

New Era- New Era Midwest- Philadelphia American

*Agent must live in one of the states available for the company they are contracting with in order to be appointed (he can also have non- resident states license in the other states and receive overrides but must live in at least one of the states)

*If an agent would like to assign their commissions to a company they must hold an entity or corporate license in the name of the company (there is no appointment fee for these states if they do indeed carry a corporate license in GA, NC, and MS New Era will pay the appt fee.

New Era: Pennsylvania, South Carolina- (SC only Must submit business with appointment paper work in order to get appointed), Texas, Louisiana

New Era-Midwest: Texas, GA (GA only no appt fee if has agency and assigning commissions)

PALIC: AL, NC (NC only no appt fee needed if agency and assigning commissions to agency),OH, OK, MS (MS only no appt fee if has agency and assigning commissions)

**NEW ERA LIFE INSURANCE COMPANIES
Appointment Checklist**

Agent Name: _____ Date: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Please check the appropriate box for your choice of appointment:

- NEW ERA 
 NEW ERA - MIDWEST 
 PALIC 

NEW AGENT APPOINTMENT FEE

- | | | |
|---|--|---|
| <input type="checkbox"/> Pennsylvania \$15.00 | <input type="checkbox"/> Texas \$10.00 | <input type="checkbox"/> Alabama \$30.00 (E & O required) |
| <input type="checkbox"/> South Carolina N/A | <input type="checkbox"/> Georgia \$17.85 | <input type="checkbox"/> Illinois N/A |
| <input type="checkbox"/> Texas \$10.00 | | <input type="checkbox"/> North Carolina \$10.00 (Med Supp only) |
| <input type="checkbox"/> Louisiana \$20.00 | | <input type="checkbox"/> North Carolina \$10.00 (Life only) |
| | | <input type="checkbox"/> North Carolina \$20.00 (Med Supp & Life) |
| | | <input type="checkbox"/> Ohio \$20.00 |
| | | <input type="checkbox"/> Oklahoma \$55.00 |
| | | <input type="checkbox"/> Tennessee \$15.00 |
| | | <input type="checkbox"/> Mississippi \$25.00 (E & O required) |

Hierarchy

Agency/Agent _____ Agent # / comm. code _____

Agent _____ Agent # / comm. code _____

Agent _____ Agent # / comm. code _____

Sale Reps. _____ Agent # / comm. Code _____

To avoid delay, please include all documents along with signatures where apply.

- | | |
|---|--|
| <input type="checkbox"/> 2 Contracts | <input type="checkbox"/> Application for Appointment |
| <input type="checkbox"/> 2 Commission Schedules | <input type="checkbox"/> Copy of Current License |
| <input type="checkbox"/> W-9 | |
| <input type="checkbox"/> E&O <u>must be current</u> _____ | <input type="checkbox"/> N/A _____ |
| <input type="checkbox"/> Appointment Fee/Pre-Auth (PAC) _____ | <input type="checkbox"/> N/A _____ |
| <input type="checkbox"/> Advance _____ | <input type="checkbox"/> N/A _____ |
| <input type="checkbox"/> Direct Deposit _____ | <input type="checkbox"/> N/A _____ |
| <input type="checkbox"/> Assignment of commission _____
(Only if commissions are payable to Agency or Corporation) | <input type="checkbox"/> N/A _____ |



NEW ERA LIFE INSURANCE COMPANY

NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST

PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

FOR HOME OFFICE USE ONLY

Agent # _____

Eff. Date _____ Code _____

State _____ Contr Type _____ FEP _____

APPLICATION FOR APPOINTMENT

- 1. Print or type answers to all questions
2. Send to: New Era Life Insurance Company
P.O. Box 4884
Houston, Texas 77210-4884

- 3. Be sure to attach
• Copy of current resident license and current non-resident license for each state you are requesting appointment.
• W-9 form with correct tax information
• Copy of E&O certificate

AGENT NAME _____

CORPORATION NAME _____

RESIDENCE ADDRESS _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

PHONE NO. _____ FAX _____

PHONE NO. _____ FAX _____

SOCIAL SECURITY NO. _____

T.I.N. _____

DATE OF BIRTH _____

EMAIL _____

INDIVIDUAL LICENSED FOR: [] Life [] A & H

CORPORATION LICENSED FOR: [] Life [] A & H

ALL MAIL SENT TO: [] Home [] Business

PAY COMMISSIONS TO: [] Self [] Corporation or Agency (If Corporation or Agency, please include Assignment Form)

LICENSE INFORMATION

Resident State License Number: _____ Expiration Date: _____

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

Table with 5 columns: STATE, LIFE, A&H, LICENSE NO., EXP. DATE. Contains three rows of blank lines for data entry.

LIST COMPANIES YOU CURRENTLY REPRESENT _____

- Has you license ever been suspended or revoked? [] Yes [] No
Have you ever been charged with embezzlement, theft, or any type of felony? [] Yes [] No
Have you ever appeared before any State Insurance Board or Committee? [] Yes [] No
Has a justified complaint ever been filed against you with an Insurance Department? [] Yes [] No
Has any agency contract, to which you were a party, ever been canceled by an insurance company? [] Yes [] No
Has a suit or judgment ever been brought against you in connection with your insurance activities? [] Yes [] No
Have you ever been convicted of a crime? [] Yes [] No
Are you currently in debt to any insurance company or federal agency? [] Yes [] No

Please attach an explanation for any "Yes" answers to the above questions.

INSURANCE EXPERIENCE

(Life/Health Companies)

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

How many years have you been in the insurance industry? _____

Circle professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU FLMI

Have you ever represented New Era Life, New Era Life of the Midwest, or Philadelphia American Life? Yes No

FAIR CREDIT REPORTING ACT DISCLOSURE

I understand that as a part of the normal processing procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, or any others who are acquainted with me or my agency. This inquiry includes information regarding my character, general reputation, personal characteristics and mode of living. I have a right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

I state that to the best of my knowledge all information on the application is correct and that I am not presently, nor do I anticipate being involved in either a personal or business filing of bankruptcy.

Signature _____ Date _____

Recruiter's Signature _____ Date _____

COPY OF CURRENT LICENSE, W-9 AND E&O CERTIFICATE MUST BE ATTACHED.

Recruiter's Comments: _____

New Era Life Insurance Company • Philadelphia American Life Insurance Company • New Era Life Insurance Company of the Midwest
200 WestLake Park Boulevard, Suite #1200 • Houston, TX 77079 • P.O. Box 4884 • Houston, TX 77210-4884
(281) 368-7200 • (800) 713-4680 • Fax (281) 368- 7282



**PRE-AUTHORIZED CHECK (PAC)
Appointment Fee Payment Form
(BANK DRAFT)**



Bank Name

Name On The Bank Account

Name as it appears on your bank account:

AUTHORIZATION TO MY BANK

As a convenience to me, I hereby request and authorize you to pay and charge to my account, checks or electronic debits drawn on my account by and payable to the order of Philadelphia American Life Insurance Company, provided there are sufficient collected funds in said account to pay the same upon presentation. I understand this will occur as soon as my appointment is approved and that such record will appear on my monthly statement. I agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, the bank or credit card company shall be under no liability whatsoever.

Signature

Date

Routing number input field with vertical bars on the left and right sides.

Account number input field with vertical bars on the left and right sides.

ROUTING NUMBER

ACCOUNT NUMBER

SAMPLE CHECK

		5224
		Date
PAY TO THE ORDER OF		\$ <input type="text"/>
		DOLLARS
FOR		
ROUTING NUMBER	ACCOUNT NUMBER	CHECK NUMBER
1231234	123 111 5555	5224



NEW ERA LIFE INSURANCE COMPANY

GENERAL AGENT'S CONTRACT

For

Name

Of

Address

City State Zip

P.O. Box 4884 · Houston, Texas 77210-4884
200 Westlake Park Blvd. · Suite # 1200 · Houston, Texas 77079

1-800-713-4680 · 281-368-7200

1. APPOINTMENT

Subject to the limitations contained herein, the Company hereby constitutes and appoints the General Agent as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the General Agent, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The General Agent and the Agents or Brokers recruited by or assigned to the General Agent may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

2. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the General Agent agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the General Agent and Agents or Brokers recruited by or assigned to the General Agent.
- (b) Operate only in states where the General Agent and Agents or Brokers recruited by or assigned to the General Agent are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the General Agent, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the General Agent and the Agents or Brokers recruited by or assigned to the General Agent may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the General Agent's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the General Agent or the General Agent's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the General Agent or the Agents and/or Brokers recruited by or assigned to the General Agent at the time of application or upon delivery of an insurance policy.

3. AGENTS AND/OR BROKERS

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the General Agent as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the General Agent, and to terminate the appointment of any such Agent or Broker, without any liability to the General Agent.
- (c) If both the General Agent and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

4. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

5. LIMITS OF AUTHORITY

The General Agent is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The General Agent shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The General Agent is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

6. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the General Agent, reject applications or refund premiums for insurance policies or annuity contracts submitted by the General Agent or Agent and/or Broker recruited by or assigned to the General Agent without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

7. INDEBTEDNESS

The General Agent will be responsible for the payment to the Company on demand of all monies which (a) The General Agent or Agent and/or Broker recruited by or assigned to the General Agent collects on the Company's behalf; (b) are due it because of compensation paid to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or (c) are paid or advanced to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent which are not due under this Agreement. Until the Company receives all such monies from the General Agent or Agent and/or Broker recruited by or assigned to the General Agent, the same shall be a debt payable on demand and for which he/she is personally liable.

8. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the General Agent under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the General Agent under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

9. LITIGATION

- (a) If any legal action is brought against the Company, its employees, the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the General Agent's or Agents and/or Brokers recruited by or assigned to the General agent, in connection with activities hereunder, the Company may require the General Agent to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the General Agent shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the General Agent shall indemnify the Company for such judgment as well as all attendant costs as stated above. The General Agent shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the General Agent and Agent and/or Broker recruited by or assigned to the General Agent. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- (b) The General Agent shall not commence any litigation between the General Agent and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall no be unreasonable withheld.

10. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the General Agent on demand. The General Agent agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

11. PERSONAL DEVELOPMENT AND SERVICE

The General agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent solicit applications, and to insure that such Agents and Brokers are so informed. The General Agent further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

12. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the General Agent compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent in accordance with the attached Commission Schedules.

(a) Change in Schedule

The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the General Agent, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

(b) Reinsurance

If all or any portion of a policy of insurance issued by the Company through the solicitation of the General Agent or Agent and/or Broker recruited by or assigned to the General Agent is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.

(c) Renewal Commissions on Termination, Death or Total Disability of the General Agent

If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the General Agent is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the General Agent at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the General Agent or the heirs or legal representatives or the General Agent in accordance with this Agreement.

(d) Termination of Service Fees

In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the General Agent or after the termination of this Agreement for any other reason.

(e) Conversion, Chances and Replacements

The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

13. TERMINATION

At any time either the General Agent or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the General Agent's death, bankruptcy, or insolvency, or, in the event the General Agent is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the General Agent's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the General Agent:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the General Agent by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the General Agent's association with the Company or afterwards that the General Agent has committed any of the acts described in this paragraph then the General Agent shall forfeit to the Company all right, title and interest in any compensation due the General Agent under this Agreement. A forfeiture under this paragraph shall not constitute an election by the company to forego any claim it may have against the General Agent.

14. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the General Agent at the General Agent's address according to the Company's records or to the Company at its home office, whichever applies.

15. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between the General Agent, the Agent and/or Broker, and the Company, or between the General Agent and the Agent and/or Broker shall at all times be deemed independent contractors. The General Agent and the Agent or Broker shall be free to exercise their own judgment as to the persons from whom they will solicit applications for insurance policies and annuity contracts and the time and place of such solicitation, but the Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the business covered hereby, not interfering with such freedom of action of the General Agent and any Agent or Broker recruited by or assigned to the General Agent, who shall nevertheless be subject to and comply with such rules, regulations, and instructions. The General Agent and any Agent or Broker recruited or assigned to the General Agent shall at all times be free to contract with other insurance companies and solicit business on their behalf.

16. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the General Agent and the Company to represent the Company.

17. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

18. INJUNCTION

The General Agent agrees that if, during this Agreement, or within two years after termination thereof; if the General Agent does any of the acts described in paragraph 13 subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the General Agent does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the General Agent from any such act. The General Agent agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the General Agent.

19. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The General Agent agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the General Agent or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

20. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the General Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

21. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

22. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title

IMPORTANT COMMISSION PAYMENT INFORMATION

New Era Life Insurance Companies is pleased to provide direct deposit of your commissions into your bank account.

In order to begin direct deposit, please complete the authorization form below. Please be sure to **sign the form and attach a voided check**. The initial direct deposit processing will take approximately two weeks. You will receive an actual check for any commission due during this time.

If you change your bank account number, please notify us immediately to avoid any delays in your commission. A written request along with a new voided check must be submitted in order to change this information.

Direct Deposit Authorization

Please Complete & Return to Home Office /Commission

Agent Name: _____ Date: _____

Agent Number / Numbers: _____

Social Security or Tax ID Number: _____

Email Address: _____

I authorize New Era Life Insurance Companies to initiate electronic credit entries for commissions due. Debit entries will only be made if a bank error or a commission processing error has occurred.

Checking Account (*Attach Voided Check and Sign Below*)

Savings Account (*Complete Bank Routing & Account No. and Sign Below*)

Update to existing bank account information

As of _____ my bank information is as follows. In order to change the bank information,
Date

I must submit a written request along with a voided check. This authority will remain in effect until I have canceled in writing.

Financial Institution:	
Branch / City / State	
Routing & Transit #	
Account #	
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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

Exempt From Backup Withholding

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

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, and 5 below indicate otherwise.

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

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

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.