



100 Quentin Roosevelt Blvd.
Garden City, New York 11530
(800) 346-4773

AGENT APPOINTMENT APPLICATION PACKAGE

INSTRUCTIONS FOR AGENT APPOINTMENT

The general agent is responsible for completing the necessary forms required to process and appoint an agent. All pages must be completed in full and must be legible. Please follow these instructions carefully.

- DO**
- Type or print clearly (Use black ink only).
 - Obtain all necessary signatures.
 - Fill in all blanks and answer all questions.
 - Deliver the Agent/Broker Agreement to the agent.
 - Submit to William Penn Life:
 - The signed Agent/Broker Agreement form (2976).
 - The William Penn Life Biographical form (BK-10WP).
 - The Assignment of Commission form (BK-6WP), Commission Payment Profile form (BK-12WP) and Transfer Request form (WPL103), if applicable.
 - A signed W-9 tax status form (W9-WP).
 - If the agent/broker's number is pending, please include a cover memo with the appointment papers identifying the agent/broker.
 - A copy of the agent/broker's current New York license.
- DO NOT**
- Submit the Agent/Broker Agreement to William Penn Life.

INSTRUCTIONS FOR FORM COMPLETION

- DO**
- **Biographical Information for Contract Applicant (Form BK-10WP)**
 - If the application is for an individual appointment, complete sections I, II, IV and V of the BK-10WP form.
 - If the application is for a corporate appointment, complete all sections of the BK-10WP form. Section IV should provide information for both the principal and the corporation. Note: The person completing this form must be listed as an active sub-licensee on the corporate NY license.
 - **Agent/Broker Agreement (Form 2976)**
 - Record the agent/broker name then have the authorization signed and dated.
 - Complete, sign and date general agent information.
 - **Agent/Agency Commission Payment Profile (Form BK-12WP)**
 - The standard method of commission payment is by check three times per month.
 - To select other options, complete sections I and II.
 - For direct deposit (EFT) of commissions to the agent's bank account, complete sections I, II, III and IV and attach a copy of a voided check.
 - **Assignment of First Year and Renewal Commissions (Form BK-6WP)**
 - Complete, sign, and date the assignment of commission form.
 - Be certain to indicate the Agent/Broker/General Agency name, name and location of the assignee, and agent number, or write "pending" if a number has not been issued. Be sure to also indicate the agent/broker agreement date.
 - **Agent/Agency Transfer Request (Form WPL103)**
 - An agent/broker may have up to three active agent/broker appointments.
 - Complete form WPL103 to terminate an existing appointment.
 - **W-9 Tax Status Form**
 - Read all explanations, guidelines, and instructions.
 - Check the appropriate box for an individual/sole proprietor, corporation, partnership, or other entity.
 - Include the full social security number or tax ID number in Part I.
 - Part II of the form must be signed and dated.
- DO NOT**
- Leave any requested spaces blank.



William Penn

Life Insurance Company of New York

...A Partnership for Life

100 Quentin Roosevelt Blvd.
Garden City, New York 11530
(800) 346-4773

AGENT OR AGENCY BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT

This form must accompany all contracts submitted to William Penn Life Insurance Company of New York.

Please print or type all information.

Section I - CONTRACT TYPE

Please check only one. Contract is for: individual - complete sections I, II, IV and V.
 individual, but "doing business as" - complete all sections.
 corporation - complete all sections.

Section II - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION

Social Security Number: _____ Sex: Male Female
Required

Name: _____
Last First Middle Initial

Date of Birth: _____ E-mail Address: _____
Month Day Year

Business Phone: _____ Fax No.: _____

Business Name: _____

Business Address: _____
Street Suite Number City State Zip

Home Address: _____
Street Apt. Number City State Zip

Home Phone: _____ Web Site Address: _____

I am an officer of the below corporation.

Section III - CORPORATE APPLICANT REQUIRED INFORMATION

Tax ID Number: _____
Required

**INDIVIDUAL APPLICANTS
DO NOT COMPLETE THIS SECTION.**

Corporate Name: _____

Corporate Phone: _____ Corporate Fax No.: _____

Corporate Address: _____
Street Suite Number City State Zip

Corporate E-mail Address: _____ Web Site Address: _____

Primary Principal for Corporate Records: _____

Background information reported on page 2 should provide information for the primary principal and the corporation.

Additional Principals: _____

Names of Sublicensees: _____

Office Manager or Primary Contact: _____ Phone No.: _____

Toll-Free Number for Client Calls: _____

Please attach a copy of your license(s) for your state of residence and any other states where you plan to do business with William Penn Life Insurance Company of New York. Please complete the second page of this form as well.

Incomplete information will delay contracting.

Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS

Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.

- 1. Do you have any unsatisfied judgements, garnishments or liens against you? Yes No
- 2. Are you in debt to any insurance company? Yes No
- 3. Have you ever filed for or been declared bankrupt or insolvent either personally or in business? Yes No
- 4. Have you ever been charged with, convicted of, or plead no contest to:
 - a. any felony or misdemeanor? Yes No
 - b. any violation of any state insurance regulations or statutes? Yes No
 - c. any violation of federal or state securities or investment related regulations? Yes No
- 5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding? Yes No
- 6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company? Yes No
- 7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department? Yes No
- 8. Have you used any other names or aliases? Yes No

Remarks: _____

Current or previous employer: _____

Are you now or have you ever been contracted or otherwise associated with William Penn? Yes No
or Banner Life? Yes No

If Yes, please provide details including agent # and agency name: _____

Do you have Errors and Omissions coverage? Yes No

If you are a general agent, does your E&O policy cover agent/broker activity? Yes No

E&O Carrier: _____ Policy No.: _____

Effective Date: _____ Expiration Date: _____

I hereby certify that all the information given to William Penn by me is true and correct without any omissions of any kind. I hereby authorize William Penn to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by William Penn may be shared with the general agencies indicated below and I hereby expressly consent to the sharing of such information with the general agencies indicated below. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

Print Name: _____

Signature: _____ Date: _____

Section V - AGENCY HIERARCHY STRUCTURE

I certify that I have reviewed this candidate's information and recommend him/her for contracting.

Please appoint _____

who reports to AGA (if any): Name _____ Code # _____

who reports to GA (required): Name _____ Code # _____

Signature of GA _____ Date _____

Assignment of Commission form attached. (Assignee must be appointed by William Penn.)



AGENT / BROKER AGREEMENT

This Agreement, by and among WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK, hereinafter called the Company, and _____, hereinafter called the General Agent, and _____, hereinafter called the Agent/Broker, in consideration of the covenants contained herein, the parties agree as follows:

APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

RELATIONSHIP

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

INDEMNITY

The Agent/Broker shall indemnify the Company and the above named General Agent and hold each of them harmless from any and all expenses, costs, attorneys' fees, causes of action, losses, and damages resulting or arising from unauthorized acts done by the Agent/Broker or his/her/its employees.

COMMISSIONS

Subject to the terms and conditions of this Agreement, the Company will pay the Agent/Broker commissions on premiums paid in cash to the Company for policies issued upon applications procured under this contract in accordance with the current Agent/Broker Compensation Schedule which is to be considered part of this Agreement. Commissions will be paid through the General Agent named in this Agreement. The Agent/Broker shall not be entitled to any other compensation, remuneration, or benefits of any nature for services rendered other than the commissions specified in the current Agent/Broker Compensation Schedule.

"Premiums paid in cash" shall mean only premiums received and accepted by the Company and duly reported in keeping with the Company's established accounting procedures. A premium paid by a check which is not collected is not a "premium paid in cash". No commissions will be allowed or paid on any premiums waived by the Company for any reason, including those waived under a disability provision or under a payor provision.

The Agent/Broker Compensation Schedule shall be subject to change, on notice in writing to the General Agent by the Company, but such change shall not affect any commissions on policies issued upon applications received by the Company prior to the date when such change becomes effective. The Company may fix the rates of compensation on any new plan or plans of insurance developed by the Company.

If the Company shall become liable for the return of any premiums for any cause, including, but not limited to, premiums returned under the Company's rights to contest a claim and to limit benefits when the Insured dies by suicide, the Agent/Broker shall repay to the Company on demand the total amount of commissions previously paid to the Agent/Broker on such premiums. The obligation to repay such commissions shall be an indebtedness subject to the indebtedness provision of this Agreement.

For policies on which one or more renewal premiums are paid in advance, commissions shall be payable at the time the premium otherwise would have become due.

No commissions shall be paid on interim term premiums or on flat extra premiums. Any commissions payable on other extra premiums shall be in accordance with rules of the Company at date of issue of the policy for which an extra premium is required.

In keeping with Company rules, commissions may be reduced on new policies which are replacements of existing William Penn Life policies, or on policies of other companies, or on policies for which the applicant is deemed to have a replacement history.

The Agent/Broker shall be entitled to commissions only on policies which, in the opinion of the Company, were fairly underwritten through the efforts of the Agent/Broker. The Agent/Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. Where a dispute arises regarding commissions under this Agreement, the decision of the Company shall be binding.

INDEBTEDNESS

The Company shall have the right to offset any commissions due, or which may become due the Agent/Broker, against any debts now due, or which may become due from the Agent/Broker to the Company. Such indebtedness shall be a first lien against said commissions.

LIMITATIONS OF AUTHORITY

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, contract, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or contracts issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or
- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

PRIVACY POLICY

The Agent/Broker shall comply with the rules and policies of the Company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

ADVERTISING

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.

ASSIGNMENT

No assignment of this Agreement or any commissions hereunder shall be valid unless authorized in advance, in writing, by the Company. Every assignment shall be subject to and subordinate to any indebtedness and obligation of the Agent/Broker to the Company that may be due or become due.

PREMIUMS

The Agent/Broker shall collect only the initial premium on applications or insurance policies solicited under the terms of this Agreement, and shall be responsible for all such monies. Such monies shall be collected only by check, money order, or other instrument made payable to the Company. The Agent/Broker is not authorized to receive premiums payable to his/her/its personal order. The Agent/Broker shall not collect premiums in currency or coin unless specifically authorized by a Company Officer for a particular transaction. All premium funds received for or on behalf of the Company shall be segregated and held by the Agent/Broker as a fiduciary. Premium funds shall not be used by the Agent/Broker for any purpose whatsoever, but shall be transmitted to the Company immediately following their receipt.

DELIVERY OF POLICIES

No policy shall be delivered unless at the time of delivery the applicant is in the state of health and insurability represented in

Parts I and II of the application and any supplements thereto, the first premium has been fully paid, and delivery has been made within sixty (60) days from the issue date of that policy. The Agent/Broker shall return to the Company, on the day following the expiration of the sixty (60) days, any policy not so delivered, unless a specific extension of the delivery period has been authorized. If the applicant is not in the state of health and insurability represented in the application when delivery is attempted, the policy shall not be delivered, but shall immediately be returned to the Company with a full written explanation.

TERMINATION

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this contract, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, or dies, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If this Agreement terminates by reason of death, the Company shall pay commissions due, or thereafter becoming due, to the Agent's/Broker's estate, or to a duly authorized Executor/Executrix or Administrator.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation. All commissions due and thereafter becoming due, shall be payable to its successor or duly appointed representative.

VESTING

First year commissions and renewal commissions from the second through the tenth year payable under this contract shall be vested, subject to the following:

If at any time prior to or subsequent to termination of this Agreement the Agent/Broker shall do or commit any of the following acts, no commissions shall be thereafter payable to the Agent/Broker, any provision of this contract to the contrary notwithstanding:

- A. Withholding or misappropriation for his/her/its own use or for the benefit of others, funds of the Company or its policyowners or applicants.
- B. Fraud, malfeasance, or non-feasance in the performance of any duties imposed on the Agent/Broker under the terms of this Agreement.
- C. Inducing or attempting to induce agents of the Company to leave its service or its policyowners to relinquish their policies.

WAIVER

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

SUPPLIES

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

CHOICE OF LAWS

The laws of the State of New York shall govern all matters concerning the validity, performance and interpretation of this Agreement.

ENTIRE AGREEMENT

This Agreement renders void all previous Agreements, whether oral or in writing, between the Company, the General Agent, and Agent/Broker. This Agreement, together with the current Agent/Broker Compensation Schedule and any amendments attached hereto now or in the future, constitute the entire contract among the Company, the General Agent, and the Agent/Broker. The authority of the Agent/Broker shall extend no further than that which is stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and agree it is effective on the date authorized by the Company (the "Contract Date").

Agent/Broker	General Agent	William Penn Life Insurance Company of New York
Firm Name, if any _____	_____	_____
By: _____	_____	_____
Date: _____	_____	_____



100 Quentin Roosevelt Blvd.
 Garden City, New York 11530
 (516) 794-3700
 (800) 346-4773

ASSIGNMENT OF FIRST YEAR AND RENEWAL COMMISSIONS

Section I - ASSIGNMENT

I, _____, of _____, do hereby sell, assign, transfer, set over and convey unto _____ of _____ all of my right, title, interest, claim or demand in and to any and all first year and renewal commissions including service fees, if any, for all policies due or to become due and payable to me by WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK, under the

- Agent/Broker agreement, dated _____ ; Code # _____
- AGA agreement, dated _____ ; Code # _____
- GA agreement, dated _____ ; Code # _____

and each and all of the supplements thereto, this assignment, however, being expressly subject to all the terms and provisions of said agreement, in consideration of: _____, and value received.

I understand that this assignment will remain in force and be effective until written notice of the payment of the obligation for which it is given to secure is filed by said assignee with said Insurance Company. Until such time said Company is authorized and empowered to pay to said assignee the commissions covered hereby as and when the same become due and payable under said contract and said Insurance Company is released of and from all other and further liabilities by reason of payments made to said assignee by virtue hereof.

Dated this _____ day of _____, 20_____.

 Assignor

Section II - CONSENT

To be completed by William Penn Life Insurance Company of New York.

William Penn Life Insurance Company of New York hereby consents to the foregoing assignment and deems it effective _____. Such assignment being subject to all the terms and provisions of its agreement with the assignor, including but not limited to the provisions thereof reserving to the Company the right to apply all credits which may accrue to the assignor upon any indebtedness due or to become due to the Company or its agents, at any time.

Dated this _____ day of _____, 20_____.

WILLIAM PENN LIFE INSURANCE COMPANY OF NEW YORK

Attest: _____ By: _____



AGENT TRANSFER REQUEST

Date: _____

TO: William Penn Licensing Department

RE: Agent Transfer Request

Please transfer my license and contract -

(Individual or Corporate Name) _____

(SS # or Tax ID #) _____

(Check one) Individual Corporation

effective immediately to the following General Agent -

(General Agent Name) _____

Sincerely,

(Original Signature of Individual or Sub-licensee if Corporation)

(Print name of Sub-licensee if Corporation)

(THIS FORM MUST BE FULLY COMPLETED TO PROCESS TRANSFER)

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.