



## APPOINTMENT INSTRUCTIONS

- **Licensing:** You must be licensed in a state before you can solicit business in that state.
- **AML Certification:** You must have completed 2010 AML training and be able to provide certification (except for LIMRA AML training which we will verify directly with LIMRA) in order to submit Permanent business with AXA Equitable.
- **Appointment:** If you are already appointed with MONY/MLOA or AXA Equitable but not for the current application state please confirm which state your agent requires an appointment to ensure business submitted is within state guidelines. Also, if not previously completed, a signed Independent Agent Sales Agreement.
- **New Appointment:** We strongly recommend that all first appointments with AXA Equitable or MONY/MLOA be submitted two weeks before the first application is taken, however, except for the jurisdiction mentioned above, you may submit the required appointment paperwork at the same time as the application. All appointment paperwork must be sent to and approved by your General Agency which will then send the paperwork to AXA Equitable.

• **Appointment Paperwork:** Please complete the following forms listed below if you are a new agent and are seeking an appointment for **life** business. It is important to note that Form B is **not** required **if** your General Agent has agreed with AXA to receive all commissions.

- Agent Profile: Form A  
Please note the agent's resident street address and signature **are required** in order to conduct a background check.
- Agent Profile: Form B
- Independent Agent Sales Agreement
- Proof of E&O which must consist of at least \$500,000 per occurrence and \$1 million aggregate. The Certificate must list the types of business/activities in which you will be engaged. (Example: Securities, Mutual, and/or Life).

• If you are a new agent to AXA Equitable and are seeking an appointment for **variable annuity** business, please contact your broker dealer or our L&C Department located in Secaucus, New Jersey for correct licensing and appointment instructions/documentation: AXA Equitable/500 Plaza Drive Secaucus, NJ 07094 Phone#: 800-789-7771

### • Appointment Fees:

- AXA Equitable requires the agent to provide a non-resident appointment fee if indicated by the state
- Checks are required to be made payable to AXA Equitable
- Non-resident fees are waived if an agent submits business within 30 days of his/her General Agency submitting the agent's licensing and contracting paperwork to AXA Equitable. Please note such requests should be indicated by the General Agency on a cover page included with the agent's paperwork to ensure the nonresident appointment is processed in a timely manner.

**The General Agency may attach scanned documents to an email, fax or mail an agent's documentation:**

**Group Email Address:** [LifeLicensing@axa-equitable.com](mailto:LifeLicensing@axa-equitable.com)

**Fax # 800-657-2911**

**Mailing Address:** AXA Equitable  
Attn: Licensing  
80 Scott Swamp Road  
Farmington, CT 06032

**Phone # 866-262-6669 Option # 3, Option # 2**



## BGA CHECK-LIST

BGA Code: \_\_\_\_\_

BGA Name: \_\_\_\_\_

**Has a New Business Application Been Submitted?**     Yes     No

Application Signed State: \_\_\_\_\_

Insured Name: \_\_\_\_\_

Product Type: \_\_\_\_\_

**Completed Agent Appointment Paperwork Form A**

- Resident address provided
- Signature provided
- A CRD number and FINRA exam information are provided for Registered Representatives {to comply with Anti-Money Laundering (AML) rules}
- Agent answered no to questions #1-7 or provided adequate information for all questions answered yes

**Completed Agent Appointment Paperwork Form B\***

- N/A - Skip to the next section if your agent will be paid directly **OR** the General Agency will receive all commissions directly from AXA
- Provided Legal Name of Corporation
- Provided Corporation Tax ID

**Completed AML Training**

- If certified by LIMRA, AXA will obtain AML certification
- Proof of AML Certification attached

**Completed, Signed & Returned All Four Pages of Independent Agent Sales Agreement**

**Proof of E&O**

**Appoint this agent in the following state(s):** \_\_\_\_\_

**Provided current sub-producer schedule (ONLY if required by BGA)**

**Direct Deposit Enrollment Form (Optional)**

**AGENT APPOINTMENT PAPERWORK**

 AXA Equitable Life Insurance Company  
 80 Scott Swamp Road  
 Attn: Licensing Department  
 Farmington, CT 06032  
 866-262-6669 Toll Free  
[LifeLicensing@axa-equitable.com](mailto:LifeLicensing@axa-equitable.com)  
 800-657-2911 Fax

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

**Form B of the Agent Appointment Paperwork is required if checks are made payable to a Sub-Producer Corporation, Wirehouse or Broker Dealer. Checks are payable to the:**

- General Agency     Agent     Other (Sub-Producer Corporation, Wirehouse, Broker Dealer)

**Please review and circle an answer for each question. If yes, please provide details.**

Are you licensed/registered with FINRA?    YES    NO    If yes, please provide CRD #: \_\_\_\_\_

Broker Dealer Affiliation: \_\_\_\_\_

Please circle your current registration(s) if applicable: 5 6 7 22 24 26 52 53 56 66 Other(s): \_\_\_\_\_

Have you ever held or currently hold, a MONY or AXA Equitable contract?    YES    NO    Termination Date: \_\_\_\_\_

If yes, please provide a producer number \_\_\_\_\_ and/or agency number \_\_\_\_\_

**Please review and circle an answer for each question. If yes, a written explanation from the agent is required. Please send a separate attachment with the Agent Appointment Paperwork. Failure to provide supporting evidence and/or an explanation will prolong your appointment process.**

- YES    NO    #1 Have you ever had your insurance license or securities registration suspended or revoked?
- YES    NO    #2 Are there any outstanding or pending judgments or liens filed against you?
- YES    NO    #3 Are you involved in any pending or current litigation, investigations or Errors and Omissions claims?
- YES    NO    #4 Have you had any Errors & Omissions claims in the past 3 years?
- YES    NO    #5 Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?
- YES    NO    #6 Within the past 10 years, have you ever had a complaint filed against you?
- YES    NO    #7 With the exception of routine traffic violations, have you ever been convicted of or plead guilty or nolo contendere (no contest) in court to a misdemeanor a felony?

**The agent's signature is required below in order for AXA Equitable/Distributors to obtain an identity, financial, criminal, and state insurance background verification from First Advantage Corporation. Any disputes regarding background check results need to be addressed to the following:**

 First Advantage Corporation  
 2600 Stanwell Drive/ Suite #100  
 Concord, CA 94250  
 Phone #1-800-232-0247

I hereby authorize AXA Equitable to obtain an investigative consumer report on me. I further authorize any employer, credit bureau, consumer reporting agency or any other custodian or financial, personal or professional information regarding me to release to AXA Equitable any and all data respecting my duties, personal and professional behavior, credit and financial information. A photocopy of this authorization shall be deemed as valid as the original and this authorization shall remain in full force and effect for a time period of two years from the date hereof. I acknowledge that I have read and understand the notices above.

- By checking this box, I agree to waive my right to receive a copy of any public record obtained pursuant to this section.**

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



**AGENT APPOINTMENT PAPERWORK**

AXA Equitable Life Insurance Company  
80 Scott Swamp Road  
Attn: Licensing Department  
Farmington, CT 06032  
866-262-6669 Toll Free  
[LifeLicensing@axa-equitable.com](mailto:LifeLicensing@axa-equitable.com)  
800-657-2911 Fax

Agent Appointment Paperwork Form B is required if commissions are made payable to a Sub-Producer Corporation or Broker Dealer/Wirehouse. Please note a tax id is also required in order for the entity to receive commissions.

Pay Commissions to the agent's:     Sub-Producer Corporation                       Broker Dealer/Wirehouse

Company Name: \_\_\_\_\_  
Company Tax ID: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

Selecting this box confirms the check will be mailed to a different address other than the company address listed above:

Commissionable Address: \_\_\_\_\_  
C/O: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Please provide the Company Name and Company code below, if your agent is affiliated with an existing Sub-Firm:

Sub-Firm Code: \_\_\_\_\_  
Sub-Firm Name: \_\_\_\_\_

## INDEPENDENT AGENT SALES AGREEMENT

I hereby request authorization, on a non-exclusive basis, to solicit applications for and service certain life insurance and annuity products (“Company Products”) of AXA Equitable Life Insurance Company, MONY Life Insurance Company of America or other insurance company affiliate or subsidiary of any of the foregoing (collectively, the “Companies”) through one or more brokerage general agents. Reference herein to the “BGA” shall mean the brokerage general agent through which I am selling any particular Company Product, and reference to the “Company” shall mean the insurance company issuing any particular Company Product. I understand that this is a condition of such authorization that I enter into this Independent Sales Agreement. Accordingly, I hereby agree, for the benefit of AXA Distributors, LLC and its affiliated insurance agencies (collectively, the “Distributor”), as follows:

1. **No Modification.** I have no authority to and will not alter, modify, waive or change any of the terms, rates, or conditions of any Company Product.
2. **Compliance with Laws Regulations, Codes of Conduct and Rules and Procedures.** I will solicit applications for and service Company Products in compliance with all applicable federal, state, and local laws and regulations, including without limitation insurance laws and regulations and such codes of conduct and other rules and procedures, including without limitation, rules and procedures regarding replacements, as may be issued by the BGA, the Distributor or the Companies. I will not solicit applications for Company Products unless I am properly licensed and, if required by law, appointed to the Company.
3. **Suitability.** I will not recommend any Company Product unless I have reasonable grounds, after inquiry, to believe it is suitable for the applicant.
4. **No Representations.** I will not make any statements concerning a Company Product which is contrary to or inconsistent with the terms and conditions thereof.
5. **Initial Premiums.** I will not accept any sums on behalf of a Company other than checks signed by the applicant in payment of the first premium payable to the Company, and I will not endorse checks payable to a Company or pay premiums out of my account.
6. **No Surrender or Exchange.** I will not encourage a prospective purchaser to surrender or exchange an insurance policy or contract issued by a Company in order to purchase a Company Product without the prior written consent of the Distributor. I understand that either no compensation or a reduced compensation will be paid in the event any policy issued by one of the Companies is replaced with a policy issued by the same Company or any other Company Product.
7. **No Life Settlements or Sales of Interests to Persons without an Insurable Interest.** I will not sell a Company Product to any person if I know or have reason to believe that such sale is being made, in whole or part, for the purpose of resale or to otherwise transfer any of the rights of ownership or benefits under the policy directly or indirectly to a third party. I will not endorse, promote, encourage or participate in the sale of Company Products with the intention or expectation of effecting life settlements or otherwise directly or indirectly creating or transferring any rights of ownership or benefits in whole or part to a person who is not related to the insured or does not have a pre-existing insurable interest under state law. I will promptly notify the Distributor of any sale or prospective sale of a Company Product if I discover, am notified, or have a reasonable basis to suspect that a Company Product is being purchased with the intention or expectation of resale or other direct or indirect transfer, in whole or in part, of any rights or benefits of the purchaser or any beneficiary thereunder. I acknowledge that the use of financing to purchase a Company Product may be a reasonable basis to suspect that a purchase is being made with the intention or expectation of resale or transfer.

8. **No Bank Sales.** I will not solicit applications for Company Products on or from the premises of a banking, savings, or similar institution (“Bank”) or utilize Bank contacts, referrals or lists of customer or employees to solicit applications for Company Products.

9. **Applications.** I will forward all completed applications, checks and supporting materials to the BGA promptly following receipt thereof. I understand that the Company may accept or reject any application in its sole discretion.

10. **Delivery of Policies and Contracts.** I will deliver policies and contracts issued by a Company to purchasers promptly following receipt thereof. I will not deliver a policy or contract (1) until all outstanding requirements have been satisfied and the initial premium has been paid or (2) if there has been a change in the health, medical history, avocation, occupation, or insurability of the proposed insured since the date of the original application.

11. **Approved Sales Materials.** I will not use or distribute any illustration, brochure, sales script, seminar or other types of presentation, advertising, direct mailing or any other sales materials relating to the Distributor, the Companies or the Company Products without the prior written approval of the BGA.

12. **Names and Trademarks.** I will not use the name of any Distributor or Company or any trademark, service mark, symbol or trade style of any Distributor or Company without the express written consent of such Distributor or Company, as the case may be.

13. **Professional Liability Insurance.** I will maintain, at all times during the term hereof, professional liability insurance in such form and amounts as the Distributor may require issued by an insurer having an A.M. Best’s rating of A VIII or better. I will promptly notify the BGA if my professional liability insurance is suspended or terminated.

14. **Books and Records.** I will make all books, accounts and records regarding the solicitation of applications for and servicing of Company Products available for inspection by representatives of the Distributor and the Companies at my office on reasonable demand during normal business hours.

15. **Investigations and Proceedings.** I will cooperate with the Distributor and the Companies in any judicial or regulatory investigation, proceeding or inquiry relating to the solicitation of applications for and/or servicing of Company Products and promptly advise the Distributor of any notice or communication I may receive in connection therewith. I will promptly forward to the Distributor and the Companies any Summons or Complaint served upon me which names any of them as a party to the litigation or which seeks production of Company documents.

16. **Complaints.** I will promptly forward to the Distributor a copy of each complaint received from a customer or a regulatory agency concerning the solicitation of applications for and/or servicing of Company Products. I will provide all information with respect to each such complaint as the Distributor may request and will cooperate with the Distributor and the Companies in resolving the same.

17. **Compensation.** I will look solely to the BGA for compensation in connection with the solicitation of applications for and servicing of Company Products and will not assert any claim for compensation or other sums against the Companies or the Distributor. I understand that the Distributor may pay compensation to me on the BGA’s behalf solely as an accommodation to the BGA and without any obligation to me. I will repay, on demand, any sums paid to me by the Distributor on the BGA’s behalf if the Distributor determines that the BGA is not entitled to such sums or determines that I am not entitled to such sums, if a policy or contract is rescinded or cancelled or modified, reversed or surrendered in whole or part, or if the Company refunds any premiums or contributions or pays out all or part of the contract or policy value. The Distributor may offset any amounts payable to me on the BGA’s behalf against any sums owed by me to the Distributor or the Companies, and any such offset shall constitute payment to me on the BGA’s behalf.

18. **Expenses.** As an independent contractor, I will pay all expenses incurred by me in soliciting applications for and servicing Company Products.

19. **Confidentiality.** I will keep confidential all information about the Distributor, the Companies and the Company Products, including without limitation, business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. I will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.

20. **Privacy.** I will not use any “nonpublic personal information” as defined in the Gramm-Leach-Bliley Act (the “GLB”) or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted therein. I will safeguard all nonpublic personal information in accordance with the GLB and other applicable privacy laws and regulations. I will promptly notify the Distributor if any nonpublic personal information is used or disclosed contrary to this Agreement and take reasonable steps to mitigate any adverse impact or other harm to the Companies, the Distributor and the affected individuals.

21. **Return of Information.** All information, whether in written or electronic form, about the Distributor, the Companies and the Company Products or developed by me from such information is property of the Distributor and/or the Companies, and I will promptly return it to the Distributor following the termination of my authority to solicit applications for and/or service Company Products.

22. **Indemnification.** I will indemnify, and hold the Companies and the Distributor harmless from and against any actual or threatened liabilities, losses, costs, claims and damages, including reasonable legal fees and expenses, arising out of or based upon my failure to perform any of the undertakings herein or arising out of or due to any negligence or misconduct on my part.

23. **Independent Contractor.** I will be an independent contractor with full freedom to determine the time, place and method of performance, and neither performance of the undertakings herein nor any related dealings with the BGA, the Companies or the Distributor will create a relationship of employee and employer between us.

24. **Appointment.** I understand that each Company may approve, reject or terminate any appointment at any time with or without cause. I have not been associated with AXA Network, LLC at any time during the preceding twelve (12) months.

25. **U.S. Patriot Act.** I will comply with all applicable provisions of the U.S. Patriot Act and other customer identification, anti-money laundering, anti-terrorism and similar laws and regulations (collectively, “AML”), and the Companies and the Distributor may rely on me to so comply. I will, on request, provide the Distributor with such certificates of compliance as the Distributor may reasonably request. I have completed all AML training which an insurance agent is required to complete as of the date hereof and will not hereafter solicit applications for Company Products unless I have previously completed all addition AML training which insurance agents are then required to complete. I will promptly notify the Distributor if I detect suspicious customer activity and cooperate with the Distributor and the Companies in testing the effectiveness of their AML programs, including testing of the requirements in this section.

26. **IMSA Principles.** I will follow the Principles of Ethical Market Conduct of the Insurance Marketing Standards Association (“IMSA Principles”) to (i) conduct business according to high standards of honesty and fairness and to render that service to my customers, (ii) provide competent and customer-focused sales and service, (iii) engage in active and fair competition, (iv) provide advertising and sales materials that are clear as to purpose and honest and fair as to content, (v) provide for fair and expeditious handling of customer complaints and disputes and (vi) maintain a system of supervision and monitoring that is reasonably designed to achieve compliance with IMSA Principles.

27. **Termination.** I understand that this Agreement may be terminated with or without cause by me or by the Distributor by giving written notice of termination. My undertakings hereunder will survive termination. Upon termination for cause, no further compensation shall be payable to me for or on behalf the BGA.

28. **Arbitration.** Any controversy, claim or dispute of any kind whatsoever between the parties arising out of or relating to this Agreement or any actual or alleged breach thereof shall be resolved by submitting such controversy, claim or dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Depositions of witnesses will not be permitted in preparation for the Arbitration hearing except for the purpose of the preservation of testimony to be submitted at the final hearing and except as permitted by the arbitrators upon a finding of extraordinary need. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. No party to this Agreement will seek to recover consequential, exemplary and/or punitive damages against the other party, except as may be recoverable as a claim for indemnification as elsewhere permitted herein. Notwithstanding the foregoing, any party to this Agreement may assert a crossclaim or a third party claim for indemnity or contribution against another party to this Agreement in any pending litigation filed by a third party. Upon motion of any party, the arbitrators may stay the arbitration to permit resolution of any factual or legal issues that are pending in litigation filed by a third party. It is the intent of this Agreement that all disputes shall be resolved in the most efficient and fair manner possible under the circumstances.

29. **General Provisions.** Failure to enforce any provision hereof does not constitute a waiver. No waiver shall be effective unless stipulated in writing and signed by the Distributor and no written waiver shall constitute a waiver of such provision in the future except as specifically provided therein. Any court decision, statute, rule or otherwise, invalidating any undertaking hereunder shall not affect any other undertakings hereunder. No writing shall be of any force or effect as against the Distributor unless signed on its behalf by a Vice President or such other officer as may be designated in writing by a Senior Vice President thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_





## Summary of Consumer Rights

### **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT**

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer-reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA 15 U.S.S. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

### **YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU.**

Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

### **YOU CAN FIND OUT WHAT IS IN YOUR FILE.**

At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify and (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

### **YOU CAN DISPUTE INACCURATE INFORMATION WITH THE CRA.**

If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.). The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

### **INACCURATE INFORMATION MUST BE CORRECTED OR DELETED.**

A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information.

**YOU CAN DISPUTE INACCURATE ITEMS WITH THE SOURCE OF THE INFORMATION.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error. **OUTDATED INFORMATION MAY NOT BE REPORTED.** In most cases, a CRA may not report negative information that is more than seven years old, ten years for bankruptcies.

**ACCESS TO YOUR FILE IS LIMITED.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business. **YOUR CONSENT IS REQUIRED FOR REPORTS THAT ARE PROVIDED TO EMPLOYERS, OR REPORTS THAT CONTAIN MEDICAL INFORMATION.** A CRA may not give out information about you to your employer or prospective employer without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**YOU MAY CHOOSE TO EXCLUDE YOUR NAME FROM CRA LISTS FOR UNSOLICITED CREDIT AND INSURANCE OFFERS.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely. **YOU MAY SEEK DAMAGES FROM VIOLATORS.** If a CRA, user or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

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

<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 second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.