action or to assume the defense of any such action. Providing the Agency has complied with the above provisions, the Company agrees to pay all expenses including legal fees reasonably incurred by the Agency in connection with the investigation or defense of any such claim. However, if the Company assumes the defense of any such action, it shall not be liable to the Agency for any legal or other expenses subsequently incurred by the Agency in connection with such action absent the Company's approval of such expenses.

8. The Agency agrees to indemnify the Company and hold it harmless for any damages or costs for which the Company is found liable by virtue of this agency relationship, which is due solely to the actions of the Agency or any agent under the Agency's supervision under Section I-A-5.

9. Any suit between the Company and the Agency growing out of any transaction arising from, based on, or in any way connected with this Agreement shall be instituted and tried only in Polk County, Iowa. All of the terms, provisions and conditions of this Agreement or any addenda thereto shall be construed according to the laws of the State of Iowa.

10. The Agency agrees to carry Insurance Agent's Errors and Omissions insurance through an acceptable insurer and, upon demand, to provide the Company with proof of same.

SECTION II COMPENSATION

A. AGENCY COMMISSION

1. The Agency shall be compensated for new policy issues with commissions payable at rates as shown in the Commission Schedule in effect as of the issue date of the policy. Renewal commissions shall be paid according to the Commission Schedule in effect as of the original issue date of the underlying policy.

2. The Company reserves the right to change schedules of commission. Such changes will become effective upon thirty (30) days' written notice to the Agency. No change in commission will affect Agency vested commission on policies accepted by the Company prior to the effective date of the change.

3. Commission on any policy which replaces insurance previously issued by the Company on the same life shall be such as the Company may determine to be fair and adequate to the Agency in view of the change in coverage and premium, if any, and the services of the Agency.

4. The Agency's account may be debited for unearned commissions in the first three policy years in accordance with the terms outlined in the Commission Schedule in effect for the Agency.

5. If the Agency directly or indirectly causes any policy on which it has received first year commissions to be replaced by a policy with another company within three (3) years from its date of issue, the Agency shall return to the Company one-half of the first year commission received. These obligations to return all or a portion of the commission shall apply whether or not this Contract is still in force.

6. Subject to the rules and regulations of the Company then in effect, compensation on lapsed policies which are reinstated through the efforts of the Agency shall be at the rate which would have been applicable had no lapse occurred, and shall not be at the rate applicable to a new and previously unissued

contract. Commissions and service fees (defined in Section II-C-5) shall not be allowed on any policy written under this Agreement which is reinstated unless reinstatement is secured solely through Agency efforts and the policy is reinstated while this Agreement is in effect.

7. The Company shall be obligated to pay to the Agency the applicable commission only after the appropriate premium on such policy is received in cash and accepted by the Company; but the Company may, in its sole discretion, pay said commission at an earlier time. Any amounts the Agency owes to the Company, including any expense which the Company may incur because of attempts by third parties to attach or garnish sums owing the Agency, may be offset against and deducted from any sums the Company owes the Agency. The Company shall have a first lien upon any sums owing the Agency to the extent of any indebtedness of the Agency to the Company. Any amounts owed the Company by the Agency shall become due and payable in full upon termination of this Agreement.

8. The Agency shall return to the Company all compensation on premiums refunded, or any compensation paid by the Company in advance of the receipt by the Company of the premiums upon which it is based if such premiums are not received by the Company within sixty (60) days from their due date, or if the Agency is not entitled to compensation when the premiums are paid.

9. The Agency hereby agrees that the Commission Statement of the Company shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto. The failure of the Agency to object in writing to specific items of the Commission Statement or accounts furnished by the Company to the Agency within sixty (60) calendar days from the date such statement of account is furnished shall render such Commission Statement a correct account between the parties.

10. No commission will be paid on temporary extra premiums of a duration of five years or less, or premiums which are waived by the Company. The Company reserves the right to adjust commissions or to pay no commission whatsoever on policies requiring substandard ratings or substantial reinsurance. Full commissions will be paid on policies requiring permanent ratings.

B. COMMISSIONS PAYABLE TO AGENTS

1. The Agency agrees that all commissions paid to an Agent having a separate agreement, and which was recruited by the Agency in accordance with the provisions of Section I-A-5 of this Agreement, will be paid out of the Agency's commissions and that said commissions shall be paid directly to such Agents by the Company. The Agency's commission rates as stated in the Commission Schedule shall be reduced by the rates of commissions the Company pays directly to the Agents under the Agency's supervision.

2. The Agency must inform the Company when an Agent is terminated as to the Agent's eligibility, per the Agent's Agreement, to receive renewal commissions. If renewal commissions are not vested to the Agent per the Agent's Agreement, these renewal commissions will then revert to the Agency.

3. The Agency shall be responsible for the acts and financial obligations due the Company of all independently contracted Agents recruited by the Agency. The Agency shall on demand by the Company pay the total of such obligations of any Agents when the debit balances are due and unpaid from such terminated Agents.

A. GENERAL PROVISIONS

1. This Agreement shall terminate immediately and without notice in the event the Agency's license or authorization to engage in the insurance business is terminated or suspended by any regulatory authority, or upon the insolvency or voluntary or involuntary filing for bankruptcy of the Agency.

2. If the Agency is a sole proprietorship, this Agreement shall automatically terminate upon the sole proprietor's death.

3. If the Agency is a partnership, this Agreement shall terminate upon the Company learning of the dissolution of the partnership.

4. This Agreement shall be terminated automatically upon the sale or transfer of any ownership interest in the Agency, or its consolidation with a successor firm.

5. Termination shall not relieve either party of its obligations with respect to insurance written prior to the effective date of termination, except as may be stated herein.

B. SPECIAL PROVISIONS

1. This Agreement shall terminate immediately and without notice if the Agency, its officers, partners, employees, or agents commit any fraud in connection with the Agency's duties under this Agreement, convert the Company's funds or commit any violation of law or regulation punishable by revocation of the license of the Agency, its officers, partners, employees, or agents. The decision of the Company with respect to any of the foregoing shall be final and binding on the Agency.

2. This Agreement shall terminate immediately and without notice upon any attempt by the Agency to induce any other agent of the Company to terminate such other agent's relationship with the Company, or to induce any policyholder to terminate any policy with the Company. If this Agreement is

C. VESTING PROVISIONS

1. Compensation shall only become vested on the acceptance of the policy by the Company and receipt of the first premium by the Company. The term "vested compensation," as used in the Agreement, applies to that compensation shown in the attached schedule as vested commissions.

2. The renewal commission set forth in the Commission Schedule shall vest in the Agency provided the Agency shall have completed one full calendar year of service with the Company under this Agreement.

3. If the Agreement terminates due to death during the first calendar year, the renewal commissions set forth in the Commission Schedule shall vest in the Agency. If this Agreement is terminated under Section III-A-2 during the first year after the date of its execution, the renewal commissions set forth in the Commission Schedule shall vest in the Agency.

4. Regardless of the reason, if this Agreement is terminated after the first anniversary of the date of its execution, renewal commissions will cease to be payable if the total of commissions payable under this Agreement during the immediately preceding twelve-month period was less than five hundred dollars (\$500.00). This provision is subject to the forfeiture provisions in Section III-B-3.

5. Renewal commissions are vested pursuant to the Commission Schedule. For policy years after the vesting period, a service fee will be paid. Service fees will only be payable if this Agreement remains in force as of the policy renewal date, or if the Agent is continuing to service the policy, as determined by the Company.

SECTION III TERMINATION

terminated under this subsection, all rights of the Agency under this Agreement shall be immediately cancelled and/or forfeited.

3. In the event of termination under this Subsection, all rights to compensation, including "vested compensation" and all commission earned but unpaid shall be forfeited. In the event of termination under this Subsection, the Company shall give notice in writing to the Agency within thirty (30) days of such termination, specifying the effective date of such termination and the basis for same.

C. ACCOUNT OWNERSHIP

If the Agreement is terminated for any of the reasons stated in Part A, above, the Agency shall continue to be the owner of all policy renewal interests generated under this Agreement. If this Agreement is terminated for any of the reasons stated in Part B, above, and the Agency remains indebted to the Company, the Company may, at its own option, retain ownership of such renewals as may be necessary to offset such indebtedness, and may assign them for servicing by another agency or agencies as it may deem appropriate.

D. MISCELLANEOUS PROVISIONS

1. The Agency or the Company may terminate the relationship upon ninety (90) days written notice to the other party.

2. If the Company terminates the relationship, it will be done with proper notice in accordance with the laws of the state(s) in which the Agency is licensed and authorized to do business.

3. If the relationship is terminated, either automatically or upon notice by either party, the Agency shall be liable for financial obligations incurred with the Company. The Agency shall return to the Company all materials of a proprietary nature, such as applications, certificates of insurance, policy forms, rate manuals and diskettes, and all other manuals provided by the Company to the Agency.

SECTION IV — GENERAL PROVISIONS

A. AGREEMENT

This Agreement terminates and replaces all prior negotiations, agreements and their addenda, except that this Agreement shall not affect any commissions due or to become due or any balance due the Company arising out of or connected with any prior Agency Agreement between the Agency and the Company.

B. ASSIGNMENT

1. No assignment of this Agreement may be made by the Agency except with the written consent of the Company.
2. No assignment of the right of the Agency to vested commissions shall be effective unless and until a copy of such assignment is filed at the Home Office of the Company; but if so filed it will be effective as of the date of filing, subject to any payment made or action taken by the Company before filing. The Company shall have the right to rely upon the face of the instrument and to assume the validity of the assignment, and shall not be liable for any payment made or action taken in reliance upon the assignment.

C. AMENDMENT

Subject to the limitations concerning previously vested commissions and schedules of commissions under Section II, the Company may amend this Agreement or any part thereof at any time; said amendment shall become effective after thirty (30) days' written notice has been sent to the Agency. This applies in the event this Agreement is replaced, in whole or in part, with an entirely new document, regardless of whether such new document is executed or otherwise accepted by the Agency.

D. WAIVER

1. No failure of the Company to insist on strict compliance with this Agreement or to exercise its rights thereunder shall

be construed as a waiver of any part or provision of this Agreement; and any said failure in one instance or more shall not be construed as waiving any such part or provision, but the same shall continue and remain in full force and effect and the Company may subsequently insist upon strict compliance with it.

2. No oral promises or representations shall be binding nor shall this Agreement be modified, except by agreement in writing executed on behalf of the Company by a duly authorized officer of the Company.

E. NOTICE

In every case where notice is necessary or desirable, such notice shall be in writing and shall be served upon the Company or Agency as the case may be, personally or by sending said notice by ordinary mail to the Company at its Home Office and to the Agency at its last known address.

F. EXPENSES

The Company shall not assume nor be responsible for any expenses of the Agency, including but not limited to rentals, transportation facilities, clerk hire, attorney fees, postage, advertising, telephone exchange, personal local license fees, or adjustment by the Agency for losses under policies issued by the Agency.

G. SUPPLIES

Any policies, forms and other supplies furnished to the Agency by the Company shall always remain the property of the Company and any unused materials shall be returned to the Company or its representative promptly upon demand.

H. DECISIONS

The decision of the Company with respect to any matter which the Company under this Agreement has a right to determine shall be final and binding on the Agency.

Executed this _____ day _____, 20 _____



Agency _____

- Individual
- Partnership
- Corporation
- Limited Liability Company

By Alan D. Huisinga
Alan D. Huisinga

By _____

Title President & COO

Title _____

IRS Tax # _____

Approved _____



P.O. Box 9202 ■ Des Moines, IA 50306-9202 ■ 1.800.232.5818 ■ www.emcnationalife.com

ASSIGNMENT TO CORPORATION

I, _____, Agent named in a certain Agent Contract dated the _____ day of _____, Yr. _____, by and between me as Agent and EMC National Life Company, Urbandale, Iowa, as Company, do hereby sell, assign, transfer, and set over unto _____ Corporation of _____ (city), _____ (state), all my right, title, and interest in and to said Contract, except for any amounts due under the Contract which Agent elects to defer under an Agent's Retirement Income Agreement, including any additional amounts payable from Company as a result of such deferrals, subject to such terms and conditions as may be imposed in connection with said Assignment by Company. I understand that this Assignment does not and shall not operate as a release of my obligations under the terms of said Contract as is presently or may hereafter be altered or amended.

Dated this _____ day of _____, Yr. _____

Agent

RESOLUTIONS — ACCEPTANCE OF ASSIGNMENT

RESOLVED that this Corporation accept an Assignment of a certain Agent Contract between _____ as Agent, and EMC National Life Company, of Urbandale, Iowa, as Company, dated the _____ day of _____, Yr. _____, and by said acceptance agrees to do and perform all of the obligations, duties and acts to be done and performed by the Agent pursuant to said Contract as is presently or may hereafter be altered or amended.

RESOLVED that the President of this Corporation is hereby authorized, empowered and directed to execute Acceptance of Assignment under this Assignment to Corporation and such other related documents as may be necessary or required for and in the name of the Corporation, and that the Corporation enter into, and shall perform each and all of the duties, obligations and covenants in said Contract and all amendments thereto.

Dated this _____ day of _____, Yr. _____

President

The undersigned Secretary of the Corporation hereby certifies that the above and foregoing is a correct, true and complete copy of a Resolution duly adopted by the Corporation, and is in full force and effect.

Secretary

Tax ID#

CONSENT TO ASSIGNMENT

The undersigned, EMC National Life Company, Urbandale, Iowa, hereby consents to the Assignment of the Agent Contract referred to in the above Resolutions.

Dated this _____ day of _____, Yr. _____.

EMC National Life Company

President - Vice President - Secretary



EMC NATIONAL LIFE COMPANY GUIDELINES FOR AGENT APPOINTMENT

Due to the Violent Crime Control Act of 1994, EMC National Life Company is prohibited from appointing any agent who has ever been convicted of a crime involving investments, insurance, taxes, or any other financial business or activity. This prohibition applies whether the conviction was entered on a plea of guilty or no contest, or upon a judgement by a Court of Law. An exception may only be made if the Company is able to obtain a clearance of the agent from the appropriate regulatory authority.

Generally, EMC National Life Company will not appoint agents with the following background history:

1. If the agent has gone through or has pending a bankruptcy that is included on the credit report that has been filed within one year previously and it was not disclosed on the Business Background Sheet.
2. If the agent has ever gone through a bankruptcy proceeding or incurred state or federal tax liens (disclosed or undisclosed) and the circumstances are insurance related.
3. If the agent has outstanding and unpaid civil judgments (including foreclosures) or tax liens totaling \$5,000 or more. If information is disclosed and proof is provided that the agent is making regular payments to satisfy the judgment(s) or lien(s), consideration will be given to contracting.
4. If the agent has ever been convicted of a felony, whether by plea or by judgement of a Court of Law, and whether or not the agent has received a pardon. If question #8 on the Business Background Sheet is answered "yes," a criminal background report will be ordered.
5. If the agent has had his or her license suspended or revoked, other than for failure to maintain continuing education requirements (or a similar administrative problem) within the last five years.
6. If the agent has any Vector™ match. Consideration of approval may be given if documentation of repayment is provided or for special circumstances.
7. If the agent exhibits a "chronic" tendency to be late in payment of his or her financial obligations. We consider a pattern to be "chronic" when payments are regularly late for seven or more obligations, especially with regard to living necessities such as home, car, and utilities.
8. Agents with 3 or more DWI's in the past 10 years, 2 in the last 5 years, or 1 within the last year.
9. Any agent previously terminated for cause by National Travelers Life Company, Employers Modern Life Company or EMC National Life Company.

In addition, the Company generally will not provide advance commissions or any form of financing for agents who have the following background circumstances:

1. If the agent has had civil judgments entered against him or her in the last three years (including foreclosures) totaling \$2,000 or more, whether or not such judgment(s) has been satisfied.
2. If the agent has any Vector™ match.
3. If the agent is regularly late in payment of five or more of his or her monthly obligations.
4. If the agent has filed for bankruptcy within the last three years, whether or not a discharge was obtained.
5. If the agent has any outstanding and unsatisfied tax liens.

THESE ARE ONLY GUIDELINES. WE DO NOT INTEND TO ELIMINATE AGENTS WHO HAVE RECTIFIED A CONDITION OR WHOSE CONDITION WAS CAUSED BY EXTENUATING CIRCUMSTANCES. THE GENERAL AGENT MAY ELECT TO PROVIDE NARRATIVE INFORMATION TO HELP US DECIDE TO APPOINT OR FINANCE AN AGENT. HOWEVER, ANY VARIANCE FROM THESE GUIDELINES REQUIRES THE PRIOR WRITTEN APPROVAL OF THE APPROPRIATE MARKETING VP AND THE VP OF ACCOUNTING & CONTROLLER.



PO Box 9202 • Des Moines, Iowa 50306
1.800.232.5818 • www.emcnationallife.com

EMC National Life Company Agents Eliminate Trips To The Bank With Direct Deposit

Direct Deposit is a quick, convenient way to have your funds deposited directly into your bank account. Upon your request, we will deposit your commission payments directly into your checking or savings account.

Your payments will appear on your bank statement and you will continue to receive your commission statements. The funds will be deposited into your account two working days from our statement closing date. If a bank holiday occurs during those two working days, your funds will be deposited on the third working day.

To enroll in our Direct Deposit program, complete the authorization below, attach a voided blank check and return it to the attention of Commission Accounting at EMC National Life Company.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS

I (we) hereby authorize EMC National Life Company, its successors or assigns (hereinafter called COMPANY) to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) checking savings account (select one) indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit and/or debit the same to such account.

Financial Institution: _____

City: _____ State: _____ Zip: _____

Transit/ABA #: _____ Account #: _____

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either one of us) of its termination in such time and in such manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Name: _____ Agent #: _____

Social Security #: _____ **OR** Tax ID #: _____

Date: _____ Signature: _____

If you have direct deposit questions, please call: 1-800-232-5818, option 1, ext. 4089.

Attach voided blank check indicating your account at the financial institution above.

Please mail this Authorization to the Company or fax to: 515-645-4223

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	
	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.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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
+

or

Employer identification number
+

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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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.