



## Producer Contract Requirements Checklist

All Insurance licenses, Anti-Money Laundering (AML) training, Errors and Omissions (E&O) Insurance and any required annuity product training and/or suitability, continuing education (if writing annuity business), must be in good standing as of the sign date of your policy applications.

If you have taken an application, please provide:

Policy Application Sign Date: \_\_\_\_\_

Policy Application Sign State: \_\_\_\_\_

Please submit the following items:

- Complete and Sign the Application for Contract. If you are contracting your corporation, Section 2 and Section 3 must be completed. Please ensure your corporation is licensed in all states that require to receive commission payments.
- Signed Selling Agreement.
- Signed Compensation Addendum to Selling Agreement. (Not required for License Only Agents)
- Completed and signed W-9 Form for any agent or entity that will be paid commissions.
- Current proof of E&O coverage. ***This is required at initial contracting and must be maintained in order to keep your contracting relationship with Columbus Life. Minimum of \$1,000,000.00 in coverage is required.***
- Complete and sign the Direct Deposit Authorization form. Include a void check or letter from your Financial Institution. ***Direct Deposit of commissions is required for contracting with Columbus Life Insurance Company.***
- Anti-Money Laundering Training. Please provide proof of completion of AML training from an authorized vendor dated within the previous 24 month period. ***This must be completed and proof provided to us every two years for CLIC to issue new business.***
- If planning to sell Annuities, please provide the following:
  - 4 hours Annuity CE
  - Product Specific Training
  - Best Interest Training, if required by state
- Beneficiary Designation Form.

Producing General Agents ONLY

- Completed Columbus Life Producer Commission Level Assignment Form (Hierarchy Form). This must be completed for all downline Independent Producers, as well as, your personal PGA contract.

**Please submit all PGA contract requests to your Regional Vice President in the envelope provided.** All Independent Producer Contracts should be returned to our Licensing Department by email, fax or mail at:

Columbus Life Licensing Department  
303 Broadway, Suite 1650  
Cincinnati OH 45202  
Email: cr\_licensing@columbuslife.com  
Fax: 513-362-8318



**APPLICATION FOR CONTRACT**

**SECTION 1: PERSONAL INFORMATION**

Last Name: \_\_\_\_\_  
(print)

First Name: \_\_\_\_\_ M/I: \_\_\_\_\_

Other Names Known By (i.e., nickname, maiden): \_\_\_\_\_

Date of Birth: \_\_\_\_\_  M  F

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

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

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Home Address for past ten (10) years: \_\_\_\_\_

\_\_\_\_\_

**SECTION 2: MAILING ADDRESS**

Name of Agency/Business entity: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: *if above is a P.O. Box* \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Designations: \_\_\_\_\_

Website: \_\_\_\_\_

Please indicate the state(s) where appointment is desired: \_\_\_\_\_

\_\_\_\_\_

May Columbus Life use your name and/or your corporation's name in our publications?  Yes  No  
If you check **No**, you will not be eligible to participate in Columbus Life sales conferences and contests.

**If commissions are being assigned (paid to any entity other than your personal account) complete this section.**



**SECTION 3: COMMISSION ASSIGNMENT** By assigning your commissions, you are consenting to have all compensation paid and reported to a separate entity as indicated below.

I reserve the right to revoke this assignment at any time by giving written notice to the Company at its Home Office in Cincinnati, Ohio to be effective as of the first pay cycle of the month following the effective revocation date above on all commissions and other compensation which may become due and payable to me.

As an authorized representative of the entity listed below, I hereby instruct Columbus Life Insurance Company to assign and report commissions and other compensation as income to this entity.

Name of entity \_\_\_\_\_  
\*If different than business name above

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Print Authorized Representative's Name & Title

\_\_\_\_\_ Tax ID Number

\_\_\_\_\_ Authorized Representative's Signature

\*Any person or entity receiving compensation MUST be licensed and appointed in the state the policy/contract application was signed in if signed in any state other than: IA RI, TN, VT, & WI.

#### SECTION 4: ANTI-MONEY LAUNDERING COMPLIANCE

Columbus Life Insurance Company (CLIC) has implemented an Anti-Money Laundering program to comply with federal Anti-Money Laundering regulations for insurance companies. The regulations apply to all products offered through CLIC.

As a result, you are required to show proof that you have completed Anti-Money Laundering training within the last 24 months before you will be appointed with CLIC. After initial appointment, you are required to complete Anti-Money Laundering training every two years in order to maintain your appointment. Producers may either take AML training provided by Columbus Life Insurance Company through LIMRA or provide suitable proof of other training from a national continuing education provider, another insurance carrier or a FINRA-registered broker-dealer.

**Please indicate below how you are meeting this requirement:**

- I completed an AML course through LIMRA on: \_\_\_\_\_  
Date
- Attached is a valid certificate of completion of AML training. *The certificate must include your name, the name of the training course and date of completion.*

#### SECTION 5: ANNUITY SUITABILITY TRAINING

- Are you an annuity producer?
- No – please skip to section 6. You must complete all training prior to soliciting annuity products in the future.
- Yes – you are required to complete training prior to selling or soliciting annuity products.

Most states require that prior to soliciting the sale of an annuity product, an insurance producer have adequate knowledge of the annuity product and be in compliance with the insurer's standards for product training. No annuity contract will be accepted in states that require annuity suitability training without meeting the following training requirements:

1. Producers must meet their resident state continuing education requirements for Annuity Suitability training through an approved vendor. If a producer is doing business in a state other than their resident state, they may have to meet that state's requirements if the two states don't have a reciprocal arrangement. If you have any questions regarding this matter please email: [training@wsfinancialgroup.com](mailto:training@wsfinancialgroup.com).
2. In addition, all Insurance Producers are required to complete Product Training for all annuity products available through Columbus Life.

All Columbus Life Annuity Product Training is available on-line through Kaplan Financial Education. Once you have submitted your contracting paperwork, you will receive an email or letter with instructions on how to access the Kaplan training site. Columbus Life will be notified directly from Kaplan when you have completed the training. Training must be completed prior to the annuity application date.

**If you have obtained the 4 hours of CE training through a different vendor, please include a copy of your 4 hour CE credit certification.**

#### SECTION 6: ERRORS AND OMISSIONS

All producers are responsible for maintaining Errors and Omissions Insurance throughout the duration of their contract and at their own expense. Current proof of coverage must be provided each time it expires. Proof of coverage must indicate the insurer, coverage dates, name of the insured and the coverage limits. If the name of the insured is not the producer's name, please provide a copy of the complete policy. Minimum coverage per occurrence is \$1,000,000. Your Columbus Life contract will be terminated if we do not have proof of in force E&O coverage.



## **SECTION 8: PLEASE READ THE FOLLOWING BEFORE SIGNING THIS APPLICATION**

Public Law 91-508 requires that the Company advise you that a routine inquiry will be made during our initial or subsequent processing which will provide applicable information concerning character, general reputation, personal characteristics, mode of living, and credit history. These include, but are not limited to: consumer credit report, and debit reporting services. Upon written request, additional information as to the nature and scope of inquiry, if one is made, will be provided.

This is not an application for employment, but an application for contract as an agency/producer to represent Columbus Life Insurance Company in the sale of insurance.

### **CERTIFICATION AND AUTHORIZATION**

I certify that the information furnished above is true and complete and that I have not concealed any information. I understand that the Company will rely on this information in determining whether or not to contract me. I understand and agree that the Company may revoke any contract issued to me if any statement herein is incorrect and/or incomplete. I agree that I will immediately notify the Company in writing in the event that I become convicted of, or plead guilty to, or enter a plea of no contest to a felony or misdemeanor subsequent to the date hereof, provided that I have an in force contract with the Company.

I, the undersigned Applicant, hereby further authorize and request each of my former employers and each of the insurance companies with which I have ever been affiliated, including those listed in this report, to furnish the Company and any affiliated companies any information which such employer or insurance company possesses regarding me, including, but not limited to, all business production reports, compensation, premiums written and my business methods or practices. I release any former employer and/or insurance company from any liability by complying with a request for information pursuant to this authorization.

I also authorize the Company to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer. I understand that I may request a copy of these results from Vector One by written request to: Vector One, PO Box 12368, Scottsdale, AZ 85267-2368. I agree that, following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, it may continue to conduct periodic commission related debit balance screenings as determined in its sole discretion. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post my information to the Debit-Check service, which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

As part of the Company's routine agent appointment procedure, an investigative consumer report, criminal records check, state insurance reports, and other reports and checks may be obtained about you. By signing this document, you authorize the Company to perform a background investigation including, but not limited to, credit reports, social security number verification, criminal records checks, state insurance reports, public court records checks, driving records checks, educational records checks, verification of employment positions held, and any other public records. This information may be obtained, in part, through a consumer reporting agency, state insurance departments, state insurance and national insurance licensing databases, and FINRA, as well as personal interviews with friends, neighbors and associates, about your character, general reputation, personal characteristics, mode of living, financial and professional status. I understand and agree that the Company may share the above information and any information collected as part of its routine agent/agency appointment procedure with its subsidiaries and affiliated companies. I hereby release the Company, its officers, directors, employees, agents, subsidiaries, parent companies, affiliates, successors and assignees from any and all claims and liability whatsoever arising from the collection, use, and/or aforementioned sharing of the information

requested pursuant to this authorization. I specifically waive any notice from any present or former employer or insurance company who may provide information based on this authorization request and release from any liability any former employer, insurance company, person or entity that provided information to the Company for this investigation.

Upon signing this document, I attest that I have been given a copy of the Summary of Consumer Rights. This Business Background Summary, including without limitation the Certification, Authorizations and releases, in faxed, photocopied or electronic form will be as valid as the original. A faxed or electronically transmitted signed document to the Company has the same legal force and effect as the original signed document and once received is the controlling record.

California, Minnesota and Oklahoma residents only - Please check this box if you would like to receive a copy of the consumer credit report obtained during the background investigation.

\_\_\_\_\_  
**Name of Applicant (print)**

\_\_\_\_\_  
**Signature of Applicant / Date\***

**STATEMENT OF PRODUCING GENERAL AGENT (OR REGIONAL VICE PRESIDENT)**

I have investigated the reputation and character of the above applicant, whom I believe to be trustworthy, honorable, and reliable in dealing with the public and with Columbus Life Insurance Company.

\_\_\_\_\_  
**Producing General Agent (print)**

\_\_\_\_\_  
**Producing General Agent Signature / Date\***

or

\_\_\_\_\_  
**Regional Vice President Signature / Date**

*\*Note to Applicant / PGA and/or RVP: Please sign this application to eliminate any delays in the contracting process.*

# CONSUMER NOTIFICATION

Pages 5, 6, 7 & 8 should be retained for your records

This is to inform you that an investigative consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for contract as a producer with Columbus Life Insurance Company.

This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You may also have the right to request additional disclosures regarding the nature and scope of the investigation.

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

#### **Consumers Have the Right To Obtain a Security Freeze**

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

## **Additional Information about the Fair Credit Reporting Act**

The Summary of Your Rights provided above does not reflect certain amendments contained in the Consumer Reporting Employment Clarification Act of 1998. The following additional information may be important for you:

- Records of convictions of crimes can be reported regardless of when they occurred.
- If you apply for a job that is covered by the Department of Transportation's authority to establish qualifications and the maximum hours for that job, and you apply by mail, telephone, computer, or other similar means, your consent to a consumer report may validly be obtained orally, in writing, or electronically. If an adverse action is taken against you because of a consumer report for which you gave your consent over the telephone, computer, or similar means, you may be informed of the adverse action and the name, address and phone number of the consumer reporting agency, orally, in writing, or electronically.



## Main Selling Agreement

### Parties

This document will be referred to as the “**Agreement**.” The applicant may be an agent, agency, broker-dealer or independent marking organization, but will be referred to throughout this Agreement as “**Agent**,” “**you**,” or “**your**.”

The entity appointing you is a distributor or manufacturer of annuities and life insurance and is referred to throughout this Agreement as “**Company**.” The Company will appoint you directly and enters into this Agreement itself or on behalf of the insurance companies listed below:

- Columbus Life Insurance Company

The Company or Companies may also be referred to throughout this Agreement, both individually and collectively, as “**we**,” “**us**,” or “**our**.”

“**Contracts**” refers to any annuities or life insurance products solicited under this Agreement.

If applicable, you will recommend to the Company prospective Subagents to solicit Contracts on behalf of Company. A Subagent is any person or entity whose commission or other type of compensation you receive from us to pass through to the person or entity, whether that person or entity is an insurance agent or agency, registered representative, broker dealer or independent marking organization. If a Subagent recommended by you for appointment is approved and appointed by us, such Subagent will be assigned to you until such assignment is terminated by you, subagent or us. A Subagent is deemed under your supervision as long as you receive and pass through, in whole or in part, such Subagent’s compensation and during that time, you are responsible for the acts and omissions of the Subagents in connection with activities relating to this Agreement. You will ensure that each Subagent has and maintains the necessary licenses, registrations and appointments. You will inform us promptly when a Subagent terminates his or her contract. Throughout this Agreement the terms “Agent,” “you,” or “your” also refers to Subagents.

### Terms and Conditions

The term of this Agreement begins on the date it is accepted and executed by the Company (the “**Effective Date**”) and will continue until terminated.

This Agreement includes all sections of this Agreement, any associated supplements and compensation schedules (as amended from time to time and also referred to as commission schedules or similar), and all other schedules, exhibits, supplements or addenda to this Agreement now or hereafter appended, all of which are fully incorporated herein by reference.

#### 1. Relationship

The relationship between you and us is that of an independent contractor. Nothing contained in this Agreement makes you, your employees, associated persons or Subagents, employees of Company.

#### 2. Authority and Responsibility of Agent

You are authorized and agree to perform the following services.

- A. You will solicit sales of Contracts in those jurisdictions where the Contracts are authorized for sale by the Company, obtain completed applications for the Contracts on forms provided by Company, and collect the full initial premiums, in accordance with our rules and guidelines, which may change from time to time. You will promptly remit to us all applications and the full amount of all premiums, without setoff, demand or deduction except as otherwise provided in this Agreement.
- B. You will make reasonable efforts to maintain the Company’s Contracts in force and to provide reasonable assistance to the Company’s Contract owners.

- C. You will be governed strictly by and comply with the Company's instructions, rules and requirements, including, without limitation, underwriting rules, any market conduct guidelines and standards and training requirements. In the event of any dispute between the parties as to the interpretation of any Company instructions, rules and requirements, Company, in its sole discretion, will resolve any such dispute.
- D. You will comply with all applicable privacy, insurance, securities and other applicable laws and the rules of any self-regulatory body governing activity covered by this Agreement.
- E. You will understand and, if applicable, ensure training to understand, the terms and conditions of the Contracts.
- F. You will ensure that each transaction that is related to a Contract is authorized, in writing, by the Contract Owner.
- G. You will keep records in such form as may be reasonably required by us and as required under applicable laws. All records required to be kept under this Agreement and applicable law will be maintained at the principal place(s) of Agent's business, as applicable, in good and readily accessible condition. These records will be available to us or our authorized representative during normal business hours.
- H. You will pay your own expenses incurred in the performance of this Agreement.
- I. You will ensure delivery of policies and documents to customers within 10 days of receipt (unless relevant laws or regulations require delivery sooner) and secure and maintain delivery receipts if required by us or by law.
- J. You will promptly notify us in writing of any customer complaint of which you are aware or should reasonably be aware, related to Company, Company's products or any activity of Agent related to or covered by this Agreement. You will respond to any request from us for explanation or documentation necessary to respond to inquiries or complaints from customers or regulators within the time period requested.
- K. You will ensure we are promptly notified if you become aware, prior to delivery, of any change in insurability of an applicant for insurance under one of the Company's Contracts.
- L. You will secure and maintain in force the necessary licenses, registrations and appointments.
- M. You will immediately communicate, deliver, and distribute to the intended recipient Contract owners and/or Subagents any bulletins, notices, checks, statements, and any other communication or information received from the Company.
- N. You agree to observe the highest ethical standards in the performance of your obligations under this contract.
- O. You will maintain errors and omissions insurance coverage with a liability limit of \$1,000,000 or greater. Coverage must insure against any negligent act, error or omission by you or any person employed by you in the rendering of services related to the product lines sold or serviced under this Agreement. **You will provide proof of such coverage upon our request.**

### 3. Limitations on Agent's Authority

The authority granted to you does not permit you to represent yourselves as having such authority to do, any of the following.

- A. You will not (i) waive, make or modify any terms, rates, conditions or limitations of, or approve evidence of insurability under, any Contract or form provided by the Company; (ii) adjust, settle or admit liability on any claim or enter into any legal proceedings pertaining to our business unless authorized in writing by us; (iii) incur any debt or expense on our behalf; (iv) bind us by any promise or agreement; (v) collect any money for us except the collection of the first premium on the Contracts; (vi) exercise any authority on our behalf other than as expressly authorized by this Agreement; or (vii) extend the time for any premium payment.
- B. You will not pay or allow, or offer to pay or allow, any rebate of premium or any other consideration as an inducement to any person to purchase, continue, renew, or exchange a Contract that is not specified in the Contract.

- C. You will not publish, alter, circulate or use in any manner any advertisements, sales literature, policy analysis, proposals, illustration, performance data or other material, whether printed or electronic, which refers to the Company or any affiliate of Company or any product or service of Company or any affiliate of Company, without our prior written consent. Further, you will not use outdated advertisements, sales literature, policy analysis, proposals, illustration, performance data or other material, whether printed or electronic, even if the material was previously approved by us, without our prior written consent.
- D. You will not engage in any activity prohibited by federal or state privacy, insurance, securities and other applicable laws, or the rules of any self-regulatory body governing activity covered by this Agreement.
- E. You will not conduct any business or make any representations on behalf of Company in any state where the Company is not authorized, admitted or otherwise licensed to do business.
- F. You will not deliver any life insurance policy if you know, or reasonably should have known, that the applicant is at the time not in good health and insurable.
- G. You will not sign an application for a Contract, as the writing agent, unless the application was personally taken by the writing agent in the presence of the applicant;
- H. You will not solicit business on behalf of Company unless and until you are licensed as an agent in the applicable state and have been duly appointed as an agent of Company, unless applicable laws allow otherwise.

#### **4. Territory**

No territory is assigned exclusively to you.

#### **5. Company's Rights**

We may, on notice to you, in our sole discretion and without recourse, take any of the following actions:

- A. discontinue, withdraw or suspend sales of any Contract from any state or territory;
- B. modify or change any Contract form or the conditions or terms under which any Contract may be offered;
- C. modify, amend, delete or add any procedure, rule, instruction, guideline or requirement;
- D. cease doing business in any state;
- E. have reasonable access to you and your employees, and/or associated persons to deliver product and/or administrative training;
- F. reject applications for Contracts without specifying a reason; and
- G. disapprove the appointment of any person or entity proposed by you or terminate the appointment of a person or entity at any time.

#### **6. Compensation**

- A. As full compensation for your services, Company will pay you compensation according to the associated compensation schedules and/or addenda, as amended by us in our sole discretion from time to time. (The term "compensation" includes up-front commissions, trail commissions and any other payments made to you under this Agreement.) If applicable, you accept full responsibility for the prompt and full payment of compensation due any person or entity whose commission or other type of compensation you receive from us to pass through to the person or entity, whether that person or entity is an insurance agent or agency, registered representative, broker dealer or independent marketing organization. You agree to hold us harmless against any claim made by such persons or entities.
- B. We may, in our sole discretion, and without prior notice to you, change or terminate the compensation to be paid on any Contracts and may add Contracts and establish the rate of compensation to be paid on those Contracts. Any changes in compensation will apply only to Contracts issued on or after the effective date of the change.

- C. If, for any reason, Company, or any of its affiliates, refunds any premium or part of a premium of, or effects a surrender, rescission or cancellation of any Contract, during the time period specified in the applicable compensation schedule, any compensation paid to you on such premiums or Contract will be immediately repaid to us or, at our option, be deducted by us from any compensation payable to you in the future.
- D. The amount and the timing of payment of compensation on replacements, changes, exchanges, transfers, term renewals, conversions, premiums paid in advance, premium rate increases and other special cases will be governed by the rules of Company, unless otherwise specifically addressed in this Agreement.
- E. The payment of compensation will always be subject to Agent being properly licensed in the applicable state.
- F. No compensation will be paid on waived premium.
- G. No compensation will be paid if this Agreement is terminated for cause as defined in the termination section.

## **7. Debt**

We will have a first lien on any compensation due, held or becoming due for any debt due from you or your Subagents to us. Debt includes, without limitation, any advance, loan, overpayment, chargeback or annualization of compensation. We may deem the entire debt as shown in our records due and payable at any time. You hereby assign compensation from us to be applied to any debt to us when and as it becomes due. You have no right to sell, assign or transfer any compensation until our claim is satisfied. Any existing assignment will be subordinate to our claim arising after this assignment. You agree to pay interest at the legal rate on amounts that are outstanding and any collection costs incurred by us. If we retain outside counsel to collect any such debt, you will be responsible for all attorney's fees, costs and expenses incurred by us in our effort to collect from you. This Debt provision survives the termination of this Agreement.

## **8. Assignment**

No assignment of this Agreement or of any compensation due or to become due will be valid unless approved by us in advance in writing. Any assignment will be subject to any existing or future debt due to us from you.

## **9. Remittances**

You are responsible for all money received or collected on behalf of Company, whether by you, your employees or any other person or entity under your supervision. All money received will be remitted to Company as promptly as possible. All money will be held by you in a fiduciary capacity for us until remitted in full to Company and will not be misappropriated, commingled, or withheld from us. Only if approved in advance by us in writing, under all conditions imposed by us now or in the future, you may, in lieu of remitting the entire premium collected for an annuity Contract, deduct and retain the applicable commission set forth in the compensation schedules, and remit the balance of the premium to us. You acknowledge that our authorization to remit net premium is contingent on our review of your current financial condition and that of your parent entity, if applicable, in order to ascertain your present and future ability to fund chargeback liabilities. We may rescind this authorization at any time and at our sole discretion.

## **10. Indemnity**

- A. You will defend and indemnify and hold harmless Company, its officers, directors, employees, agents and control persons, with respect to any and all losses, damages, unjust enrichment, liabilities, claims or expenses (including reasonable attorney's fees) arising from the breach of any provision of this Agreement, failure to comply with applicable laws or wrongful act or omission by such party or its affiliated companies, officers, directors, employees, agents and control persons.
- B. Company will under no circumstances be liable to Agent or any third party for lost profits or lost opportunity, indirect, special, consequential, incidental or punitive damages whatsoever, even if Company has been advised of the possibility of such damages.
- C. This Indemnity provision section will survive the termination of this Agreement.

## 11. Materials and Records

- A. All materials provided to you by us, such as advertisements, sales literature, supplies, hardware, software, applications, forms and any and all information and materials, whether printed or electronic, pertaining to our products or services or containing our name or logo (the "Materials"), and the content of the Materials, will remain our sole and exclusive property. You will use the Materials only in connection with the activities specifically authorized under this Agreement.
- B. The Materials contain copyrights, trademarks, and other intellectual property that belongs exclusively to us or our affiliates and we retain all rights, title and interest in all intellectual property contained in the Materials. We grant you and Subagents a nonexclusive, nontransferable, limited license to use the Materials only as specifically authorized under this Agreement. You agree to notify us immediately if you become aware of any unauthorized use, copying, alteration or distribution of the Materials. This license will automatically terminate upon the termination of this Agreement.
- C. Immediately after termination of this Agreement, you will stop using Materials and deliver Materials to us.
- D. You will, subject to applicable law, provide reasonable access to and will cooperate with the Company in providing access to records related to the Contracts sold under this Agreement. This provision will survive termination of the Agreement.

## 12. Termination

- A. Either party may terminate this Agreement without cause by written notice to the other party.
- B. Company may terminate this Agreement for cause by mailing notice of termination to Agent at the address provided in this Agreement or subsequently updated by the parties and that termination will be effective upon mailing. Cause for termination includes, without limitation, any of the following actions of Agent, its affiliated companies, officers, directors, employees, Subagents or control persons: (i) violation of or noncompliance in any material respect with any of the terms of this Agreement; (ii) material violation of any applicable insurance, securities, privacy or other laws; (iii) inducing or attempting to induce a Contract owner to relinquish or replace any Contract, unless such inducement is reasonably believed to be in the best interest of the Contract owner; (iv) misappropriation or commingling of Company funds; or (v) engaging in a fraudulent act or misrepresenting Contract benefits or limitations. If this Agreement is terminated for cause, no further compensation will be paid to you after termination.
- C. If you are a corporation or partnership, your dissolution, bankruptcy or insolvency or assignment for the benefit of creditors will immediately and automatically, without notice, terminate the Agreement. If you are a partnership, the death of a partner will immediately and automatically, without notice, terminate the Agreement.
- D. A revocation or suspension of your license by any insurance department will immediately and automatically, without notice, terminate the Agreement and your rights under the Agreement, including right to further compensation, are forfeited.
- E. If you are an individual, this Agreement will immediately and automatically, without notice, terminate upon your death.
- F. If, after termination of this Agreement you are convicted of a felony, we will pay you no further compensation.
- G. If Agent engages in any of the activities listed in (iii) through (v) of Section 12(b) of this Agreement either before or at any time after termination, all rights to payment of any further compensation will be forfeited.
- H. No compensation will be paid on business submitted after termination of this Agreement.

### 13. Confidentiality / Data Security

You acknowledge and agree that you may have access to nonpublic, personally identifiable information of consumers ("Nonpublic Information<sup>1</sup>") in the course of your relationship with Company. You are responsible for and you agree to take appropriate measures so as to protect against the misuse of and/or unauthorized access to Nonpublic Information in your possession and control. You are responsible for applying good industry practice to ensure that your system is free of computer viruses or other harmful code and adequately maintained.

Consistent with applicable law, Company expects all Agents doing business with Company to implement the following minimum security measures<sup>2</sup> with regard to Nonpublic Information processed, accessed, and stored as part of your relationship with Company. Documentation is expected to be available upon request to support the satisfaction of these minimum requirements.

- A. Establish and maintain an information security policy stating how the Agent protects Information Technology (IT) assets and Nonpublic Information.
- B. Implement formalized risk assessment measures that identify, quantify, and prioritize risks to Nonpublic Information based on the risk acceptance levels relevant to the Agent, including risks related to third-party service providers.
- C. Establish and maintain physical security measures, including physical access restrictions to locations containing Nonpublic Information.
- D. Establish and maintain access control measures, including access restrictions to Agent's IT systems and Nonpublic Information.
- E. Establish and maintain records retention policies and procedures including secure disposal of Nonpublic Information.
- F. Where feasible, implement encryption of Nonpublic Information for data in transit and for data at rest when stored on the network, media, or devices (including portable devices such as laptops).
- G. Implement anti-virus software and regular maintenance of software, including installation of high-priority software updates and patches for all Agent IT systems containing Nonpublic Information.

**Additional requirements apply to an Agent that does not meet an exemption under applicable law.**

Exemptions may be available to an Agent (a) with fewer than ten (10) employees; (b) with less than \$5 million in gross annual revenue the last three years; (c) with less than \$10 million in year-end total assets; (d) subject to the Health Insurance Portability and Accountability Act; or (e) as otherwise provided by applicable law. In addition to the requirements set forth above, Company expects Agents that are not exempt under applicable law, to implement the following security measures, with regard to Nonpublic Information processed, accessed, and stored as part of your relationship with Company:

- A. Appoint and designate a Chief Information Security Officer (CISO) (internal or outsourced) responsible for Agent's information security processes.
- B. Conduct annual penetration testing of Agent IT systems by an independent third party as well as regularly performed network vulnerability scans.
- C. Maintain a Software Development Life Cycle (SDLC) process for internally developed applications, if any.
- D. Conduct background checks and security awareness training for Agent personnel with access to IT systems and Nonpublic Information.

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<sup>1</sup> Nonpublic information includes all information that is not publicly available Information and is:

- (a) Any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number, (ii) drivers' license number or non-driver identification card number, (iii) account number, credit or debit card number, (iv) any security code, access code or password that would permit access to an individual's financial account, or (v) biometric records;
- (b) Any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that relates to (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual's family, (ii) the provision of health care to any individual, or (iii) payment for the provision of health care to any individual.

<sup>2</sup> The form of these minimum security measures may vary depending on the type of Agent.



- E. Implement multi-factor authentication to verify a user's identity for a remote login to Agent systems or internal networks that transmit, process, or store Nonpublic Information.
- F. Establish and maintain incident response measures for responding to cybersecurity events.

Agent agrees to notify Company within 24 hours of the discovery of any unauthorized use of, or access to Nonpublic Information related to Agent's relationship with Company. Agent agrees to cooperate with Company in the investigation of such an event and shall take all reasonable action, where appropriate, to immediately remedy any breach, mitigate harm to Company and consumers, and prevent any further breach. Agent acknowledges and agrees that additional security requirements may be imposed by Company, including but not limited to, periodic security questionnaires upon advanced written notice to Agent/Firm.

#### **14. Websites & Electronic Platforms**

Company or its affiliates may make available websites or other electronic platforms, which may enable viewing of Contract and agent information, as well as electronic submission of transactions related to Contracts. You represent, warrant and certify that you will, and will ensure that your employees and Subagents will, comply with the following terms and conditions of use of our electronic platforms.

- A. You will ensure that each transaction initiated by you, your affiliates, or employees that is related to a Contract is authorized, in writing, by the Contract Owner.
- B. You will supervise the usage of electronic platforms by its employees or affiliated persons.
- C. You will not use the electronic platforms except as authorized by this Agreement and will not make the information on the electronic platforms available to any third parties.
- D. You will ensure that functions on electronic platforms that have been password protected by us are not accessed by unauthorized persons or used inappropriately by your affiliates, employees or Subagents. Passwords for electronic platforms will be treated by you, your affiliates, employees or subagents as confidential information under this Agreement.
- E. You will not intentionally, or through gross negligence, cause any damage to or delay or interrupt the operation of electronic platforms by altering, corrupting or deleting data.

Electronic platforms hardware, software and all related intellectual property rights are the exclusive property of Distributor or its affiliates. You are not entitled to any rights thereto by virtue of your use of or access to electronic platforms.

You acknowledge that interruptions in system operation, malfunctions, slow response time, or other performance issues may occur. Further, you acknowledge that the transmission, viewing and retrieval of data files through the Internet are subject to a variety of conditions that may affect the reliability of the transaction. Accordingly, use of electronic platforms is at your risk, and electronic platforms are provided on an "as is" and "as available" basis.

#### **15. AML**

You represent and warrant that you are in compliance with all laws aimed at preventing, detecting and reporting money laundering and suspicious transactions, including without limitation, applicable provision of the Bank Secrecy Act and the anti-money laundering requirements of the USA PATRIOT Act and the regulations thereunder. You further agree to report to the Financial Crimes Enforcement Network and to us, without undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers involving products offered by Company. You will, and, if applicable, require Subagents to, complete AML training in accordance with our rules. You will provide us with documentation demonstrating compliance with this obligation upon reasonable request.

#### **16. Standard of Care**

You agree to comply with all applicable laws regarding the standard of care for recommendations of Contracts and Life Insurance (i.e., suitability or best interest) (the "Standard of Care Regulations"). You will only recommend the purchase or exchange of Contracts where there is a reasonable basis to believe that a transaction is suitable or in

the consumer's best interest, as applicable. Whether a recommendation is suitable or in the consumer's best interest shall be based on Suitability Information or Consumer Profile Information, as applicable, furnished to you by the consumer after reasonable inquiry concerning, without limitation, the consumer's financial situation, insurance needs, and financial objectives.

If we delegate to you certain aspects of the Standard of Care Regulations that are the insurer's obligation, you agree that you will establish, maintain, and audit a system of supervision that is reasonably designed to achieve compliance with applicable Standard of Care Regulations. You further agree to provide us with an annual certification attesting to ongoing compliance with applicable Standard of Care Regulations.

You acknowledge and agree that the Company may monitor and audit your compliance with the Standard of Care Regulations, and you agree to respond promptly to inquiries and document requests regarding your compliance with Standard of Care Regulations.

## 17. Arbitration

Any disputes between you and us arising out of or relating to this Agreement, which is not otherwise governed by arbitration rules of the Financial Industry Regulatory Authority ("FINRA"), will, upon written demand of either party, be settled by arbitration conducted in the City of Cincinnati, Ohio and administered by the American Arbitration Association (the "AAA") under its commercial arbitration rules as amended from time to time ("AAA Rules"). Judgment on the award rendered by a majority of the panel of arbitrators may be entered in any court having jurisdiction. All costs and expense of arbitration, including attorney's fees, will be borne by the losing party unless the panel of arbitrators decides otherwise.

Within 30 days following receipt of the written demand to arbitrate, each party will appoint an arbitrator and will notify the other party of the name and address of its appointed arbitrator. The two party-appointed arbitrators will select a third, neutral arbitrator in accordance with the AAA Rules. The three arbitrators will constitute the panel of arbitrators, with the neutral arbitrator serving as the chairperson. All arbitrators will have at least five years of experience working in the life insurance industry or as an attorney handling matters related to the life insurance industry.

**LIMITATION OF LIABILITY.** Except as otherwise expressly provided for herein, Company expressly disclaims all warranties, express or implied, statutory or otherwise, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose. Company will not be liable for any errors, omissions or damages claimed by Agent and/or a third party arising from the use of electronic platforms, even if the damages arise from malfunction in the electronic platforms.

We may, in our sole discretion, terminate or restrict your access to electronic platforms for the Agent for any reason, without prior notice. Further, we are not liable to you or to any third party in the event an affiliate, employee or Subagent accesses electronic platforms after they separate from service with or assignment to you.

## 18. General Provisions

- A. The invalidity or unenforceability of any provision of this Agreement will not render invalid or unenforceable any other provision of this Agreement.
- B. Except as otherwise provided herein, this Agreement may only be amended in a writing signed by the parties.
- C. While this Agreement is in effect, you, your successors and affiliates will not directly or indirectly engage in activities with the intent or effect of replacing in-force business produced under this Agreement, or other business of Company or any of our affiliates, unless you have a reasonable basis to believe that each replacement is in the best interest of the consumer.
- D. Each party represents and warrants that the entering into of this Agreement and performance under this Agreement does not and will not conflict with or cause a breach of any other agreement to which either is a party.
- E. Failure of Company to enforce the performance of any provisions of this Agreement will not constitute a waiver of those provisions under any circumstances.
- F. This Agreement is governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions.

- G. This Agreement, including the associated compensation schedules (as amended from time to time), and all other schedules, exhibits or addenda referencing this Agreement now or hereafter appended will become effective on the Effective Date and will terminate and supersede any prior agreements between Agent and Company with respect to applications submitted after the Effective Date. For clarity, the termination of prior agreements pursuant to this section will not impact any commissions still due under those agreements.
- H. The parties will cooperate in any investigation or proceeding arising in connection with the activities relating to this Agreement.
- I. You certify that the information furnished in this Agreement is true and complete and that you have not concealed any information. You understand that we will rely on this information in determining whether or not to enter into this Agreement with you.
- J. You acknowledge that telephone conversations may be recorded by Company and consent to the same.
- K. You certify that the tax identification number provided in this Agreement is your correct tax identification number and that you are not subject to backup withholding.

**SIGNATURES**

**THE PARTIES AGREE** that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof and cannot be amended, altered or modified except in the manner provided for in the Agreement. The signatories below represent and warrant that each is duly authorized to enter into this Agreement on behalf of each party for whom he or she signs. All terms and conditions of this Agreement are hereby agreed to by:

<b>AGENT/AGENCY</b> <b>(If entity, must be signed by authorized officer):</b>		<b>Columbus Life Insurance Company</b>
Agency Name (if entity):		
By:		
Printed Name:		
Title (if entity):		
Date:		



## **Compensation Addendum to Selling Agreement**

This addendum ("Compensation Addendum") amends the selling agreement<sup>1</sup> ("Agreement") you have with Columbus Life Insurance Company, or its designee or affiliates, (referred to as the "Company"; "We"; or "Us"). In this Compensation Addendum, "You" and "Your" refers to the agent, agency, broker-dealer, independent marketing organization, or other sales or distribution organization that signed the Agreement, including any agents, representatives, or others to the extent You are responsible for them under the Agreement. The Company and You are collectively referred to as the "Parties."

WHEREAS, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. We will pay You compensation according to the associated compensation schedules, as amended by Us in Our sole discretion from time to time.
2. Certain Definitions
  - a. Agency Year: The production year shall be based on a calendar year, or in the event that the Agreement terminates, that part of the calendar year prior to termination.
  - b. Persistency: Unless otherwise specifically noted, measurement is for a block of business written over a twelve-month period. This is the ratio of the business in force for which premiums were actually paid for a duration of 13, 25, or 37 months from date of issue-to the business in force for which all premiums were due for the same respective duration.
3. Compensation after Termination Due to Death
  - a. If the Agreement is terminated due to Your death, any remaining compensation owed under the Agreement will be paid to Your estate, or alternatively to Your named beneficiary listed on a form acceptable to Us.
4. Vested Renewals
  - a. As long as this Agreement remains in effect, all first year and renewal commissions shall be paid as premiums are received. Such payments are determined by the associated commission schedules in effect on the date the first premium for a contract is received by the Company. If this Agreement is terminated for any reason, all first year and renewal commissions shall be paid to You as they accrue; however, any such payments are subject to the Company's rules regarding commissions and the minimum compensation required to issue a check or electronic funds payment.
  - b. Commissions on increases of existing Universal Life policies shall be credited to You as determined by the Company.
5. Chargebacks
  - a. If any Contract lapses or is surrendered within 12 months of the issue date, or if there is a refund of any premiums, commissions will be charged back to You pursuant to the associated commissions schedules, and will be immediately repaid to the Company or, at the option of the Company, deducted from any compensation payable to You.
6. The amount, if any, and the time of payments of commissions on replacements, changes, exchanges, term renewals, premiums paid in advance, premium rate increases and other special cases are governed by the rules of the Company.
7. If any provisions in this Compensation Addendum are inconsistent with those of the Agreement, the Compensation Addendum provisions will control. Capitalized terms not defined in this Compensation Addendum have the meanings assigned to them in the Agreement. All terms and provisions of the Agreement not amended herein shall remain in full force and effect.

<sup>1</sup> The selling agreement You signed may be titled Selling Agreement, Sales Agreement, Broker Dealer Sales Agreement, Financial Services Organization Agreement, or other similar title.

8. IN WITNESS WHEREOF, the Parties hereto have each caused this Addendum to be executed by duly authorized individuals as of the latest date set forth below.

<b>AGENT/AGENCY</b> <b>(If entity, must be signed by authorized officer):</b>		<b>Columbus Life Insurance Company</b>
By:		By:
Printed Name:		Printed Name:
Title:		Title:
Date:		Date:



**Direct Deposit Authorization for Commissions – REQUIRED**

Producer Name: \_\_\_\_\_ Producer Number: \_\_\_\_\_

Name as it appears on bank account: \_\_\_\_\_

Social Security Number or Tax I.D. Number for tax reporting: \_\_\_\_\_

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

The payee must be licensed in all states in which business is solicited except IA, RI, TN, VT, & WI.

*Adding or changing direct deposit may take up to 10 days.*

<input type="checkbox"/> <b>Start or Change Direct Deposit</b>	<b>Effective Date:</b> _____		
<b>EFT Type: (check one):</b>	<input type="checkbox"/> <b>01 Checking</b>	<input type="checkbox"/> <b>02 Savings</b>	<input type="checkbox"/> <b>03 Credit Union</b>
<b>Account Number:</b> _____	<b>Routing Transit:</b> _____		
ATTACH VOIDED CHECK IF DEPOSITING TO A CHECKING ACCOUNT OR VERIFICATION FROM YOUR FINANCIAL INSTITUTION			

Please email direct deposit changes to [CLAgencyAcct@ColumbusLife.com](mailto:CLAgencyAcct@ColumbusLife.com). To establish a direct deposit for new producers, please keep this form with your contracting package and email to [CLcontracting@ColumbusLife.com](mailto:CLcontracting@ColumbusLife.com).

<input type="checkbox"/> <b>Stop Direct Deposit</b>	<b>Effective Date:</b> _____		
<b>EFT Type: (check one):</b>	<input type="checkbox"/> <b>01 Checking</b>	<input type="checkbox"/> <b>02 Savings</b>	<input type="checkbox"/> <b>03 Credit Union</b>
<b>Account Number:</b> _____	<b>Routing Transit:</b> _____		

I, as producer, warrant and represent that (i) the payee's account identified above is owned and/or controlled by me, (ii) I shall be personally responsible for any tax liability associated with the payment of commissions, and (iii) I shall comply with all laws and related regulations, including applicable insurance, banking, tax, Anti-Money Laundering (AML) laws and regulations.

I hereby authorize Columbus Life Insurance Company (hereinafter called the Company), to initiate the action(s) indicated above for credit entries representing compensation to be deposited into my account at \_\_\_\_\_ (hereinafter called the Depository). In consideration of initiating these deposits to my account, I specifically authorize the Company to initiate debit entries to recover funds which it has deposited to my account in error, and, on behalf of myself, my heirs, executors, administrators and assigns, I release and relieve from any liability to me, both the Company and the Depository for any such correcting entries. Columbus Life Ins. Co. will notify you prior to processing a debit transaction.

This authorization supersedes any previous authorization concerning the above account(s) and shall remain in full force and effect until the Company has given written or oral notification to me or has received written notification from me in such time and in such manner as to afford the Company a reasonable opportunity to act on it.

Signature of Payee  
(or Officer of Entity & Title) \_\_\_\_\_ Date: \_\_\_\_\_

Print Payee name \_\_\_\_\_



**BENEFICIARY DESIGNATION**

This form enables the Agent to designate a beneficiary to receive compensation due the Agent from Columbus Life Insurance Company ("Company") after the death of the Agent.

I designate as primary beneficiary(ies) and contingent beneficiary(ies) (if any) in the event of my death, the following:

**Primary Beneficiary Designation**

Full Name (Last, First, Middle Initial)	Social Security #	Address	Share %

Payment will be made in equal shares or all to the survivor unless otherwise indicated.

In the event said primary beneficiary(ies) predecease(s) me, I designate as contingent beneficiary(ies):

**Contingent Beneficiary Designation**

Full Name (Last, First, Middle Initial)	Social Security #	Address	Share %

Payment will be made in equal shares or all to the survivor unless otherwise indicated.

**Unless this form is completed and received by the Company at its Home Office prior to the Agent's death, compensation due the Agent under the Agreement shall be paid to the Agent's estate, executors, or administrators as determined by the Company in its sole discretion.**

**THIS DESIGNATION SUPERSEDE ANY PREVIOUS DESIGNATION**

\_\_\_\_\_  
Name of Agent (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Signature of Witness



# Columbus Life Insurance Company

A member of Western & Southern Financial Group

400 East Fourth Street  
Cincinnati, OH 45202-3302  
toll free 800.677.9696  
www.columbuslife.com

## Agency Incentive Bonus Frequency Election *(if earned)*

Our Agency Incentive Bonus allows you to choose your preferred frequency of payment. Bonuses will be paid automatically on your commission statement. Most bonuses are paid quarterly.

To elect another frequency of payment, please indicate your choice below: *There is no need to notify us if you wish to receive quarterly payments.*

- Weekly
- Monthly
- Annually

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Columbus Life Agency  
Producer Number**

Note: This election will remain in force until we hear from you again. Please call your Regional Vice President if you have any questions.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
				-			-			
<b>or</b>										
<b>Employer identification number</b>										
				-						

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

\*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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. commonwealths and 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.