

Central United Life Insurance Company  
Investors Consolidated Insurance Company  
The Manhattan Life Insurance Company  
Family Life Insurance Company

## Contracting Forms in this Package

### **Associate Contracting Instructions and Checklist:**

(Original signatures are required on all forms to complete the contracting process.)

1. **Agent Agreement** - Central United Life, Investors Consolidated and Family Life  
**Broker/Agent Agreement** - Manhattan Life

**Representative Agreement** - Central United Life, Investors Consolidated and Family Life

Complete the agency contract for each company you will be representing.

2. **Confidential Licensing Information**

Provide all personal information . . . please explain any special situations in the comment section or attach a letter of explanation.

3. **Commission schedule**

Be sure to enter your name, sign and date the commission schedules and include with your agency contract. Please note separate commission schedules are required for each company you will be representing.

4. **Appointment Fees**

The appointment fee (excluding Arkansas and South Carolina) for each state in which you will solicit business must be received before the contracting process can be completed.

5. **Direct Deposit Program**

Commissions (and advances) can be deposited into the account you designate with no waiting for the mail to deliver checks.

6. **Assignment Of Commission**

You may assign commissions by completing the Assignment of Commission form. A W-9 must be completed by the recipient of commissions.

7. **Contracting Corporations or Partnerships**

If you are being contracted as a corporation or partnership with commissions paid to the corporation or partnership, the name of the corporation or partnership must be on the front and back of the agent contract. An officer of the corporation with signatory authority must sign the back as the agent. A witness signature is also required. You also need to complete a Representative Agreement with your name as the representative. It is also necessary for you to complete a Confidential Licensing Information form for the corporation.

8. **Mail to:**

Marketing Department  
Manhattan Insurance Group  
10700 Northwest Freeway  
Houston, Texas 77092  
888-441-0770

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

10700 Northwest Freeway, Houston, Texas 77092  
PHONE: 888-441-0770 WEB: www.manhattanlife.com

**CONFIDENTIAL LICENSING INFORMATION**

Name of Applicant \_\_\_\_\_  INDIVIDUAL  CORPORATION

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

Name of Spouse \_\_\_\_\_

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

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

Additional Residence Address(es) during last five years \_\_\_\_\_

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

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

Send Correspondence to:  Residence  Business E-Mail \_\_\_\_\_

Resident State Ins. License No. \_\_\_\_\_ (Attach Copy) Driver's License No. \_\_\_\_\_ (Attach Copy)

Attach a copy of your E & O policy certificate (required before any contracting can be processed, except for Family Life).

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read, understand and accept this agreement

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

**CENTRAL UNITED LIFE INSURANCE COMPANY  
INVESTORS CONSOLIDATED INSURANCE COMPANY**

10700 Northwest Freeway, Houston, Texas 77092

**AGENT AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ is between: \_\_\_\_\_  
(hereinafter referred to as "Agent"), and Central United Life Insurance Company and Investors Consolidated Insurance Company, (hereinafter referred to as the "Company").

**1. APPOINTMENT**

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

**2. APPOINTMENT OF OTHER AGENTS**

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

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

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

**3. COMPENSATION**

The Company will pay the Agent first year and renewal compensation on original premiums paid on policies written and delivered by the Agent and accepted by the Company at the rates and for the periods and terms set forth in the attached Agent's Commission Schedule, subject to the conditions set forth herein. The Company will also pay the Agent first year and renewal compensation on original premiums paid on policies written and delivered by any appointed or assigned Other Agents as set forth in the attached Agent's Commission Schedule, less the commission earned by the Other Agent whose commission rate shall be on file with the Company.

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

**4. ERRORS & OMISSIONS INSURANCE**

The Agent agrees to maintain a minimum of \$1,000,000 in professional liability (Errors & Omissions) insurance coverage respecting the conduct of the Agent's business under the Agreement and to annually, and/or upon request, furnish proof of such coverage to the Company.

**5. GENERAL PROVISIONS**

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

- A. It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgment as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Other Agents. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.

- B. The Agent shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.
- C. The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.
- D. Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.
- E. The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.

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

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

No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.

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

## 6. PROHIBITED ACTS

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

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

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

## 7. TERMINATION

- A. The Company shall have the right to immediately terminate this Agreement if the Agent, either directly or indirectly, by himself or as the agent of another engages in any of the following:
  1. Engages in any of the **Prohibited Acts** described in Section 6; or
  2. Wrongfully withholds any funds, policies, premium receipts or other property of the Company or an applicant for insurance; or
  3. Violates the insurance laws or regulations of any state in which the Agent solicits applications.

- B. This Agreement shall automatically terminate upon the death of the Agent if the Agent is an individual, the dissolution of the partnership if the Agent is a partnership, or the dissolution of a corporation, if the Agent is a corporation.
- C. Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall remain the property of the Company.
- D. This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

**8. COMMISSIONS AFTER TERMINATION**

- A. If this Agreement is terminated under Section 6 or 7A, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company. No additional first year or renewal commissions will be paid to Agent.
- B. Except as set forth in Sections 6 and 7A, if this Agreement is terminated, the Agent shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:
  - On business written by the Agent and his or her appointed or assigned Other Agents, the commission will be paid as provided in the Commission Schedule attached hereto.
  - On business written by the Agent and his or her appointed or assigned Other Agents prior to the date of this Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.
  - After termination, the commission shall be payable only so long as the total compensation payable exceeds \$600.00 for the calendar year. If the total compensation payable hereunder is less than \$600 for the calendar year, the Agent shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.
  - In case of the Agent's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse so long as the total compensation payable exceeds \$600.00 on a calendar year basis.

**9. PRIOR AGREEMENTS**

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

Executed by the Company and the Agent to be effective on the date:

\_\_\_\_\_  
Agent (Print or Type)

\_\_\_\_\_  
Agent (Signature)

By: \_\_\_\_\_  
Officer of Central United Life Insurance Company/Investors Consolidated Insurance Company

**GUARANTEE TO BE EXECUTED IF AGENT IS A CORPORATION**

The undersigned do hereby severally, individually and jointly guarantee to CENTRAL UNITED LIFE/INVESTORS CONSOLIDATED Insurance Company the full and faithful performance and discharge of all duties, responsibilities, conditions, obligations, liabilities and indebtedness of \_\_\_\_\_ under its Agent Agreement with CENTRAL UNITED LIFE/INVESTORS CONSOLIDATED Insurance Company, and waive notice of any breach in the performance thereof on the part of said Agent.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agent (Officer or Principal)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agent

# BROKER AGREEMENT



Broker: \_\_\_\_\_ representing The Manhattan Life Insurance Company (Manhattan)

1. Authority and Duties: You are authorized to solicit applications for Manhattan policies, deliver policies, collect first premiums, and service the business. You are NOT authorized to receive any money on behalf of Manhattan other than first premiums, modify or waive any provision of any policy, rider, or application, deliver any policies unless the first premium has been paid and the applicant is in good health except for groups and individuals within a group when the initial premium is paid from a group list bill, bind Manhattan to insure other than as stated in the Manhattan conditional receipt or temporary insurance agreement. Your duties are to keep proper records to abide by all rules and regulations of Manhattan, your state insurance department and all other state's insurance departments where you are licensed, and other government entities, maintain adequate professional liability (Errors & Omissions) insurance coverage and to annually furnish proof of such coverage to Manhattan, promptly send Manhattan all money received on Manhattan's behalf, maintain insurance licenses required by law to perform the duties under this agreement, and to promptly send Manhattan by certified mail any legal document served for actions brought against Manhattan.

2. Compensation: While this agreement is in force you will be paid the first year and renewal year commissions on original premium accepted for policies written by you. Commission statements are provided at the time of commission payments. You agree to examine each statement and to notify Manhattan in writing of any difference between any statement and your records. Failure to notify Manhattan within one year of any such difference shall be an admission of the correctness of the statement and shall constitute your acceptance of the statement. The attached commission schedule shows the rates and rules of payments. It is understood that Manhattan may change these schedules by giving written notice of the change. Commissions on replacements, changes, conversions, exchanges, premiums paid in advance and other special cases will be governed by Manhattan rules and regulations contained in Manhattan published materials. Commissions will not be allowed on any lapsed policy that is reinstated unless the reinstatement application is secured through your efforts while this agreement is in effect.

3. Assignment of Compensation: You will not assign, sell, or pledge any compensation payable under this agreement without the written consent of Manhattan. Manhattan assumes no responsibility as to the validity or effect of any assignment.

4. Compensation After Termination: If this agreement is terminated because you have violated any of the terms of this agreement or have committed or attempted to commit any illegal, fraudulent, or dishonest act, Manhattan will discontinue paying any commissions or other compensation to you. In the event of your death, commissions which would have been payable to you will be paid to your surviving spouse or to your estate if there is no surviving spouse.

5. Supplies: All Manhattan supplies will remain the property of Manhattan and must be returned to Manhattan on demand.

6. Audit: Your records, books of account, and documents pertaining to Manhattan business may be audited by Manhattan at a mutually acceptable time and location. You agree to protect the confidentiality of such records and the information in them.

7. Relationship and Expenses: You are an independent contractor and nothing in this agreement is intended or shall be interpreted to mean you and Manhattan are partners or that an employer-employee relationship exists. Manhattan exercises no direction or control over your time or activities or of your employees or associates. Manhattan and any general agent associated with Manhattan are not responsible for any of your expenses.

8. Advertising: You must not use any advertising containing Manhattan's name or describing its policies or use the company's name in any other way without Manhattan giving prior written consent.

9. Right to Offset Indebtedness: Manhattan may withhold any future commissions otherwise payable to you to offset any reversed commissions owed by you and all debts and liabilities due Manhattan by you. In the event Manhattan is required to pursue collection processes in order to collect any indebtedness, you agree to be liable for any and all expenses.

10. Amendment: Any amendments made by Manhattan to this agreement must be in writing and sent to you at your last known address as shown in Manhattan records.

11. Waiver: If Manhattan does not require strict compliance with any of the terms of this agreement, it should not be construed as a waiver of any of its terms of Manhattan's right to consequently enforce all of its terms.

12. Termination: This agreement may be terminated by either party giving thirty days written notice to the other. This agreement ends without further compensation of any kind if you do not comply with its terms, lose your license required by law to sell Manhattan policies, commit any fraud, violate any law or regulation governing the sale of Manhattan policies, induce or attempt to induce any Manhattan insured to cancel, lapse or fail to renew a policy, or when your annual compensation after any calendar year from the date of this contract is less than \$600 per calendar year.

The laws of the state of Texas shall govern this agreement. In the event of any litigation between you and Manhattan arising out of the terms of this agreement, venue shall be in the appropriate court in Harris County, Texas. This agreement supersedes all previous contracts and agreements among the parties but will not affect the obligation of any party under any previously existing contract or agreement.

Broker: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Please Print

General Agent: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Please Print

By the Manhattan Life Insurance Company: \_\_\_\_\_ Effective: \_\_\_\_\_

This Agreement is made between Family Life Insurance Company of Houston, Texas ("Company"), and \_\_\_\_\_, Servicing Agent ("Agent"), and shall be effective \_\_\_\_\_ 20\_\_\_\_ (the Agreement).

## 1. APPOINTMENT

- 1.1 **APPOINTMENT:** The Agent is hereby appointed for the purpose of selling the Company's insurance. This appointment is subject to the Agent's obtaining and retaining all licenses required by the laws of each state in which the Agent seeks to sell insurance. The Agent will be assigned a manager who will make available sales assistance and training and who will coordinate the Agent's activities with the Company and with other agents.
- 1.2 **AGENT IS NOT AN EMPLOYEE:** The Agent is self-employed in the business of selling insurance to the public. In the performance of all duties under this Agreement, the relationship of the Agent to the Company is that of an independent contractor and none other. The Agent is not, and shall not be deemed to be, an employee of the Company for any purpose. The Agent shall furnish his or her own transportation, office space, telephone, equipment, and supplies.

The Agent shall be responsible for payment of all business and employment taxes and fees and all expenses incurred under this Agreement. The Agent shall exercise his or her own discretion as to the time, manner, and means of his or her production.

If training, sales aids, or similar services are made available to the Agent, they shall only be for the purpose of assisting the Agent in complying with state laws and regulations.

## 2. AGENT'S OBLIGATIONS

- 2.1 **ADVERTISING:** The agent shall not publish any advertisement or information mentioning the Company or its insurance without the prior authorization of the Company.
- 2.2 **APPLICATIONS AND PREMIUMS:** The Agent shall promptly forward to the Company:
- (a) All applications for insurance obtained by the Agent; and
  - (b) The full amount of any premium or premium deposit received by the Agent.
- 2.3 **SIGNATURES:**
- (a) The Agent shall either:
    - (1) Personally witness all signatures on any application, amendment or other document affecting the rights of an applicant or insured; or
    - (2) Attach thereto a written statement explaining why the signature on any such document was not personally witnessed by the agent.
  - (b) The Agent shall not falsify, or aid or abet the falsifications of, any signature on any such document.
- 2.4 **LEAD INFORMATION:**
- (a) Wherever used in this Agreement, "lead information" means any and all information whatsoever about any customer of a financial institution client of the Company that is furnished to the Agent by the Company, including lead cards and any information thereon or derived therefrom.
  - (b) The Agent acknowledges that:
    - (1) Lead information is furnished in consideration of the Agent's fiduciary relationship to the Company and the Agent's obligations herein;
    - (2) Lead information is a legally protected trade secret of the Company and is the property of the Company and its financial institution clients and is not the property of the Agent; and
    - (3) Lead information is furnished for the sole purpose of selling the Company's insurance, and any other use is a breach of the Agent's fiduciary duty to the Company.
  - (c) The Agent shall maintain strict confidentiality of all lead information and shall not disclose such information to any other person or entity.
  - (d) The Agent shall not use, or permit any other person to use, any lead information for any purpose other than to sell the Company's insurance.

- (e) The Agent is authorized to use lead information to solicit business for the Company and its affiliates, Manhattan Life Insurance Company, Central United Life Insurance Company and Investors Consolidated Insurance Company.

If the Agent uses the lead to solicit or attempt to solicit business for any other company, the Agent will be fined in an amount to be set by the Company and will be subject to immediate termination for cause and surrender of renewal commission.

2.5 REPLACEMENT: If any lead information about any person insured by the Company was furnished to the Agent by the Company, such person is, and shall remain, the client of the Company and not of the Agent. The Agent shall not solicit, or aid or abet the solicitation of any such person for the purpose of persuading or attempting to persuade such person to terminate his or her insurance with the Company or to replace it with the insurance of another company.

2.6 FINANCIAL INSTITUTIONS:

- (a) The Agent shall not:
  - (1) Induce or attempt to induce any financial institution client of the Company to discontinue cooperating with the Company in the sale of insurance or the remittance of premiums;
  - (2) Commit any act that injures the relationship between any such financial institution and its customers;
  - (3) Commit any act that injures the relationship between the Company and any such financial institution;
  - (4) Misrepresentation his or her relationship with any such financial institution; or
  - (5) Aid or abet others in doing any act in this Subsection 2.6
- (b) This Subsection 2.6 is limited to financial institution clients of the Company that are the source of any lead information furnished to the Agent at any time while this Agreement is in force.

2.7 OTHER AGENTS: At any time an Agent is appointed by Company and for 5 years following termination of appointment, Agent shall not induce or attempt to induce any agent or other representative of the Company to discontinue representing the Company, nor shall the Agent aid or abet others to do so. This Subsection 2.7 is limited to a period of five years after termination date of the Agreement.

2.8 SALES MATERIALS: The Agent acknowledges that all lead information, lead cards, printed forms, advertisements, rate books, manuals, and other sales materials furnished to the Agent by the Company are the property of the Company. The Agent shall return all such materials to his or her manager or the Company on demand or on termination of this Agreement and shall not make or retain a copy thereof.

2.9 COMPLIANCE: The Agent shall comply with:

- (a) All federal, state and local laws and regulations that apply to the Agent's activities under this Agreement; and
- (b) All underwriting rules and other policies established by the Company from time to time.

2.10 CONTINUING OBLIGATIONS AFTER TERMINATION: Subsections 2.4, 2.5, 2.6, 2.7, and 2.8 shall continue in full force for five years after termination of the Agreement.

2.11 REMEDIES: It is recognized and agreed that breach of certain provisions of this Agreement by the Agent will result in irreparable harm to the Company of a nature such that money damages may not fully compensate the Company for such harm. Therefore, in addition to any other remedy the Company may have as a result of a breach of this Agreement by the Agent, it is expressly agreed that:

- (a) The Company shall be entitled to injunctive relief in the event the Agent breaches, or threatens or states an intention to breach, any of Subsections 2.4, 2.5, 2.6, 2.7 or 2.8 of this Agreement, and
- (b) The Company shall be entitled to liquidated damages in the event the Agent breaches Subsections 2.5 and 2.6, which damages shall be equal to a percentage of the annual premium for any policy replaced, as computed from the table below. It is agreed that such liquidated damages, which include the recovery of unamortized policy acquisition costs and the present value of lost future profits, are a fair and reasonable estimate of the Company's losses resulting from such a breach.

Years in Force	Percentage of Annual Premium
3 years of less.....	150%
Over 3 years.....	140%
Over 4 years.....	120%
Over 5 years.....	100%
Over 6 years.....	80%
Over 7 years.....	60%
Over 8 years.....	40%
Over 9 years.....	30%

2.12 ATTORNEY FEES AND COSTS: The Agent agrees to pay attorney's fees and court costs incurred by the Company if the Company prevails in any suit filed to enforce the Company's rights under this Agreement.

### 3. AGENT'S COMPENSATION

#### 3.1 COMMISSIONS AND OVERRIDES:

- (a) Unless the Agent breaches any of Subsections 2.1 through 2.10, the Company shall pay to the Agent first-year and renewal commissions and overrides on original premiums accepted by the Company at its Home Office for issued policies, but only on policies the applications for which (i) are received by the Company while this Agreement is in force and (ii) bear the Agent's signature as the writing agent. The Company shall pay renewal commissions and overrides on such premiums only prior to termination of this Agreement, except as provided in Subsection 3.6.
- (b) Commissions and overrides shall be computed according to the Commission and Override Schedule attached. The Company reserves the right to change the Commission and Override Schedule at any time by written notice to the Agent. Such change will not affect commissions and overrides on policies applied for before the effective date of the change.
- (c) Commissions and overrides will be paid in the month following the Company's acceptance of the premium. Commissions and overrides under this Subsection 3.1 shall be full compensation to the Agent for all services performed under this Agreement.

#### 3.2 EXCEPTIONS:

- (a) If a service call must be made on an applicant before a policy is issued and accepted by the applicant and the Agent is not available to make such call or does not do so promptly, the Company may request another agent to make such call.
- (b) Any policy issued by the Company within six months before or after the termination of another policy issued by the Company to the same insured, including a policy issued in conversion of an existing policy, shall be deemed a replacement policy. First-year commission and override on a replacement policy shall be paid only on the amount by which its premium exceeds the premium for the replaced policy. Renewal commissions and overrides on a replacement policy will be 50% of the normal commissions and overrides.

3.3 **DRAWS AGAINST COMMISSIONS AND OVERRIDES:** On receipt of a complete application for insurance, the Company, at its sole discretion, may advance to the Agent draws against anticipated commissions and overrides. All draws shall constitute a debt of the Agent to the Company. The debt shall bear interest at any lawful rate as determined by the Company. The Company shall credit earned commissions and overrides against the debt until it has been paid in full; provided, however, that such debt and any other costs incurred to recover the agent balance shall become immediately due and payable in full upon termination of this Agreement by either party.

3.4 **SECURITY INTEREST:** The Company shall have the right at any time to off set against any amounts due the Agent under this Agreement or independently of this Agreement (i) any indebtedness or other obligations, including fees and taxes imposed by reason of this Agreement which the Company in its sole discretion deems it advisable to pay or discharge for the benefit of the Agent, and the Company is hereby authorized to pay such indebtedness or other obligations, including fees and taxes; and (ii) any indebtedness, matured or unmatured, absolute or contingent, of the Agent to the Company whether arising under this Agreement or independently hereof. As security for all such payment made for the benefit of the Agent and for all such indebtedness, the Agent hereby transfers, assigns and grants to the Company a security interest in and a lien upon all amounts now or in the future payable to the Agent by the Company under this Agreement. The Company's security interest, lien and right to off set shall not be extinguished by the termination of the Agent's appointment.

3.5 **CHARGE-BACKS:** If the Company for any reason refunds any premium to, or for the account of, an insured, the Company shall charge to the Agent's account all commissions and overrides on the premium so refunded.

3.6 **VESTING OF COMMISSIONS AND OVERRIDES:** Unless the Agent breaches any of Subsections 2.1 through 2.10, renewal commissions and overrides shall be paid by the Company after termination of this Agreement if, and only if:

- (a) Prior to termination, the Agent has produced net issued premiums in the amount of at least \$50,000 under this Agreement;
- (b) The Agent dies prior to termination of the Agreement; or

### 4. Limitations of Agent's Authority

4.1 The Agent has no authority for or on behalf of the Company to:

- (a) Incur any debts;
- (b) Make, modify or discharge any contract;
- (c) Extend the time for paying any premium;
- (d) Bind the Company by any statement, promise or representation; or
- (e) Waive, alter, modify or change any of the terms, rates or conditions of the Company's insurance.

**5. Non-Assignable**

5 Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part, without prior written consent of the Company.

**6. Termination of Agreement**

6.1 WITHOUT CAUSE: This Agreement may be terminated without cause by either party on 30 days written notice delivered or mailed to the other party's last known address. After such termination the Company may defer for six months the payment of:

- (a) Any commissions and overrides due prior to termination; and
- (b) Any commissions and overrides on deferred first-year premiums accepted after termination.

6.2 TERMINATION FOR CAUSE: If the Agent breaches any of Subsections 2.1 through 2.10, the Company may terminate this Agreement on written notice delivered or mailed to the Agent, to be effective on the date stated in such notice.

**7. Rights not Waived**

7 Failure by the Company or the Agent to insist on compliance by the other party with the terms and conditions of this Agreement shall not constitute a waiver by either the Company or the Agent of any rights under this Agreement.

**8. Amendments**

8 Neither the Company nor the Agent shall be bound by any promise, agreement, understanding, or representation made before or after the date of this Agreement, except a change to the Commission and Override Schedule, unless it is made in writing, and signed by an authorized employee of the Company and the Agent.

**9. Termination of Prior Agreements**

9 This Agreement terminates and replaces any prior servicing agent agreement between the Company and the Agent. However, all commissions and overrides on policies applied for while any prior agreement was in force will continue to be paid under the terms of the prior agreement.

**10. Miscellaneous**

10,1

- (a) After termination of this Agreement, if renewal commissions and overrides payable in any calendar year are less than \$600, the Company shall no longer be obligated to pay renewal commissions and overrides to the Agent.
- (b) This Agreement shall be construed and any questions arising under it decided according to the statutory and common law of the State of Texas. In the event of liquidation between you and the Company, arising out of the terms of this agreement, venue shall be in the appropriate court in Harris County, Texas.
- (c) If any provision of this Agreement or portion thereof shall be held to be void or unenforceable by any court, the validity of the remaining provisions or portions shall not be affected.
- (d) This Agreement shall first be signed by the Agent and shall not be effective until thereafter accepted and signed by the Company at its Home Office.

I HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT

Servicing Agent \_\_\_\_\_ Date \_\_\_\_\_

RECOMMENDED By:

Recruiting Representative \_\_\_\_\_ Date \_\_\_\_\_

.....  
*Do not write below this line - FOR HOME OFFICE USE ONLY*

**ACCEPTED: FAMILY LIFE INSURANCE COMPANY**

By  
Authorized Home Office Signature \_\_\_\_\_ Date \_\_\_\_\_

THE MANHATTAN LIFE INSURANCE COMPANY  
 CENTRAL UNITED LIFE INSURANCE COMPANY  
 FAMILY LIFE INSURANCE COMPANY  
 INVESTORS CONSOLIDATED INSURANCE COMPANY  
10700 Northwest Freeway, Third Floor  
Houston, TX 77092

## ASSIGNMENT OF COMMISSION FOR COMPANY(IES) CHECKED ABOVE

For value received, I do hereby assign, transfer and set over unto:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tax ID # \_\_\_\_\_

And to the successors or assigns of said assignee, all of my right, title and interest in and to all commissions due or which shall hereafter become due me under agency contracts or agreements between the undersigned and The Company(ies) identified above dated as follows:

It is understood that The Company(ies) identified above shall have the right to deduct from the commissions assigned any amounts now or hereafter owing to it and this assignment shall not affect in any way right The Company(ies) identified above may have to change or terminate any agency contract agreement.

Executed at \_\_\_\_\_ This \_\_\_\_\_

Day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

Assignment Consented To and Copy Filed

Company Name: \_\_\_\_\_

Date \_\_\_\_\_

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

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

THE MANHATTAN LIFE INSURANCE COMPANY  
CENTRAL UNITED LIFE INSURANCE COMPANY  
FAMILY LIFE INSURANCE COMPANY  
INVESTORS CONSOLIDATED INSURANCE COMPANY  
10700 Northwest Freeway, Third Floor  
Houston, TX 77092

**DIRECT DEPOSIT PROGRAM FOR COMMISSIONS FOR ALL  
COMPANIES LISTED ABOVE**

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

Procedure to start Direct Deposit program:

1. Regular checking account
  - a) Send us your VOIDED CHECK with social security number and agent number.
2. Savings account
  - a) Bank will have a form they will complete for you to send us (include your social security number and agent number).
3. Federal Credit Union
  - a) Credit union will have a form they will complete. You MUST note whether account is checking or savings (include your social security number and your agent number).

THAT'S IT!! THIS IS ALL WE NEED IN ORDER TO SET YOU UP ON DIRECT DEPOSIT (NO MORE WAITING FOR THE CHECK IN THE MAIL!).

If you have any questions on the above, please call 1-800-669-9030.

---

SEND ME MONEY FAST! - SET ME UP ON EFT!!!

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

\_\_\_\_\_  
Signature

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

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

Enclosed  
Voided check \_\_\_\_\_

- The Manhattan Life Insurance Company     Central United Life Insurance Company  
 Investors Consolidated Insurance Company     Family Life Insurance Company

## Representative Agreement

10700 Northwest Freeway, Houston, Texas 77092

Between the Company(ies) identified above, hereinafter called the Company and the Corporation or Partnership who is:

\_\_\_\_\_ hereinafter called the Associate and between the Associate and the Representative who is:

\_\_\_\_\_ hereafter called the Representative.

### 1. APPOINTMENT

The Company appoints the Agent in those territories in which both the Company, the Associate and the Agent are licensed to do business, to solicit and procure applications for all types of insurance and annuities issued by the Company subject to the terms, conditions, and limitations set forth herein.

### 2. COMPENSATION

All Compensation payable by the Company on such applications shall be governed solely by the contract between the Company and the Associate, and the Company shall discharge all responsibility under this contract by crediting or paying such earnings to the Associate. The division of such earnings between the Representative and the Associate, once paid by the Company to the Associate, shall be a matter solely between the Representative and the Associate to which the Company is not part.

### 3. GENERAL PROVISIONS

The Representative agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations and instructions of the Company now in force and such as may hereafter be adopted. It is understood and agreed that the Representative shall be considered an independent contractor. The Representative shall be free to exercise independent judgement as to the persons to be solicited and the time and place of solicitation. No other provision of this Agreement nor any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Representative.

The Representative and/or Associate shall maintain in good order the records and accounts of business transacted on behalf of the Company for inspection by, or delivery to the Company upon request.

The Representative has no authority to:

1. make, alter, or modify any policy or receipt nor to waive any forfeiture or any provision or condition of any policy issued by the Company.

2. receive any money on behalf of the Company except initial premiums and in strict compliance with the terms and conditions of the Company and within the rules of the Company. Money collected or received by the Representative for the Company shall immediately be paid over to the Company.

3. endorse any checks payable to the Company;

4. issue or circulate any advertising material, circular or pamphlet relating to the Company (other than materials prepared by the Company) unless the same shall have been approved in writing by the Company.

5. bind or obligate the Company or subject the Company to any liability except as expressly provided herein or otherwise authorized in writing by the Company.

The Representative shall be liable to the Company for damage or loss sustained by it as a result of any unauthorized acts of the Representative. The Representative specifically agrees to indemnify the Company from liability of any type for judgements, litigation costs, attorneys' fees, fines, penalties or other liabilities incurred by the Company as a result of such unauthorized acts.

The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to the Company, shall not operate as a waiver of such conditions nor release the Representative from any obligation to perform this Agreement strictly in accordance with its terms.

### 3. TERMINATION

The Representative's withholding or converting to his own use, funds or property of the Company, an applicant or insured, or his violation of any governmental law or regulation relating to insurance, shall constitute an automatic breach of this Agreement which shall forthwith terminate.

This Agreement shall automatically terminate upon the death of the Representative.

Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Representative. If requested, the Representative shall return to the Company at his own expense all rate books and other supplies furnished the Associate which shall be the property of the Company.

This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Representative by giving the other party fifteen days notice in writing at the last known address of such other party.

Representative: \_\_\_\_\_  
Print or Type The Name of the Representative

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_ Associate \_\_\_\_\_  
Print or Type Signature

Date: \_\_\_\_\_ By the Company(ies) identified above \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

or

Employer identification number

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

### Penalties

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

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

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

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

## Specific Instructions

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

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

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

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

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

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

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

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

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

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

### Part II - Certification

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

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

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

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

## What Name and Number to Give the Requester

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

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

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

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

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

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

## Attention!

We cannot process your contract if you forget to include a photo copy of your active license.  
Please do not cause an unnecessary delay.

### ATTACH A CHECK MADE PAYABLE TO: FOR YOUR CONTRACTING FEE:

Indicate in which states you wish to become appointed.

<u>Resident</u>	<u>State</u>	<u>Fee</u>	<u>Non-Resident</u>
<input type="checkbox"/>	ARKANSAS	N/A	<input type="checkbox"/>
<input type="checkbox"/>	ALABAMA (Family Life Only)	\$30.00	<input type="checkbox"/>
<input type="checkbox"/>	ARIZONA	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	ARKANSAS	\$17.00 Family Life \$20.00 Resident \$60.00 Non-Resident	<input type="checkbox"/>
<input type="checkbox"/>	CALIFORNIA	\$24.00	<input type="checkbox"/>
<input type="checkbox"/>	COLORADO	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	CONNECTICUT	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	DISTRICT OF COLUMBIA	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	DELAWARE	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	FLORIDA (Family Life Only)	Non-Res. \$60.00 + COUNTY \$6.00	<input type="checkbox"/>
<input type="checkbox"/>	GEORGIA	\$18.45	<input type="checkbox"/>
<input type="checkbox"/>	HAWAII	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	IDAHO	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	IOWA	\$10.00	<input type="checkbox"/>
<input type="checkbox"/>	ILLINOIS	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	INDIANA	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	KANSAS	\$5.00	<input type="checkbox"/>
<input type="checkbox"/>	KENTUCKY	\$40.00 (odd years) \$50.00 (non-resident)	<input type="checkbox"/>
<input type="checkbox"/>	LOUISIANA	\$20.00	<input type="checkbox"/>
<input type="checkbox"/>	MAINE	\$30.00 Resident \$70.00 Non-Resident	<input type="checkbox"/>
<input type="checkbox"/>	MARYLAND	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	MASSACHUSETTS	\$75.00	<input type="checkbox"/>
<input type="checkbox"/>	MICHIGAN	\$ 5.00	<input type="checkbox"/>

<u>Resident</u>	<u>State</u>	<u>Fee</u>	Non-Resident
<input type="checkbox"/>	MINNESOTA	\$10.00	<input type="checkbox"/>
<input type="checkbox"/>	MISSISSIPPI	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	MISSOURI	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	MONTANA	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	NEBRASKA	\$10.00	<input type="checkbox"/>
<input type="checkbox"/>	NEVADA	\$15.00	<input type="checkbox"/>
<input type="checkbox"/>	NEW HAMPSHIRE	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	NEW MEXICO	\$23.00	<input type="checkbox"/>
<input type="checkbox"/>	NEW JERSEY	\$25.00 electronic \$35.00 paper	<input type="checkbox"/>
<input type="checkbox"/>	NEW YORK (Manhattan Life Only)	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	NORTH CAROLINA	\$20.00 per LOA per Comp. \$10.00 Med. Supp.	<input type="checkbox"/>
<input type="checkbox"/>	NORTH DAKOTA	\$10.00	<input type="checkbox"/>
<input type="checkbox"/>	OHIO	\$20.00	<input type="checkbox"/>
<input type="checkbox"/>	OKLAHOMA	\$55.00	<input type="checkbox"/>
<input type="checkbox"/>	OREGON	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	PENNSYLVANIA	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	SOUTH CAROLINA	\$50.00 \$40.00 Family Life	<input type="checkbox"/>
<input type="checkbox"/>	SOUTH DAKOTA	\$10.00 Resident \$20.00 Non-Resident	<input type="checkbox"/>
<input type="checkbox"/>	TENNESSEE	\$15.00	<input type="checkbox"/>
<input type="checkbox"/>	TEXAS	\$10.00	<input type="checkbox"/>
<input type="checkbox"/>	UTAH	No Fee	<input type="checkbox"/>
<input type="checkbox"/>	VIRGINIA	\$12.00 \$50.00 per day late fee	<input type="checkbox"/>
<input type="checkbox"/>	WASHINGTON	\$20.00	<input type="checkbox"/>
<input type="checkbox"/>	WEST VIRGINIA	\$25.00	<input type="checkbox"/>
<input type="checkbox"/>	WISCONSIN	\$7.00 Resident \$24.00 Non-Resident	<input type="checkbox"/>
<input type="checkbox"/>	WYOMING	\$15.00	<input type="checkbox"/>