

# Producer Appointment



When you get appointed, you gain a Sales and Customer Service team dedicated to your success.

We understand the importance of providing you and your customers with the products and tools to meet their needs and help you grow your business.

**USBenefits puts you first.**

To become appointed to sell our Dental products you must have an active life and health insurance license. Contact your Sales Team at 800.871.0388 or visit us online at [www.USBenefitsIns.com](http://www.USBenefitsIns.com) for more information.

Upon submission of your first case, please provide your General Agent or USBenefits Sales Representative with the following documents for appointment:

- **Copy of your current life/health insurance license(s)**  
If appointing an agency, please provide a copy of your current life/health agency insurance license(s).
- **Completed copy of the American National Life Insurance Company of Texas (ANTEX) Producer Personal Data Sheet**
- **Completed W-9**
- **Signed copy of the HIPAA Business Associate Agreement**
- **Completed Direct Deposit Form**

If you request an appointment prior to a submission for new business, we will not process your appointment until new dental business is submitted. As a courtesy we will keep your appointment paperwork on file for 90 days from the date of submission.

Email new appointment paperwork and/or new case submission to [NewBusiness@USBenefitsins.com](mailto:NewBusiness@USBenefitsins.com)

Or mail the information to:

**New Producer Appointment/New Case Sale**

Attention: USBenefits DENTAL  
43 Corporate Park, Suite 101  
Irvine, CA. 92606

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS  
HEALTH LICENSING, P.O. BOX 1996, GALVESTON, TEXAS 77553-1996

**AGENT/AGENCY PERSONAL DATA SHEET**

**AGENT INFORMATION**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

License Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**AGENCY INFORMATION**

Name: \_\_\_\_\_ EIN or TIN Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

License Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

If currently appointed, please provide Agency Appointment Number: \_\_\_\_\_

---

List all companies where you have been licensed and approved to represent during the past five years:

Company Name	City	State	Dates Effective	
			From	To

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS  
HEALTH LICENSING, P.O. BOX 1996, GALVESTON, TEXAS 77553-1996

Have you ever represented American National Insurance Company of Texas? Yes ☐ No ☐

Have you ever sold insurance through another name or through any agency in the last 5 years?  
Yes ☐ No ☐ If yes, list the company for which insurance was sold through, and applicable dates.

---

---

Have you sold thru the MGU agency above? Yes ☐ No ☐

Have you ever been indicted or convicted of any crimes involving trustworthiness and/or honesty?  
Yes ☐ No ☐

Have you ever filed for bankruptcy or been declared bankrupt? Yes ☐ No ☐

Have you ever had your license revoked by a state or carrier? Yes ☐ No ☐ If yes, please supply  
details: \_\_\_\_\_

---

Are you presently indebted to any insurance company or agency? Yes ☐ No ☐ If yes, please supply specific  
information pertaining to the nature and amount of the debt below.

To Whom?	Nature of Debt	Amount	Repayment terms

Have you ever had any federal, IRS, or state tax liens levied? Yes ☐ No ☐

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS  
HEALTH LICENSING, P.O. BOX 1996, GALVESTON, TEXAS 77553-1996

AUTHORIZATION

The Federal Fair Credit Reporting Act, as amended, provides that any consumer reporting agency may furnish a consumer report in accordance with the written instructions of the consumer to whom it relates.

In accordance with that provision, the person signing this form as "Applicant" hereby authorizes any person or agency to give, in writing, orally, or in any other form, to Standard Life and Accident Insurance Company (SLAICO), American National Insurance Company (ANICO), American National Life Insurance Company of Texas (ANTEX), Garden State Life Insurance Company (GSLIC) or its designated representatives any information gathered or maintained by a consumer reporting agency bearing on the Applicant's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the Applicant's eligibility for credit, employment or any other purpose authorized under Section 604 of the Act.

Further, the Applicant understands that SLAICO, ANICO, ANTEX or GSLIC may, as part of its normal procedure, request that an investigative consumer credit report be made whereby information on the Applicant's character, general reputation, personal characteristics or mode of living is obtained through personal interviews with business associates, employers, friends, neighbors and others with whom the Applicant may be acquainted or who may have knowledge concerning any such items of information. The Applicant authorizes the individual or agency conducting the investigation to give, in writing, orally, or any other form, to SLAICO, ANICO, ANTEX or GSLIC its designated representatives any information gathered or obtained during this investigation pertaining to Applicant's production, persistency, commissions, earnings, estimated future earnings, commission advances, loans and debts, including, but not limited to, any indebtedness that may have been charged to the Applicant's manager or agency, or which may have been written off.

The Applicant authorizes SLAICO, ANICO, ANTEX, GLSIC or its designated representatives to use the reports furnished in accordance with this authorization in any deliberations which it or they may undertake to determine whether or not SLAICO, ANICO, ANTEX or GSLIC will make an offer of a contract to the Applicant.

For California, Minnesota or Oklahoma Applicants only - If a consumer report is obtained and you would like to receive a copy, please check this box. ☐

For California Applicants only - If public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report. ☐

SIGNATURE OF AGENT/BROKER

DATE

\_\_\_\_\_

Please return completed form to: [newbusiness@usbenefitsins.com](mailto:newbusiness@usbenefitsins.com)

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Agreement") is effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Business Associate") and AMERICAN NATIONAL INSURANCE COMPANY and subsidiaries AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS, GARDEN STATE LIFE INSURANCE COMPANY and STANDARD LIFE AND ACCIDENT INSURANCE COMPANY ("the Companies")

### Background

Companies are covered entities under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), the *Standards for privacy of Individually Identifiable Health Information* (the "Privacy Rule") and the *Security Standards for the Protection of Electronic Protected Health Information* (the "Rule"), promulgated under the Act (the Privacy Rule, Security Rule and the Act are collectively referred to herein as "HIPAA"). In addition, it is the intent of the parties to comply with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. L. 111-5, and its regulations.

Companies and Business Associate have entered into a business relationship pursuant to an agreement (the "Prime Agreement") under which, among other things, Companies may provide to Business Associate certain protected health information to enable the Business Associate to perform its obligations thereunder (the "Obligations").

In order for the Business Associate to perform its Obligations, the Privacy Rule and the Security Rule require that Companies obtain adequate assurances from Business Associate in the form of a written agreement that contains certain mandatory provisions regarding Business Associate's use and disclosure of protected health information (as defined in HIPAA) that is created or received for or from Companies in connection with Business Associate's performance of the Obligations ("Companies Protected Health Information").

NOW, THEREFORE, in consideration of the premises, the parties, intending to be legally bound, agree as follows

#### 1. Privacy of Protected Health Information.

a) Permitted Use. Business Associate is permitted to use and disclose Companies' Protected Health Information only:

- i) in connection with its performance of the Obligations under the Prime Agreement, or
- ii) for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provide that, with respect to disclose of Companies' Protected Health Information to a third party, either:

A) The disclosure is Required by Law; or

B) Business Associate obtains reasonable assurance from any person or entity to which business Associate will disclose Companies' Protected Health Information that the person or entity will:

- 1) hold Companies' Protected Health Information in confidence and use or further disclose Companies' Protected Health Information only for the purpose for which Business Associate disclosed Companies' Health Information to the person or entity or as Required by Law; and
  - 2) promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Companies' Protected Health Information was breached.
- iii) Business Associate will make reasonable efforts to use, disclose, and request only the minimum amount of Companies' Protected Health Information reasonably necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Companies are required to limit the use, disclosure or request to the minimum necessary.
- b) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Companies' Protected Health Information, except as permitted or required by this Agreement or as permitted or directed by Companies or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Companies' Protected Health Information in a manner that would violate the Privacy Rule or the HITECH Act if done by Companies, except as set forth in Section 1(a)(ii).
- c) Information Safeguards.
- i) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect Companies' Protected Health Information from any use or disclosure in violation of the Privacy Rule.
  - ii) Business Associate will develop, implement, maintain, and use industry specific and/or other generally appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Companies' behalf as required by the Security Rule.
  - iii) The information safeguards must meet or exceed the industry specific and/or other generally appropriate minimum standards.
  - iv) If applicable and only if available, Business Associate will provide Companies a copy of the most recent SAS70 audit report.
- d) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted to disclose Companies' Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Companies' Protected Health Information that are applicable to Business Associate under this Agreement.
- e) Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any Companies' Protected Health Information of an individual unless the Company or Business Associate obtained from the individual a valid authorization that includes a specification of whether the Companies' Protected Health Information can be

further exchanged for remuneration by the entity receiving Companies' Protected Health Information of that individual, except as otherwise allowed under the American Recovery and Reinvestment Act.

2. Compliance with Transaction Standards. If Business Associate conducts in whole or part electronic Transactions on behalf of Companies for which the Department of Health and Human Services ("DHHS") has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate shall comply with the National Provider Identifier requirements if, and to the extent, applicable.
3. Individual Rights.
  - a) Access. Business Associate will, within thirty calendar days following Companies' request, make available to Companies or, at Companies' direction, to an individual (or the individual's personal representative), for inspection and obtaining copies (at Companies' expense), Companies' Protected Health Information about the individual that is in Business Associate's custody or control. If the Companies' Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Companies or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Companies.
  - b) Amendment. Business Associate will, upon receipt of written notice from Companies, promptly amend or permit Companies access to amend any portion of Companies Protected Health Information, so that Companies may meet amendment obligations under the Privacy Rule.
  - c) Disclosure Accounting. So that Companies may meet disclosure accounting obligations under the Privacy Rule:
    - i) Business Associate will record information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Companies' Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Companies or to a third party.
    - ii) Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Companies' Protected Health Information if the Company need not account for such disclosures.
    - iii) With respect to any disclosure by Business Associate of Companies' Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
      - A) For non-repetitive disclosures of Companies' Protected Health Information, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a

brief description of Companies' Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

B) For repetitive disclosures of Companies' Protected Health Information that Business Associate makes to the same person or entity (including Companies), Business Associate may record either (1) the Disclosure Information specified above for each accountable disclosure, or (2) the Disclosure Information specified in Section 3(c)(iii)(A) above for periodicity, or number of the repetitive accountable disclosures, and the date of the last of the repetitive accountable disclosures during the Accounting Period.

iv) Business Associate will maintain the Disclosure Information for at least 6 years following the date of the disclosure (3 years for disclosures related to an Electronic Health Record).

Business Associate will make the Disclosure Information available to Companies within sixty calendar days following Companies' request for such Disclosure Information to comply with an individual's request for disclosing accounting. With respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual. Notwithstanding any other provision of this Agreement, Business Associate needs to provide disclosure accounting related to an Electronic Health Record only as of the effective date of this requirement under the American Recovery and Reinvestment Act.

d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Companies make that either (i) restricts use or disclosure of Companies' Protected Health Information or requires confidential communication about Companies' Protected Health Information, provided that Companies notify Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Companies will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business whether any of Companies' Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by DHHS), Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

#### 4. Privacy Obligation Breach and Security Incidents.

##### a) Reporting.

(i) Business Associate will report to Companies any use or disclosure of Companies' Protected Health Information not permitted by this Agreement or in writing by Companies, along with any Breach of Unsecured Company Protected Health Information. Business Associate will treat the Breach as being



Discovered in accordance with HIPAA's requirements. Business Associate will make the report to Companies' Privacy Official not more than sixty calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by law enforcement official in accordance with 45 C.F.R. § 164.412, Business Associate may delay notifying Organization for the time period specified by such regulation. Business Associate's report will at least:

- A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- B) Identify Companies' Protected Health Information that was subject to the Breach or other non-permitted use or disclosure, including, if applicable, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired or disclosed during such Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- D) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate losses and to protect against any further Breaches;
- E) Identify what steps the individuals who were subject to a Breach should take to protect themselves from potential harm resulting from the breach;
- F) Provide such other information, including a written report, as Companies may reasonably request.

- v) Business Associate will report to Companies within thirty calendar days any attempt or successful (A) unauthorized access, use, disclosure, modification or destruction of Companies' Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon Companies' request, except if any such security incident resulted in a disclosure or Breach of Companies' Protected Health Information or Electronic Protected Health Information not permitted by this Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b) Termination of Agreement.

- i) Companies may terminate this Agreement if they determine, in their sole discretion, that Business Associate has breached a material term of this Agreement and, upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty calendar days. Companies may exercise this right to terminate by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the

termination. Any such termination will be effective immediately or at such other date specified in Companies' notice of termination.

- ii) Either the Companies or Business Associate may terminate this Agreement if amendment or addition to 45 C.F.R Parts 160-64 affects the obligations under this Agreement of the party exercising the right of termination. The party so affected may terminate this Agreement by giving the other party written notice of such termination at least 90 calendar days before the compliance date of such amendment or addition to 45 C.F.R Parts 160-64.

iii) Obligations on Termination.

- A) Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Companies or destroy all of Companies' Protected Health Information in whatever form or medium. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Companies' Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to Companies) or destroy all of Companies' Protected Health Information in whatever form or medium held by Business Associate. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusion of this Agreement.
- B) Business Associate will identify any of Companies' Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Companies or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Companies' Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations no later than sixty calendar days following the effective date of the termination or other conclusive of this Agreement.
- C) Business Associate's obligation to protect the privacy and safeguard the security of Companies Protected Health Information as specified in the Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. General Provisions.

- a) Inspection of Internal Security Capabilities, Practices, Books and Records. Business Associate will make its internal security capabilities, practices, books, and records relating to its use, disclosure and security of Companies' Protected Health Information available to Companies and to the DHHS to determine Companies' compliance with the Privacy and Security Rules.

- b) Business Associate External Access to Company Systems. Should the nature of Business Associate's contract with the Companies require Business Associate to access Companies' systems and data, there will be no sharing or pooling of logins associated with the Business Associate's access. In no event shall Companies' Protected Health Information be downloaded to personal storage devices of any type for any purpose.
- c) Definitions. All capitalized terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Companies' Protected Health Information encompasses Companies' Electronic Protected Health Information.
- d) Amendment to Agreement. Upon the effective date of any final regulation or amendment of final regulation promulgated by the DHHS that affects Business Associate's use or disclosure of Companies' Protected Health Information, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation, unless Companies or Business Associate elects to terminate Agreement in accordance with Section 4(b)(ii).
- e) No Third Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- f) Prior Agreement Terminated. This Agreement supersedes any prior agreement of the parties concerning similar subject matter, and such prior agreement is hereby terminated.

IN WITNESS WHEREOF, Companies and Business Associate have executed this Agreement the day and year first above mentioned.

BUSINESS ASSOCIATE

THE COMPANIES

By: \_\_\_\_\_

By: \_\_\_\_\_

William J. Hogan  
AVP- Group Health & HIPAA  
Compliance

Title: \_\_\_\_\_

## 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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	Requester's name and address (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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <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>3</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 or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<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 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

## Compensation Direct Deposit Form

I authorize Allied and the financial institution named below to initiate entries to my checking/savings account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution three (3) days before my account is charged

**Agent/Producer Name:** \_\_\_\_\_

Social Security/Tax ID: \_\_\_\_\_

Email Address: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Routing & Transit Number: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

Type of Account (Please check one): ☐ **Checking Account**  
(attach a voided check)

☐ **Savings Account**  
(attach a savings deposit  
slip and verify with your  
bank routing/transit #)

Information Provided by: \_\_\_\_\_  
(please print your name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Today's  
Date: \_\_\_\_\_

Date to Set-Up: \_\_\_\_\_ Date Settlement Set-Up: \_\_\_\_\_