



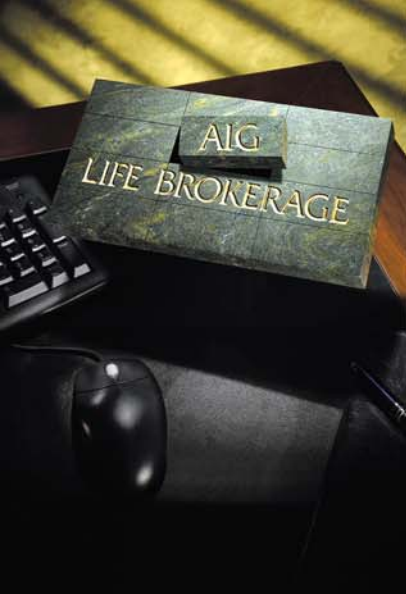
YOUR APPLICATION MAY BE RETURNED!

You must be licensed and appointed with the company prior to submitting an application. Insurance companies are now ***returning*** applications submitted by brokers who are not ***licensed and appointed*** for the respective company in the state of solicitation.

**** ATTENTION ****

**THIS PAPERWORK MUST BE
RETURNED TO YOUR
BROKERAGE
GENERAL AGENCY.**

Failure to return to your Brokerage General Agency will result in a delay of the appointment and possible rejection, by the carrier, of any business submitted.



Prescreening/ Scrubbing

PARTNERING FOR
EXCELLENCE

Critical for faster agent appointments and accurate commissions

Omissions are common on contracting paperwork, slowing down the agent contract process.

To minimize delays in contracting your agents, we developed the AIG Life Brokerage Licensing and Contracting Checklist.

Inside, you will find guidelines for completing each section.

LICENSING & CONTRACTING CHECKLIST

Licensing and Contracting Forms	Additional Information
<input type="checkbox"/> Coversheet	Review with AIGLB for acceptability if using your own coversheet.
<input type="checkbox"/> Appointment Application	Part 1 Both individual and corporate principal applicants must complete the required information Part 2 Only complete if applicant is a corporation Part 3 To be completed by the IMO/BGA. Ensures all mail and correspondence is sent to the correct recipient Part 4 List all states where an appointment is requested and include applicable non-resident appointment fees. Part 5 Complete for variable appointment only. Attach copy of CRD Part 6 Background information. Answer all questions and if any yes answers, please provide an explanation (not limited to insurance/financial services) Part 7 Signature of applicant Part 8 Signature of recruiter Part 11 Applicant and recruiters name (completed by recruiter) Part 12 Contract level and commission pay out (completed by recruiter) Part 13 Additional forms information
<input type="checkbox"/> Signed Agency Agreement/ Solicitors Sales Agreement	<u>Agency Agreement</u> - Requires the signature, name and tax id/social security number of the agent or principal of the corporation <u>Solicitors Agreement</u> - Requires the agent name, agency information, agent signature, agent date of birth, and agent social security number. Requires signature on behalf of the agency.
<input type="checkbox"/> Assignment of Commissions	Requires the agent code number, the individual receiving the money, the tax ID/social security number of the individual receiving the money, the address of the agent receiving the money and the signature of the agent.
<input type="checkbox"/> Annualization (50% or 75%)	Requires the agent name, agent signature, agent code number, recruiter signature and recruiter agent code number.
<input type="checkbox"/> Direct Deposit	Requires the agent name, code number (if applicable), social security number, transaction type, bank information, agent signature and a voided blank check
<input type="checkbox"/> License Copies	For all states being requested
<input type="checkbox"/> Check for non-resident appointment fees	Separate fee chart is available on the Web site at www.aiglifebrokerage.com .
<input type="checkbox"/> Addendums	Certain products may require a special addendum. Please consult with your Regional Sales Office.

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Part 1 Individual and Principal of Corporation. This is Required Information.

Please Print Clearly

Social Security Number: _____ - _____ - _____

Name: _____
Last Name First Name Middle Initial

Date of Birth: _____ Sex: Male Female
month day year

Resident/Home: _____
Physical Address

City State Zip

Resident/Home Phone Number: _____ E-Mail _____

Business Address: _____
Physical Address City State Zip

Business Phone Number: _____ Fax Number _____

I am an officer of the below corporation.

Part 2 Corporate Applicants Required Information.

Please Print Clearly

Individual Applicants Do Not Complete This Section

Tax ID Number _____

Corporate Name: _____

Corporate Address: _____

City State Zip

Corporate Phone Number: _____ State Incorporated: _____

Fax Number: _____ E-Mail: _____

Primary Officer for Corporate Records: _____

Background information reported on page – should provide information for the Officer of the corporation.

Part 3 Recruiter Section - IMO/BGA Only. Complete ONLY when address used is NOT the above business address

Primary mailing address, phone contact, e-mail and faxes will be communicated to the following:

All Home Office Mail and other Communication will be directed to **other than the above**. Please direct to:

Agency Name: _____ Agency Code Number: _____

Business Address: _____ Commission Address: _____

City State ZIP City State ZIP

Fax Number: _____ Phone Number: _____

E-Mail Address: _____ Please check when commission check is mailed directly to agent's business address.

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Part 4 Licensing and State Appointment Request

Attach copies of licenses for all requested state appointments. Provide appropriate fees for nonresident appointments.

Social Security Number: _____ - _____ - _____

Applicant Name: _____

Licensed for: Life Health Contracted as: Individual Agency

Resident State: _____ Resident License Number: _____

Nonresident Appointment State(s): _____

Attach applicable fees and licenses for states listed above.

FLORIDA residents must specify the Florida county where their business office is located: _____

NON-RESIDENT FLORIDA agents soliciting in Florida must list the county(s) in Florida in which they intend to personally solicit:

Part 5 Variable Licensing - Complete ONLY when variable appointment is requested.

Please complete the following ONLY when requesting variable appointment.

Who is your Broker/Dealer? _____

CRD Number: _____

Circle all current NASD licenses that you hold: 6 7 22 24 26 63 Other: _____

Independent Wholesaler Election

Some broker-dealers may permit third-party wholesaling firms to offer certain services and support to registered representatives in order to facilitate sales of American General Life Insurance Company (AGL) variable universal life products. These firms are referred to by AGL as Independent Wholesalers (IW). In order for you to sell AGL's variable universal life insurance products through an IW, an IW agreement must be in place with the BGA/IMO and your broker-dealer must be informed, pursuant to NASD Rule 3030, of your IW election. Additionally, this IW Election Form must be submitted to AIG Life Brokerage, which documents your IW election. If you wish to obtain support through an IW, please indicate your election below.

IW Election: _____
(Name of IW Firms and Code Number)

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Part 6 Background Information Required On All Applicants

If this is a corporate application, the questions should be answered by and about the agency principal.

Social Security Number: _____ - _____ - _____

CONFIDENTIAL HISTORY/BACKGROUND INFORMATION

Please provide complete details for any "yes" answers in the Remarks section. Attach additional documentation as necessary.

- 1. Have you ever been convicted of or plead guilty or no contest to:
 - a. Any Felony? Yes No
 - b. Any Misdemeanor? Yes No
 - c. A violation of federal or state securities or investment related regulations? Yes No
- 2. Are you currently under investigation by any legal or regulatory authority? Yes No
- 3. Do you now owe money to any life or health insurance company? Yes No
- 4. Have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgements against you? Yes No
- 5. Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reason other than lack of sales? Yes No
- 6. Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory body or any securities commodities or insurance regulatory body or organization or employer? Yes No
- 7. Has a bonding company ever denied, paid out on or revoked a bond for you? Yes No
- 8. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage? Yes No
- 9. Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities? Yes No

If you are a resident of CA, OK, or MN and would like a copy of the background report obtained, please check here.

REMARKS SECTION: Details of "yes"

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Part 7 Signature of Individual -or- Principal of Corporation

Social Security Number: _____ - _____ - _____

I have read and received, as of the date indicated below, the notice concerning investigative consumer reports, as required by law. I understand that in signing this form, I hereby authorize the American General Life Companies that I have requested appointments with (hereinafter collectively referred to as the "American General Affiliates") to investigate my background, including my credit history and interviews with former employers and/or primary insurance company. I authorize the American General Affiliates and individuals named in the application to give the American General Affiliates any information regarding me that they have available. I agree that if any of my answers to the questions in Part 7 change, I will notify, in writing, American General Affiliates within 10 business days of the incident which would cause an answer to change. I understand that falsification of information or failure to update the answers on this application may result in termination of appointment(s) with all American General Affiliates. In addition, I hereby authorize the American General Affiliates to report information about earnings and debit balances to any credit bureau or similar organization.

I further authorize American General Affiliates, to verify my previous employment and securities registration history through the CRD system. I hereby authorize American General Affiliates to share background, licensing and applicant data with their affiliates. I acknowledge that I have received and reviewed the "Compliance Manual" for the American General Life Companies, and/or "Operations Manual" and I agree to abide by those principles, as amended or supplemented from time to time, in representing any of the Companies that appoint me.

By signing the authorization, I certify that my E&O policy extends coverage to the person or entity requesting contracting and appointment. I agree to provide a copy of the E&O policy, if requested. Further, I understand that I am responsible for maintaining at least \$1 million per act of Errors and Omissions coverage without interruption while my American General Life or affiliated company contract is active. I further understand and acknowledge that this is a minimum level only, and if my E&O coverage needs are in excess of \$1 million, I agree to ensure that my E&O coverage needs are addressed appropriately.

Date: _____ / _____ / _____ Signature: _____
 Signature of Individual -or- Principal of Corporation

Part 8 Signature of Recruiter

The undersigned [recommending representative or General Agent] by executing this applicant recommends the applicant to American General Affiliates as a suitable person to represent the companies. The recommending individual or General Agent also agrees to supervise and assume responsibility for the applicant, if appointed by American General Affiliates, in accordance with the terms of his/her Contract.

Signature: _____ Date: _____ / _____ / _____
 Signature of Recruiter
 Print Name: _____ Agent/Agency Code # _____
 Print Name of Recruiter Required

Part 9 Home Office Section

Signature: _____ Date: _____ / _____ / _____
 (Additional signatures, if required, RVP)
 Print Name: _____ Regional Code Number _____
 Home Office Approval: _____ Date: _____ / _____ / _____
 (If required)

Remove and leave Part 10 with applicant.

Part 10 Fair Credit Reporting Act - Notice of Proposed Investigative Consumer Report

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, each company with which you have requested an appointment may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living. You have the right to request in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Send your request to: Licensing and Contracting Department, 750 W. Virginia St. Milwaukee, WI 53204. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. Also each company with which you have requested an appointment may share the information contained in the investigative report and other information in your file with its affiliates. unless you send a written request to the above-described address directing that this information not be disclosed or shared with affiliates.

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Part 11 Upline Data - To be completed by individual recruiting applicant.

Applicant Name: _____ Applicant Social Security Number: _____
Please Print

Direct Upline Name: _____ Agency Code Number: _____
Please Print

Part 12 AGL Commission Section - Must be completed.

Contract Level Requested IMO/BGA MGA MGA 1 GA GA 1 GA 2 Agent/Producer

Commission Level for American General Life

Life Products: First Year Level: _____ *If First Year is selected, Renewal Level must also be indicated.*
Renewal Level _____
(HO Approval) Productivity Bonus Level _____

Specialty Products: First Year/Renewal Level _____
(Street Max = J)

AGL Annuity Deferred & Immediate: First Year/Renewal Level _____

A & H: First Year Level _____ *If First Year is selected, Renewal Level must also be indicated.*
Renewal Level _____

United States Life - Please attach appropriate signed Commission Schedules & Contract

Contract Level Requested: GA GA1 GA2 Producer

GA1: Override _____% GA2: ERA _____%
ERA _____%

PLEASE NOTE: Commission level changes will affect policies with an application-signed date **later** than the effective date of the commission change.

Mail Commission Statements to: GA GA1 GA2 Producer

Part 13 Additional Forms Section

Annualization: Please attach annualization form when requesting annualization. (Available on a limited basis.)

Electronic Funds Transfer (EFT) Please attach EFT form and a copy of a voided check when requesting to receive commissions electronically.

Appointment, Bonus and Annualization require Home Office Approval.

AGENCY AGREEMENT

Each life insurance company's products are separately underwritten and independently supported by the representative company. The below listed companies are members of the American International Group, Inc.

FOR

Last Name _____ First Name _____ Middle Initial _____

If Representative is a Corporation, the full Corporate name must appear above, and an authorized officer must sign and indicate the officer's title.

Individual

Social Security Number _____

Corporation

Tax Identification Number _____

Representative

Signature _____ Title _____

American General Life Companies

Contract Date _____
To be completed by Home Office

_____ Home Office Authorized Signator

This Agency Agreement may not be used to contract banks, credit unions or thrifts to AIG Annuity Insurance Company and, if submitted for that purpose, will not be accepted. This Agency Agreement may not be used to replace an in force AIG Annuity Insurance Company Agency contract and, if submitted for that purpose, will not be accepted.

AIG Annuity Insurance Company, Amarillo, TX *
American General Life Insurance Company, Houston, TX

AGLB1056-0104

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WE KNOW LIFE.SM

AIG AMERICAN
GENERAL

AIG Life Brokerage

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B. Appointment Application

RECITALS

Representative (“REPRESENTATIVE”) has executed an Appointment Application requesting appointments with one or more life insurance subsidiaries of American General Corporation.

The Appointment Application designates one of the life insurers as a Primary Appointing Company (the “Primary Company”).

This Agreement together with the Appointment Application and Commission Schedules for each separate life insurer that appoints REPRESENTATIVE comprise the REPRESENTATIVE’s contract with each of the insurers that appoints REPRESENTATIVE.

Execution of this Agreement by the Primary Company and the REPRESENTATIVE evidences their agreement to transact business in accordance with the terms and conditions set forth in this Agreement.

If REPRESENTATIVE requested appointment with one or more affiliates of the Primary Company in the Appointment Application, or a subsequent amendment to that form, REPRESENTATIVE’s execution of this Agreement evidences REPRESENTATIVE’s agreement to transact business with each affiliated insurer in accordance with the terms and conditions set forth in this Agreement. Each affiliated insurer that appoints REPRESENTATIVE and sends a company commission schedule to REPRESENTATIVE has agreed to transact business with REPRESENTATIVE according to the terms and conditions of this agreement.

DEFINITIONS

- A. Primary Company – the Primary Company is designated in the Appointment Application as the Primary Company. The Primary Company’s responsibilities include executing the REPRESENTATIVE Agreement, performing background checks and providing convention credits and other sales incentives, if any, to REPRESENTATIVE.
- B. Affiliated Company – the Affiliated Company(ies) is any other life insurance subsidiary of American General Corporation that is identified in the Appointment Application, appoints REPRESENTATIVE and provides a company commission schedule as evidence of its agreement to transact business with REPRESENTATIVE according to the terms of this Agreement.
- C. Insurer – the term Insurer as used in this Agreement refers to each of the life insurance companies that appoints REPRESENTATIVE, including the Primary Company.
- D. Jurisdiction – Eligibility for, or receipt of, override compensation on another Representative’s business.
- E. Nonpublic Personal Information: “Nonpublic Personal Information” of customers or consumers (“NPI”) includes, but is not limited to, names, addresses, account balances, account numbers, account activity, social security numbers, taxpayer identification numbers, and sensitive, financial and health information. NPI includes information on each party’s forms or in a database of any kind, information created by each party, information collected by or on behalf of a party, and personally

identifiable information derived from NPI. Reference to NPI of Company or Distributor shall include NPI collected by or on behalf of American General Corporation, its successors, subsidiaries, affiliates agents or contractors.

There may be instances where each party will have the same NPI which may be subject to different privacy policies and procedures according to the notices provided to the customer or consumer by the respective parties to the Agreement.

I. AUTHORIZED ACTS

- A. The REPRESENTATIVE is authorized to conduct Insurer’s business for the Insurer’s products covering such classes of risks as the Insurer may authorize and in those states where the product is approved and REPRESENTATIVE is licensed and appointed as required by state law. If REPRESENTATIVE is a corporation, then the principal(s) of such corporation must also be licensed individually, if required pursuant to appropriate state law.
- B. The REPRESENTATIVE is authorized to collect and promptly remit to the Insurer the first premium on business produced by the REPRESENTATIVE in accordance with the Insurer’s rules and regulations.
- C. The REPRESENTATIVE will promptly deliver issued policies in accordance with Insurer’s policies and procedures.
- D. All monies, settlements, or documents received by the REPRESENTATIVE for, or on behalf of, the Insurer shall be received by the REPRESENTATIVE in a fiduciary capacity and immediately paid over or delivered to the Insurer, except as may be otherwise directed in writing by the Insurer.

II. LIMITATION OF AUTHORITY

The REPRESENTATIVE is without authority to perform any act or thing other than that expressly granted in this agreement and expressly agrees not to perform any of the following acts:

1. Make, modify, alter or discharge any policy.
2. Extend the time payment of any premium.
3. Waive any forfeiture.
4. Guarantee dividends or interest rates.
5. Incur any debt or liability in the name of the Insurer.
6. Withhold, commingle or convert to the use of the REPRESENTATIVE or the benefit of others, any monies, securities, policies or receipts belonging to the Insurer, the applicant, or the insured, or fail to promptly submit to the Insurer any applications for policies.
7. Accept or deposit any check or draft for premiums made payable to other than the Insurer.
8. Unless in the best financial interest of the policyowner, directly or indirectly induce or attempt to induce any policyowners of Insurer to relinquish, surrender, replace or lapse their policies.

III. ADVERTISING / USE OF LOGO

REPRESENTATIVE may, at REPRESENTATIVE’s expense, advertise Insurer’s products, provided the text of all advertising, including any form of sales/promotional material such as, but not limited to: business cards, stationery or other indications of agency under this

agreement and including the use of the name "American General," the American General logo or the name of any insurer is approved in writing by the company before use.

IV. RELATIONSHIP

The relationship between the Insurer and the REPRESENTATIVE shall be that of principal and independent contractor, and nothing contained herein shall be construed as creating the relationship of employer and employee for any purpose, including tax purposes. REPRESENTATIVE agrees to be responsible for all taxes as a self-employed independent contractor. The REPRESENTATIVE shall be free to exercise independent judgment as to the time and manner in which the REPRESENTATIVE shall perform the services authorized under this agreement. Any material supplied by the Insurer is for the purpose of supporting the activities of the REPRESENTATIVE.

V. COMPENSATION

- A. Subject to the provisions hereof and the rules of the Insurer, the full compensation of the REPRESENTATIVE shall be payable at the applicable rate set forth in the Schedule of Commission in effect at the date the first full premium is received by the Insurer, which Schedule of Commission and all amendments, supplements and replacements thereof and thereto are hereby made a part of this agreement.
- B. Commission is subject to change at any time by written notice by the Insurer to the REPRESENTATIVE, but no such change shall affect commissions on any policy issued prior to the effective date of such change.
- C. If commission rates are not now shown in the Schedule of Commission, including conversions, replacements or, the exercise of re-entry provisions or, if special premium rate quotations are made, commission rates shall be such as may be fixed by the Insurer as of the time when issue is effective in accordance with rates and practices of the Insurer then in effect.
- D. In the event any policy on which the REPRESENTATIVE is entitled to commissions shall lapse because of nonpayment of premium and shall be replaced or reinstated, any commissions on the new or reinstated policy shall be payable only at the sole discretion of the Insurer.
- E. To be entitled to commissions, if any, the REPRESENTATIVE's name or the name of another Representative under your Jurisdiction must appear as soliciting agent on the application for insurance. Disputes respecting commissions shall be subject to decision and settlement by the Insurer and the Insurer's decision shall be final and binding upon the parties involved.
- F. Whenever, in the judgment of the Insurer, it shall become advisable to recall any policy issued before delivery thereof is made, the REPRESENTATIVE shall promptly refund to the Insurer any commissions received on account of such policy. Whenever, after delivery, the Insurer shall effect or procure the surrender, rescission or cancellation of any policy and refund premiums paid thereon, the Insurer shall have the right to charge back commissions and demand that the REPRESENTATIVE repay such commissions to the Insurer. If the Insurer shall

refund or waive the premium or premiums under the provisions of any disability waiver of premium rider, the REPRESENTATIVE shall lose all rights to commission and persistency fees as applied to such refunded or waived premiums, and shall repay any amounts advanced. An Insurer may include in its Commission Schedule, which is incorporated as a part of this agreement, guidelines describing more specifically the circumstances under which it will charge back commissions on certain products. In the absence of such guidelines, the Insurer's rights shall be as described in this Section V. Compensation.

- G. In the event any policy on which the REPRESENTATIVE is entitled to commissions shall be converted or replaced, any commissions on the new policy shall be subject to adjustment and payable only at the sole discretion of the Insurer.
- H. Except where prohibited by any State, the REPRESENTATIVE is responsible for all license fees, including those of its Representatives. The Insurer's discretion shall govern with respect to whether the Insurer shall charge to the REPRESENTATIVE's commission or other compensation account the cost of obtaining and renewing the REPRESENTATIVE's and its Representatives' license or licenses and/or appointment fees. This practice is subject to change at the discretion of the Insurer.
- I. Policy applications for any Insurer will be issued and commissions paid by the Insurer.

VI. VESTING

- A. As long as this agreement remains in effect, all first year and renewal commissions shall be paid as they accrue; however, any such payments are subject to the schedule of commissions in effect at the date the first full premium is received by the Insurer, the provisions and rules of the Insurer regarding minimum first year and renewal commissions required to issue a check.
- B. During any consecutive 12-month period following the termination of this agreement, total renewal commissions are less than the minimum required by the Insurer, vesting automatically terminates and no additional commission payments will be due from the Insurer.
- C. In the event this agreement is terminated by the death of the REPRESENTATIVE, all first year and renewal commissions shall be paid as they accrue, subject only to the terms and conditions of paragraphs A and B immediately above. In the absence of a properly executed beneficiary designation on file with the insurer, all such payments, if any, shall be made to the surviving spouse and at the death of the surviving spouse to the estate of said spouse. If the REPRESENTATIVE dies leaving no surviving spouse, such monies will be paid to the estate of the REPRESENTATIVE; provided however, that if the REPRESENTATIVE is a corporation or a partnership, all such payments will be paid to said corporation or partnership.

VII. GENERAL PROVISIONS

- A. The Insurer may make such changes and decisions as it deems advisable in the conduct of its business, including the discontinuance of any policy form or the withdrawal from any territory, and the Insurer shall incur no liability to the REPRESENTATIVE by reason of its doing so.

- B. The Insurer shall have the right to test market any of its products on a select basis and at the discretion of the Insurer.
- C. The REPRESENTATIVE shall indemnify and hold the Insurer harmless against or from any and all expense, costs, causes of action, and damages including without limitation, reasonable attorney fees, resulting from or growing out of any unauthorized or negligent act of commission or omission by the REPRESENTATIVE or its employees, directors, officers, or Representatives under its jurisdiction. This provision shall survive termination of this agreement.
- D. The Insurer shall have a prior right and offset to all commissions and fees payable hereunder toward any indebtedness and/or other obligations due from the REPRESENTATIVE or anyone under the Jurisdiction of the REPRESENTATIVE to any Primary Company and/or Affiliated Company/ies with interest at the legal rate. This prior right and offset shall not be extinguished by the termination of this agreement. Following the termination of any Representative under the Jurisdiction of the REPRESENTATIVE, should the amount in any commission account of that Representative be insufficient to repay any amount due the Insurer, the debit will become the responsibility of the REPRESENTATIVE, in accordance with the Insurer's then current debit collection procedure.
- E. Neither the agreement, any duties or delegation under this agreement, nor the commissions or fees accruing hereunder, nor any interest herein, nor any right or claim created hereby or arising by reason of the REPRESENTATIVE acting hereunder, shall be assignable, except upon the written consent of the Insurer.
- F. Forbearance or failure of the Insurer to insist upon performance of this agreement or to enforce its rights hereunder, shall not constitute a waiver of its rights or privileges hereunder or of its subsequent right to insist upon such performance.
- G. This agreement, including the Appointment Application and any Commission Schedule(s) incorporated as part of the Agreement, contains all promises, inducements and representations between the parties. This agreement supersedes any and all previous agreements between the parties herein pertaining to the solicitation of the Insurer's products and the payment of monies to the REPRESENTATIVE provided, however, that rights or obligations which have already accrued (and would survive termination) under any previous contract between the Insurer and the REPRESENTATIVE shall not be hereby impaired.
- H. The Insurer reserves the right to decline or modify any application for insurance.
- I. This agreement shall not be effective until executed by the Primary Company. Once this agreement is effective with the Primary Company, it may become effective with Affiliated Company(ies) as described herein.
- J. Should the REPRESENTATIVE, at any time, violate any provision of Section III of this agreement, entitled Limitation of Authority, or commit any fraud upon insurer or its policyholders; have a license as agent or broker revoked for cause after notice and hearing by a state insurance department or otherwise act to prejudice materially the interests of Insurer; the REPRESENTATIVE shall, at the option of the Insurer, forfeit any and all rights to all commissions and monies that the REPRESENTATIVE might otherwise have under this agreement, vested or not. It is expressly agreed that termination of this agreement shall not terminate this provision.
- K. The REPRESENTATIVE agrees to maintain complete and accurate records of the marketing and sale of the Insurer's products. The Insurer reserves the right to inspect such records and other documents in each REPRESENTATIVE's files that relate to the marketing, attempted sale or sale of the Insurer's products. If the Insurer chooses to inspect such records, it will endeavor to do so during normal business hours and after giving reasonable notice, unless, in the judgment of the Insurer, unusual circumstances require inspection at other times or inspection without prior notice. This provision shall survive termination of this agreement for a period of two (2) years.
- L. For as long as this agreement is in force, the REPRESENTATIVE will maintain Errors and Omissions (E&O) coverage and will provide the Insurer annually proof of such E&O coverage in a manner acceptable to the Insurer.
- M. If the REPRESENTATIVE is served with a regulatory inquiry or legal papers involving Insurer business, the REPRESENTATIVE shall immediately notify the Insurer by sending to that Insurer's Compliance Officer, a copy of the papers, served by overnight delivery, by the end of the business day next following the day of receipt by the REPRESENTATIVE.
- N. The REPRESENTATIVE is responsible for assuring that any Representative under the Jurisdiction of the REPRESENTATIVE: (1) become fully informed as to the provisions and benefits of each product offered by the Insurer for which the Representative conducts Insurer business; (2) represent such products adequately and fairly to prospective purchasers; and (3) act in compliance with the Insurer's policies and procedures as set out in the Customer Service and Compliance Manual, Operations Manual, or otherwise communicated to the REPRESENTATIVE, including, without limitation, those regarding suitability of sales inquiries and compliance with the Insurer's principles and code of ethical market conduct.
- O. When the Insurer assigns to the REPRESENTATIVE any agency not recruited by the REPRESENTATIVE, then the Insurer may reassign that agency to another upline of the Insurer's choice at any time and without the necessity of a release from the REPRESENTATIVE. If the Insurer wishes to remove any agency recruited by the REPRESENTATIVE from the Jurisdiction of the REPRESENTATIVE, the Insurer will negotiate a release; however, such release will not be unreasonably withheld by the REPRESENTATIVE.
- P. REPRESENTATIVE is not entitled to participate in any REPRESENTATIVE benefit programs except those which are provided by the Primary Company. REPRESENTATIVE is not eligible to participate in, or to receive any benefits from, any programs provided by the Affiliate Company/ies.

- Q. Disputes arising under this Agreement shall be subject to the laws of the state where the insurer engaged in the dispute is located.
- R. The area within which the REPRESENTATIVE shall have the right to represent the Insurer is not assigned exclusively to the REPRESENTATIVE.
- S. REPRESENTATIVE agrees to conform to all regulations of the Insurance Department and the insurance laws in the state(s) in which the REPRESENTATIVE is conducting Insurer's business.

VIII. TERMINATION

- A. This agreement shall automatically terminate upon the death of REPRESENTATIVE if REPRESENTATIVE is an individual or upon dissolution of REPRESENTATIVE if REPRESENTATIVE is a corporation or a partnership.
- B. This agreement shall terminate upon the revocation or non-renewal of the REPRESENTATIVE's license.
- C. This agreement may be terminated with or without cause by any Insurer (subject to provisions D and E below) or the REPRESENTATIVE by sending written notice of such termination to the last known address of the other party.
- D. Upon termination, the REPRESENTATIVE shall immediately pay in cash to the Insurer all sums that are due or become due hereunder and shall immediately deliver to the Insurer all materials connected with the business of the Insurer and belonging to the Insurer. Such materials include, but are not limited to, rate cards, letters, records, computer software, general supplies or any and all other indications of agency provided by the Insurer. It is expressly agreed that termination of this agreement does not release the REPRESENTATIVE from continuing liability to the Insurer for immediate repayment of any and all unearned first year commissions or bonuses.
- E. Termination of this agreement by the Primary Company terminates all contracts with Affiliated Company/ies without specific notice to the REPRESENTATIVE required by the Insurer. However, any Affiliated Company may terminate its agency relationship with the REPRESENTATIVE, which will not, of itself, terminate the Primary Company agency relationship. Upon termination, the Insurer may assign a servicing agency; however, such assignment will not of itself affect the vesting of existing business.
- F. Termination of this agreement automatically terminates any previous agreement to represent the Insurer that terminated the Agreement.

IX. AMENDMENT

This contract cannot be changed by any oral promise or statement and no written modification will bind the Insurer unless approved by the President of the Insurer making the modification.

X. PERSONAL GUARANTEE

Each and every individual who signs this agreement warrants that they have authority to bind the entity on whose behalf they are signing.

XI. EFFECTIVE DATE

The agreed effective date will be the date that this agreement to represent is signed and acknowledged by the Primary Company as hereinafter specified.

XII. INVESTIGATION NOTICE

The undersigned hereby authorizes the Primary and Affiliated Company/ies to conduct an investigation concerning character, credit reputation and personal traits and releases those contacted and the Insurer from any liability with respect to the content of the information provided and any resulting action by the Insurer including the sharing of such information or the termination of this agreement to represent.

XIII. FEDERAL CRIME CONTROL ACT

A. Undersigned warrants it:

1. has not been convicted of any criminal felony involving dishonesty or breach of trust or
 2. has obtained written authorization to engage in the business of insurance from the Insurance Department in the state where REPRESENTATIVE resides which REPRESENTATIVE agrees to produce upon Insurer request.
- B. The REPRESENTATIVE agrees to update the representations in the Confidential History/Background Information Section of Part 4 of the Appointment Application by notifying the Primary Company in writing within thirty (30) days, if there should be a change in the response to any question in the Information Section of Part 4 of the Appointment Application.

XVI. PRIVACY CONTROL & SECURITY

- A. All NPI which any party obtains as a result of this relationship shall not be collected, or used, disclosed, reused or redisclosed to any third party, except to carry out the purposes for which the information was disclosed.
- B. Each party shall be permitted to disclose relevant aspects of the other parties' NPI to its officers, agents, subcontractors and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement; provided that such party shall take all reasonable measures to ensure that the NPI of another party is not disclosed or reproduced in contravention of each of the obligations of this Agreement by such party's officers, agents, subcontractors and employees. The obligations of this Agreement are personal to each party.
- C. The obligations in this Agreement shall not restrict any disclosure by any party pursuant to any applicable state or federal laws, or by request or order of any court or government agency.
- D. This provision will survive the termination or expiration of this Agreement. The parties further agree to establish and maintain policies and procedures designed to ensure the confidentiality and security of NPI.



American General Life Insurance Company

Member of American International Group, Inc.

You are requested to make application to the Department of Insurance in the State(s), indicated below for appointment or issuance of a life insurance representative license authorizing me to solicit applications on behalf of the American General Life Insurance Company (or Affiliate company).

I _____ hereby agree that your consent to the issuance of such
(representative name)
license or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

(1) That I shall be a representative assigned to the jurisdiction of:

_____ Name of assignee hereinafter called "The Agency"

(2) That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with the Agency who has personally agreed to compensate me for such services; and

(3) That I have no other contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the Company; and

(4) That I shall comply with the rules, regulations and compliance manuals of the Company, the laws of the State(s) in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and

(5) That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company, in any respect; and

(6) That I shall promptly remit to the Agency or the Company any and all moneys or securities received by me on behalf of the Company as full or partial payment of first year premiums, or any other item whatsoever; and

(7) That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and

(8) That the Company may, without liability to me whatsoever, upon request of the Agency or upon its own initiative, terminate my appointment at any time.

IN WITNESS WHEREOF, I have affixed my signature this date _____
Month/Day/Year

Applicant's Name (Print)

Signature of Applicant

Date of Birth _____ Social Security # _____

This applicant is recommended for appointment as a representative assigned to my jurisdiction, subject to the terms of my agreement to represent with the "Company" and this Agreement.

The Agency Name (Print)

Signature of the Agency

The Agency Number is _____ Date _____

This contract has been assigned # _____ by American General Life.

ERRORS & OMISSIONS INQUIRY

To: _____

Agency: _____

Agent: _____

Based on the E&O Information we received for the above agent/agency, it does not specifically identify the agent as a named covered insured. Please provide the additional information requested for each item marked below:

Is this agent personally covered under this E&O Policy? Yes No

If **YES**, indicate type of affiliation below:

As an agent with _____

As an employed or non-employed agent under _____
(Corporation/Agency)

If **NO**, please provide a copy of your application for coverage with another E&O carrier.

Agent Signature

Date

Brokerage General Agent Signature

Date

**** Please complete if requesting a "VARIABLE" appointment ****

IW Election Form - AIG Life Brokerage

This form is *not necessary* for first-time agent/registered representative appointments with AGL. First-time agent/registered representative appointees must complete Form AGLB 1058 Rev 1002.

Some broker-dealers may permit third-party wholesaling firms to offer certain services and support to registered representatives in order to facilitate sales of American General Life Insurance Company (AGL) variable universal life products. These firms are referred to by AGL as Independent Wholesalers (IW). In order for you to sell AGL's variable universal life insurance products through an IW, an IW agreement must be in place with the BGA/IMO and your broker-dealer must be informed, pursuant to NASD Rule 3030, of your IW election. Additionally, this IW Election Form must be submitted to AIG Life Brokerage, which documents your IW election. If you wish to obtain support through an IW, please indicate your election below.

✍ IW Election: Underwriters Equity Corp V007645
(IW Name) (IW Number)

Agent/Registered Representative (signature required)

Upon receipt of this signed IW Election Form, AIG Life Brokerage will assign you a variable code number that aligns you with the above referenced IW. This number should be placed on variable life insurance applications that you submit while being associated with this IW.

Name of Agent/Registered Representative: _____
Print Name

Address: _____
Street Number

City, State, ZIP

Phone/Fax Numbers: _____
Phone Number: _____ Fax Number: _____

Email Address: _____

Broker-Dealer Name: _____

X _____
Agent/Registered Representative (signature) Date

IMPORTANT INFORMATION – IMOs/BGAs

If the agent/registered representative is currently contracted for fixed business under the IMO/BGA, but is not in the IMO/BGA's variable hierarchy, the following items **must be submitted along with this form**:

- ? Completed 1-page "Representative Appointment Form"
- ? Rep's NASD CRD report
- ? Rep's variable insurance license(s).

Please fax all information to AIGLB Midwest Operations Center at **800-337-0961**.

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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. citizen or other U.S. person (defined below).

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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General Instructions

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

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.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

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 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 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 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. 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for 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). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

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

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 Social Security Administration 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 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. Entering "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 payees, see *Exempt Payee* 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), 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 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.