

AIMC  
CONTRACTING  
&  
LICENSING  
INFORMATION

## Contracting Forms in this Package

### Associate Contracting Instructions and Checklist:

1. **Agent Agreement** - Manhattan Life
2. **Confidential Licensing Information** - Provide all personal information . . . please explain any special situations in the comment section or attach a letter of explanation.
3. **Commission Schedule** - Be sure to enter your name, sign and date the commission schedules and include with your agency contract. Please note separate commission schedules are required for each company you will be representing.
4. **Appointment Fees** - The appointment fee for each state in which you will solicit business will be deducted from your agent account or first commission payout.
5. **Direct Deposit Program** - Commissions (and advances) can be deposited into the account you designate with no waiting for the mail to deliver checks.
6. **Completed W-9 Form.**
7. **Contracting Corporations or Partnerships** - If you are being contracted as a corporation or partnership with commissions paid to the corporation or partnership, the name of the corporation or partnership must be on the front and back of the agent contract. An officer of the corporation with signatory authority must sign the back as the agent. It is also necessary for you to complete a Confidential Licensing Information form for the corporation.

We can help! If you have any questions, please call and ask for Contract and Licensing.

AIMC, LLC

800-321-0102 ext. 571

**THE MANHATTAN LIFE INSURANCE COMPANY  
CENTRAL UNITED LIFE INSURANCE COMPANY  
INVESTORS CONSOLIDATED INSURANCE COMPANY  
FAMILY LIFE INSURANCE COMPANY**

**CONFIDENTIAL LICENSING INFORMATION**

**\*\*\*PLEASE PRINT CLEARLY OR TYPE\*\*\***

- INDIVIDUAL       CORPORATION/AGENCY (Partnership or LLC)       REPRESENTATIVE/LICENSED ONLY AGENT (Appointed Agent)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Corp/LLC/Partnership Name \_\_\_\_\_

Birthdate \_\_\_\_\_ SSN \_\_\_\_\_ Tax ID \_\_\_\_\_

Current Residence Address \_\_\_\_\_

Home Tel. No. \_\_\_\_\_

Business Address \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Send Correspondence to:     Residence     Business    E-Mail(Required) \_\_\_\_\_

Complete <b>if</b> Representative/Licensed Only Agent Upline/Sponsor Name _____ Upline/Sponsor Address _____ All Representative/LOA Correspondence will be sent to Sponsor's address.
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Resident State Ins. License No. \_\_\_\_\_ (Attach Copy)      Driver's License No. \_\_\_\_\_ (Copy required for TX residents)

Current Insurance Company Affiliations	Type of Policy Sold	Annual Premium	Persistency
Primary Company			
Other Companies			

*If answering YES to any of the following questions please explain in comment section on the back.*

1. Are you now or have you ever been included in litigation with an insurance company that you represented? . . .  YES     NO
2. Do you currently have a debit balance with any insurance company? . . . . .  YES     NO
3. Have you ever had your insurance or securities license suspended or revoked? . . . . .  YES     NO
4. Have you ever been charged, convicted, or plead guilty or nolo contendere ("no contest") in a domestic or foreign court:
  - a) a felony or misdemeanor involving; insurance or an investment-related business, fraud or false statements or omissions, wrongful taking of property; or bribery, forgery, counterfeiting or extortion? . . . . .  YES     NO
  - b) Have you been convicted of any other felony or misdemeanor, other than traffic violations? . . . . .  YES     NO
5. Has any domestic or foreign court ever:
  - a) found you guilty in connection with any insurance or investment-related activity? . . . . .  YES     NO
  - b) found that you violated any insurance-related statutes or regulations? . . . . .  YES     NO
6. Has any Federal regulatory agency or any state regulatory agency or foreign financial regulatory authority ever:
  - a) found you to have made a false statement or omission or been dishonest, unfair or unethical? . . . . .  YES     NO
  - b) found you to have been involved in a violation of insurance or investment regulations or statutes? . . . . .  YES     NO
  - c) found you to have been the cause of any insurance or investment-related business having its authorization to do business denied, suspended, revoked or restricted? . . . . .  YES     NO
  - d) entered an order against you in connection with any insurance or investment-related activity? . . . . .  YES     NO
  - e) denied, suspended, or revoked your registration or license or otherwise prevented you from associating with any insurance or investment-related business, or disciplined you by restricting your activities? . . . . .  YES     NO

7. Have you ever been the subject of any insurance or investment-related, consumer-initiated complaint or proceeding that:
- a) alleged compensatory damages of \$2,500 or more, or found fraud or the wrongful taking of property? . . . .  YES  NO
  - b) was settled or decided against you for \$1,000 or more, or found fraud or the wrongful taking of property? .  YES  NO
8. Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to questions 1 - 7? . . . . .  YES  NO

As part of our contracting process due diligence, several inquires will be made including a check of state and federal court records, a credit check, a Vector One check for agent commission debit balances and a routine investigative consumer report whereby information is obtained through personal interviews with your neighbors, friends or others with whom you are acquainted. These inquiries includes information concerning criminal court reports, credit history, unpaid agent commission debit balances, character, general reputation, personal characteristics and mode of living. As applicable, employment, occupation, general health, habits, residence verification and marital status may be included. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation. You authorize all persons and entities to release all written and verbal information about you to Vector One, Applicant Insight Limited, Inc., Manhattan Life Insurance, Family Life Insurance Company and Central United Life Insurance Company. You release and agree to hold Manhattan Life Insurance, Family Life Insurance Company, Central United Life Insurance Company, Vector One and Insight Limited, Inc. harmless from all liability and responsibility for doing so. You also authorize the procurement of an investigative consumer credit report and Vector One inquiry.

Comment Section: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

I have read, understand and accept this agreement

Date \_\_\_\_\_ Signature \_\_\_\_\_

**MANHATTAN LIFE INSURANCE COMPANY  
CENTRAL UNITED LIFE INSURANCE COMPANY  
INVESTORS CONSOLIDATED INSURANCE COMPANY  
FAMILY LIFE INSURANCE COMPANY**  
10700 Northwest Freeway, Houston, Texas 77092

**AGENT AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between: \_\_\_\_\_  
(hereinafter referred to as "Agent"), and Manhattan Life Insurance Company, Central United Life Insurance Company, Investors Consolidated Insurance Company and Family Life Insurance Company (hereinafter referred to as the "Company").

**1. APPOINTMENT**

The Company appoints the Agent in those territories in which both the Company and the Agent are licensed to do business, to solicit and procure applications in connection with the sale of insurance products offered by the Company subject to the terms, conditions, and limitations set forth in this Agreement.

**2. APPOINTMENT OF OTHER AGENTS**

The Agent is authorized to refer other agents to the Company to solicit and procure insurance applications under the Agent's management and oversight (hereinafter referred to as "Other Agents"). The Other Agents must be properly licensed by the appropriate insurance regulatory authority. The Agent shall provide the referral of the Other Agents to the Company in writing by identifying the Other Agent and specifying that the Other Agent is going to solicit and procure the sale of Company insurance products under the Agent's management and oversight. The Agent shall also request the Company to code the Other Agent as being part of the Agent's hierarchy and shall obtain from the Other Agent the forms necessary to complete the contracting process.

Upon Agent's referral of an Other Agent to the Company, the Company shall determine, in its sole discretion, whether it wants to contract with the Other Agent. All contracts made with an Other Agent shall be made directly with the Company in writing on the Company's contract form which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Other Agent and may terminate any contract with an Other Agent without notice to the Agent.

As used herein, the term "Agent" or "Other Agent" shall mean any person who procures, supervises, or otherwise participates in the procurement of applications for insurance products offered by the Company.

**3. COMPENSATION**

The Company will pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by the Agent and accepted by the Company at the percentages and for the periods and terms set forth in the attached Agent's Commission Schedule, subject to the conditions set forth herein. The Company will also pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by any appointed or assigned Other Agents as set forth in the attached Agent's Commission Schedule, less the commission earned by the Other Agent whose commission rate shall be on file with the Company. The Company will not pay first year or renewal commissions on rate increases.

- A.** If insurance in the Company is issued (replacements, conversions and exchanges) which takes the place of insurance terminated or to be terminated in the Company after the new insurance is issued, the Company reserves the right to determine the rate of commission to be allowed, if any.
- B.** If Agent's Commission Schedule rates are not shown or special rate quotations are made, rates shall be such as may be fixed by the Company.
- C.** If the Company shall return to a policyholder all or any portion of the premiums on a policy or contract, the Agent shall, upon demand, repay to the Company the correspondingly proportionate part of the commission received by him on account of such policy or contract.
- D.** The Company reserves the right to change the provisions of the Commission Schedule with thirty (30) days written notice from the Company to the Agent or Other Agent. However, any such change shall only apply to applications submitted to and accepted by the Company after such notice.

**4. GENERAL PROVISIONS**

The Agent agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations, and instructions of the Company now in force and such as may be hereafter adopted.

- A.** It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgment as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Other Agents. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.
- B.** The Agent shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.

- C. The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.
- D. Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.
- E. The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.

It is understood that any "advance" or "commission advance" made by the Company to the Agent or an Other Agent from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to the Company repayable upon demand. The Company can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness.

In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expense so incurred.

No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.
- F. The Agent and any appointed or assigned Other Agents under the Agent shall have no authority to make, alter or modify any policy or receipt, nor to waive a forfeiture or any provision or condition of any policy issued by the Company, nor to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.
- G. The Agent is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an officer of the Company.
- H. The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Agent from the obligation to perform this Agreement strictly in accordance with its terms.
- I. All accounts and policyholders are considered to be accounts of the Company and not the Agent.
- J. The Agent authorizes the Company to furnish information, upon inquiry from any person, regarding the Agent's record with the Company, personal character, habits, ability, or cause of leaving the service of the Company. No liability shall be incurred by the Company for release of such information.
- K. It is agreed that this contract shall be interpreted and governed by the laws of the state of Texas.

## 5. PROHIBITED ACTS

Agent shall not, during the term of this Agreement or any time after the termination of this Agreement, directly or indirectly:

- A. Divulge or disclose the names of the Company's policyholders and accounts to any other person, firm or corporation which is involved in the insurance business; or
- B. Seek to induce, promote or encourage any Company policyholders to relinquish or discontinue their Company policies. The items listed in A and B shall be referred to herein as the "Prohibited Acts".

In the event Agent engages in any of the Prohibited Acts, whether during the term of this Agreement or post-termination, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company.

## 6. TERMINATION

- A. The Company shall have the right to immediately terminate this Agreement if the Agent, either directly or indirectly, by himself or as the agent of another engages in any of the following:
  1. Engages in any of the **Prohibited Acts** described in Section 5; or
  2. Wrongfully withholds any funds, policies, premium receipts or other property of the Company or an applicant for insurance; or
  3. Violates the insurance laws or regulations of any state in which the Agent solicits applications.
- B. This Agreement shall automatically terminate upon the death of the Agent if the Agent is an individual, the dissolution of the partnership if the Agent is a partnership, or the dissolution of a corporation, if the Agent is a corporation.
- C. Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall remain the property of the Company.
- D. This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

## **7. COMMISSIONS AFTER TERMINATION**

- A.** If this Agreement is terminated under Section 5 or 6A, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company. No additional first year or renewal commissions will be paid to Agent.
- B.** Except as set forth in Sections 5 and 6A, if this Agreement is terminated, the Agent shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:
- On business written by the Agent and his or her appointed or assigned Other Agents, the commission will be paid as provided in the Commission Schedule attached hereto.
  - On business written by the Agent and his or her appointed or assigned Other Agents prior to the date of this Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.
  - After termination, the commission shall be payable only so long as the total compensation payable exceeds \$600.00 for the calendar year. If the total compensation payable hereunder is less than \$600 for the calendar year, the Agent shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.
  - In case of the Agent's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse so long as the total compensation payable exceeds \$600.00 on a calendar year basis.

## **8. PRIOR AGREEMENTS**

This Agreement replaces all prior verbal or written agreements between the Company and the Agent and the provisions hereof between the Company and the Agent shall be applicable to all business written by the Agent and Other Agents assigned to Agent except that all first year and renewal commissions on business written under any prior Agreement will be paid in accordance with the provisions of that Agreement. All prior Agreements are otherwise terminated.

## **9. ARBITRATION**

- A.** Any and all controversies, disputes, or claims arising out of or relating in any manner to this Agreement or the relationships resulting from this Agreement, including, but not limited to, issues relating to the commissions payable hereunder (a "Dispute"), whether based on or arising from a breach of contract, tort, equity, or seeking any other form or type of remedy under any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law, as well as any question regarding whether a particular controversy is subject to arbitration, shall be submitted to binding arbitration as provided herein.
- B.** The Company and Agent agree to reasonably and diligently attempt to reconcile their differences in good faith promptly by negotiations. If they are unable to resolve a Dispute within ten (10) days (the "Negotiation Period"), the Company and Agent agree such Dispute shall be settled solely and exclusively through binding arbitration. The parties intend this Section to be enforceable in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either party refuses to submit to arbitration as required herein, the other party may request a United States Federal District Court Houston Division to compel arbitration in accordance with the Federal Arbitration Act. Both parties consent to the jurisdiction of such court to enforce this article and to confirm and enforce the performance of any award of the arbitrators. To initiate arbitration, either party shall notify the other in writing in the manner set forth in this Agreement for sending notices to the parties of its desire to arbitrate, stating the nature of the dispute and the remedy sought, and designating an arbitrator. The party to which the notice is sent shall respond thereto in writing within thirty (30) days of its receipt of such notice. In such response, the party shall also assert any claim, defense and other dispute it may have against the party initiating arbitration and designate its arbitrator. If the second party fails to respond within the time period set forth in this Section, or fails to designate its arbitrator in its response, the party initiating arbitration shall appoint a second arbitrator. The two arbitrators shall select a third arbitrator within thirty (30) days of the designation of the second arbitrator. If they are unable to agree upon the selection of the third arbitrator, they shall, within such period, each name three (3) individuals of whom the other shall decline two (2), and the decision of the third arbitrator shall be determined by drawing lots from the two remaining designees. All arbitrators shall be active or retired officers of life or health insurance companies and be unaffiliated in any way with the parties and disinterested in the outcome of the arbitration. The arbitrators shall have the power to determine all procedural rules for the conduct of the arbitration. The arbitrators' powers shall also include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The decision, in writing, of the arbitrators shall be final and binding upon both of the parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction in deciding the dispute, the arbitrators shall be bound by, and shall faithfully apply, the laws of the State of Texas. The arbitrators are not empowered under any circumstances to award punitive or treble damages, whether at common-law or statutory in source.





THE MANHATTAN LIFE INSURANCE COMPANY  
**DIRECT DEPOSIT PROGRAM**

ATTN: Mandi Doucet  
2727 Allen Parkway, Ste. 500  
Houston, Texas 77019  
Fax: 713-821-6503

Want a way to get your money faster and with less hassle? Then sign up for Direct Deposit program.  
IT'S SIMPLE TO DO!

**NOTE: Commission checks do not issue until the \$100 minimum is met and are only printed once each month. There is a \$25 minimum amount for EFTs and they are processed twice/month.**

Procedure to start Direct Deposit program:

1. Regular checking account
  - a) Complete the following information.  
Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_
2. Savings account
  - a) Complete the following information.  
Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_
3. Federal Credit Union
  - a) Complete the following information.  
Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

If you have any questions, please call Mandi Doucet at 713-821-6533

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\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Agent Number

# 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	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
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. 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 2.** 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 2.

Social security number								

or

Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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### Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

**If you are a foreign person, use the appropriate Form W-8.** See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.**

**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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 on page 2 and the separate **Instructions for the Requester of Form W-9.**

### 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 social security card. 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 enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

**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.

## 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 an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page 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. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

## Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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 MSA. 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, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 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.

# 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**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.

**If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.**

**Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.**



Underwritten by:  
Family Life Insurance Company  
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713-529-0045