



Please submit your contracting paperwork to:

Emrick Insurance Marketing Group

Email: licensing@emrickgroup.com

Fax: 217-833-2046 or

Mail: Emrick Insurance Marketing Group
PO Box 506
Griggsville, IL 62340



Agent/Agency Application for Appointment

Individual Data

Full Name _____
Last *First* *Middle*

Date of Birth ____/____/____ Social Security #: ____ - ____ - ____

National Producer Number (NPN) _____

Business Name (if different) _____

ADDRESS

Residence _____
Street *City* *County* *State* *Zip+4*

Business _____
Street *City* *County* *State* *Zip+4*

Preferred Mailing Address: Residential Business

E-mail _____

TELEPHONE NUMBERS

Business Phone..... (_____) _____ - _____

Cell Phone..... (_____) _____ - _____

Fax #..... (_____) _____ - _____

Residence Phone..... (_____) _____ - _____

How long have you been an agent or broker? _____

Professional Designations: _____

Agency Data (Only if an Agency is being contracted)

Agency Name _____

Address _____
Street *City* *County* *State* *Zip+4*

Tax Identification # (must match W-9) _____

Corporation Partnership Sole Proprietor LLC D/B/A

How long have you been and agency? _____

Who is the appointed agent officer with the Department of Insurance? _____

License Data

Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling Companion Life Insurance Company products.

Has a contract between you and Companion Life Insurance Company ever been terminated?

No Yes If Yes, when? _____

General Information

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes No 1. Do you have Errors & Omissions (E&O) coverage?
- Yes No 2. Have you ever been convicted of any crime, other than minor traffic offenses?
- Yes No 3. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production?
- Yes No 4. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes No 9. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes No 10. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Companion Life Insurance Company. I acknowledge that Companion Life Insurance Company has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Companion Life Insurance Company, at its discretion, deems necessary. I expressly authorize Companion Life Insurance Company to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Companion Life Insurance Company all requested information. I authorize Companion Life Insurance Company to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Companion Life Insurance Company to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Companion Life Insurance Company's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance

with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Companion Life Insurance Company. Companion Life Insurance Company obtains consumer reports from: General Information Services, Inc., 917 Chapin Rd, Chapin, SC 29036. 1-888-333-5696.

Residents of California, Minnesota and Oklahoma have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with Companion Life Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Companion Life Insurance Company. I understand Companion Life Insurance Company will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

I have completed all necessary forms and submitted any required fees with a copy of my current insurance license(s).

Agent Printed Name

X _____ / ____ / ____
Signature of Agent *Date*

The General Agent accepts all responsibility for the applicant Agent and sponsors him as an Agent for Companion Life Insurance Company.

Emrick Insurance Agency, Inc
General Agent Printed Name

X _____ / ____ / ____
Signature of General Agent *Date*
(Direct Upline)

COMPANION LIFE INSURANCE COMPANY

Agency Contract

THIS AGREEMENT made and effective this _____ day of _____, _____ between **COMPANION LIFE INSURANCE COMPANY**, a South Carolina corporation, whose home office is located at 2501 Faraway Drive, Columbia, South Carolina 29219, hereinafter called the “Company”, and

of _____ County, State of _____, hereinafter referred to as the “Agent”.

The Agent is:

- an individual, a partnership, a disregarded entity,
 a corporation organized under the laws of the State of _____.

WITNESSETH: That these two Parties agree to transact business upon the following terms and conditions:

AUTHORITY TO SOLICIT. The Agent is hereby authorized to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents appointed and assigned by the Company to the Agent from time to time.

SUB-AGENTS. The Agent has the authority to recruit, and recommend for appointment to the Company, other Agents and or Agencies. Those who are appointed by the Company, in its discretion, are referred to below as “Sub-Agents”. The Agent, agrees to use his best efforts to ensure that any Sub-Agent appointed on his recommendation is properly trained and supervised, and shall be responsible for such Sub-Agent’s faithful performance of his contractual obligations with the Company.

GENDER and NUMBER. Any references in this Contract to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The number of all words shall include the singular and the plural.

DUTIES. The Agent shall promote and safe-guard the best interests and good name of the Company; shall fairly, truthfully and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Contract. In particular, but without limitation, the Agent agrees to perform the duties set forth below:

Knowledge. Agent shall read and become familiar with all state insurance laws and regulations, the provisions of the Company’s insurance policies that Agent sells and attend the Company’s sponsored training sessions as deemed necessary by the Company.

Conformity with law. Agent agrees to comply with all civil and criminal laws and statutes and with state insurance laws, regulations and policies.

Company Rules & Regulations. Agent shall strictly observe each and all the rules, regulations, policies, procedures and requirements set forth periodically by the Company.

Disclosure & Notification. Agent will promptly make known and available to the Company all information which comes into Agent’s possession or knowledge at any time concerning the underwriting of a risk, or of Agent’s or Sub- Agent’s suitability to perform or failure to perform any provision of this Contract. Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

Licenses. Agent, at Agent's cost and expense, will keep in good standing all licenses that are required to solicit applications for policies to be issued by the Company.

Bond. The Agent shall, on demand by the Company, maintain a surety bond and/or Errors and Omissions policy satisfactory to the Company.

Collection & Transmittal. For each application of insurance or annuity, the Agent shall collect the first full premium in check or money order or equivalent, and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct.

Delivery. Unless prohibited by state law, Agent agrees not to deliver a policy unless Agent can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within thirty (30) days of the date on the policy.

Servicing. Agent will provide for all usual and customary services, and provide any customary assistance, to insureds and policyholders.

Records. Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.

TERRITORY. The Agent and his Sub-Agents may solicit applications for insurance only in territories approved by the Company in which they and the Company are duly licensed and authorized to conduct business.

LIMITATION OF AUTHORITY. All powers and authority granted to Agent are limited to only those expressly provided under this Contract, and shall continue only during the duration of this Contract and shall terminate on the date of termination hereof. The Agent has no authority to:

Alteration. Alter, modify, waive, discharge or change any of the terms, rates or conditions of the Company's policies or contracts

Expense or Liability. Incur any expense or liability on account of, or otherwise bind the Company without specific prior written approval from the Company

Premium Payments and Reinstatement. Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.

Respond in Connection with Proceeding. Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.

Replacement. Replace any existing insurance product contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract must be made by the customer. To help the customer make a decision regarding any proposed replacement, Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.

Misrepresentation. Misrepresent any provision, benefit, or premium of any product. Endorse checks payable to the Company.

Other. Any act other than as expressly authorized herein.

RELATIONSHIP. The relationship between the Company and the Agent shall be that of independent contractors, and not that of employer and employee, partners or joint venturers. The Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the

business covered hereby, not interfering with such freedom of action of the Agent, which rules and regulations the Agent will conform to and observe.

COMMISSIONS. During the term of, and subject to the provisions of this Contract, and subject to the rules and regulations of the Company, the Agent shall be entitled, as full compensation for all of his services and expenses hereunder, those commissions as set forth in the Schedule of Commissions attached hereto and incorporated herein by reference, on all business produced by him personally or by his Sub-Agents and paid for in cash or equivalent to the Company at its home office in Columbia, South Carolina, less Commissions due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company. This Schedule may be modified periodically by the Company upon 30 days written notice. Such changes will not be retroactive but will apply only to applications received on or after the effective date of change. Agent specifically recognizes and accepts responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

VESTED COMMISSIONS. If this Contract is terminated by the Company or the Agent, or should the Agent die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that accrue under the provisions of this Contract, if any.

COMMISSION CHARGE-BACKS AND REFUNDS. Should the Company for any reason refund any premium on any policy secured hereunder, then the Agent shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions due the Agent on any policy secured hereunder.

TRANSFER OF COMMISSIONS. Whenever a Sub-Agent, secured by an Agent pursuant to this Contract, fails to be entitled to the Renewal Commissions to which he would have been otherwise entitled under his Contract with the Company, all such Renewal Commissions shall, during the continuance of this Contract, be paid to the Agent, providing the Agent continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Agent the right to any such Renewal Commissions and the Company will assign another agent to service the business and collect the commissions.

EXPENSES. The Agent shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract. Any such expenses not paid by the Agent may be offset by the Company against any commissions payable to the Agent or Sub-Agents.

ADVERTISING. If Agent requests the Company do advertising, Agent agrees to reimburse the Company the agreed cost of such advertising. Agent may prepare and distribute advertising materials, at his/her own cost, provided that the same are approved by the Company and by the governmental authorities of all states or territories in which the materials are distributed. Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Privacy provisions of this Agreement. Agent agrees to not advertise or publish any matter or thing concerning the Company or its policy without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company.

TRAINING & ADVERTISING MATERIALS. If any training materials, sales ads or similar services are furnished to the Agent by the Company, it is for the purpose of assisting the Agent, and not to control the Agent. Such materials are considered to be proprietary information and the intellectual property of the Company. Agent will return all materials to the Company upon request or termination of this Contract. Agent acknowledges that unauthorized retention or disclosure of this information or materials will damage the Company.

LIABILITY. The Agent shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Agent or his Sub-Agents, or debit balances on the account of the Agent or his Sub-Agents, or debit balances resulting from loans to the Agent or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due. The Agent hereby assigns to the Company, with recourse, as collateral for all such monies due or debit balance or loans, all amounts due and to become due to the Agent from each Sub-Agent or from the Company, and all notes of Sub-Agents in favor of the Agent. The Agent agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

OFFSETS OR DEBITS The Agent shall repay to the Company, upon demand, all commission compensation received, or premiums collected, or evidence of indebtedness representing the same, taken on applications procured by the Agent on policies not issued by the Company, declined by the applicant, or rescinded by the Company. The Company may offset against the agent's compensation any advances and interest thereon, or debts and interest thereon, which are due or may become due to the Company from the Agent under this or any prior Agreement, or any note or obligation. Such offset right shall be a first lien prior to any other claim against compensation due the Agent under this or any prior Agreement. The upline General Agent shall be responsible to repay Company any debt owed but uncollected from its downline Agent, and Company may offset against such upline General Agent's compensation to collect the downline Agent's debt.

ASSIGNMENTS. No assignment of any commission or any other monies, or any portion thereof due to or to become due the Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Agent or his Sub-Agents to the Company then existing or thereafter accruing.

CONDITIONS FOR NONPAYMENT OF COMPENSATION.

Renewal commission compensation will be paid to the Agent except:

- If this Agreement is terminated by the Company for conversion of Company funds, fraud or theft caused by the Agent;
- If the Agent, induces any policy owner to relinquish or terminate any policy with the Company that is not in the policyholder's best interest;
- If the Agent for any reasons, directly or indirectly, induces any General Agent or Agent contracted and appointed with the Company to terminate their association with the Company;
- If the Agent has their insurance license suspended or revoked, or has any regulatory disciplinary action taken upon a finding that the Agent engaged in a deceptive act or business practice under state or federal law; or
- If the Agent knowingly provides any false or fraudulent information on the application for this Agreement.

In the event that the Agent violates any of these provisions, all commission compensation and other compensation that might otherwise be due and payable to the Agent will become non-payable at the option of the Company and upon written notice to the Agent, in addition to any other legal remedies available to the Company.

The minimum commission deposit is \$5.00.

ULTIMATE RESPONSIBILITY. The Agent is responsible to the Company for any indebtedness to the Company created by the Agent. Such indebtedness is a lien against the Agent's compensation, subject to offset by the Company, and the Company may charge interest, at a lawful rate to be determined by the Company, on indebtedness which remains unpaid after 30-days.

STATEMENT OF ACCOUNT. Each month the Company will furnish, without charge to the Agent, a statement of account of the Agent showing Business done by the Agent for the preceding month. A statement of account shall be considered final unless disputed within ninety (90) days.

TERMINATION. This Contract shall terminate on the earliest of the following dates:

- a. The date of death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability, of any Party to this Contract;
- b. The date specified in a notice of termination which may be given by the Company, such date being not less than thirty (30) days from the date the notice is delivered personally or is mailed to the last known address of the Agent;
- c. The date of any material violation by the Agent of any term or condition of this Contract; and
- d. The date the Agent does any of the actions described below in "Termination of Vested Commissions" paragraph.

TERMINATION OF VESTED COMMISSIONS. If the Agent or Sub-Agent at any time: (1) withholds or embezzles Company funds, (2) performs any fraud or dishonesty against the Company or its policyholders; (3) induces or attempts to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, (4) induces or attempts to induce any Agent or Sub-agent to leave the Company's service, (5) suffers a termination of his license for cause by the Insurance Department of any state, (6) fails to pay on demand any monies due the Company or any affiliate of the Company, or (7) the Company's payments to Agent or Sub-Agent as required by this Agreement are less than (a) Five Hundred Dollars (\$500.00) per year or (b) Fifty Dollars (\$50.00) per month for three (3) or more consecutive months, his right to all commissions or other compensation thereafter payable under this Contract, under any prior contract, and under any other contracts then in force with the Company may be terminated by the Company.

EFFECT OF TERMINATION. Upon any termination of this Contract, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Agent shall immediately and without further notice return to the Company all the undelivered policies and all other Company and Private materials and property in the possession or under the control of Agent. Upon termination, Agent shall have no further authority to Solicit business for the Company, nor to Recruit Agents, nor to collect money for the Company, nor to represent the Company in any manner; but all other provisions of this agreement shall survive its termination.

If, subsequent to termination of this Contract, Agent shall misappropriate or impair any funds or property of the Company or any funds received on account of the Company, or fail to remit any funds due or property of the Company within ten (10) days after receipt of demand therefore, the Company shall be fully and completely discharged with respect to any and all its obligations under this Contract, including, but not limited to, the payment of any commissions.

PRIVACY. Agent agrees to keep all non-public personal and confidential information private and to have such personnel, training, facilities and procedures in place to comply with all laws and regulations. All lists of insureds, leads, contacts, materials, sales aids, agent's manuals, records and so on are proprietary and confidential and are not to be provided to anyone other than Company agents without written Company consent.

INJUNCTIVE RELIEF. Agent agrees that a breach of any of the covenants contained in this Agreement may cause the Company irreparable damages that may not adequately be compensated for by monetary compensation. Accordingly, in the event of any such breach the Company may apply to a court of competent jurisdiction for injunctive relief from such court designed to cure existing breaches and to prevent future occurrence of like breaches on the part of Agent. It is further understood and agreed that the remedies and recourse provided herein shall be in addition to, and not in lieu of, any other remedy or absence of this paragraph.

NOTICE. Any written notice required under this Contract shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.

SEVERABILITY. Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

WAIVER. The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Contract or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

ENTIRE AGREEMENT. This Agreement and other written documents executed by the parties hereto contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This agreement supersedes and replaces any and all other agreements between the Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior contract(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Contract

AMENDMENT. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification or change will bind the Company, unless it is in writing signed by an officer of the Company, and expresses an intention to modify or change this Contract.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

GOVERNING LAW. To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of South Carolina applicable to contracts performed entirely within the State. All sums or amounts due or to become due to either party are payable in Columbia, South Carolina. Any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of South Carolina.

JURISDICTION, VENUE, ATTORNEY'S FEES AND COSTS. The Agent agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of any court of competent jurisdiction in Columbia, South Carolina for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Agent knowingly waives any objection to venue or the jurisdiction of the court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract with the effective date as above written.

Agent Printed Name

X _____
Agent Signature

Social Security / Tax I.D. Number

Date

Emrick Insurance Agency, Inc

General Agent Printed Name (Direct Upline)

X _____
General Agent Signature (Direct Upline)

Date

COMPANION LIFE INSURANCE COMPANY

By:

It's:

Date:

GUARANTEE BY OFFICERS OR PARTNERS

If the Agent is a corporation or partnership, each of the undersigned, in consideration of the Company executing this Contract, represents to the Company that the principal stockholders or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

Signature: X _____ Title: _____ % Interest _____

COMPANION LIFE INSURANCE COMPANY

Annualization Agreement

For value received, Companion Life Insurance Company (the "Company") and the below indicated Borrower and/or Guarantor, enter into this Agreement upon the following terms and subject to the following conditions:

- General.** This Agreement is a supplement to, and subject to all the terms and conditions of, The Borrower's and/or Guarantor's most recent Agency Contract with the Company.
- Production.** The Company may, upon their discretion, exclude from this Agreement any policy the Borrower places with the Company.
- Amount of Loan.** When a policy is placed, the Company will loan to the Borrower: (see below). The maximum amount the Company will loan to Borrower on any one policy is \$1,500.00; and in any one month on all policies is \$5,000.00.

	% of annualized Commissions
Medicare Supplement.....	100%
Medicare Select.....	100%

- Interest on Loan.** The current interest is 1% per month on the unpaid balance of the Borrower's account. Interest begins on the first day of the calendar month after the Borrower's initial Debit Balance begins.
- Repayment.** All advances/loans will be made on a policy by policy basis with the normal repayment of such advances/loans to be paid back to the Company from future commissions earned on the policyholder's future premium payments. If such policy is not issued, is not taken, or such policy lapses for any reason, the outstanding advance/loan on such policy becomes immediately payable to the Company. The Company at its sole discretion may offset this indebtedness from any and all money the Company might be paying to the Borrower and reserves the right to call for the repayment of the Borrower's aggregate Debit Balance (Account Balance) at any time.

While any balance is outstanding for loans made hereunder, or for interest on such loans, all commissions earned on any policy may be applied to the repayment of such advances/loans. Not taken fees, commission advance reversals and interest shall be deducted from any earned commission.

All such loans made under this Agreement shall be secured by the Agent's commissions from the sale of all life, annuity, and health insurance produced by said Agent, and shall be individually guaranteed by the Borrower and/or Guarantor. All loans made hereunder shall be payable upon demand should the Company at its sole discretion believe that the Borrower/Agent does not have sufficient commissions on the in-force business to repay the outstanding balance of the loans. In the event any policy is returned by the policyholder under the free-look provision, is cancelled or rescinded by the Company for any reason, lapses or otherwise terminates, the unpaid balance of the loan for that policy will be immediately due and payable, and, at the Company's option, the Company may apply future advances thereunder to the repayment of such balances. Such amount will be offset against any subsequent loans made on any policy that may be issued in the future and against any commissions earned on any policies.

- Right to Cancel.** Notwithstanding any other provision hereof, the Company shall have the right to cancel this Agreement at any time without prior notification to the Borrower and/or Guarantor, and in such event all amounts due the Company from the Borrower hereunder shall become immediately due and payable.
- Termination.** This Agreement will automatically terminate if the Borrower's or Guarantor's Agency Contract with the Company is terminated except that Borrower's and Guarantor's obligations shall continue as long as any balance is outstanding hereunder.

Borrower/Agent:

Agent Printed Name

X_____
Agent Signature

Social Security / Tax I.D. Number

Effective Date

GUARANTEE

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums loaned pursuant to the foregoing Agreement. I understand any and all commissions, both first year and renewal, under any contract I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreement.

This Annualization Agreement shall survive the termination of any contractual relationship between the Company and the Borrower/Agent and the Guarantor/Agent.

Guarantor/Agent:

Agent Printed Name

X _____
Agent Signature

Social Security / Tax I.D. Number

Effective Date

COMPANION LIFE INSURANCE COMPANY

Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM (the “Agreement”) is made as of the Effective Date (as defined below), by and between Companion Life Insurance Company (“Covered Entity”) and Agent (“Business Associate”).

RECITALS

WHEREAS, the Covered Entity and the Business Associate have entered into an agreement (the “Service Agreement”) pursuant to which the Covered Entity may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Covered Entity with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Covered Entity. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Covered Entity and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and to enter into a written agreement regarding the use and disclosure of Protected Health Information regarding the Service Agreement.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Covered Entity will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Covered Entity.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Covered Entity and the Business Associate (sometimes collectively referred to as the “Parties”), intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The definitions provided herein apply to the use of these defined terms in the Agreement. Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
 - a. “*Breach*” means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45 C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
 - b. “*Business Associate*” shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, the Agent is the Business Associate.
 - c. “*Covered Entity*” shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, Western Catholic Union, a Fraternal Benefit Society is the Covered Entity.
 - d. “*HITECH Act*” or “*Health Information Technology for Economic and Clinical Health Act*” are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
 - e. “*Individual*” shall have the meaning given to such term at 45 C.F.R. § 160.103.
 - f. “*Privacy Rule*” shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
 - g. “*Protected Health Information*” (“*PHI*”) and “*Electronic Protected Health Information*” (“*ePHI*”) shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
 - h. “*Required by Law*” shall have the meaning given to such term at 45 C.F.R. § 164.103.

- i. “*Secretary*” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his or her designee.
- j. “*Security Rule*” shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.
- k. “*Unsecured Protected Health Information*” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. OBLIGATIONS OF THE BUSINESS ASSOCIATE. The Business Associate hereby agrees that it shall:

- a. not use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;
- b. use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;
- c. report to the Covered Entity, within five (5) days and in a reasonable manner, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including the details of any security incident to include the date, nature, and scope of the incident, and response thereto;
- d. ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information, and Business Associate shall maintain confidentiality agreements with its agents and subcontractors as necessary to perform the services under the Service Agreement;
- e. make available Protected Health Information to the Covered Entity, within five (5) days and in a reasonable manner, for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- f. make available to the Covered Entity, within five (5) days and in a reasonable manner, the information required for the Covered Entity to provide access to an individual or for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;
- g. make available to the Secretary of HHS immediately, and in no event longer than three (3) days and in a reasonable manner, all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Covered Entity necessary to allow the Secretary to determine whether the Covered Entity is in compliance with the Privacy Rule regarding the PHI under this Agreement;
- h. provide to the Covered Entity, within five (5) days and in a reasonable manner, of receiving a written request from the Covered Entity, information collected pertaining to disclosures of PHI by the Business Associate to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;
- i. mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement;
- j. document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528;
- k. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that Business Associate creates, receives, maintains, or transmits related to or on behalf of the Covered Entity. Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and

1. limit the use, disclosure, and request of Protected Health Information to perform or fulfill a specific function required or permitted hereunder to the minimum necessary, as defined by HIPAA, to accomplish the purpose of such use, disclosure, or request.
3. **PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity. Business Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
4. **SPECIFIC USE AND DISCLOSURE PROVISIONS.** Except as otherwise limited by this Agreement, the Business Associate may:
 - a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
 1. any such disclosure is Required by Law, or
 2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
 - c. use the Protected Health Information to provide data aggregation services to the Covered Entity as permitted by 45 C.F.R. 164.504(e).
 - d. use Protected Health Information to report violations of law to appropriate federal and state authorities.
 - e. Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity of receipt of a valid HIPAA authorization.
5. **OBLIGATIONS OF THE COVERED ENTITY.** The Covered Entity will:
 - a. notify the Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
 - b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information; and
 - c. notify the Business Associate of any restriction(s) on the use or disclosure of Protected Health Information that the Covered Entity has agreed to, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information.

6. BREACH NOTIFICATION. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Covered Entity shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall immediately, and within no event later than five (5) days of discovery of a Breach, notify the Covered Entity in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall immediately, and within no event later than five (5) days of discovery of a Breach, provide Covered Entity with all information required by HIPAA and all information requested by Covered Entity and full details related to the Breach. Business Associate agrees that Covered Entity shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation. Business Associate shall cooperate and assist Covered Entity fully with Covered Entity in Covered Entity's investigation of any Breach, including providing access to facilities, facilitating interviews with employees and others involved in the matter, and making available all records, logs, files, systems, and data related in any way to the Protected Health Information and/or the Breach, as well as in making the notification to third parties required by law in the event of a Breach by Business Associate and/or Business Associate's agents or subcontractors. Business Associate shall bear all costs and expenses involved or related to such notification and in mitigating harm to those Individuals, and Business Associate shall reimburse Covered Entity for any costs or expenses Covered Entity incurs in relation to the Breach and in mitigating its consequences. Breach shall include for purposes of this section any actual or suspected breach of security or unauthorized use of disclosure of PHI. Business Associate acknowledges that it may be directly liable for civil and/or criminal penalties or fines upon an intentional Breach of PHI, HIPAA, and/or breach of this Agreement.

7. TERM AND TERMINATION.

a. Term. This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or upon Business Associate's receipt of any Protected Health Information, whichever is earlier. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

B. TERMINATION FOR CAUSE. Without limiting the termination rights of Covered Entity pursuant to this Agreement and the Service Agreement, and upon Covered Entity's knowledge of a breach of the Agreement or other Breach, the Covered Entity shall either:

1. provide five (5) days for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within this time period; or
2. immediately terminate this Agreement if there has been a breach and cure is not feasible, as determined by Covered Entity in its sole discretion;
3. however, if neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

C. EFFECT OF TERMINATION.

1. Except as provided in Section 7(c)(2) of this Agreement, the Business Associate shall, at its sole cost and expense, return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Covered Entity within five (5) days of the termination of this Agreement setting forth the conditions supporting Business Associate's belief that return or destruction of the Protected Health Information is infeasible. If Covered Entity does not agree to Business Associate's belief in Covered Entity's sole discretion regarding the feasibility of return or destruction, then Business Associate shall return or destroy the Protected Health Information within ten (10) days of Covered Entity's request for such action. However, upon Covered Entity's sole determination that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
8. **DAMAGES.** The Parties agree that the remedies at law for a breach by Business Associate of the terms of this Agreement or Breach of Protected Health Information may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such breach. In addition, in the event a Breach by Business Associate, or its agents or subcontractors, occurs, Business Associate shall, to the extent required by Covered Entity: (a) provide for such credit monitoring services as deemed appropriate by Covered Entity for at least twelve (12) months for individuals whose information may have been subject to the Breach; (b) provide for call center staffing and operations to the extent necessary to respond to inquiries by affected individuals during this period; (c) pay for any printing, mailing, postage, and other costs incurred by Covered Entity or others to send notifications of the Breach to affected individuals, media, or government authorities; and (d) to the extent reasonably practicable, determine the location of missing information and/or the party or parties that obtained or may have obtained unauthorized access to such information.
9. **INDEMNIFICATION.** Business Associate shall defend, indemnify, and hold harmless the Covered Entity and its employees, agents, officers, directors, shareholders, members, parent companies, subsidiaries, affiliated entities, and entities under common control of Covered Entity, from and against any and all claims, causes of action, losses, liabilities, obligations, damages, costs, expenses, and attorneys' fees which the Covered Entity incurs or may incur, directly or indirectly, arising out of and/or related to, or as a result of, any Breach by Business Associate or Business Associate's agents or subcontractors, misuse of Protected Health Information, violation of HIPAA, and/or breach of this Agreement.
10. **MISCELLANEOUS.**
 - a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.
 - b. *Amendment.* This Agreement cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. Business Associate agrees to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws, rules, or regulations, including HIPAA, as Business Associate acknowledges that the rules and regulations are expanding and evolving.
 - c. *Background Screening.* Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a satisfactory background screening under commercially acceptable standards and business standards of reasonableness for all of its employees, agents, and subcontractors with access to any Protected Health Information, and that these individuals will have passed such background screening. Business Associate agrees to update such background screening upon request by Covered Entity.
 - d. *Construction and Interpretation of Agreement.* This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof. Any ambiguity in this Agreement shall be resolved to permit the Parties hereto to comply with the Privacy Rule.

- e. *No Third Party Beneficiaries.* This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.
- f. *Successors and Assigns.* This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties.
- g. *Survival.* The rights and obligations of Business Associate set forth in Section 7(c) hereof, and any other post-termination obligations of Business Associate, shall survive the termination of this Agreement.
- h. *Notices.* All notices which are required to be given hereunder shall be in writing and shall be mailed to the attention of the person signing the Service Agreement or as otherwise set forth in the Service Agreement.
- i. *Headings.* The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
- j. *Choice of Law.* This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Florida.
- k. *Severability.* If any provision of this Agreement or application hereof is held or adjudged to be invalid or unenforceable, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.
- l. *Waiver.* No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.
- m. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or the Privacy and Security Rules will be adequate or satisfactory for Business Associate's own purposes. Without limiting the terms of this Agreement, Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- n. *Entire Agreement.* This Agreement and the Service Agreement, including any exhibits, addenda, and amendments thereto, constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.
- o. *Assistance in Litigation or Administrative Proceedings.* Business Associate agrees to provide requested assistance to Covered Entity in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.

With my signature, I acknowledge receipt of and agree to the terms of the Business Associations Addendum received from Companion Life Insurance Company.

X _____
Agent Signature

Date

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.