# appointment
## application

AMERITAS LIFE INSURANCE CORP. OF NEW YORK

AMERITAS LIFE INSURANCE CORP.

*(TYPE OR PRINT PLAINLY)*

**NAME OF PRODUCER** _____
*First* *Middle* *Last*

**EMAIL ADDRESS** _____ ☐ Check here if no email address.
(Required)

**PRODUCER ADDRESS - Check box for address to be used as check mailing address.**

Residence: _____
*Street Address*

☐ _____
*City* *State* *ZIP*

*If you are using a route or P.O. Box Number, please also give the street address. If no street address is available, please give the name of the nearest street.*

Name of Agency _____

Business: _____
*Street Address*

☐ _____
*City* *State* *ZIP*

Residence # (_____)_____ Business # (_____)_____ Fax # (_____)_____
*Area Code* *Area Code* *Area Code*

Date of Birth _____ **SSN #** _____ **TAX ID#** _____

How do you want commissions to be paid? ☐ Individual ☐ Agency

Are you a Union Central agent? ☐ Yes ☐ No

CURRENT LICENSE INFORMATION **State where Producer is to be appointed** _____

| STATE | LICENSE NO. | NPN NO. |
|---|---|---|
| | | |
| | | |

**QUESTIONNAIRE (Please answer the following questions. YES answers require documentation to be attached.)**

1. Do you have any pending charges to a misdemeanor or a felony? . . . . . ☐ Yes ☐ No
2. Have you been convicted of or pleaded nolo contendre (no contest) to a misdemeanor or a felony? . . . . . ☐ Yes ☐ No
3. Has any federal or state regulatory agency ever found you to have made a false statement or omission or been dishonest, unfair or unethical? . . . . . ☐ Yes ☐ No
4. Has any federal or state regulatory agency ever found you to have been involved in a violation of federal and/or state regulations or statutes? . . . . . ☐ Yes ☐ No
5. Has any federal or state regulatory agency ever denied, suspended or revoked your registration or license or disciplined you by restricting your activities? . . . . . ☐ Yes ☐ No
6. Has a bonding company denied, paid out on, or revoked a bond for you? . . . . . ☐ Yes ☐ No

I understand that I have the burden of providing adequate information to demonstrate that I have all necessary authorizations and approvals to market and sell health insurance of the kind offered by Ameritas Life Insurance Corp. ("Ameritas") and/or Ameritas Life Insurance Corp. of New York ("Ameritas of New York"). I understand and agree that falsification or material omission on this application will constitute grounds for rejection of my application or immediate withdrawal of my appointment as a producer for Ameritas and/or Ameritas of New York. I understand and agree that it is my obligation to immediately notify Ameritas and/or Ameritas of New York upon the occurrence of any material changes to the information provided in this application.

I attest that the information contained on this form is correct and complete. I understand and agree that submission of this application by itself does not constitute acceptance or approval, and does not permit me to represent myself as an agent or producer for Ameritas and/or Ameritas of New York.

*All Nonpublic Personal Information obtained by you on behalf of or from any of the UNIFI Companies in the performance of your duties and obligations under your Agreement or Contract shall be held in the strictest confidence by you and your representatives and will not be used for any other purpose except to perform your duties under your Agreement or Contract. Such information shall not be disclosed to any third party without my express written consent or as may be required by law and you will establish procedures to protect the security and confidentiality of such information. Nonpublic Personal Information shall mean any financial or health information furnished to you or your representative(s) in the performance of your duties or obligations under this Agreement.*

*Additionally, I hereby authorize Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York and their agents/representatives to send faxes to the facsimile (fax) number(s) listed above in this application. I understand that I may later revoke this authorization in writing.*

**X** _____ _____
Signature of Producer Date

# HIPAA

## producer privacy addendum

AMERITAS LIFE INSURANCE CORP. OF NEW YORK

AMERITAS LIFE INSURANCE CORP.

This Producer Privacy Addendum ("Privacy Addendum") is entered into between Ameritas Life Insurance Corp. or its affiliate, Ameritas Life Insurance Corp. of New York (collectively "Ameritas") and an independent agent or broker appointed with Ameritas ("Producer"), and supplements and is made a part of the Commission agreement(s) ("Underlying Agreement(s)") between the parties, and shall go into effect upon the signature of the Producer.

### Recitals

1. Ameritas is a Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Standards (the "Privacy Standards") and Security Standards "(Security Standards").
2. Pursuant to the Underlying Agreement(s) between the parties, Producer is an agent of Ameritas for purposes of the marketing, sale and servicing of Ameritas' dental and or eye care insurance products.
3. Producer, in the course of representing Ameritas, collects and has access to Ameritas customers' protected health information ("PHI") and therefore Producer is considered a Business Associate as those terms are defined by Privacy Standards.
4. Both Ameritas and Producer recognize and respect the rights of individuals to have their PHI protected and are committed to complying with the Privacy Standards and Security Standards as provided for in this Privacy Addendum.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

### I. Definitions

A. Terms used, but not otherwise defined, in this Privacy Addendum shall have the same meaning as those terms in the Privacy Standards codified at 45 CFR Parts 160 and 164 and the Security Standards codified at 45 CFR Parts 160, 162 and 164.

B. Specific Definitions:

1. Electronic Media has the meaning in CFR §160.103, which is:
   a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
   b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
2. Electronic Protected Health Information ("EPHI") has the meaning of 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
3. Protected Health Information ("PHI") shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 which is any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.
4. Security Incident has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

### II. Permitted Uses and Disclosures of PHI by Producer

A. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Ameritas as specified in the Commission Agreement(s), provided that such use or disclosure, if made by Ameritas, would not violate the Privacy Standards or the minimum necessary policies and procedures of Ameritas.

B. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI for the proper management and administration of the Producer, or to carry out the legal responsibilities of the Producer, provided that the use or disclosure is required by law, or Producer obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Producer of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Producer may use or disclose PHI in order to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

### III. Obligations and Activities of Producer

A. Producer agrees to not use or disclose ("PHI") other than as permitted or required by this Privacy Addendum or as required by law.

B. Producer agrees to:

1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, maintains, or transmits on behalf of Ameritas as required by the Security Rule;
2. ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
3. report to Ameritas any security incident of which it becomes aware.

C. Producer agrees to promptly report to Ameritas any use or disclosure of PHI not provided for by this Privacy Addendum of which it becomes aware.

D. Producer agrees to ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply to Producer throughout this Privacy Addendum with respect to such information.
E. Producer agrees to provide access to PHI at the request of Ameritas, within fifteen (15) days of such request, to Ameritas or, as directed by Ameritas, to an Individual in order to meet the requirements under 45 CFR §164.524.
F. Producer agrees to make any amendment(s) to PHI that Ameritas directs or agrees to pursuant to 45 CFR §164.526 at the request of Ameritas, within fifteen (15) days of such request by Ameritas for such an amendment.
G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI created or received by Producer on behalf of Ameritas, available to Ameritas, or to the Secretary, within fifteen (15) days of such request, for the purpose of the Secretary determining Ameritas' compliance with the Privacy Standards.
H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Ameritas to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
I. Producer agrees to provide to Ameritas or an Individual, within fifteen (15) days of request by Ameritas, information collected in accordance with Paragraph III. H of this Privacy Addendum, to permit Ameritas to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

**IV. Obligations of Ameritas**

A. Ameritas shall notify Producer of any limitation(s) in its notice of privacy practices, in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Producer's use or disclosure of PHI.
B. Ameritas shall notify Producer of any change in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Producer's use or disclosure of PHI.
C. Ameritas shall notify Producer of any restriction to the use or disclosure of PHI that Ameritas has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Producer's use or disclosure of PHI. D. Ameritas shall not request Producer to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if used or disclosed by Ameritas.

**V. Termination**

A. Breach. Without limiting the rights of the parties under the Commission Agreement(s), if a Producer violates a material term of the Privacy Addendum, Ameritas may at its option, terminate the Commission Agreement(s) with or without advance notice and with or without an opportunity to cure the breach.
B. Effect of Termination.
   1. Except as provided in paragraph (2) of this section, upon termination of this Privacy Addendum, for any reason, Producer shall return or destroy all PHI received from Ameritas, or created or received by Producer on behalf of Ameritas. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of PHI.
   2. In the event that Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to Ameritas notification of the conditions that make return or destruction infeasible. Upon Producer's notification to Ameritas that return or destruction of PHI is infeasible, Producer shall extend the protections of this Privacy Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Producer maintains such PHI.

**VI. Miscellaneous**

A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Ameritas to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. In such event, Ameritas shall provide Producer with a written amendment, which shall become effective and binding as provided for by its terms without further action and without necessity of any signatures, unless Producer provides Ameritas with written notice of objection thereto within thirty (30) days of receipt.
B. Survival. The respective rights and obligations of Producer under Section III of this Privacy Addendum shall survive the termination of this Privacy Addendum.
C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**Ameritas Life Insurance Corp.**
on behalf of itself and its corporate affiliate,
Ameritas Life Insurance Corp. of New York

By: _____
Kenneth L. VanCleave Sr.

Title: Officer

Date: April 1, 2005 and after

**Producer**

Corp. Name (if any): _____
(print)

Producer Name: _____
(print)

Agent # or SSN/TIN: _____

Signed: _____

Date: _____

# authorization

## and indemnity for release of personal information

Except as specifically provided to the contrary in the authorization, I _____ do hereby authorize a full disclosure and review of all of my records, or any part thereof, concerning myself, by a duly authorized representative of Ameritas Life Insurance Corp. ("Ameritas") and/or Ameritas Life Insurance Corp. of New York ("Ameritas of New York"), whether such records are of public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records of educational institutions; financial or credit institutions; commercial or retail credit agencies; employment and pre-employment records; records of convictions and/or findings of liability for all violations of law, including criminal records and records of complaints of a civil nature made by or against me. I also hereby consent to and permit my former employers or their agents to answer any questions asked by Ameritas and/or Ameritas of New York or any of their duly authorized agents regarding my employment and/or departure from employment with their organization. However, I specifically do not give authorization to anyone to release my medical, health or similar records.

I understand and intend this authorization be used to provide full and free access to my personal background information, for the specific purpose of providing information to Ameritas and/or Ameritas of New York, for their use in determining whether to contract with me or appoint me as a distributor for either or both companies or if I become a distributor for Ameritas and/or Ameritas of New York, whether to continue my association with either or both companies, as applicable.

I agree to indemnify and hold harmless Ameritas, Ameritas of New York, their affiliated companies and/or their authorized representatives and the person or entity to whom a request for information is presented and his, her or its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or by reason of submissions of and/or compliance with this request for information.

THIS AUTHORIZATION SHALL REMAIN VALID, UNLESS REVOKED IN WRITING AND WITH NOTICE TO AMERITAS AND/OR AMERITAS OF NEW YORK, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE I EXECUTE THIS AUTHORIZATION. I UNDERSTAND FURTHER THAT UNLESS I PROPERLY REVOKE THIS AUTHORIZATION, AMERITAS AND/OR AMERITAS OF NEW YORK MAY CONDUCT ONE OR MORE RECORD REVIEWS, AS DESCRIBED ABOVE, DURING THE FOREGOING FIVE (5) YEAR TIME PERIOD, PROVIDED THAT EACH SUCH REVIEW MUST BE FOR A LEGITIMATE BUSINESS PURPOSE ONLY.

A photocopy of this authorization will be valid as an original hereof, even though the photocopy does not contain an original writing of my signature.

| | |
|---|---|
| SIGNATURE | DATE |
| NAME (please print) | BIRTH NAME or OTHER NAME USED |
| ADDRESS | DATE of BIRTH |
| TELEPHONE NUMBER | SOCIAL SECURITY NUMBER |

PREVIOUS ADDRESS and DATE for the PAST SEVEN (7) YEARS

_____

_____

_____

_____

# disclosure

## to the consumer

AMERITAS LIFE INSURANCE CORP. OF NEW YORK

AMERITAS LIFE INSURANCE CORP.

*Required by the 1997 FCRA Section 606(a)*

As a routine part of our due diligence effort, Ameritas Life Insurance Corp. ("Ameritas") and/or Ameritas Life Insurance Corp. of New York ("Ameritas of New York") intends to obtain one or more investigative consumer reports on you. To insure full compliance with the Fair Credit Reporting Act and to facilitate easy access to all information necessary, please read and sign this form.

I _____ specifically understand there will be an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation and personal characteristics.

I further understand that upon written request, I will be given a list of the areas which will be researched and included in the investigative report of my background. Additionally, I understand that upon written request, I will be given a copy of the Federal Trade Commission's document entitled "Summary of Your Rights Under the Fair Credit Reporting Act."

_____ SIGNATURE

_____ DATE SIGNED

Following completion, please send this Disclosure as well as the Authorization and Indemnity to:

Ameritas Group Licensing
P.O. Box 81889
Lincoln, NE 68501-1889

— OR —

Ameritas of New York Licensing
1350 Broadway Suite 2201
New York, NY 10018

# direct deposit

## of your commission check

- Fax or return completed form with voided check to Group Licensing at Ameritas: P.O. Box 81889, Lincoln, NE 68501-1889. Fax: 402.467.7342.
- Electronic deposit of compensation will be effective two weeks after receipt of the completed form.
- Your check will be deposited the second working day of each month and your statement will be sent via U.S. mail the second working day of each month. The statement will indicate the amount deposited into your bank account or you may call our automated system at 800.659.2223, select option 6 (you will be asked to enter your Social Security # or Tax ID #).
- Changes in banking information must be communicated to Group Licensing by the first working day of the month to be effective for that compensation period.
- Electronic depositing can be stopped upon receipt of written notification. (This would be effective one week after receipt in the home office.)
- If you have any questions, please call Group Licensing at 800.659.2223 ext. 88344, or by e-mail at grlicensingcomp@ameritas.com.

# authorization

## agreement for pre-arranged deposits

I authorize Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York (hereinafter the Company) to initiate deposit of my compensation check in my checking/savings account indicated below, and the named financial institution below to post the same to such account.

Depository Institution: _____

City: _____ State: _____ ZIP: _____

Account Number: _____ Account Type (check one): ☐ Checking ☐ Savings

Routing Number: _____ Account Type (check one): ☐ Checking ☐ Savings

PLEASE ATTACH A VOIDED CHECK
(FOR SAVINGS ACCOUNTS, PLEASE ATTACH A DEPOSIT SLIP)

**DISCLOSURE**

This authority is to remain in full force and effect until the Company has received a written termination notification from me. Said written termination notification must set out an effective termination date and must be received by the Company 30 days prior to the set termination date. In no event shall the termination be effective with respect to entries processed by the Company prior to the termination date set out in said notification.

I further authorize the Company to initiate such debit entries to said account as may be necessary to correct any erroneous credit entries previously initiated thereto. I authorize the forenamed depository institution to accept and to credit or debit the amount of such entries to my account.

In the event that I identify an erroneous entry, I shall, within 15 calendar days following the date on which the depository institution sends to me a statement of account or a written notice pertaining to such entry, send to the depository institution a written notice identifying such entry. It will state that such entry was in error and requesting the depository institution to reverse the amount thereof to such account.

I have the right to stop payment of any entry by notification to the depository institution prior to posting to the account.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the operating rules of the National Automated Clearing House Association as amended by the rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this pre-arranged deposit agreement without charge and that the Company will not be liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Associate Name: _____

Agent Number: _____

Date: _____ Signature: _____

FOR OFFICE USE ONLY:

Input by: _____ Date: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# 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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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.

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

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

**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 ▶**

## 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 a percentage 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.

### Updating Your Information

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

### Penalties

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

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

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

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

## Specific Instructions

### 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/ disregarded entity name" line.

## 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/ disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations. |
| 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 [2] |

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

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

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

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

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

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

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

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

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

## Privacy Act Notice

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