



The Savings Bank Life Insurance Company of Massachusetts One Linscott Road, Woburn, MA 01801 1-888-224-7254 www.sbliagent.com

This form must accompany all contracts submitted to The Savings Bank Life Insurance Company of Massachusetts.

Please print or type all information **Section I – CONTRACT TYPE** ☐ Individual **Please check only one.** Contract is for: ☐ Individual "doing business as" ☐ Corporation ☐ Partnership ***Please attach appropriate license copy pertaining to first piece of new business submitted with licensing.*** Section II- INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION Social Security Number: Sex: ☐ Male ☐ Female Name: _____ Middle Initial Date of Birth: E-Mail Address: Business Phone: ______Fax Number: _____ Business Name: Business Address: __ Suite Number City State Zip Home Address: Apt. Number City Zip State Home Phone: Section III - POLICY MAILING PREFERENCE Policy/Annuity Mailing Preference _____Agency Address _____Policy Owner (Chosen field will be your "primary address" - If you opt to have policies mailed to your Agency please be sure to provide Business Address) **Section IV – COMMISSIONS** Make commissions payable to: If payable to a business entity, please do the following:

- 1. Complete "Corporate Applicants & Partnership-Required Data" Section V
- 2. Provide appropriate license copy pertaining to first piece of new business attached
- 3. Complete form W9

Producer Bio Form Revised 3/2008 form 08-79

Section V. CORPORATE APPLICANTS & PARTNERSHIP REQUIRED INFORMATION

(Individual applicants do not complete this part)

Tax ID	Number:
	Name:
	Fax:
Addres	55:
City: _	State:Zip:
Princip	oal for Corporate or Partnership Records: (Background information in next section should pertain to writing agent.)
Name	of Primary Contact:
E-mail	<u>. </u>
*	***Please attach appropriate license copy pertaining to first piece of new business submitted with licensing***
Secti	on VI- BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS
	lease provide complete details for any "yes" answers on a separate sheet. If this is a orporate application, the questions should be answered about the agency principal.
1.	Do you have any outstanding and/or unsatisfied judgments or liens or any charge-offs or any debit balances with any insurance company? \Box Yes \Box No
2.	Have you ever been declared bankrupt or insolvent either personally or in business or do you have a bankruptcy pending? \Box Yes \Box No
3.	Have you ever been charged with, convicted of, or plead no contest to any felony or misdemeanor, violation of any state insurance regulations or statutes, or violation of any federal and state securities or investment regulations? \Box Yes \Box No
4.	Have you ever been the subject of an insurance or investment related consumer initiated complaint? \Box Yes \Box No
5.	Have you ever had an insurance license denied, revoked, canceled or suspended by any state?
6.	\square Yes \square No Are you now the subject of any complaint, investigation or proceeding which could result in a "yes" answer to any of the above questions? \square Yes \square No

7. Has any securities or insurance brokerage firm or insurer with whom you have had a relationship ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? Yes No				
8. Are you connected in any way with a bank, savings & loan association, or other lending or financial institution? Yes No				
SECTION VII - EMPLOYMENT HISTORY (Last 5 Years)				
From to :				
Fromto:				
Fromto:				
From to :				
From to:				
Are you now or have you ever been contracted or otherwise associated with SBLI of Massachusetts? \Box Yes \Box No				
Do you have errors and omissions coverage? \Box Yes \Box No				
If you are a general agent, does your E&O policy cover agent/broker activity? \square Yes \square No				
E&O Carrier: Policy Number:				
Effective Date: Expiration Date:				
Total term life insurance premium written by you (or agency if corporate application) during the last 12 months: \$				
Active and inactive appointments with other insurance companies (if inactive please indicate why).				
Company Name:				
Contact Name: Contact Phone:				
Company Name:				
Contact Name: Contact Phone:				
For MA Producers Only: Please list any P&C Companies you are appointed with:				
Company Name:				
Contact Name: Contact Phone:				
Company Name:				
Contact Name: Contact Phone:				

Section VIII – ANTI-MONEY LAUNDERING TRAINING CERTIFICATION I herby certify that on the ______day of ______, 20____ the agent below has been trained under Anti-Money Laundering Regulations. Signature of Agent: Please print name: Course name and provider: **AUTHORIZATION AND DISCLOSURES** I hereby certify that all the information given to SBLI-MA by me is true and correct without omissions of any kind. I hereby authorize SBLI-MA to conduct a background investigation on me, including a review of creditworthiness, now or at any time. I understand that information may be obtained in writing, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. Although you are signing this authorization form for credit and/or background investigations, such inquiries may not be necessary. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to SBLI-MA's Privacy *Policy.* A photocopy of this authorization shall be as valid as the original. This will also serve as my authorization for SBLI of Massachusetts, GIS Inc., and/or any affiliates to procure one or more consumer reports with respect to establishing my eligibility for employment, appointment, reassignment, and/or retention as an employee, agent, and/or representative of SBLI-MA or one or more of its affiliates. I acknowledge and agree that this Biographical Information form does not constitute a contract. I acknowledge SBLI-MA's continuing legitimate business need for additional financial and personal background information. I also acknowledge and agree that approval of my appointment will, in part, be based upon the information provided herein, and that any representation made which is found to be inaccurate or incomplete shall be grounds for disapproval or termination of my appointment. I hereby certify under penalty of perjury that the information provided herein is accurate and complete.

Date: ______, 20_____

CONSUMER AUTHORIZATION

- I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of **SBLI of Massachusetts** may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with **SBLI of Massachusetts**'s consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with **SBLI of Massachusetts**, and give my full consent for this information to be obtained.
- II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws.
- III. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.
- IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.
- V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box □.
- VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.
- VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

•		To	oday's Date
Please print full name		Please print	Mother's Maiden name
The following information is required by law enforcement checking public records. It is confidential and will not be			cation purposes when
Month, Day and Year of Birth		Social Secu	rity Number
Home Address	 City	State	Zip
	 	Name as it app	ears on License
Driver's License Number and State			onviction and details of

FAIR CREDIT REPORTING ACT NOTICE:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the FCRA, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.

NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by (INSERT COMPANY NAME) by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

☐ I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

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 the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- 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 a 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, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit 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.ftc.gov/credit 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.ftc.gov/credit.
- 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 1-888-567-8688 (1-888-50PT OUT).
- 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.ftc.gov/credit.

Notice of Amendments to the Fair Credit Reporting Act

The Summary of Your Rights provided above does not reflect recent amendments contained in the Consumer Reporting Employment Clarification Act of 1998. Of importance to you are the following changes to the law:

- Conviction of a crime can be reported regardless of when the conviction 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 such 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 such consumer report wherein you give your consent to the consumer reporting agency over the telephone, computer, or similar means, you may be informed of such adverse action and the name, address and phone number of the consumer reporting agency, orally, in writing, or electronically. These amendments were retroactive to September 30, 1997.

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. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and	Federal Trade Commission: Consumer Response
others not listed below	Center – FCRA Washington, DC 20580
	1-877-382-4357
National banks, federal branches/agencies	Office of the Comptroller of the Currency
of foreign banks (word "National" or	Compliance Management, Mail Stop 6-6
initials "N.A." appear in or after bank's	Washington, DC 20219 800-613-6743
name)	
Federal Reserve System member banks	Federal Reserve Board
(except national banks, and federal	Division of Consumer & Community Affairs
branches/agencies of foreign banks)	Washington, DC 20551 202-452-3693
Savings associations and federally	Office of Thrift Supervision
chartered savings banks (word "Federal" or	Consumer Complaints
initials "F.S.B." appear in federal	Washington, DC 20552 800-842-6929
institution's name)	
Federal credit unions (words "Federal	National Credit Union Administration
Credit Union appear in institution's name)	1775 Duke Street
	Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members	Federal Deposit Insurance Corporation
of the Federal Reserve System	Consumer Response Center, 2345 Grand Avenue,
	Suite 100
	Kansas City, Missouri 64108-2638
	877-275-3342
Air, surface, or rail common carriers	Department of Transportation, Office of Financial
regulated by former Civil Aeronautics	Management
Board or Interstate Commerce Commission	Washington, DC 20590 202-366-1306
Activities subject to the Packers and	Department of Agriculture
Stockyards Act, 1921	Office of Deputy Administrator – GIPSA
	Washington, DC 20250 202-720-7051

SAVINGS BANK LIFE INSURANCE PRODUCERS AGREEMENT General Agency

<u>SECTION ONE</u> PARTIES, APPOINTMENT AND RELATIONSHIP

The Parties to this Agreement are:

The Turbles to this Taglection we.					
The Savings Bank Life Insurance Company of Massachusetts, a corporation duly established in the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, Massachusetts, 01801, and					
of					
hereinafter called Proc	lucer, you or your and				
of		also called Ge	neral Agent.		
The Producer is a:	Corporation \square	Partnership	Individual □.		
forward applications to upon the terms and con	o us for approval or reject inditions of this Agreemen	ion and to collect only the	life insurance and annuities for initial payment due on such apauthority conferred upon you be them.	plication	
Your relationship shall be that of Independent Contractor only and nothing herein shall be construed to create the relationship of employer and employee between us. In the performance of any and all of the obligations hereunder, you shall be acting as a producer and not as an employee, partner or associate of ours, and you shall not hold yourself out in any capacity other than as a producer authorized to solicit and submit applications to us.					

<u>SECTION TWO</u> AUTHORIZATION, DUTIES AND LIMITATIONS OF AUTHORITY

- A. <u>Authorization</u>: The Company hereby authorizes you to solicit and submit applications for insurance, and to collect initial premiums.
- B. <u>Duties of the Producer</u>

The Producer shall:

- 1. Solicit and transmit applications for policies to be issued by the Company;
- 2. Render services to policyholders and beneficiaries of policies as required by the Company;
- 3. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by you as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. You may not offset compensation or other amounts owed to you against any premiums held in trust for the benefit of the Company;
- 4. Promptly forward to the Company all information which comes into your possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
- 5. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;

- 6. Allow the Company, its representatives and accountants to conduct at any time, with prior notice, whatever audit of your books and records the Company deems necessary with respect to the business transacted by you under this Agreement;
- 7. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
- 8. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct yourself so as not to affect adversely the business or reputation of the Company;
- 9. Comply with all rules, procedures and regulations of the Company;
- 10. Obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.
- 11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
- 12. Exert your best efforts to keep all insurance produced by you in full force and effect;
- 13. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
- 14. Comply with all applicable state and federal statutes, rules and regulations, including but not limited to insurance, privacy, unfair trade practices, rebating, money laundering and fraud.
- C. <u>Limitation of the Producer's Authority</u>: You have no authority to, nor shall you represent yourself as having such authority to, nor shall you do any of the following:
- 1. Hold yourself out as an employee, partner, joint venturer or associate of the Company;
- 2. Hold yourself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
- 3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
- 4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions:
- 5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
- 6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
- 7. Incur any debts or liability for or against the Company.
- D. <u>Territory</u>: The producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

- E. The Company's Right to Reject Applications and Cancel or Rescind Policies: The Company reserves the right, in its sole discretion and without liability to you, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.
- F. Assignability: The duties and liabilities of this Agreement are not assignable. Only the licensed Producer of this Agreement is authorized to act on behalf of the Company.

SECTION THREE RESTRICTIONS AND CONFIDENTIALITY

- A. Customer List: You hereby acknowledge that the list of the names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through you shall be the joint property of the Company and you.
- B. Confidentiality: Except as authorized under this Agreement or by the Company, you will not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list of SBLI policyholders or any proprietary information as hereinafter defined, either during the term of this agreement or at anytime after its termination.
- C. <u>Proprietary Information</u>: All the information and materials provided by the Company to you remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. You shall not disclose any such information or materials or use them except as may be required to carry out your obligations hereunder. All underwriting records, claim records, applications, claim forms, and correspondence relative to the insurance provided under the Policy are the property of the Company. You shall protect the confidentiality of all such documents and records. Any such material in your possession shall be promptly delivered to the Company on request.
- D. Replacement: You agree to refrain form taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.
- E. Corporate Responsibility: The Producer shall be liable for any violation of this agreement, the responsibility for which will not be limited to the individual officers or employees of the Agency, if any. No officer or employee of the Agency shall perform any act on behalf of the Company until he or she is duly licensed and has executed an individual producers agreement with the Company
- F. Litigation: The Producer shall not initiate litigation in any dispute between itself and the General Agent or any applicant or policyholder of the Company without prior written notification of the Company.
 - The Producer acknowledges that injunctive relief to restrain any threatened or further violation of this agreement is appropriate and necessary since there may be no adequate remedy at law to protect the Company's unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for SBLI coverage and has failed to remit the same to the Company.
- G. Applicable Law and Venue: This Agreement is signed by the Company at its headquarters in Woburn, Massachusetts, and shall be subject to and governed by and construed in accordance with Massachusetts law, without giving effect to the principles of conflict of laws. You acknowledge that this Agreement has a substantial legal nexus to Massachusetts and you agree that any disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of federal jurisdiction, which is hereby expressly waived) in the

- courts of Middlesex County, Massachusetts, and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit disputes, to the effectiveness of the service of process, summons, notice or document by registered U.S. mail, return receipt requested, addressed to your last known address.
- H. <u>Errors and Omissions Coverage</u>: Producer agrees to obtain Errors and Omissions coverage in accordance with the rules of the Company now in force and as may hereafter be adopted.
- I. <u>Indemnity</u>: Producer shall at all times indemnify and save harmless the Company and its officers, agents and employees of and from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability, of any character, type or description, arising out of or occasioned by or arising out of your conduct or that any of your officers, employees or sub-producers, if any, or arising out of any errors or omissions committed by your or any of them.

SECTION FOUR COMPENSATION

- A. <u>Commission</u>: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. <u>Forfeiture</u>: If at any time you engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
- 1. withhold or misappropriate any money or other property belonging to the Company;
- 2. subject the Company to liability due to your misfeasance or malfeasance;
- 3. commit an act of fraud or embezzlement;
- 4. fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
- 5. fail to conform to the rules and regulations of the Company;
- 6. engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
- 7. without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
- 8. fail to pay any indebtedness to the Company on demand;
- 9. systematically replace the Company's policies with other companies' policies.
- C. <u>Refunds</u>: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.
- D. <u>Debts</u>: If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:
- 1. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;

- 2. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- 3. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- 4. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- 5. any amounts payable or that become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- 6. because your commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement).

SECTION FIVE TERMINATION

- A. <u>Voluntary Termination</u>: This Agreement may be terminated by either party with or without cause, by mailing a notice of termination to the Party's last known address. The termination will be effective 15 days from the date of the mailing or upon receipt, whichever is earlier.
- B. <u>Automatic Termination</u>: This Agreement terminates automatically:
- 1. Upon your death or total disability:
- 2. Upon the revocation, or suspension or your Agent's or Broker's, or Producer's license;
- 3. Upon the dissolution of the Company or the disqualification of the Company to do business under applicable laws:
- C. <u>Records Upon Termination</u>: All supplies and forms kept in accordance with this Agreement, shall be turned over to the Company immediately upon receipt of notice of termination of this Agreement. The Producer is prohibited from photocopying or appropriating for his use the information contained therein.

<u>SECTION SIX</u> GENERAL PROVISIONS

- A. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings of the parties.
- B. <u>Amendments</u>: This Agreement may be amended only by a written instrument, executed by the President or a Vice President of the Company, which expresses by its terms an intention to modify this Agreement.

- C. <u>Waiver</u>: No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.
- D. <u>Number and Gender</u>: Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- E. <u>Governing Law</u>: This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts.
- F. <u>Survival</u>: The termination of this agreement will not terminate the rights and responsibilities hereunder which can reasonably be construed to survive beyond contract termination, including but not limited to the provisions contained in sections 3 and 4 hereunder.
- G. <u>Assignment</u>: The rights and responsibilities hereunder may not be assigned, delegated or assumed without the specific written assent of the parties.
- H. <u>Severability</u>: If any term or provision of this contract shall be found to be void or unenforceable, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.
- I. <u>Effective Date</u>: This Agreement shall become effective on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Supplemental Agreement has been signed by the parties.

THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS (Company)

:	Date:
:	Date:
: Individual Producer Signature	Printed Name:
te:	Address:
Name of Corporate Producer	
Producer Signature / Title	Date:
	Address:



The Savings Bank Life Insurance Company of Massachusetts P.O. Box 4048, Woburn, MA 01888 Telephone: (888) 224-7254 www.sbliagent.com

Request for Direct Deposit of Commissions

Complete and return this form to:

Signature of 2_{nd} Depositor:_____

E-mail: Records@SBLI.com

Fax: (781) 935-6174

Mail: SBLI

P.O. Box 4048 Woburn, MA 01888

Be sure to include a voided check

Date:____

	John Doe 123 Main Street Any Town, State 00000	Date
>	Pay to the Order of	\$
	Bank Name B	
	For	
	C 213424214 1234321421 D	

A – Account Owner Name B – Financial Institution C – Bank Routing Number D – Account Number



SBLI's Replacement Policy

SBLI does not encourage Producers replacing life insurance policies or annuity contracts as a marketing practice. All producers are responsible for knowing and are expected to comply with SBLI's replacement policies and guidelines in addition to any state regulations regarding replacement.

A replacement occurs when a customer cancels or lapses all or part of an existing life insurance or annuity contract in favor of a new one. When a customer uses or intends to use funds obtained by the withdrawal, surrender, or borrowing of values from an existing life insurance policy to pay all or part of a premium due on a new policy, it is a Financed Purchase Transaction and is treated as a replacement.

When a transaction meets this definition, the replacement question on the Application should be answered yes, the Producer Replacement Check List and Transmittal Form should be completed and the producer should be in compliance with all replacement requirements. An applicant should receive all information necessary to make a decision in his or her best interest, including complying with state requirements and reading the notice regarding replacement. These new procedures apply when any applicant has an existing life insurance policy or annuity contract, whether or not they answer yes to the replacement question.

All individualized sales materials, including illustrations or disclosure documents used in the transaction, as well as the applicable replacement form must be submitted to SBLI's home office with the application.

There are situations where there can be a "Good Replacement". A "Good Replacement" should have the following characteristics:

- It benefits the client in the short *and* long term with no adverse effect.
- The new policy is less expensive.
- No features or benefits are lost, such as lower death benefits, surrender charges, cash values or higher guaranteed interest rates.
- No loss of favorable tax benefits occurs.
- No loss of benefits provided by rider, such as guaranteed insurability or waiver of premium occurs.
- New contestability and suicide clauses are explained and are not of significance to the applicant.
- For internal replacements including surrender and exchanges, the insured should be informed that the new policy will be credited with the time that has elapsed, under the old policy, relative to the suicide and incontestability period. This rule only applies up to the face amount of the old policy.

Compensation for internal replacements/surrender and exchanges will be adjusted according to company guidelines.

have read the above policy and will comply with all requirements.				
Producer's Signature	Printed Name	Date		

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)						
n page	Business name, if different from above					
Print or type Specific Instructions on				Exempt payee		
Print c Inst	Address (number, street, and apt. or suite no.)	Requester's	name and a	address (optional)		
Specifi	City, state, and ZIP code					
See						
Par	Taxpayer Identification Number (TIN)					
backu alien,	your TIN in the appropriate box. The TIN provided must match the name given on up withholding. For individuals, this is your social security number (SSN). However, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For oth employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	for a resident ner entities, it is	Social secu	or		
	. If the account is in more than one name, see the chart on page 4 for guidelines or per to enter.	n whose	Employer ic	dentification number		
Par	t II Certification					
Unde	r penalties of perjury, I certify that:					
1. Th	he number shown on this form is my correct taxpayer identification number (or I am	waiting for a num	ber to be is	sued to me), and		
2. la	am not subject to backup withholding because: (a) I am exempt from backup withho	olding, or (b) I have	e not been	notified by the Internal		

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Signature of U.S. person ▶ Date ▶	provide your correct TIN. See the instructions on page 4.			
	Sign Here		Date ▶	

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Form W-9 (Rev. 10-2007) Page **2**

• 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.

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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 ¹	Generally, exempt payees 1 through 7

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

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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.

Form W-9 (Rev. 10-2007) Page **4**

- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee 1
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5.	Sole proprietorship or disregarded entity owned by an individual	The owner ³
	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 ⁴
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

¹List 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.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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*. 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* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons 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.

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

³You 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.

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