

Senior Life Insurance Company of Texas

NEW AGENT DATA SHEET

(Please Print or Type)

Please complete all items - Thank you for choosing Senior Life of Texas

Full Name: _____ Preferred Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Resident County: _____ Home Number: () _____ Spouse's Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

If current home address is less than two years,

Previous Home Address: _____ City: _____ State: _____ Zip: _____

Business Number: () _____ Cell Number: () _____ Fax Number: () _____

Social Security Number: _____ Date of Birth: _____ / _____ / _____

Are you a citizen of the United States? Yes No (If no, of which country are you a citizen?) _____

(If no, you must supply proof of eligibility to work in the United States)

List any other assumed, fictitious, alias, maiden or trade names which you currently use or have used in the past:

Email Address (required to receive all reports): _____

PLEASE ENCLOSE A COPY OF YOUR CURRENT DRIVER'S LICENSE AND SOCIAL SECURITY CARD

For best results, it is suggested to lighten and enlarge the images.

LICENSE DATA

Currently Licensed No Yes If yes, complete the following:

a. State of Resident License _____ b. Resident License No. _____

c. Business will be conducted as Individual Partnership Corporation

d. Partnership/Corporation Name _____ Tax ID# _____

e. State(s) of Non-Resident License(s) _____

f. List companies you are currently appointed with _____

g. Have you completed Anti-Money Laundering training within the past 24 months? No Yes

If yes, please attach your certificate of completion.

PLEASE REMEMBER TO ENCLOSE A COPY OF YOUR CURRENT LIFE LICENSE AND NON-RESIDENT LICENSE(S)

WORK HISTORY INCLUDING INSURANCE COMPANIES

List all work experience starting with your most recent, working back five (5) years; please include full and part time work, self employment, military service, unemployment, and full time education. Please attach additional sheets if necessary.

Dates Employed	Employer/Insurance Company	Monthly Income	Current Debit Balance

Background Questions

- Have you ever been charged with or *convicted of a **crime? Yes ___ No ___
- * Convicted includes, but not limited to, a guilty verdict, withdrawn plea, guilty plea or nolo contendere plea, first offender treatment, probation, suspended sentence, or fine.
You may exclude minor traffic citations.
- ** Crime includes a misdemeanor, felony or military offense.
- Have you ever filed bankruptcy? Yes ___ No ___
- If yes, was an insurance company listed as a creditor? Yes ___ No ___
- Have you had a lien placed against you, been a judgement debtor, had your wages garnished or had other problems with your credit history? Yes ___ No ___
- Are you indebted to any Insurance Company, Agency or Manager (including debit balances)? Yes ___ No ___
- Have you ever been fined, placed on probation, reprimanded, entered into a consent order, had a license to solicit insurance refused, suspended or revoked, or surrendered your license? Yes ___ No ___
- In the past 10 years, have you been involved in any suit or legal action (including mediation or arbitration proceedings), or the subject of any regulatory, administrative proceeding, investigation, complaint or action? Yes ___ No ___
- Has a bonding, surety or E & O provider denied an application or claim, made payment for you or terminated coverage? Yes ___ No ___
- Have you ever been terminated for cause or because of allegations of wrongdoing: Yes ___ No ___
- Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment with any insurance or other financial services company other than for lack of production? Yes ___ No ___

IF THE ANSWER TO ANY OF THESE QUESTIONS IS YES, YOU MUST ATTACH A LETTER OR EXPLANATION (INCLUDING THE CURRENT STATUS) AND ANY PERTINENT DOCUMENTATION.

I hereby CERTIFY that the foregoing statements are true and correct to the best of my knowledge and belief, and grant permission to the Company or Regional Director to verify the information contained herein in connection with my request to represent the Company in the solicitation of products. I release any person or company contracted from liability with respect to the content of any information given. I understand that any false statement may be considered sufficient cause for rejection of this application or for termination if discovered subsequent to my becoming contracted.

I hereby authorize and request any present or former employer, financial institution, insurance company, department of insurance, or other persons having knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment as an insurance agent. I agree that a photocopy of the authorization may be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who provides information based upon this authorized request.

I understand that more information may be required to complete my file. I understand that this may include obtaining a credit report, Vector One search and a criminal background investigation and by signing this form I am authorizing the Company to do so. I also understand that any information obtained by the Company will be made available to me upon my written request.

Signature

Date

Recruited By

Failure to complete this form in its entirety and submit required documents will result in delay.

Senior Life Insurance Company of Texas

Post Office Box 3088
Thomasville, Georgia 31799-2447
1-866-716-9936

A Texas Stipulated Premium Company
Executive Offices: Thomasville, Georgia

Agent Agreement

THIS AGREEMENT is between Senior Life Insurance Company of Texas or any of its affiliates (hereinafter referred to as “we,” “our,” “us” or

“the Company”), and (Full Name): _____
FIRST MIDDLE LAST

Address: _____ City: _____ ST: _____ Zip: _____

Social Security Number: _____ Phone Number: (_____) _____
(hereinafter referred to as “you,” “your,” “yours” or “Agent”).

Senior Life Insurance Company of Texas and the undersigned Agent agree to the following terms:

I. SCOPE OF RELATIONSHIP AND DEFINITIONS.

Section 1.1 Prior Agreements. For and in consideration of the mutual promises and covenants herein, the sufficiency of which is agreed upon between all parties, you agree that this agreement shall supersede any and all prior agreements between the parties hereto.

Section 1.2 Appointment And Authority. We hereby appoint you to be an agent and representative for us for the term set forth in Section 4.1 below and you hereby accept this appointment to be our agent and representative. Your authority shall be limited to only those activities that are necessary to perform the duties and obligations you have under this Agreement and by the specific limitations and restrictions set forth in this Agreement.

Section 1.3 Relationship Between Us And You. Regardless of any other provision of this Agreement that may appear to the contrary, you are an **independent contractor** with respect to us. You shall use your own prudent judgment in exercising your authority and performing your duties and obligations under this Agreement, subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, partnership, joint venture, or relationship of any other kind between us and you, other than what is specifically stated in this Agreement. As an **independent contractor**, you must file your own tax returns and reports, including those relating to withholding of taxes, unemployment compensation, and Social Security. You must pay your own taxes and contributions on any compensation you receive from us. You shall fully indemnify us for any liability we incur because of your actions or failure to report, withhold, or pay taxes or contributions. By initialing this paragraph you acknowledge that you have read, understand, and agree to the terms of this paragraph.

Initial _____

Section 1.4 Your Prior Affiliations. You hereby represent and warrant to us that you are not bound by any regulatory, contractual, or other restriction or negative covenant that in any way would prohibit or otherwise affect your right to enter into this Agreement with us, or would otherwise impede your ability or right to perform any of your duties or obligations under this Agreement. You shall fully indemnify us for any liability we incur because of your breach of such representation or warranty in accordance with Section 8.2 below.

Section 1.5 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. “Customer” or “Existing Customer” shall be any person who purchased any insurance product or insurance-related service from us within the term of this Agreement or the twenty (20) year period immediately preceding the execution of this

Agreement, including any Customers that you may produce, develop, or otherwise obtain during your engagement or service as an agent for us;

- b. "Purchasers" shall mean owners or insureds under insurance policies and riders;
- c. "Prospective Customer" shall be any person who completed an application or request for any of our products; or who you or your Sub-agents contacted or solicited, whether directly or indirectly, with the intent to solicit such person to purchase a product from us as a result of a name or "Lead" which you acquired during this contract. Prospective Customer also shall mean any person who has inquired or contacted us about the possibility of purchasing any of our products during the term of this Agreement or at any time during the seven (7) year period immediately preceding the execution of this Agreement;
- d. "Sub-agent" shall mean any agent who is contracted with us and who is managed by you or who is managed by someone who is managed by you, regardless of the number of intervening managers, for which you receive compensation;
- e. "Vendor" shall mean any insurance carrier which underwrites or reinsures any products or services offered by the Company as well as any provider of lead, marketing, computer, or other operational services to the Company; and
- f. "Confidential Information" shall mean all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to the Company, its Customers or Prospective Customers, agents, Sub-Agents and Vendors, that is generally not known or publicly available, and which would be useful to a competing business, including, not limited to any insurer, agent, producer, broker, or agency, or otherwise damaging to the Company if disclosed. Confidential Information may include, but is not necessarily limited to: (i) Trade Secrets; (ii) the identity of Customers or Prospective Customers (whether identified by "Leads," applications or otherwise) which shall include personal identifiable information and other protected health information, Vendors, agents, their purchasing histories, and the terms or proposed terms upon which the Company has offered or may offer its products and services to or otherwise conduct business with such persons or entities; (iii) the terms and conditions upon which the Company does business with its agents, (iv) marketing and/or business plans and strategies of the Company; (v) financial reports and analyses regarding the revenues, expenses, projections, profitability and operations of the Company; (vi) technology used by the Company to market and provide products and services; and (vii) information provided to the Company by third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that (i) has been voluntarily disclosed to the public by the Company, except where such public disclosure has been made by you, your Sub-agents, employees, or other actions under your supervision without authorization from the Company; (ii) has been independently developed and disclosed by others; or (iii) which has otherwise entered the public domain through lawful means.
- g. "Trade Secret" shall mean information, without regard to form, including, but not limited to, technical or nontechnical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plans, product plans, or a list of Customers or Prospective Customers (whether identified by "Leads," applications or otherwise) which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- h. "Material Contact" in Section 5.6(a) shall mean contact between you, your employees, agents, Sub-agents, or others acting under your supervision and each Customer or Prospective Customer: (i) with whom or which you, your employees, agents, Sub-agents, or others acting under your supervision dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by you; (iii) about whom you, your Sub-agents, employees, or others acting under your supervision obtained Confidential Information in the ordinary course of business as a result of your association with the Company; or (iv) who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for you within two (2) years prior to the termination of this Agreement.

II. YOUR DUTIES AND OBLIGATIONS.

Section 2.1 Specific Duties And Obligations. You may act individually and directly as a writing agent ("Writing Agent") for us, taking and soliciting applications and business for us with our Customers and Prospective Customers (as those terms are defined in Section 1.5 above), so long as you are able and properly licensed to do so (to the extent that a license is required) and such activity does not interfere with your duties and obligations as a Supervising Agent under this Agreement. "Supervising Agent" shall have the meaning given to such term in Sections 2.2 and 2.3. We reserve the right to refer to our agents using different titles depending on the functions being performed by the agent. We also reserve the right to allow you or any other of our agents to act as more than one type of agent; however, you may only serve in the capacity or capacities that are approved in writing by us. We reserve the right to limit or otherwise change your authority and function under this Agreement within our sole discretion. When you act as an agent of any kind for us you shall use your best efforts to promote and preserve our business. You are hereby authorized to conduct the

following activities on our behalf, and shall have the following duties and obligations:

- a. You shall send to us, within five (5) business days of their execution by an applicant, all applications, Telesales recordings and/or additional required forms, when applicable, for our products taken by you and/or your Sub-agents along with any premium collected by check, money order, charge or draft for such applications. You shall take actions necessary to ensure that all applications for our insurance products taken by you or your Sub-agents are completed in the presence of the applicant and insured unless otherwise authorized by us in writing, or with our approved recording process for the Telesales Division. You warrant and represent that all applications will be taken by you or one of your Sub-agents, after asking all the questions on such application, accurately recording the applicant's answers and recording all information regarding the payor, the name of the insured and the specific insurance product for which insured applied.
- b. You, your Sub-agents and employees shall instruct all applicants for our products to make any check, money order, charge or draft intended to pay premium, payable only to us. Neither you nor your Sub-agents or employees are authorized to endorse or cash checks, drafts, or other financial instruments made payable to the Company. Any monies or checks received by you for, or behalf of us, shall be received and held by you as a fiduciary of us. Such funds shall not be co-mingled with any other funds. Further, you agree not to use such funds for any personal or business use, but shall immediately remit these funds to us. You, your Sub-agents and employees shall not instruct any applicant for our products to make any check, charge or draft intended to pay premium, payable to your name, or to your agency or business, or to any of your employees or Sub-agents, or otherwise.
- c. You shall be responsible for maintaining an accurate accounting of all business transacted under this Agreement and for the custody of records and receipts in your hands or in the hands of any of your Sub-agents or employees. You shall promptly make such records available to us at any time upon our request.
- d. Neither you nor any of your Sub-agents shall advise an applicant to leave out any answers, give, or assist an applicant in giving, false or unresponsive information on an application for any of our insurance products. Such activity(ies) resulting in a disputed claim, administrative action or lawsuit against us and a claim or fine having to be paid, may be charged to you for reimbursement of the losses we may have suffered as a result of your action(s) or the actions of your Sub-agent or employees.
- e. You and/or your Sub-agents, as appropriate, shall countersign the policy whenever required by state insurance laws and promptly deliver newly issued policies sent to you.
- f. You and your Sub-agents shall service and conserve our business written under this Agreement in accordance with our standard practices. You and your Sub-agents shall assist us in obtaining any documentation necessary for us to issue policies of insurance, and further assist us in keeping in force the insurance we have issued.
- g. You, your employees and your Sub-agents shall not cause or attempt to cause, suggest to, or encourage any Customer to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up or continue as extended term insurance any policies of ours or otherwise reduce a policy in value by the use of non-forfeiture benefits. Further, you shall take all appropriate steps to ensure other agents working under your supervision do not cause or attempt to cause, suggest to, or encourage any Customer to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up or continue as extended term insurance any policies of ours or otherwise reduce a policy in value by the use of non-forfeiture benefits.
- h. Neither you, nor your Sub-agents or employees shall distribute, disseminate, or otherwise use any advertising or other materials referencing us or our products in any way, or that are intended to induce or solicit persons to purchase or apply for our products, without first obtaining our written approval thereof. You will take reasonable precautions and use your best efforts to ensure the compliance of your Sub-agents, employees, and others acting under your supervision with this requirement.
- i. You shall recruit and train persons to work as Sub-agents under your direction, and you shall oversee their actions and ensure that they are meeting all of the legal and regulatory requirements associated with the writing of such insurance. To the extent that the Company is made a party to any dispute between you and your Sub-agent, you shall be liable to defend and indemnify the Company against such claims.
- j. You shall manage your Sub-agents, employees, and others acting under your supervision so that they do not violate the terms of this Agreement, help you accomplish your duties under this Agreement, and conduct all insurance activities in compliance with the applicable laws governing such transactions. Further, you shall assist us in maintaining and promoting our relationships with our insureds. Additionally, we expect you to treat your Sub-agents fairly and honestly in keeping with generally accepted business standards for the industry. We reserve the right to only allow agents who meet this standard of integrity to represent us.
- k. You, your Sub-agents, employees, and others acting under your supervision agree to hold in strictest confidence all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer, Prospective Customer or Customer (as such terms are defined under applicable state or federal privacy laws) of the Company, obtained in the performance of duties and obligations under this Agreement. Said information shall

not be disclosed or used except as necessary to carry out duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

- l. You shall maintain accurate records and documentation regarding any "Leads" (i.e., names of our Customers or Prospective Customers) that you receive from us or any other source. You acknowledge and agree that such records and documentation are our exclusive property, and making copies of such Leads are prohibited. You are granted a limited license to use the Leads which license can be revoked by us at any time if we have reason to believe that you, your Sub-agents, agents, employees, or others acting under your supervision may be using our Leads in a manner which is inconsistent with this Agreement, or applicable state or federal law; the limited license is automatically revoked upon termination of this Agreement. All Leads, regardless of source, shall be provided to us or made available for our review and inspection at any time upon our request. You will make reasonable efforts to maintain the confidentiality of such information and ensure that such information is used only by you, your Sub-agents and/or employees in the performance of your obligations under this Agreement.
- m. You shall secure, maintain and immediately produce to us a copy for our records, all necessary insurance producer or agent licenses, registrations, or certificates for yourself and your Sub-agents necessary to comply with the licensing requirements in all jurisdictions in which you and/or your Sub-agents conduct any activities on our behalf. You shall comply with all other applicable state or federal laws, regulations and training. You shall promptly notify us when any change has occurred regarding you and/or your Sub-agent's producer or agent licensing, registration, or certification and you shall immediately produce for our records, copies of the appropriate documentation of such changes.
- n. You shall furnish and maintain a satisfactory surety, fidelity, and/or indemnity bond should one be required by law or should we require it.
- o. You shall maintain, at your expense, a satisfactory errors and omissions policy covering you, your Sub-agents and employees, and naming us as an additional insured, in an amount we specify, should we require it. If you fail to obtain or maintain coverage, the Company may, at the Company's option, obtain coverage at your expense.
- p. You shall send or notify us immediately, within three (3) business days, of any dispute, question, grievance, disagreement, notice of insurance department inquiry, claim, lawsuit, or other legal document or action naming us as a party or involving a Customer or Prospective Customer that you, your Sub-agents, or employees receive. In all instances, you shall cooperate with us during any investigation of a dispute, question, grievance, disagreement, inquiry, claim, or in litigation. You will continue to cooperate after this Agreement terminates, and we may withhold compensation payable to you until you, your Sub-agent, employee, or another individual acting under your supervision complies with this paragraph. Failure to comply could also result in the loss of your vesting rights to commissions or fees of which you may be entitled.
- q. You shall educate yourself about any of our products which you offer to any of our Customers or Prospective Customers, and you shall accurately, honestly, fairly, and thoroughly represent the features of our products to any of our Customers or Prospective Customers with whom you deal or communicate.
- r. You shall provide prompt and professional service to our Customers and Prospective Customers. By accepting compensation for policies sold, you acknowledge that the actual policies sold and in-force are the property of the Company.
- s. You shall provide reasonable access during normal business hours to any location, from which you or your Sub-agents conduct its business and provides pursuant to this Agreement, to auditors designated in writing by us for the purpose of performing audits for the Company. The Company shall give reasonable advance written notice of an audit and include in that notice the matters that it will audit. You, your Sub-agents and employees shall provide the auditors any assistance they may reasonably require. Such auditors shall have the right during normal business hours to audit any business record, activity, procedure, operation that is reasonable related to the business marketed under this Agreement, including the right to interview any personnel involving in providing or supporting such responsibilities.
- t. You are solely responsible for compensation of any persons in your employ including any producers and agree to hold the Company harmless for any damages which may be incurred as a result of your failure to compensate said individuals.
- u. You shall faithfully and honestly perform all your duties under this Agreement.
- v. You shall perform any other task necessary or reasonably requested of you to satisfy the terms of this Agreement.
- w. You acknowledge and agree that we may contact you by phone, e-mail, or text message, including on mobile communication devices.

Section 2.2 Appointment And Recruitment of Sub-agents. One or more Sub-agents will be assigned to you only after we have acknowledged in writing such person(s) as one of your Sub-agents. You will not be entitled to receive any form of compensation resulting from the solicitations, sales, or other actions of any person unless we have already assigned such person to you as a Sub-agent. You shall not allow any of your Sub-agents to act as our representative or to take any actions on our behalf until such person has been properly licensed to sell insurance for us in each State where such person intends to act on our behalf (to the extent that

a license is required), has executed an appropriate Agreement with us, and such Agreement has been accepted by us.

Section 2.3 Our Relationship With You And Your Sub-agents. As a Supervising Agent of Sub-agents, you are also responsible for the training, supervision, actions and indebtedness (including, but not limited to, debit balances from Leads and charge backs) of each and all of your Sub-agents, and you hereby agree to take all action necessary to ensure that each of your Sub-agents complies with all of the restrictions, limitations, and other terms of this Agreement and conduct all insurance activities in compliance with applicable laws. You agree to work with the Supervising Agent(s) we assign to you and you shall assist such Supervising Agents in fulfilling their obligation to us. You agree that the Company can take debits or other amounts due from your Sub-agents from your account at any time, with or without prior notice to you. Upon termination of your Agreement with us, or during the existence of your Agreement with us if the circumstances justify, in our sole discretion, your Sub-agents may be assigned by us directly or to other Supervising Agents. Should there be a dispute between you and another Company agent (including your Sub-agent) and specifically regarding an agent's appointment, commission schedule, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute; this decision will be binding and conclusive on all parties.

III. OUR DUTIES AND OBLIGATIONS.

Section 3.1 Our General Duties And Obligations. Within our sole discretion we may provide you with technical support, marketing materials and general expertise with respect to the insurance products marketed pursuant to this Agreement and, further, we may provide personnel to consult with our Customers and Prospective Customers with respect to our insurance products.

Section 3.2 Advertising. You are required to submit to us for prior approval, all advertising or other materials you intend to distribute, disseminate, or otherwise use that are designed to induce, solicit or recruit persons to become affiliated with us, that are designed to induce or solicit persons to apply for or purchase our products, or that reference us or our products in any way. Failure to receive our written approval before your use of such materials is grounds for termination of this Agreement. At our option, we may finance advertising, promotions, Leads, travel or reasonably incurred expenses for you, which shall be considered loans secured by compensation due you.

IV. TERM AND TERMINATION.

Section 4.1 Term. The term of this Agreement shall commence on the date of its execution shown below, and this Agreement shall continue indefinitely until terminated as provided in Section 4.2 below.

Section 4.2 Termination. This Agreement may be terminated as follows:

- a. By mutual consent of the parties to this Agreement, without notice; or
- b. By the unilateral request of either party, upon providing written notice to the other party of not less than thirty (30) days (ninety (90) days in the State of Oregon); or
- c. By us, immediately and without notice, upon any of the following occurrences:
 - i. Your breach of any of the terms, restrictions, obligations, or limitations set forth in this Agreement including, but not limited to, violations regarding our Confidential Information and/or Trade Secrets;
 - ii. The misrepresentation of our products or services, including omitting or falsifying any material information on an application for, or for the reinstatement, of our policy;
 - iii. Any act of embezzlement, theft, fraud, defamation, or dishonesty on your part or by any of your Sub-agents or employees;
 - iv. The withholding of any premiums, receipts, documents, correspondence, or other funds rightfully belonging to us or our Customers or Prospective Customers;
 - v. The termination, suspension, or revocation of any license or appointment issued to you that is necessary, as a matter of law, to perform your duties and obligations under this Agreement;
 - vi. Your conviction for a felony or a misdemeanor involving moral turpitude;
 - vii. Your failure to cooperate completely and honestly with the Company with regard its handling and resolution of any matter that is related to your representation of the Company pursuant to this Agreement;
 - viii. Your use of any unauthorized marketing materials, training tapes, videos, CDs or procedures without our written consent; or
 - ix. The determination by the Company, in its sole discretion, that your conduct or course of dealing with the Company, its agents, Customers or Prospective Customers is so egregious that a continued relationship with you would potentially cause harm to the reputation or welfare of the Company; or

- d. Automatically and without notice upon:
 - i. Your death;
 - ii. The final adjudication of either party as bankrupt; or
 - iii. The voluntary or involuntary dissolution of either party.

The termination of this Agreement shall terminate any and all authority granted to you under this Agreement, but you shall remain bound by the applicable restrictions and limitations set forth in this Agreement that are designed to continue after its termination, and you shall remain fully liable for any indebtedness or other obligations to us. Should this Agreement terminate pursuant to Section 4.2(d)(i) above, any sum owed to you under this Agreement shall continue to be paid to your beneficiary(ies), or if there are no surviving beneficiaries, then to your spouse, or if there is no surviving spouse, then to your estate, unless the parties to this Agreement have previously agreed otherwise, and said agreement is in writing and signed by both parties.

Our failure to terminate this Agreement under Section 4.2(c) above when we have grounds to do so shall not constitute a waiver of, or any limitation on, our rights to do so in the future, whether for the same, similar, or other grounds or reasons.

V. RESTRICTIONS AND LIMITATIONS ON YOU.

Section 5.1 Limits of Authority. Your authority will extend no further than is required to perform your duties under this Agreement. You do not have the authority to, and will not perform any of the following acts on our behalf:

- a. Make, alter, or discharge any contract.
- b. Waive any right to which we are entitled.
- c. Extend the time for any premium payment, change the amount of any premium payable to us, or accept premiums which you are not authorized to receive.
- d. Contract a debt in our name.
- e. Bind us with respect to any insurance policy, product, coverage, or otherwise.

Only we may approve applications for our insurance and commit ourselves to providing or issuing coverage. We make no representation that any application submitted by you or your Sub-agents will be approved by us absolutely or without reservation.

You and we hereby confirm our mutual understanding that you shall have no power or authority other than as expressly granted in the Agreement and no power shall be implied in the grant or limitation of powers specifically mentioned in this Agreement.

Section 5.2 Marketing Materials And Procedures. In performing your duties under this Agreement, you shall use only those marketing materials and procedures provided or approved by us in writing, and you shall not make any representation regarding our insurance policies that are not expressly set forth in such marketing materials and procedures. Our name, product titles, logos, Marks, and other advertising materials are, and at all times, shall remain our property. You, your Sub-agents, and/or your employees shall not use any such materials in any manner which has not been approved by us in writing. Upon termination of this Agreement, you shall return, and you shall cause your Sub-agents and/or employees to return, all of our marketing and other materials provided to you, your Sub-agents, and/or employees, or that are otherwise in your or their possession, custody or control pursuant to Section 5.7 below. Failure to comply with this Section may result in the immediate termination of this Agreement pursuant to Section 4.2(c) above.

Section 5.3 Your Expenses And Liability. You shall be responsible for the payment and discharge of all expenses associated with the operation of your business (including, but not limited to, any expenses relating to obtaining and maintaining any licenses, continuing education, liability coverage, recruiting and managing of Sub-agents, sales, lead resources, booth rental, or other charges that may be charged to you for the use of facilities and/or equipment). You, your Sub-agents, and your employees shall have no authority to incur any costs or expenses on our behalf without our written consent. You shall not be reimbursed for any expense incurred by you under this Agreement, including but not limited to any contracting fees, termination fees, or any other service fees and expenses. Your sole compensation under this Agreement shall be as provided in Section VII below. You also shall be responsible for all liabilities associated with you or your Sub-agents' insurance solicitation and sales activities for us, including but not limited to, (1) any liability for misrepresenting any coverage offered or issued by us; (2) any errors and omissions or related claims or actions brought by or related to our existing Customers or Prospective Customers involving you, your Sub-agents, employees, or others under your supervision; or (3) any claims arising from any of your current or prior affiliations with any insurance company or other business enterprise. To the extent that we, our directors, officers, employees or agents are named or otherwise involved in any legal or other action relating to any expense or liability of yours, we shall be entitled to be fully indemnified and defended by you in any such matter as provided in Section 8.2 below.

Section 5.4 Our Rights Regarding Our Customer Base. Any Customer or Prospective Customer with whom you or your Sub-agents deal or communicate with during the term of this Agreement, or your engagement or service as an agent for us, shall be deemed our exclusive Customer or Prospective Customer, whether or not you had any contact or relationship with such person prior to your relationship with us or develop relationships or goodwill with such Customer or Potential Customer under this Agreement. All rights to solicit or call on such Customers or Prospective Customers and any and all Leads, or other information relating thereto shall be, and remain, our sole property and shall be included among the “Confidential Information” and “Trade Secrets” (as defined in Section 1.5 above), unless specifically released by us in writing.

Section 5.5 Confidentiality. You agree that, while you are providing services under this Agreement and at all times thereafter, you, your Sub-agents, employees, or others acting under your supervision shall hold in the strictest of confidence and not, directly or indirectly, divulge, disclose, or make use of any Confidential Information or Trade Secrets of the Company other than in the performance of your duties for the Company. At all times, you, your Sub-agents, employees, or others acting under your supervision shall make all reasonable efforts to protect and maintain the confidentiality of the Confidential Information and Trade Secrets of the Company. The parties agree that nothing shall be construed to limit the time period for which information shall be maintained as Confidential Information or a Trade Secret for so long as the information or material remains such. You shall promptly notify the Company in the event you become aware of unauthorized disclosures of the Confidential Information or Trade Secrets by anyone at any time, whether intentionally or by accident. This Section does not limit the remedies available to the Company as to Trade Secrets under Section 5.9 below.

Section 5.6 Non-Solicitation. You hereby acknowledge that during the course of your contract with us, you and your Sub-agents will acquire confidential customer lists, customer information, and develop valuable relationships and goodwill with Customers, Prospective Customers, employees, and agents of the Company. Therefore, in order to protect these valuable relationships of which we have devoted significant financial, human, and other resources to develop, during the term of this Agreement and for a period of two (2) years after the termination of this Agreement, you, your employees, agents, Sub-agents, or others acting under your supervision shall not:

- a. Except on our behalf, directly or indirectly (including the acceptance of commission income), whether on your own behalf or on behalf of any other person or entity, solicit, attempt to solicit, have contact with, or direct any person to solicit or contact, any of our Customers or Prospective Customers with whom you, your employees, agents, Sub-agents, or others acting under your supervision have had Material Contact, for the purpose of selling any type of life insurance product or service; or
- b. Solicit, influence, or aid any other company, person, entity, or manager in recruiting or soliciting any of our employees or agents to terminate their employment or engagement with us nor employ, partner with, engage in any way, or aid any other company, person, entity, or manager in recruiting or soliciting any of our employees, agents, or former employees or agents within two years of their termination with us. Receipt of compensation from business written by any agent, Sub-agent, employee, or others acting under your supervision shall be conclusive evidence of such solicitation; or
- c. Except on our behalf, directly or indirectly, whether on your own behalf or on behalf of any other person or entity, solicit any Vendor of the Company for the purpose of purchasing products or services to support a competing insurer.

Section 5.7 Return of Property and Information. You agree not to remove any Company property from Company premises, except when authorized by us. You agree to return at your expense all Company property and information (whether Confidential Information, Trade Secrets, or otherwise) within your possession and control within ten (10) calendar days upon termination under Section 4.2. Such property and information includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by the Company to you or which you developed or collected in connection with providing products and services under this Agreement, including all Prospective Customer or Customer applications and Leads as well as all Company-issued equipment, supplies, accessories, keys, instruments, tools, devices, computers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by the Company, you shall certify in writing that you have complied with this Section, and have permanently deleted all Company information from any computers or other electronic storage devices or media owned by you. You may only retain information relating to your benefit plans and compensation to the extent needed to prepare your tax returns. Failure to comply with this Section could result in the loss of your vesting rights to commissions or fees of which you may be entitled.

Section 5.8 General Remedies And Damages. If you violate any of the terms of this Agreement, in addition to all other remedies available to us at law or in equity, you shall immediately forfeit any and all commissions to which you otherwise may be entitled under Section VII below. You agree that monetary damages alone are not sufficient to fully compensate us and we shall be entitled

to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, enjoining you and each and every party connected with such violation (including your Sub-agents) from the continuance of such violation and, in addition thereto, we shall be entitled to legal damages, including the court costs, attorney's fees, and litigation expenses incurred by us. Notwithstanding our proprietary interest in our Customers and Prospective Customers, we recognize that upon termination of this Agreement, certain of our Customers may choose to sever their respective relationship with us in favor of you or any person engaging you after the termination of this Agreement. As such, and in further consideration of your engagement of services as an agent for us, you hereby agree that, with respect to any Customer of ours who completely or partially severs his/her relationship with us in favor of you, your Sub-agent, other agent working under your supervision, successors or affiliates, or any person engaging your services (the "Severing Customer"), a presumption shall arise that you or your Sub-agent initiated the contact with the Severing Customer and without further proof from the Company, you shall pay us an amount equal to 100% of the commissions you or your Sub-agent earned (whether accrued or actually received) from us with respect to the Severing Customer during the twenty-four (24) month period immediately preceding the termination of the policy. In the event that such termination is the result of your violation of any of the restrictive covenants set forth in this Agreement, we, within our sole discretion, may choose the foregoing formula as liquidated damages in lieu of any other legal remedies; however, you agree that the foregoing payment of damages does not completely compensate us for all the damages which could or would be generated by such action and shall in no way prohibit the imposition of injunctive or other equitable relief by a court of competent jurisdiction.

If the Company receives information or a formal claim or complaint which, after reasonable investigation by the Company, leads it to believe you, your Sub-agents, employees, or others under your supervision were involved in violations of Trade Secrets, fraud, malfeasance, misappropriation, wrongful withholding of funds involving activities on our behalf or on behalf of Customers and Prospective Customers, or any other act or omission that would justify the forfeiture of compensation under Section 7.10, relating to this Agreement or any applicable insurance laws, notwithstanding any other provisions contained in this Agreement, we may withhold any and all commissions you might have acquired under this Agreement until the information or claim is investigated and the matter is resolved to the our satisfaction. Upon investigation of the claim, we shall have the right to terminate all vested commissions to you. In all instances, you shall cooperate with us during any investigation of a claim, dispute, question, grievance, disagreement, inquiry, claim, or in litigation. You will continue to cooperate after this Agreement terminates. Failure to comply could also result in the loss of your vesting rights to commissions or fees of which you may be entitled.

If you, your Sub-agents, employees, or others under your supervision initiate litigation, arbitration, administrative action or any other formal proceeding that names or otherwise involves us or any of our officers, directors, employees, agents, representatives, owners, parent companies, affiliates or subsidiaries, we may withhold any and all commissions you might have acquired under this Agreement until the proceeding is completed and resolved to our satisfaction.

Section 5.9 Trade Secret Act Remedies. Without limiting the generality of the foregoing, any breach of this Agreement with respect to any Trade Secret will constitute a willful and malicious "misappropriation" of a Trade Secret, thereby allowing us to subject you to all the available exemplary remedies for our benefit under law, including:

- a. The awarding of exemplary damages equal to not more than TWICE any award for actual loss and unjust enrichment;
- b. The assessment of our related attorneys fees; and
- c. Appropriate injunctive or other equitable relief.

Section 5.10 Our Control Over Our Products. Without liability to you and at our sole discretion, we reserve the right to establish or modify any commissions on policy and rider forms included or not included in your Commission Supplement described in Section 7.1 below; to cease offering any product; to withdraw the privilege of writing applications for any policy or rider form; to modify or change any premium rates; to refuse to issue any policy or rider to any applicant; or to designate certain products to be marketed only through select persons, distribution methods, or the Company including its affiliates.

VI. ARBITRATION CLAUSE.

In the event of any dispute, claim, question, grievance or disagreement between you and us or any of our officers, directors, employees, agents, representatives, owners, parent companies, subsidiaries or affiliates, including but not limited to those arising out of or relating to this Agreement or the relationships created hereunder, whether in contract, tort, or otherwise (a "Controversy"), the parties shall use their best efforts to settle such Controversy. To this end, the parties will consult and negotiate with each other in good faith and, recognizing mutual interest, attempt to reach a just and equitable solution to the Controversy satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days after written notice by a party to the other party of the existence of a Controversy, such Controversy shall be resolved by binding arbitration administered by The American Arbitration Association under

its Commercial Arbitration Rules as modified below. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Arbitration Clause is governed by the Federal Arbitration Act (Title 9, U.S. Code). Any arbitration conducted pursuant to this Agreement shall be conducted in accordance with the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of The American Arbitration Association, except as modified or otherwise specified herein. The arbitration process shall be conducted before a single, neutral arbitrator, who shall be an active or former officer of a life, accident and health insurance company with a minimum of ten (10) years' experience in the industry and disinterested in the outcome of the arbitration.

The parties agree that the arbitrator has the sole jurisdiction to rule on whether the Controversy is arbitrable. The power to rule on the jurisdiction of the arbitrator is solely delegated to the arbitrator. The power to determine the existence or validity of this Agreement, or the existence or validity of any portion of this Agreement including this Arbitration Clause, shall solely belong to the arbitrator. A decision by the arbitrator that this Agreement or any portion thereof is null and void shall not for that reason alone render this Arbitration Clause invalid. If any portion of this Arbitration Clause is ruled invalid, it shall not result in the entire Arbitration Clause being invalidated.

Arbitration proceedings hereunder shall be conducted in Thomasville, Georgia, or at such other location as shall otherwise be agreed to in writing by all parties. Limited civil discovery shall be permitted for the production of documents and the taking of depositions of witnesses. The arbitrator and the arbitration procedure shall be governed by Georgia law and any limited discovery allowed by the arbitrator shall take place in accordance with the Georgia Procedure Act. All issues regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, decisions regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within ninety (90) days of filing of the dispute with The American Arbitration Association. The award of the arbitrator shall be final, binding and conclusive upon the parties, and need not be accompanied by a reasoned opinion.

The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, or otherwise allocate such costs and fees between the parties in such manner as the arbitrator may determine to be just and appropriate. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel and expenses, out-of-pocket expenses, such as copying, telephone, court costs, filing fees, witness fees, and attorney's fees. The award of the arbitrator shall at all times remain confidential, and neither party nor arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the arbitrator's authority to award fees and expenses, all fees and expenses of the arbitration shall be borne by the parties equally during and throughout the arbitration proceedings (including costs of initiation), with each party being required to pay their respective portion of the fees and expenses at the time they become due. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

All matters which seek an interpretation or award under this Agreement shall be brought in Arbitration; however, nothing in this Agreement or Arbitration Clause shall require the Company to seek arbitration of any Controversy for which equitable or injunctive relief, including specific performance, is sought, unless the parties mutually agree to submit such issue to arbitration. The arbitrator will have no authority to award punitive or exemplary damages, or any other damages not measured by the prevailing party's actual damages (including assessable costs and attorneys fees as provided herein), and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

In the event that you initiate litigation against us, our response to that litigation (including the filing of an answer or a counterclaim) shall not operate as a repudiation, waiver, or abandonment of this Arbitration Clause. This Section VI shall survive the termination of this Agreement. By initialing this paragraph you acknowledge that you have read, understand, and agree to the terms of this Arbitration Clause.

Initial: _____

VII. COMMISSIONS, ADVANCES, AND AGENT'S ACCOUNT.

Section 7.1 Commissions In General. As full compensation for all services to be provided by you under this Agreement, we shall pay you commissions and fees based on premiums received by us with respect to our insurance policies issued and placed into force from applications solicited by or through you or your Sub-agents after this Agreement has become effective. The compensation (commissions and fees) that shall be payable to you for such business shall be set forth in the Commission Supplement attached to or applicable to this Agreement then in effect ("your Commission Supplement"). The specific rates and terms set forth in your Commission Supplement are subject to prospective change at any time, within our sole discretion, but shall remain in effect for all

applications submitted prior to our notifying you of any such change. Commissions are earned by you only upon receipt of the full premium payment from the customer. Any payment received by you which exceeds the amount of premium actually received from the customer shall be considered a loan to you subject to repayment pursuant to the terms of this Agreement. To the extent that you have received commissions for any insurance policy which is later reduced, canceled, or rescinded by us or the owner of such insurance, you shall owe and return the appropriate portion of such commissions to us. Certain plans identified in your Commission Supplement that lapse, cancel, reduce, or rescind within the 100% chargeback period and limited benefit plans with claims paid within the first policy year require the return of all applicable commissions paid. No commissions will be paid on premiums waived, on flat extra sub-standard premiums, or on premiums paid in advance which are not currently applied toward payment of premiums. If an insurance policy originally produced by you has lapsed, been canceled, or rescinded by us, the subsequent production of the same or similar policy by you, any of your Sub-agents or any other agent contracted with the Company, shall only give rise to a renewal commission. In the event a policy lapses or is canceled, the Company shall have the right in all instances to preserve or replace the policy and to place another policy(ies) with the policyowner; no further commissions will be payable to you as the result of the Company's exercise of this provision.

Any and all indebtedness to the Company by you shall be secured by a first lien upon any commissions or rights to commissions accruing under this Agreement, or any supplement or amendment hereto, and the Company is given and granted by you a first lien upon said commissions for such purpose.

Section 7.2 Renewal Commissions. With respect to any insurance policy originally produced by you or your Sub-agents, which policy has remained continuously in force, you shall be entitled to the commissions generated by the renewal of such policy as provided in your Commission Supplement, subject to the rules set forth in your Commission Supplement and this Agreement. For any month in which the 13th month persistency rate for policies issued by you or your Sub-agents in a respective month is less than the rate we define in your Commission Supplement or Agent Manual, all renewal commissions will be forfeited for those policies. If we determine, in our sole discretion, that you, your Sub-agents or employees have engaged in activities or in a manner contrary the best interests of the Company, our Customers or Prospective Customers, or contrary to the provisions of this Agreement, the Company shall have the right to terminate the payment of future renewals. Your rights with respect to renewal commissions following termination of this Agreement are set forth in Sections 7.8, 7.9 and 7.10 below. "Renewal Commissions" for purposes of this Agreement shall mean commissions payable as a result of any premium paid on a policy after the twelfth month from the policy's inception date.

Section 7.3 Advances. At our discretion, we may advance or loan to you a portion of your commissions. This advance is a loan of anticipated future commission earnings on a per policy basis. In consideration of the Company advancing funds to you, you agree that in the event of termination of any policy during the first twelve (12) months of such policy's existence, you shall return to the Company the difference between the amount advanced to you and commissions actually earned by you on premiums collected by the Company on a per policy basis, prior to the policy termination for each terminated policy or all applicable commissions paid pursuant to Section 7.1. Such return will be immediate or to your account with us according to your Commission Supplement. Certain rates of advance, as defined by us, will require immediate return of due commission. This advance shall not exceed \$700.00 on any one policy or household, and may be enforced by the Company in a subsequent action to collect on such loan on a per policy basis and without regard to any future earnings that you may receive from any other policy placed in force by you or any of your Sub-agents.

Section 7.4 Vesting. After this Agreement has been in effect two (2) years, in the event of termination by either party (except in instances in which termination also terminates vested commissions) or in the event of your death, compensation due hereunder will continue to you or your named beneficiary(ies) until such time as any month's earned compensation, under this and any other agreement with the Company or its affiliates is less than \$200.00 per month.

Termination pursuant to Section 4.2 (c) above, breach of any restrictive covenants set forth in Sections 5.5 and 5.6 above, misappropriation of any Trade Secret, or the occurrence of any of the events described in Section 7.10 below shall cause immediate forfeiture of all commissions and fees to which you otherwise would have been entitled. Please elect the beneficiary(ies) of your vested commission proceeds below:

Primary Beneficiary (ies) and Relationship(s): _____

Contingent Beneficiary (ies) and Relationship(s): _____

If no designations are made, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits

only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to the designation of any irrevocable beneficiary, by filing a written request for the change with the Company. A new designation of beneficiary terminates the interest of all previous beneficiaries. Such change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request.

Section 7.5 Your Account: Our Right Of Off-Set. We shall keep a record regarding your compensation and debt to us under this Agreement (“your Agent’s Account”). We shall credit all sums we owe you under this Agreement and debit all sums you owe us under this Agreement to your Agent’s Account. We also shall be entitled to credit or debit to your Agent’s Account the amount which we owe to, or which is owed to us by, any or all of your Sub-agents as provided in Section 7.6 below, and you shall be fully liable for any and all such debit balance as if it were all created by you personally. At our sole discretion, we may off-set at any time, whether before or after the termination of this Agreement, any amount we owe you under this Agreement by the amount of any sum you owe us under this Agreement. In this regard, we hereby reserve the right, at any time during the term of this Agreement, to request credit reference information or conduct a credit search with respect to your ability to pay any indebtedness then existing. During the term of this Agreement, we shall furnish you with a statement of your Agent’s Account at least once a month. You are expected to examine that statement, and if you are not satisfied with its correctness, you shall notify us of any disagreement in writing. Your failure to notify us of any objections or needed corrections within sixty (60) days from the date any such statement was made available to you, shall be deemed an admission by you of the accuracy and correctness of such statement and the transactions it represents. We shall remit payments to you (in accordance with your Commission Supplement) with respect to your Agent’s Account at least monthly. We may charge interest, not exceeding 1% per month, on the principle of the amount owed to us by you upon your failure to pay within thirty (30) days of when due. We may also at our discretion choose to charge, in lieu of the 1% interest rate, a onetime fee of \$150.00 immediately upon termination of this Agreement.

Section 7.6 Debit Of Your Sub-agents. You are liable for any amounts advanced to any of your Sub-agents, or any other amount any of your Sub-agents owe us. In the event one of your Sub-agents has failed to repay any debt or amount owed us by such agent as required in such Sub-agent’s Agent Agreement with us, you shall then immediately owe and become primarily liable to us for the full amount such Sub-agent owes us. You shall pay us such amount immediately in lump sum, or in accordance with such terms as we may otherwise agree with you. In consideration of your becoming primarily liable for such Sub-agent’s debt, we hereby agree to credit to your Agent Account, beginning at the time you become primarily liable for any such Sub-agents debt, any such Sub-agents commissions forfeited for failure to pay us such debt, at such time as those forfeited commissions would have become payable to such Sub-agent if not forfeited by such Sub-agent, subject to the other terms of this Section VII. We shall have the right to defer or waive the collection of any sum due under this Section without affecting our right to later demand and collect such sum or any other sum due under this Agreement.

Section 7.7 Debit In Your Account Balance Upon Termination: Security. Upon termination of this Agreement under Section 4.2 above, we shall immediately apply all compensation due you to such debt, including unearned advance, owed to us by you, which shall include debts of your Sub-agents. Upon termination of this Agreement under Section 4.2(c) or (d) above, all amounts for which you are liable to repay to us under this Agreement shall become immediately due and payable to us. Upon termination of this Agreement under Section 4.2(a) or (b) above, any amount for which you are liable to pay under this Agreement shall be due and payable within three (3) months; however, we shall have the right to extend this amount of time within our sole discretion. Our decision to extend such time past three (3) months does not constitute a waiver of or any limitation on our right to demand immediate payment of any amount owed to us by you. In addition, post termination rights to renewal commissions shall terminate at such time that you fail to pay the amount due us within three (3) months and provided that you have not made any arrangements with us to extend or modify the terms of the repayment of your debt to us. Any agreement to extend or modify terms of repayment must be in writing, signed by our authorized representative and entered into prior to the passing of three (3) months from the date of termination. Pursuant to Section 7.5 above, we may charge interest, not exceeding 1% per month, on the principle of the amount owed to us by you upon your failure to pay or the inability of the compensation due you to completely absolve all debt owed within thirty (30) days of when due. We may also at our discretion choose to charge, in lieu of the 1% interest rate, a onetime fee of \$150.00 immediately upon termination of this Agreement.

Section 7.8 Post-Termination Commission Rights: Agent Wrongdoing. If this Agreement is terminated pursuant to Section 4.2(c) above or any of the events described in Section 7.10 below occurs, you shall immediately forfeit all commissions and fees to which you otherwise would have been entitled. If we determine, after reasonable investigation, you are in breach any of the restrictive covenants set forth in Sections 5.5 or 5.6 above or misappropriate any Trade Secret, you shall forfeit all commissions and fees to which you otherwise would have been entitled. In all other termination situations, you shall be vested in renewal commissions as provided in Section 7.9 below.

Section 7.9 Post-Termination Commission Rights: In the event of the termination of this Agreement other than as provided in Section 7.8 above, you shall be entitled to receive, as earned, the renewal commissions that you would have received if this Agreement had not been terminated, and we shall continue to credit such amount to your Agent's Account, subject to our right to off-set provided in Section 7.5 above. Notwithstanding the foregoing, your post-termination rights in renewal commissions shall terminate at such time that you fail to pay any amount due us for which you are liable under this contract to pay or when the total earned commission due you is less than \$200.00 per month. We shall have the right to waive the discontinuing of renewal commission payments within our sole discretion without affecting our right to later discontinue paying renewal commissions as set forth by the criteria defined herein.

Section 7.10 Forfeiture Of Commission Rights: All compensation payable under this Agreement will be forfeited:

- a. If at any time, should you induce or assist in inducing any agent or employee of the Company to discontinue their agent relationship or employment with us, or otherwise reduce their sales volume with us in favor of a competing insurer;
- b. If at any time should you, your Sub-agents, employees, or other agents under your supervision have contact with our Customers or Prospective Customers except on our behalf, induce, suggest to, or encourage any of our Customers to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up, continue as extended term insurance, or otherwise reduce a policy in value by the use of non-forfeiture benefits;
- c. If Termination is for cause, pursuant to Section 4.2(c);
- d. If you do not fully repay any debt you owe us within three (3) months after the Agreement terminates;
- e. If you fail to return Company property pursuant to Section 5.7;
- f. If you fail to cooperate with us at our request regarding any lawsuit, inquiry, claim or investigative matter involving you, any of your Sub-agents, employees, or others under your control or supervision, or any matter involving any act or omission involving you or your Sub-agents;
- g. If at any time you, your Sub-agents, or others under your control or supervision take actions that jeopardize the integrity of our Confidential Information or Trade Secrets;
- h. If you breach of any of the terms, restrictions, obligations, or limitations set forth in this Agreement which survive termination; or
- i. As otherwise provided for in this Agreement and as the Company determines reasonable and necessary to enforce our legal rights and/or interests under this Agreement.

Forfeiture of compensation will not prejudice any other remedy we may have against you at law or in equity.

VIII. GENERAL PROVISIONS.

Section 8.1 Your General Compliance. You shall perform your duties and obligations under this Agreement in compliance with all applicable statutes and administrative regulations and immediately shall notify us of any notice received of any alleged violations thereof and promptly shall correct such violations. Additionally, you shall conduct your business affairs in compliance with the terms and provisions of this Agreement and any reasonable rules and regulations established by us.

Section 8.2 Indemnification Of Us. You shall indemnify, defend, and hold us harmless from and against any loss, liability, damage, fine, penalty, or expense (including reasonable attorneys' fees, litigation expenses, and arbitration expenses) suffered or incurred by us, our employees, officers, directors, agents or representatives as a result of or in connection with:

- a. You or any of your Sub-agents (during the course of their contract with us) failure to comply with any law or administrative regulation (including, but not limited to, those relating to the reporting, withholding, or payment of taxes), regardless of whether such failure was intentional or unintentional or resulted from mistake, negligence, or lack of your knowledge; or
- b. You or any of your Sub-agents (during the course of their contract with us) breach of any duty, obligation, limitation, restriction, representation or warranty, set forth in this Agreement or any rule or regulation established by us.
- c. You or any of your Sub-agents taking any action or committing any omission that causes or contributes to, wholly or in part, a claim made by a Purchaser, Customer, Prospective Customer, agent, Sub-agent, or government agency against us, our employees, officers, directors, agents or representatives.
- d. Any of your Sub-agents making a claim against us, our employees, officers, directors, agents, or representatives, regardless of whether the claim is made by the Sub-agent individually, as a co-claimant, as a class members, under an alter ego, as an entity, and/or through a third-party person or entity. This subsection shall include any event covered by the Arbitration Clause.

We shall be entitled to off-set (debit) any amount owed us pursuant to this Section 8.2 against any commissions or other credits otherwise owed to you. The terms of this Section shall survive termination.

Section 8.3 Effect Of Your Legal Character. In the event you are not an individual, you represent you are an authorized officer, member or partner with the appropriate authority to enter this Agreement. All your officers, employees, partners, principals, stockholders, or other related persons shall also be personally responsible and liable to honor your duties, obligations, and debts to which you are bound under this Agreement.

IX. MISCELLANEOUS

Section 9.1 Notice. Any notice provided under this Agreement shall be in writing and shall be deemed sufficiently given on the date of service, if served personally, by telecopy or by e-mail, or on the third business day after mailing, if mailed by certified or registered mail or sent by other means which are considered as reliable. Notice to you shall be sent to your current address on file with us. It shall be your responsibility to keep us informed of your current mailing and email addresses. Unless we inform you otherwise in writing, notice to us shall be sent to: Senior Life Insurance Company of Texas, Post Office Box 3088, Thomasville, Georgia 31799-2447.

Section 9.2 Trademarks. You acknowledge that the Company is the owner of all right, title, and interest in and to the tradenames "Senior Life Insurance Company of Texas" as well as other designs, trademarks, service marks, mottos, and logos (the "Marks") that have become associated with the Company. In conjunction with Section 3.2, you are hereby granted a limited license to use the Marks only to the extent necessary to carry out your duties hereunder. This license shall terminate effective upon termination of this Agreement.

Section 9.3 Captions and Headings. The captions and headings in the Agreement are inserted only as a matter of convenience and for reference, and in no way do they define, limit, or describe the scope of this Agreement, or the intent of any provision of this Agreement.

Section 9.4 Governing Law. This Agreement shall be construed and enforced in accordance with and interpreted pursuant to the laws of the State of Georgia, without regard to principles of conflicts of law. To the extent permitted by law, venue for the resolution of any Controversy or other dispute between you and us or any of our officers, directors, employees, agents, representatives, or affiliates, that are not subject to the mandatory binding arbitration pursuant to Section VI of this Agreement, shall be the Superior Court of Thomas County, Georgia. You and the Company agree to submit to the personal jurisdiction of the Superior Court of Thomas County, Georgia.

Section 9.5 Non-Waiver. No restriction, condition, obligation, or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur.

Section 9.6 Construction and Severability. The provisions of this Agreement shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. In the event that a court should determine that any provision of this agreement is overbroad or otherwise unenforceable, the parties authorize such court to modify and enforce such provision to the maximum extent possible in favor of providing protection to the Company's legitimate business interests. If any provision of this Agreement shall be found by a court to be overbroad or otherwise unenforceable and not capable of modification, it shall be severed and the remaining provisions and clauses enforced in accordance with the tenor of this Agreement.

Section 9.7 Assignment. This Agreement is your personal undertaking, and you may not transfer or assign any of your obligations or rights under this Agreement without our express written consent. This Agreement shall be binding upon your beneficiaries, heirs, executors, administrators, successors, permitted assigns and personal representatives. We may assign our rights and obligations under this Agreement at any time.

Section 9.8 Electronic Signature, Transmission and Retention of this Agreement. As applicable, you agree your use of a key pad, signature pad, mouse or other device to select an item, button, icon, or similar act/action, constitutes your electronic signature and is the legal equivalent of your manual signature on the Agreement. The electronic transmission of any signed (electronic or manual) initial provision, page and/or signature page, by one party to the other, shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. The Company may retain this Agreement solely as an imaged or electronic version and may destroy any original signed version of this Agreement provided the imaged or electronic version accurately represents this

Agreement including parties' signatures. The parties agree that a facsimile or other electronic reproduction of this Agreement shall be deemed as valid as the original.

Section 9.9 Complete Agreement. This Agreement and the Schedules, Supplements, and other agreements referred to in this Agreement constitute the entire Agreement and understanding between the parties with respect to the subject matter covered in this Agreement, and this Agreement supersedes all prior negotiations, proposed agreements, previously executed Agent Agreements between you and the Company, and understandings between the parties concerning any of the provisions of this Agreement. The Company's unilateral exchange of Commission Supplements pursuant to Section 7.1 of this Agreement shall not affect the enforceability of any provision of this Agreement and is a change that does not require the consent of the Agent in order to be effective. With the exception of the exchange of Commission Supplements, neither party shall be bound by the terms of any amendment to this Agreement unless the amendment is signed by the party against whom the same is sought to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this ____ day of _____, 20 ____.

Agent Signature

Company Corporate Official Signature

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.