

## New Agent Checklist

Thank you for your interest in getting contracted with MassMutual Ascend. Starting from day one, we want to make doing business with us easy. We've put together the following checklist to help avoid processing delays.

- The Application and Profile Agent's Agreement with Power to Appoint and Direct Deposit of Commissions Authorization Agreement are **required forms**.
- Include a **voided check** with the Direct Deposit of Commissions form.
- An **email address** must be provided in Section I of the Application and Profile.
- Complete your required training:
  - **Anti-Money Laundering training through LIMRA.** If you've already completed the training through another carrier, we'll need your certification of training. We accept completed training from the following: FINRA • Kaplan Financial • Quest CE • Reg Ed • SuranceBay • Web CE
  - **NAIC product-specific training.** You must complete the required product-specific training and state approved continuing education course before soliciting the sale of an annuity product. **New business will be rejected and returned if your required training is not completed.**
- Provide **proof of E&O insurance.** The minimum coverage allowed is \$1M per claim and \$1M annual.
- Forward completed forms to your upline for signature.

Please fax completed paperwork to **513-412-5144, Attn: Contracting** or email the completed paperwork to **NewContracting@mmascend.com**. You will be notified by email once you may begin to solicit business. Thank you for your business!

Please note: This paperwork is not for use in contracting a Broker/Dealer or the Insurance Agency of a Broker/Dealer.

For producer use only. Not for use in sales solicitation.

Products issued by MassMutual Ascend Life Insurance Company<sup>SM</sup> (Cincinnati, Ohio), a wholly owned subsidiary of Massachusetts Mutual Life Insurance Company (MassMutual).

This content does not apply in the state of New York.

**APPLICATION AND PROFILE**  
**AGENT'S AGREEMENT WITH POWER TO APPOINT**  
(Not for use in contracting a Broker Dealer or the Insurance Agency of a Broker Dealer)

**I. PERSONAL INFORMATION**

Full Name \_\_\_\_\_  
First Middle Last  
 Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gender \_\_\_\_\_ SSN \_\_\_\_\_  
 Residence Address \_\_\_\_\_  
Street City State County Zip  
 Mailing Address \_\_\_\_\_  
Street City State County Zip  
 Phone Number (\_\_\_\_) \_\_\_\_\_ Email address \_\_\_\_\_

**II. BUSINESS and LICENSE INFORMATION (Please attach copies of current licenses in states you wish to be appointed.)**

**This information is required:**

National Producer Number: \_\_\_\_\_  
 Preferred method for delivery of client contracts?  Send directly to Agent  Send directly to Client  
 Are you registered with the FINRA?  Yes  No List CRD Number: \_\_\_\_\_  
 Do you have Errors and Omission insurance coverage?  Yes  No  
 List carrier and policy number: \_\_\_\_\_  
 Last completion date of Anti-Money Laundering training? \_\_\_\_\_ (Please include a certification of your completion.)  
 Make commissions payable to:  Individual  Corporation (Complete form X2653814NW)  
 Are you an owner, partner, director or officer of any business?  Yes  No  
 (If "Yes," please attach a separate piece of paper listing the incorporated name of the business (or DBA name), its tax identification number (TIN), complete address and state of incorporation.)

**III. BACKGROUND INFORMATION**

Please answer all questions. **If you answer "Yes" to any of the questions, please attach a separate sheet with details.** Yes No

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1) Are you currently charged with or have you <b>ever</b> pled guilty or no contest to, or been convicted of, any crime (excluding traffic tickets and including disclosure of expunged or sealed records?)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Have you ever had your producer or agent's license or registration restricted, suspended or revoked, or are you now, or have you ever been the subject of any professional license/registration or regulatory investigation, claim or proceeding? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Have you ever been involuntarily terminated or permitted to resign from employment or had an agent representative appointment terminated by any insurance or other financial services company other than for lack of production?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Are you delinquent in any personal or business financial obligations (including but not limited to deficit balances in fiduciary trust accounts)?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7) Does any insurance or financial services company hold a claim against you for commission debit balances?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8) Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?                       | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>BANKRUPTCY DISCHARGE/DISMISSAL DATE</b>   |                          |                          |
| 9) At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, administrative, civil or criminal matters not disclosed above?                         | <input type="checkbox"/> | <input type="checkbox"/> |

**IF YOU ANSWERED "YES" TO ANY OF THE QUESTIONS IN SECTION III,  
PLEASE ATTACH A SEPARATE SHEET WITH DETAILS.**

**IV. AUTHORIZATION and AGREEMENT**

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I authorize MassMutual Ascend Life Insurance Company (the "Company") to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company. I authorize the Company to share any information obtained with affiliated companies, appointing agent upline management or third parties, where permitted by law, and agree to hold the Company and its affiliates harmless from liability for any and all consequences of releasing such information. Any such investigation may include obtaining one or more consumer reports (included credit scores/reports) from a consumer reporting agency. I expressly consent to the Company obtaining such report at any such times. I further understand that the Company may deny my request for appointment, and may subsequently cancel or rescind my appointment, at its sole discretion. I certify I have received from the Company all disclosures required by the Fair Credit Reporting Act. I agree that a photocopy of this authorization and release shall be as valid and binding as an original. I understand and agree that, unless otherwise allowed by law, I am not authorized to solicit business for the Company until my license and appointment have been secured. I hereby certify that I have read, understand and agree to be bound by the Agent's Agreement with Power to Appoint, which is attached to this Application and Profile. Under penalty of perjury, I certify that the Social Security Number or taxpayer identification number shown on this form is my taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

Signature of Applicant / Agent \_\_\_\_\_ Date \_\_\_\_\_

**TO BE COMPLETED BY APPOINTING AGENT**

Agent Commission Level \_\_\_\_\_ Appointing Agent \_\_\_\_\_ Agent # \_\_\_\_\_  
Name  
Signature \_\_\_\_\_  
Signature

**If agent will sell ALL or SOME MassMutual Ascend Life annuity products through a Broker Dealer, please provide the following (Business sold through Broker Dealers will be governed by Broker Dealer instructions):**

Broker Dealer \_\_\_\_\_ Broker Dealer Master # \_\_\_\_\_

**If agent is a Registered Investment Advisor and plans on offering the zero commission fixed indexed annuities for fee-based advisors, please provide the following:**

Registered Investment Advisor (RIA) \_\_\_\_\_ RIA Agency # \_\_\_\_\_

**Agent's Agreement with Power to Appoint** – *The following provisions shall be given full force and effect even though the Agent's signature precedes these provisions.*

**1. Parties**

The parties to this Agent's Agreement with Power to Appoint ("Agreement") are MassMutual Ascend Life Insurance Company (the "Company", "we", or "us"), an Ohio corporation, and the agent identified on the Application and Profile (referred to herein as "you", "your" or "Agent," as the context requires.)

**2. Appointment**

The Company appoints you, and to the extent permitted under applicable state law appoints your employees who are duly licensed, as its agent to solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the last page hereof or as otherwise provided to you by separate notice, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement or as otherwise provided to you by separate notice. Your appointment will continue in effect until terminated.

**3. Territory**

Your appointment is limited to the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.

**4. The Company's Duties**

a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in

other territories for which you are validly licensed as an insurance agent; provided, however, you will be responsible for all fees and other costs that apply to such designations.

- b. The Company will pay commissions on business you produce according to the terms and conditions set forth in this Agreement and the Schedule(s) of Commissions.

## 5. Your Duties

- a. You shall solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions that you are licensed to sell; provided, however, the Company may, in its sole discretion and for any reason or no reason, refuse to accept, or require the amendment of, any application/order ticket/request form.
- b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy or contract forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
- c. You agree to exert your best effort to keep all insurance produced by you under this Agreement in full force and effect.
- d. You agree to be bonded in such manner, subject to reasonable amendment, as the Company may from time to time require.
- e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor applicable to your business. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you. You shall not represent or hold yourself out to be a partner, franchise, joint venture or employee of the Company.
- f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement. You shall ensure that any such person holds all licenses required under applicable law.
- g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay pursuant to this Agreement or in another written document signed by the Company.
- h. You shall promptly notify the Company of any written customer complaint that relates to the sale or marketing of the Company's products, or any activity in connection with or notice of any pending or threatened regulatory investigation, disciplinary action, judicial proceeding and the like involving you, your company and/or your employees and agents. You will fully cooperate with the Company during its investigation of any consumer complaint or in connection with any other investigation being conducted by the Company.
- i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and such other information as the Company may reasonably require during the term of this Agreement and for a period of seven (7) years thereafter. All such records and other information shall be subject to inspection and photocopying by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company. Upon termination of this Agreement and if requested by the Company, you shall immediately forward to the Company, at your cost and expense, a copy of all such financial records and documents of all business produced under this Agreement, including, but not limited to, accounting records, bank account records, underwriting files, policy or contract records and claim files, as well as all such other documents as the Company may reasonably require.
- j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for such materials provided by the Company or with the Company's prior written approval.
- k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
- l. You shall hold the Company, its officers, directors and employees harmless and defend and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or out of a breach of this Agreement, a violation of law or an error or omission committed by you.
- m. All items given to you by any person for delivery to the Company and all items given to you by the Company for delivery to any person shall be promptly delivered by the Agent to the Company or such person, respectively.
- n. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be restricted or placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.
- o. You will keep confidential all information about the Company and Company products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. You will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.
- p. You will use any Personal Information only as permitted by, and subject to the requirements and restrictions of Section 18 below.
- q. You will not recommend any Company product unless you have reasonable grounds, after full inquiry, to believe it is suitable and, if required by applicable laws or regulations, in the best interest of the applicant.
- r. You agree to abide by all Rules and Regulations of the Company including, but not limited to the Company's Anti-Money Laundering Program.
- s. You agree to maintain at all times during this Agreement Errors and Omission insurance coverage from an insurer acceptable to the Company with limits of liability of not less than one million dollars (\$1,000,000.00) for a single claim and one million dollars (\$1,000,000.00) in the aggregate. You also agree to provide the Company with evidence of such coverage upon request, and shall notify us at least thirty (30) days prior to cancellation of such coverage.

## **6. Delivery of Policies and Contracts**

- a. You shall promptly deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy approved and issued by the Company may be made only if: (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the application/order ticket/request form for such policy; and (2) the first premium has been fully paid.
- b. Any life insurance policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. For each life insurance policy or annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with issuing a new policy or contract.

## **7. Premium Settlements**

Only the initial premium on applications/order tickets/request forms procured by or through you may be collected by you. All premium settlements shall be by check or by electronic funds transfer received subject to collection and payable to the Company. No third party, agent or agency checks will be accepted. All such monies received by you are received in a fiduciary capacity, and you shall immediately forward any such premium settlement, entire or partial, to the Company. All future premium will be paid directly to the Company. You do not have the authority to open or maintain any bank account in or using the Company's name or to negotiate or deposit any funds collected on the Company's behalf. If the Company authorizes you to collect any additional premiums or other money, you shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly forward to the Company all such premium and other money collected.

## **8. Limitations**

You are not authorized, and are expressly forbidden, to:

- a. waive any rights of the Company, or to collect any amounts other than premium for policies which have been issued, or bind the Company in any way, except as herein expressly stated;
- b. institute legal proceedings against any third party in connection with any matter pertaining to the business of the Company and/or in the name of the Company without the prior written consent of the Company;
- c. incur any indebtedness for any purpose whatsoever on behalf of the Company;
- d. investigate, adjust, settle and/or defend claims on behalf of the Company; and
- e. negotiate, facilitate, accept, bind or enter into reinsurance treaties on behalf of the Company.

## **9. Repayment/Indebtedness**

If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:

- a. 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;
- b. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- c. 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;
- d. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a 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;
- e. any amounts payable or due to 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;
- f. because your potential future 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 or contracts 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); and
- g. the Company may charge you for, and you hereby agree to indemnify and hold harmless the Company for, any amounts owed to the Company, or any of its affiliates, to the extent that such debt was incurred and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.

## **10. Assignment**

Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

## **11. Company's Authority**

Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy or contract in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy or contract in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.

## **12. Commissions**

- a. The Schedule(s) of Commissions as amended or revised from time to time by the Company, govern the parties' agreement with respect to compensation payable in accordance with this Agreement.
- b. If commissions are payable to you by your Appointing Agent or Broker Dealer, you agree that the Company has no obligation to pay any compensation directly to you, and you agree to indemnify and hold harmless the Company from all losses and expenses,

including costs and attorney fees, resulting from any claim by you for compensation, notwithstanding anything herein to the contrary.

- c. Commissions payable to you by the Company are subject to the following:
- i) Commissions shall be computed on the commissionable premiums paid to, received and accepted by the Company on applications/order tickets/request forms procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions.
  - ii) First year and renewal commissions shall be fully vested to you (subject to forfeiture as described in Section 14) as such commissions are earned as set forth in the Schedule of Commissions. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in advance until after the due dates of the respective premiums so paid in advance and then only if the policy or contract is in force and effect on such due dates.
  - iii) If any insurance procured hereunder is subsequently and appropriately converted to, or replaced by, some other form of policy or contract, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
  - iv) Subject to forfeiture as described in Section 14, commissions shall be paid to you when we receive premiums on which commissions are payable, subject to any reasonable delays that may occur in the normal course of business. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions thereon only if said policy is reinstated by or through you.
  - v) Should the Company, in its sole discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such compensation shall be charged back to you and deducted from future commission payments.
  - vi) Commissions on benefit riders, term riders, replacement policies or contracts, and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
  - vii) Subject to Forfeiture as described in Section 14, in the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation or limited liability company, commissions will remain payable to such company.
  - viii) You must repay to the Company any commissions that it has paid to you on all controlled business (as defined below) that terminates, is rescinded, or is surrendered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly either control the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes but is not limited to, any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (parents, brothers, sisters, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of your agency or any person in the immediate family of such associate, member or employee.
  - ix) Notwithstanding any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period of time during which you are in breach of the terms hereof or which arises from or relates to policies or contracts procured through any violation of law or this Agreement.

### 13. Termination

- a. This Agreement shall automatically terminate in the event of: (1) your failure to hold a valid license required for the sale of insurance in any territory; or (2) involuntary assignment of this Agreement for the benefit of creditors; or (3) your failure to maintain Errors and Omission insurance coverage as required under Section 5(s) above; or (4) your death (alternately, if you are a partnership, corporation or limited liability company, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation or company).
- b. This Agreement may also be terminated by either Party with or without cause immediately upon notice given to the other Party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement.
- c. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business. Your authority under this Agreement to solicit and procure applications/order tickets/request forms shall cease immediately upon termination.
- d. Upon termination, commissions will be paid (subject to forfeiture as described in Section 14) in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.
- e. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.
- f. Upon termination, you agree that you will no longer have the authority to use our name, materials, or claim any association or relationship with us.
- g. The Company reserves the right to terminate this Agreement if you fail to meet any production goals the Company sets for you.

### 14. Forfeiture

- a. 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 a customer or the Company;
  - (2) subject the Company to liability due to your misfeasance, negligence, error, omission 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 involving or based upon any of the acts listed in items (1) through (3) above this Section 14(a);
  - (5) fail to conform to the rules and regulations of the Company including, but not limited to its Anti-Money Laundering Program;
  - (6) if your insurance license is suspended, revoked or terminated;
  - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company or employee of the Company to end his/her relationship with the Company;
  - (8) fail to pay any indebtedness to the Company on demand; or
  - (9) systematically replace the Company's policies or contracts with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.
- c. **Termination of this Agreement, for cause or otherwise, and any forfeiture described herein, are specifically agreed to and intended by the parties to be a remedy for such termination or misconduct. The parties recognize that an agent's wrongdoing as described herein may negatively affect any insurance company's reputation, including its agents' reputation, for honesty and integrity. Reputation is an important consideration in the sale of insurance to the general public and in the renewal of existing in force policies and continuation of contracts. The parties further recognize that the damages caused by an agent's intentional, wrongful or criminal acts are difficult to prove, measure, and calculate because a customer's decision to do business, or continue to do business with a company, is subject to many varied influences. Under the circumstances, the parties agree that the remedies specified in this paragraph, including forfeiture, are a fair and proportional remedy for termination or misconduct.**

#### 15. Notices

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office.

#### 16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms, conditions, and limitations of this Agreement, including the Commission Schedule(s) and the Forfeiture provisions. If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.
- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

#### 17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one Party by the other, (2) enforce Section 9 of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably and unconditionally waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that a class action arbitration is not authorized or contemplated by this section.

## 18. Confidentiality

- a. The Company and Agent (each referred to as a “Party” in this Section 18) will comply with all applicable state, federal and foreign privacy, security, data protection and destruction laws and regulations relating to the protection and confidentiality of Personal Information (as defined below) and data breach notification requirements, including, without limitation, the Gramm-Leach-Bliley Act of 1999, as amended and the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (“the MA Security Regulations,” collectively, the “Privacy Laws”). “Personal Information” shall have the meaning of such term or like terms set forth in each of the applicable Privacy Laws that describes, covers or defines data that identifies or can be used to identify individuals, and includes all “protected health information” as defined in 45 CFR §164.501 that is created or received by you for or on behalf of the Company.
- b. Each Party acknowledges that the other Party, in performing its obligation pursuant to the Agreement, does not meet the definition of a service provider for purposes of the MA Security Regulations.
- c. The Company and Agent agree not to disclose or use any Personal Information of the other Party’s customers other than as necessary for the purpose of performing each Party’s obligations under this Agreement.
- d. Each Party agrees to take appropriate measures to protect the confidentiality, privacy and security of Personal Information of the customers of the other Party, including the adoption of policies and procedures to comply with applicable Privacy Laws. You shall ensure that any of your agents, employees or subcontractors to whom you provide Personal Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agent’s Agreement with respect to such Personal Information.
- e. Each Party shall promptly notify the other Party if it knows or has reason to believe there has been unauthorized access, acquisition, disclosure or use by it or a third party of Personal Information of the customers of the other Party, and to comply with all applicable data breach notification requirements in the event of any such unauthorized access, acquisition, disclosure or use.
- f. You shall provide access to and make available for inspection or amendment the Personal Information, at the request of the Company, and in the time and manner designated by the Company.
- g. You shall provide an accounting of all disclosures of Personal Information upon request from the Company.
- h. Upon termination of this Agreement for any reason, return or destroy all Personal Information received by you, or created or received by you on behalf of the Company. In the event that returning the Personal Information is not feasible, you must notify the Company of such.

## 19. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company’s agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5o., 6, 7, 9, 12c(v), 13c., 13d., 13e., 14, 17 and 18.
- c. If the Agent is a partnership, corporation or limited liability company, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company’s rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company’s business is being conducted.
- h. You agree that by providing your fax number, email address, mail address, and telephone number that you are providing consent to receive advertisements and other communications by fax, e-mail, mail and telephone from or on behalf of the Company and its affiliates. You understand that you can revoke your consent by submitting a written request, using the appropriate form if applicable, to the Company.
- i. You hereby authorize the Company and its affiliates to release information about you maintained by the Company or its affiliates to state or federal regulatory or law enforcement authorities on request.
- j. Should a court of competent jurisdiction declare any of the covenants or other provisions set forth in this Agreement unenforceable, the parties agree that such court shall be authorized to modify such covenants or provisions so as to render the remaining covenants and provisions, and the modified covenants and provisions valid and enforceable to the maximum extent possible, and as so modified, to enforce this Agreement in accordance with its terms and the intent of the parties.
- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.



**DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY HOME OFFICE**

---

Schedule of Commissions \_\_\_\_\_

MassMutual Ascend Life Insurance Company

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

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

Effective Date \_\_\_\_\_

- I (we) hereby authorize MassMutual Ascend Life Insurance Company to *initiate* credit/deposit entries to my (our) account indicated below, and the depository institution named below to credit the same to such account.
- I (we) hereby request a *change* to my (our) existing direct deposit as indicated below.

Note: To avoid delays in processing your appointment, **a voided check must accompany this request.** Please allow 5 business days for EFT processing to become effective.

Frequency:    Daily         Weekly         Bi-weekly         Monthly

<b>INDIVIDUAL AGENT INFORMATION - Please print or type</b>		
Primary Name on Account	Social Security or Tax ID Number	Agent #
Address	City, State	Zip Code
Secondary Name on Account (Optional)	Phone Number	
<b>DEPOSITORY INFORMATION - Please print or type</b>		
Depository Name	Depository Address	Depository Phone Number
Account Number	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Transit/ABA Number

This authorization is to remain in full force and effect until the Company has received written notification from me (or either of us) to discontinue direct deposit. Please allow 15 business days for processing of EFT discontinuation. This authorization may not be used to assign commissions and will not constitute a commission assignment. If you want to assign your commissions, please use form X2653814NW.

Attach a voided check and e-mail, fax or mail to:

MassMutual Ascend Life Insurance Company  
P.O. Box 5420  
Cincinnati, Ohio 45201-5420  
Attn: Contracting  
**E-mail: [agentmaintenance@mmascend.com](mailto:agentmaintenance@mmascend.com)**  
**Fax: (513) 412-5144**

Signature of Primary Account Holder	Date
E-mail Address ( <b>Required</b> )	
Signature of Secondary Account Holder (optional)	Date

**CORPORATE APPOINTMENT/  
COMMISSION ASSIGNMENT FORM**

**I. TO BE COMPLETED FOR ALL REQUESTS FOR LEGAL ENTITY APPOINTMENT**

Name \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_  
Name of Legal Entity or Corporation

Address \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
Street

\_\_\_\_\_ Tax I.D. Number \_\_\_\_\_  
City, State, Zip Code

Is this a Broker Dealer or an Insurance Agency of a Broker Dealer?  Yes  No

**Corporate Officers/Partners** (attach additional sheet if necessary)

1.	_____	_____	_____
	<small>Name</small>	<small>Title</small>	<small>Social Security Number</small>
2.	_____	_____	_____
	<small>Name</small>	<small>Title</small>	<small>Social Security Number</small>
3.	_____	_____	_____
	<small>Name</small>	<small>Title</small>	<small>Social Security Number</small>

**II. TO BE COMPLETED FOR COMMISSION ASSIGNMENT**

**A. Assignment of Commissions by Agent**

The undersigned Agent hereby unconditionally assigns and you are hereby authorized to pay any and all commission or other income otherwise due me, my beneficiaries, or my estate to:

_____	_____
<small>Name of Assignee</small>	<small>Address of Assignee</small>
	_____
	<small>City, State, Zip Code</small>

I understand, represent and agree that:

- For income tax purposes, any commission or other income which I earn will continue to be reported to me unless Section B is completed.
- The Company is making these payments to the Assignee as an accommodation to me and is making them pursuant to this assignment and at my express direction.
- I am not making this commission assignment in order to evade any state law or laws which require that no payments can be made to any person or entity for the sale or solicitation of insurance, except to licensed agents.
- This commission assignment does not assign any rights, duties, or obligations under my Agent's Agreement with Power to Appoint or my Agent's Agreement other than the right to receive any and all commissions or other income due me, my beneficiaries, or my estate.
- The payment of commissions or other income made under this commission assignment shall provide full and complete discharge of the Company's payment obligation under my Agent's Agreement with Power to Appoint or my Agent's Agreement.
- I warrant that I have not executed any other commission assignments.
- I will indemnify and hold the Company harmless from and against any and all claims, losses, or damages that the Company may incur in complying with or honoring this commission assignment.

This commission assignment applies to any commission or other income due to me, my beneficiaries, or my estate on all in-force policies and all policies issued in the future. This commission assignment shall continue in effect until revoked. Only the Assignee may revoke this commission assignment, and then only upon the written acceptance of the Company.

Agent Name: \_\_\_\_\_ Agent Number(s): \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**B. Certifications by Assignee**

The Assignee hereby certifies that:

- The Agent making the commission assignment in Section A above is the employee of the Assignee.
- The Agent's activities under the Agent's Agreement with Power to Appoint or Agent's Agreement are subject to the direction and control of the Assignee.
- The commissions and other income earned by the Agent and paid to the Assignee should be reported as the income of the Assignee.

Assignee Name: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**C. Acknowledgement by Company**

MassMutual Ascend Life Insurance Company acknowledges the foregoing commission assignment and, if Section B is completed, the Assignee's right to direct and control the Agent's activities. This acknowledgment, however, shall not be taken as an amendment to the Agent's Agreement with Power to Appoint or Agent's Agreement, nor relieve the assigning Agent of any duties or obligations under that Agreement, nor limit the rights of MassMutual Ascend Life Insurance Company to enforce the terms of that Agreement against the Agent.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

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

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **FAIR CREDIT REPORTING ACT DISCLOSURE**

### **RETAIN FOR YOUR FILES**

This is to notify you that in connection with your application for appointment, you have authorized us to procure a consumer report on you as part of the process of considering your application. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

Please be advised that we may also obtain an investigative consumer report including information as to your character, criminal history, creditworthiness, general reputation, personal characteristics and mode of living. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. The company reserves the right to obtain an investigative report now and at any time while you are contracted with the company.

### **RETAIN FOR YOUR FILES**