



LICENSING REQUIREMENTS

Please include the following requirements and Fax to **425-453-0909**
Or E-Mail to **Contracting@theannuitysourceinc.com**

Contracting Requirements

- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

Training Requirements

- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

Username: First four letters of last name and last six of the social - all lowercase

Password: First time users will use the last name (lowercase)

Licensing Questions please call:

800-743-4930

www.theannuitysourceinc.com



ATLANTIC COAST LIFE INSURANCE COMPANY AGENCY CONTRACT (revised 9/9/15)

Please Complete All Questions

Please Print or Type

Individual Data

Full Name _____

Last

First

Middle

Business Name (if different) _____

ADDRESSES (Check box for preferred mailing address)

Residence _____

Street

City

County

StateZip+4

Business _____

Street

City

County

StateZip+4

E-mail/s _____

TELEPHONES (Check box for preferred contact number)

Business Phone () _____ Fax # () _____

Cell Phone () _____ Residence Phone () _____

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

How long have you been an agent or broker? _____

Professional Designations: _____

Agency Data (Complete only if an Agency is being contracted)

Agency Name _____

Address _____

Street

City

County

State

Zip Code

Tax Identification # _____

How long have you been an agency? _____

What type of agency are you? Corporation Partnership Sole Proprietor D/B/A Disregarded entity

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 ACL products.

Has a contract between you and ACL 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? (We require \$1million/\$1million for annuity sales)

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?

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 Atlantic Coast Life Insurance Company (ACL). I acknowledge that ACL 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 ACL, at its discretion, deems necessary. I expressly authorize ACL to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide ACL all requested information. I authorize ACL 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 ACL 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 ACL'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 ACL. ACL obtains consumer reports from: First Advantage Corporation, 100 Carillon Parkway, Suite 100, St. Petersburg, FL 33716.

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 ACL. 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 ACL. I understand ACL 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 all fees and a copy of my current insurance license/s.

Signature of Applicant _____
Date

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

General Agent – PRINT NAME
(Direct Upline)

General Agent – SIGNATURE _____
Date

ACL Agency Director – SIGNATURE _____
Date



ATLANTIC COAST LIFE INSURANCE COMPANY AGENCY CONTRACT (revised 9/9/15)

THIS AGREEMENT made and effective this _____ day of _____, _____ between ATLANTIC COAST LIFE INSURANCE COMPANY, a South Carolina corporation, whose home office is situated at 1565 Sam Rittenberg, Charleston, SC 29407, 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, the provisions of all the Company's insurance policies 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 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 or annuity 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 should be made by the customer. To help the customer make a decision regarding any proposed replacement, Special 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. 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 Charleston, SC, less Commissions due his Sub-Agents by reason of any contract which any Sub-Agents holds 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 and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. 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.

INDEBTEDNESS. Unless otherwise specifically provided, all debts due to the Company, including advances to the Agent or his Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation.

The Company may at any time offset any debt or debts due from the Agent to the Company arising from his transactions under this or any previous or subsequent contract against any commission or other compensation due or to become due him from the Company and any and all affiliates of the Company.

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.

MONTHLY ACCOUNTING. The Company shall furnish the Agent with a monthly statement on a timely basis indicating all premiums collections, commissions earned and payments made to the Agent. The Agent shall notify the Company of all possible errors in the accounting statement within ninety (90) days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting by the Agent.

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;
- 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, or (6) fails to pay on demand any monies due the Company or any affiliate of the Company, 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 then 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.

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 Charleston, 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 Charleston, 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.

ATLANTIC COAST LIFE INSURANCE COMPANY

ANNUALIZATION AGREEMENT (revised 9/9/15)

For value received, Atlantic Coast 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:

1. **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.
2. **Production.** The Company may, upon their discretion, exclude from this Agreement any policy the Borrower places with the Company.
3. **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 life policy is \$1,500.00; and in any one month on all life policies is \$5,000.00.

	% of annualized Commissions
Medicare Select	100%
Medicare Supplement	100%
HIP	75%
Life Insurance	per schedule

4. **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.
5. **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.
6. **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.
7. **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:

(Printed Name)

(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:

(Printed Name)

(Signature)

Social Security / Tax I.D. Number

Effective Date

ATLANTIC COAST LIFE INSURANCE COMPANY

HIPAA AGENCY CONTRACT PRIVACY ADDENDUM (revised 9/9/15)

I. GENERAL PROVISIONS

Section 1. Effect. The terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Contract to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this "Agreement"), effective as of _____(date). Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the Privacy Standards.

Section 2. Amendment. Agent and the Company agree to amend this Addendum to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable federal or state regulations or statutes. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Addendum to incorporate any material required by the Standards, such regulations or statutes.

Section 3. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Addendum.

II. OBLIGATIONS OF AGENT

Section 1. Use and Disclosure of Protected Health Information. Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the Health care operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent's purpose.

Section 2. Safeguards Against Misuse of Information. Agent agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.

Section 3. Agent's Duty to Mitigate. Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Addendum.

Section 4. Reporting of Violations. Agent shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Addendum by Agent or any of its officers, directors, employees, contractors or agents, report such use or disclosure to the Company.

Section 5. Agreements by Third Parties. Agent shall enter into and maintain an agreement, with each agent and subcontractor that has or will have access to Protected Health Information, under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Addendum.

Section 6. Access to Information. Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company or, as directed by the Company, to the individual, such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

Section 7. Availability of Protected Health Information for Amendment. Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such information to the Company for amendment and incorporate

any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. Any denials of requested amendments shall be the responsibility of the Company.

Section 8. Documentation of Disclosures. Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

Section 9. Accounting of Disclosures. Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. § 164.528 (a). Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. § 164.528 (b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure; (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

Section 10. Availability of Books and Records. Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Company's compliance with the Privacy Standards.

Section 11. Indemnification. Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Addendum by Agent, its agents or subcontractors.

Section 12. Insurance. The Company strongly encourages each Agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of Health information and claims based on its obligations pursuant to Section 9 of Part II of this Addendum in an amount not less than an amount sufficient to indemnify the company in the event of a breach. Such insurance should be in the form of occurrence based coverage and should name the Company as an additional named insured.

Section 13. Notice of Request for Data. Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

Section 14. Injunction. Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Addendum and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Addendum against Agent, in addition to any other remedy the Company may have.

III. TERMINATION OF AGREEMENT WITH AGENT

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Addendum and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

Section 2. Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Addendum shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

Section 3. The Company’s Right of Cure. The Company shall have the right to cure, at the expense of Agent, any breach of Agent’s obligations under this Addendum. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent’s breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company’s request for payment.

Section 4. Transition Assistance. Following the termination of this Agreement for any reason, Agent agrees to provide transition services for the benefit of the Company, including the continued provision of its services required under this Agreement until notified by the Company that another provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by Agent related to its services under this Agreement has been completed

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

“Data Aggregation” shall mean the combining of Protected Health Information by Agent with the Individually Identifiable Health Information created or received by Agent in its capacity as a business associate of another covered entity to permit data analyses that relate to the Health care operations of the Company and the other covered entity.

“Designated Record Set” shall mean the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Company, or any other group of records maintained by or for the Company and used, in whole or in part, by or for the Company to make decisions about individuals. As used herein the term “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Company.

“Individually Identifiable Health Information” shall mean information that is a subset of Health information, including demographic information collected from an individual, and (i) is created or received by a Health care provider, Health plan, Health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and (ii) relates to the past, present, or future physical or mental Health or condition of an individual; the provision of Health care to an individual; or the past, present or future payment for the provision of Health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Privacy Standards” shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

“Protected Health Information” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Agent creates or receives from or on behalf of the Company in the course of fulfilling its obligations under this Agreement. “Protected Health Information” shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended. 20 U.S.C. §1232g. and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services. Except as specifically amended hereby, the Agreement shall remain in full force and effect.

With my signature, I acknowledge receipt of and agree to the terms of the Agent Privacy Addendum received from Atlantic Coast Life Insurance Company.

Agent Signature

Date



1565 Sam Rittenberg Blvd
Charleston, SC 29407
Telephone: (844)442-3847
Fax: (888)433-4795

Atlantic Coast Life Insurance Company
Agent Anti Money-Laundering Policy

INTRODUCTION:

The USA PATRIOT ACT Pub. Law 107-56(2001) "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act was enacted in order to better protect the financial services industry from potential abuse by criminals and terrorists. Among other things, the Act requires insurance companies to establish anti-money laundering programs and the Department of the Treasury to set standards for these programs. The Treasury Department and its Financial Crimes Enforcement Network have issued regulations requiring insurance companies to establish an anti-money laundering program and to report suspicious transactions. In this program insurance agents and brokers are expected to play an important role.

THE DEFINITION OF MONEY LAUNDERING:

Money Laundering: Money Laundering is a varied and often complicated process that can, but does not always, involve cash transactions. Illegally-obtained money is filtered through a series of transactions that eventually make the money appear to be obtained from "clean", or legal, activities. The money laundering process has been described as having three phases that often overlap:

Placement- Injecting ill-gotten proceeds, including cash, into the financial system through transactions such as bank deposits.

Layering- Separating illicit proceeds from their criminal source through complex financial transactions.

Integration- Putting the proceeds back into circulation in the economy, with the appearance of legality.

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

Agent Printed Name

Signature

Social Security / Tax I.D. Number

Date

General/Supervising Agent Name and Signature
(Direct Upline)

Date

ATLANTIC COAST LIFE INSURANCE COMPANY
By:
It's:
Date:

TERRORIST FINANCING:

Terrorist Financing: Terrorist financing involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities. However, an effective anti-money laundering program can help prevent the use of legal funds for terrorism activities.

AGENT RESPONSIBILITIES:

Role In Gathering Information: Insurance agents are an integral part of the insurance industry due to their contact with applicants. As a result, the agent will often be in a critical position of knowledge as they have direct contact with applicants and are thus often in the best position to gather information and detect suspicious activity.

General responsibilities will include:

1. Obtaining and providing a complete and accurate application and all other documents.
2. Cooperation with the Compliance Officer:
Address: PO Box 27248, Salt Lake City, UT 84127-0248 Telephone
Number (844)442-3847
3. Reporting Suspicious Activities

IDENTIFYING RED FLAGS AND REPORTING SUSPICIOUS ACTIVITIES

As agents, you are often in the best position to detect suspicious activity. To help in determining what consists of suspicious activity below is a list of "Red Flags."

Examples of Red Flags are:

1. Policy owner or applicant exhibits unusual concern about the insurance company's compliance with Government reporting requirements or its AML policies, particularly with respect to his or her identity, type of business and assets, or is reluctant or refuses to reveal information concerning business activities, or furnishes unusual or suspect identification or business documents.
2. Policy owner wishes to engage in transactions that lack business sense or apparent investment purposes, or are inconsistent with stated business strategy.
3. The information provided by the customer that identifies a legitimate source for funds is false, misleading, or substantially incorrect.
4. Policy owner exhibits a lack of concern regarding investment risks, commissions, surrender charges, sales charges, or other transaction costs.
5. Upon request the customer refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.
6. The policy owner appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate commercial reasons, to provide information or is otherwise evasive regarding the person.
7. Policy owner or applicant has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry; in the case of a business account.
8. Policy owner or applicant is from, or maintains accounts or policies in a Financial Action Task Force non-cooperative jurisdiction or a Financial Crimes Enforcement Network designated jurisdiction of Primary Money Laundering Concern. New business in any way involves individual, entities, or countries

on the Office of Foreign Assets Control list.

9. The customer engages in transactions involving cash or cash equivalents or other “monetary” instruments that appear to be structured to avoid the \$5,000 government reporting requirements, especially if the cash or monetary instruments that are in an amount just below reporting or recording thresholds. Currently \$5,000 for a Suspicious Activity Report.
10. For no apparent reason, the applicant has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.
11. Policy owner or customer makes a premium payment or deposit followed by an immediate request that the funds be wired out or transferred to a third party or another firm, with no apparent business or other purpose.
12. Policy owner requests that a transaction be processed in such a manner to avoid the insurance company’s normal documentation protocols.
13. ACL experiences inflow of funds well beyond the known income or resources of the policy owner or customer.
14. Request is made for disbursements to be made payable to an agent or third party other than another financial institution.
15. Withdrawal, loan or surrender request is preceded by, or accompanied by, an address change.

METHODS OF PAYMENT

Suspicious Methods of Payment: Certain forms of payment, including cash, money orders, traveler's check and bank checks can be used in the placement phase of a money laundering scheme. In order to eliminate possible money laundering schemes, the goal is to reduce the chances that we will be involved in a money laundering scheme. Because agents and brokers often collect the first premium payment due under a policy, it is the responsibility of agents to inform applicants of these rules and enforce them.

VERIFICATION OF FUNDS AND IDENTITY

Verification of Funds: If an applicant provides a form of payment that is cash, money orders, traveler's checks or bank checks, agents should inquire further about the source of the funds, i.e. where did the funds come from?

Verification of Identity: For applicants who are natural persons or the sole proprietor of a business, the agent or brokers must obtain and record the following information before a policy can be issued:

1. NAME
2. ADDRESS
3. DATE OF BIRTH

In order to comply with Atlantic Coast Life Insurance Company’s verification of identity:

1. Request an unexpired government-issued form of identification bearing a photograph.
2. Confirm that the photograph matches the applicant.
3. Confirm address, date of birth, and other personal information.
4. Record the identifying information from the identification.

Applicants who resist providing the necessary documentation and information, as described, or who appear to have provided false or misleading information, or information that cannot be verified, contact the Compliance

Officer. ATLANTIC COAST LIFE INSURANCE COMPANY will then make a risk-based decision as to the quality of the information available and the circumstances of the client interaction.

ASSEMBLING INFORMATION AND CONFIDENTIALITY

Information for Suspicious Reporting: As agents, it is crucial that the information about suspicious activity be reported to the Compliance Officer in a timely manner. The Compliance Officer may request additional information from you as an agent in order to complete a Suspicious Activity Report (SAR). Please obtain this information as quickly as possible, and ensure its accuracy.

Confidentiality: The fact that a SAR has been filed or considered, and the contents of any SAR that has been filed, are strictly confidential. The Compliance Officer has the sole responsibility for responding to any inquiry regarding the subject matter of any SAR. Any agent must not, under any circumstances, disclose the fact that a SAR has been filed, or considered, or the contents of a SAR, to the subject of a SAR or to any other person.

By my signature below I certify that I have read Atlantic Coast Life Insurance Company’s ANTI MONEY LAUNDERING program that complies with the guidelines required by the Pub. Law 107- 56(2001) “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) This document will be held in my agent file as evidence of my acknowledgement of my responsibilities as a licensed agent with Atlantic Coast Life Insurance Company.

Please Print your Name

Date

Agent Signature

Agent Number



SAFE HARBOR / HAVEN GUARANTEE BONUS

AGENT TRAINING

FOR PRODUCER USE ONLY

This presentation is intended for producer use only and should not be disclosed to the public.

The information contained in this presentation is general in nature and is subject to the applicable annuity and rider language.



SAFE HARBOR / HAVEN GUARANTEE BONUS

BASICS

- Single Premium Deferred Annuity
 - Issue Ages 0-90
 - Contribution Limits
 - \$5000 - \$1,000,000
 - Qualified or Non Qualified
 - 5, 6, 7, or 10 year Guarantee Periods
 - Optional Riders allow for flexibility in withdrawing funds
 - Positioned to have industry leading crediting rates
- Simple or Compound Interest

Simple Interest	Compound Interest
Guaranteed interest rate for the guaranteed period	Guaranteed interest rate for the guaranteed period
First year interest rate is higher than remaining years	First year interest rate is higher than remaining years
Credited daily on single premium only	Compounded daily on initial premium and interest earned





SAFE HARBOR / HAVEN GUARANTEE BONUS

IDEAL CANDIDATES

- **Clients with CDs**
- **Clients with Cash on Hand**
- **Clients with expiring MYGAs**
- **Clients worried about market volatility**





SAFE HARBOR / HAVEN GUARANTEE BONUS

BASICS (Continued)

Surrender Charges and MVA

- Surrender charges vary by state. Please see state- specific Agent Quick Sheet for details.
- The MVA is specified in the contract.
- In most states the contract includes Market Value Adjustment

Rider Costs

Optional Rider	Rate Reduction
Accumulated Interest Withdrawal	0.05%
Preferred 10% Free	0.15%
Death Benefit Feature	0.25%





SAFE HARBOR / HAVEN GUARANTEE BONUS

RIDER OPTIONS

Death Benefit Feature

This rider ensures that upon the death of the owner, the death benefit paid will equal the total contract value

- Surrender Charges and MVA waived
- Allows for a choice of payout options
- Required for issue ages 86-90
- Included in all Florida contracts

Preferred 10% Free Withdrawal

This rider allows for the first withdrawal with a value of up to 10% of the contract value (on a non-cumulative basis) or the RMD.

- This does not entitle a 10% free withdrawal on full surrenders.
- This rider takes effect in year 2 of the contract.
- Important: If the total amount of all withdrawals in a Contract Year exceed the 10% available, the MVA and Surrender Charges will apply to each withdrawal, including the first one.

Accumulated Interest Withdrawal

This rider allows a withdrawal of accumulated interest without Surrender Charge or Market Value Adjustment during the Surrender Charge Period.

- Allows for monthly, quarterly, semi-annual and annual payments.
- Interest payments may be received in the first year.





SAFE HARBOR / HAVEN GUARANTEE BONUS

APPLICATIONS - SUITABILITY

- Rider Selection – Remember RMD Rules
- No Riders added
- No Riders may be removed
- Suitability Forms must be completed
- 45 Day Rate Lock after Funds Transfers
– Refer to Field Guide for more details

ANNUITY DISCLOSURES

- Products and available riders can vary by state.
- Any annuity with surrender charges may present liquidity concerns for the client.
- Review other asset sources with the client including short-term income and liquid assets for both emergencies and cash needs prior to the expiry of the surrender charge period.





SAFE HARBOR / HAVEN GUARANTEE BONUS

CONTRACTING & SUPPORT

E&O Insurance of \$1,000,000 minimum is required.

Product Specific Training is required prior to soliciting business.

Agent supplies may be **printed** and **ordered** at:
<https://acl.admin-portal.org/modules/Agent/ProductForms.php>

Client Approved Illustrations may be created at: <https://acl.admin-portal.org/modules/Agent/AnnuityIllustration.php>



The Safe Harbor Bonus Guarantee Annuity and Safe Haven Bonus Guarantee Annuity are issued by Atlantic Coast Life Insurance Company. Annuity contracts, with their terms and limitations, as well as individual features are subject to state regulations and may not be available in all states. Product specifications vary by state.

ATLANTIC COAST LIFE INSURANCE
Health Administrative Office
PO Box 27248
Salt Lake City, UT 84127-0248
FAX: 855-589-8577

Check Deposit Authorization

I, the undersigned, do hereby authorize Atlantic Coast Life Insurance and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Atlantic Coast Life Insurance and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford Atlantic Coast Life Insurance and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

New or Change Account

Name of Bank _____

Bank Routing Number _____

Checking Account No. _____

or

Savings Account No. _____

Is This Electronic Deposit For:

Company or Individual (check one)

Printed Name _____

Signature _____ Date Signed _____

Tax ID or Social Security Number _____

Producer's Writing Number _____

PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER



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.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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