



Stephens-Matthews  
Marketing, Inc.

## **Liberty Bankers Medicare Supplement Contract**

Please complete all pages of the contract and send it back to Stephens-Matthews with a copy of each state license you choose to appoint in.

Send to: Fax - 888-984-2614,  
E-mail - [sunny@stephens-matthews.com](mailto:sunny@stephens-matthews.com), or  
Mail - Stephens-Matthews Marketing, Inc.  
P.O. Box 1208  
Beverly, OH 45715

Please contact Sunny at 800-544-8250 x121  
or [sunny@stephens-matthews.com](mailto:sunny@stephens-matthews.com) with any questions.

Check out our website  
[www.stephens-matthews.com](http://www.stephens-matthews.com)

***Note: Don't forget to register on the Stephens-Matthews website to view commission statements and business information!***



## GENERAL INFORMATION

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes  No 1. Do you have Errors & Omissions (E&O) coverage?
- Yes  No 2. Have you ever been convicted of any crime, other than minor traffic offenses?
- Yes  No 3. Has any insurance company ever canceled any Agreement of employment or your agent's appointment for any reason other than non-production?
- Yes  No 4. Does any insurer or agent claim that you are indebted to them under any agency Agreement or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes  No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes  No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes  No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes  No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes  No 9. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes  No 10. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Liberty Bankers Life Insurance Company. I acknowledge that Liberty Bankers Life Insurance Company has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Liberty Bankers Life Insurance Company, at its discretion, deems necessary. I expressly authorize Liberty Bankers Life Insurance Company to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Liberty Bankers Life Insurance Company all requested information. I authorize Liberty Bankers Life Insurance Company to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Liberty Bankers Life Insurance Company to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Liberty Bankers Life Insurance Company's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Liberty Bankers Life Insurance Company. Liberty Bankers Life Insurance Company obtains consumer reports from: General Information Services, Inc., 917 Chapin Rd., Chapin, SC 20936. 1-800-333-5696.

**RESIDENTS OF CALIFORNIA, MINNESOTA AND OKLAHOMA  
HAVE A RIGHT TO REQUEST A COPY OF THE CONSUMER REPORT  
WHICH WILL DISCLOSE THE NATURE AND SCOPE OF THE REPORT.**

**Yes, please provide me a copy of the consumer report.**

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with Liberty Bankers Life Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Liberty Bankers Life Insurance Company. I understand Liberty Bankers Life Insurance Company will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

I have completed all necessary forms and submitted all fees and a copy of my current insurance license(s).

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
*Agent Printed Name* *Date*

X \_\_\_\_\_  
*Signature of Agent*

## LICENSE ONLY AGENT AGREEMENT

THIS AGENT AGREEMENT (the "Agreement") is made and effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Liberty Bankers Life Insurance Company** ("Company" or "us") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Agent" or "you").

Company and Agent are each a "Party" and are sometimes collectively referred to as the "Parties."

**WHEREAS**, Agent desires to market and sell Medicare Supplement insurance products with the Company.

**NOW, THEREFORE**, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows:

1. **AUTHORITY TO SOLICIT.** Company appoints Agent as one of its license only agents authorized to solicit applications for Medicare Supplement insurance for the Company. Agent warrants that it possesses legal authority to solicit, negotiate, and sell Medicare Supplement insurance products of the Company.
2. **INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between you, or any other agent, and us. You shall be free to exercise independent judgment as to the persons, from whom applications for insurance contracts will be solicited, and the time and place of such solicitations. As an independent contractor and not an employee of ours, all Agent and agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, marketing or sale of insurance products, postage, advertising, agent licensing fees and/or agent occupational taxes, shall be your liability and not ours.
3. **DUTIES.** The Agent shall promote and safeguard the best interests of the Company; shall fairly, truthfully, and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Agreement.

In particular, but without limitation, the Agent agrees to perform the duties set forth below:

- a. Agent is aware of and agrees to comply with all applicable laws, rules, and regulations, including state insurance laws.
- b. Prior to soliciting business from customers, Agent agrees that he/she shall be familiar with the provisions of all the Company's insurance policies for which Agent shall be appointed.
- c. Agent agrees to attend the Company's training sessions as deemed necessary by the Company.
- d. Agent shall strictly observe and comply with each and all of the rules, regulations, policies, procedures and requirements set forth from time to time by the Company.
- e. Agent will promptly make known and available to the Company all information which comes into Agent's possession or knowledge at any time concerning the underwriting of a risk, or of Agent's or Sub-Agent's suitability to perform or failure to perform any provision of this Agreement. Agent shall promptly notify Company in writing upon receiving notice of potential, threatened, or actual litigation or proceeding, any regulatory inquiry or complaint, or assessment of any regulatory discipline with respect to this Agreement or any insurance product or other insurance-related activity. Company shall have final decision-making authority to assume the administration and defense of any such action in its discretion. A copy of the correspondence or document received shall accompany each notice.

- f. Agent, at Agent's cost and expense, will keep in good standing all licenses, permits, registrations, and continuing education requirements that are required to solicit applications for policies to be issued by the Company.
  - g. The Agent shall, on demand by the Company, maintain a surety bond or Errors and Omissions policy satisfactory to the Company.
  - h. For each application of insurance, the Agent shall collect the first full premium in check or via a signed bank draft authorization (to the extent permitted by Company), and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct.
  - i. Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within ten (10) days of the date on the policy.
  - j. Agent will provide for all usual and customary services, and provide any customary assistance, to insureds and policyholders.
  - k. Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least seven years from the date of such transactions, or longer if required by federal or state law or regulation, and to provide copies of all such records to Company upon demand; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit, and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.
  - l. The Agent shall not make recommendations to applicants to purchase policies in the absence of reasonable grounds to believe the purchase of such policies is suitable for the applicant. The procedure of determining whether the purchase is suitable will include, but is not limited to, review of all proposals and applications for policies for completeness and correctness as to form.
4. **TERRITORY.** The Agent may solicit applications for insurance only in territories approved by the Company in which they and the Company are duly licensed, appointed, and authorized to conduct business. No territory is exclusively assigned to Agent.
5. **LIMITATION OF AUTHORITY.** All powers and authority granted to Agent are limited to only those expressly provided under this Agreement, and shall continue only during the duration of this Agreement and shall terminate on the date of termination hereof. Agent's authority to act on Company's behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied. Specifically, but not in limitation of the foregoing, Agent agrees that Agent is without authority to do or perform - and expressly agree not to do or perform - the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge any insurance contract or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) accept payment in cash or in a money order; (g) guarantee dividends; or (h) deliver any insurance contract more than ten (10) days after issuance by us or fail to promptly return the delivery receipt to us. Further, you agree that you shall not: (i) violate the insurance laws of any state in which you may be soliciting applications for insurance contracts; j) withhold any of our, the insurance contract owner's, prospective insurance contract owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on our insurance contracts; (l) induce or attempt to induce any of our insurance contract owners to discontinue payment of premiums or to relinquish any insurance contract; (m) induce or attempt to induce or solicit any of our agents to leave our service; (n) perpetrate any fraud against us or our insurance contract owners, prospective insurance contract owners or applicants; (o) fail to provide contract disclosure documents to insurance contract applicants as required by the Company or applicable state law; (p) fail to provide compensation disclosure to insurance contract applicants as required by state law; (q) violate any policies and procedures of the Company; or (r) any act other than as expressly authorized herein.

6. **COMMISSIONS.** Agent is a license only agent. Agent agrees that all compensation for products solicited by Agent while this Agreement is in effect shall be paid to his/her General Agent or Master General Agency (direct upline) pursuant to the terms and conditions of the Company's contract with the General Agent or Master General Agency. Company has no obligation to pay compensation to Agent for any services performed pursuant to the Agreement. (See attached LOA Compensation/Product Schedule).
7. **EXPENSES.** The Agent shall pay all expenses incurred by Agent or Agent's Sub-Agents in the performance of this Agreement and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. Any such expenses not paid by the Agent may be offset by the Company against any commissions payable to the Agent.
8. **ADVERTISING & TRADEMARK.** If Agent requests the Company do advertising, Agent agrees to reimburse the Company the agreed cost of such advertising. Agent may prepare and distribute advertising materials, at his/her/its own cost, provided that the same are approved in writing in advance by the Company. Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Privacy provisions of this Agreement. Agent agrees to not advertise or publish any matter or thing concerning the Company or its policy without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company. Agent is prohibited from using the Company trademarks and other intellectual property without first receiving written permission from the Company.
9. **REPRESENTATIONS.** You will not represent yourself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons age 65 or older, including but not limited to "certified senior advisor," until and unless you provide us with complete information regarding the nature of such certification and we approve in writing the use of such certification in connection with the sale of our products.
10. **RESERVATIONS.** We reserve the following rights at our discretion without liability to you: (a) to change commissions on any insurance contract form or rider upon furnishing notice to you, (b) to withdraw any insurance contract forms; (c) to change our premium rates; (d) to reject insurance contract applications or premiums without specifying cause; and (e) to unilaterally adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement and require Agent's compliance with these policies and procedures.
11. **PERSONAL PROPERTY AND FUNDS.** All materials used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us upon demand or at termination of this Agreement, whichever is earlier.
12. **TRAINING & ADVERTISING MATERIALS.** If any training materials, sales ads or similar services are furnished to the Agent by the Company, it is for the purpose of assisting the Agent. Such materials are considered to be proprietary information and the intellectual property of the Company. Agent will return all materials to the Company upon request or termination of this Agreement. Agent acknowledges that unauthorized retention or disclosure of this information or materials will damage the Company.
13. **ASSIGNMENT.** You may not assign your rights or duties under this Agreement without the prior written consent of the Company. Company may assign or otherwise transfer this Agreement or any of Company's rights, duties, or interests arising under this Agreement in its sole discretion.
14. **COMMISSION ACCOUNTING.** The Company shall furnish the Agent or Agent's direct upline with a statement on a periodic basis indicating all premiums collections, commissions earned and payments made to the Agent. Unless you notify us in writing within 30 days of the issue date of a statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

15. **TERMINATION.** This Agreement shall terminate on the earliest of the following dates:

- a. The date of death, or total or permanent disability of Agent, or the filing for dissolution, liquidation, bankruptcy, or insolvency of Agent;
- b. This Agreement may be terminated without cause by either party upon at least 30 days prior written notice, or immediately, upon written notice, for cause. This Agreement shall terminate for cause in the event of your breach of any provision of this Agreement, including, but not limited to, Agent doing or engaging in any of the following: (1) withholding or embezzling Company funds, (2) performing any fraud, misrepresentation, or dishonesty against the Company or its policyholders, or misrepresentation or omission of information regarding the Company's products; (3) inducing or attempts to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, (4) inducing or attempting to induce or solicit any Agent to leave the Company's service, (5) suffering a termination or revocation of Agent's license for cause by the Insurance Department of any state, (6) failing to pay on demand any monies due the Company or any affiliate of the Company, (7) failing to comply with the terms of this Agreement, or (8) entry of a final judgment of a felony conviction involving dishonesty or breach of trust or false statement against Agent, and the right to all commissions or other compensation thereafter payable under this Agreement, under any prior Agreement, and under any other Agreements then in force with the Company may be terminated by the Company.

16. **EFFECT OF TERMINATION.** Upon any termination of this Agreement, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Agent shall immediately and without further notice return to the Company all then undelivered policies and all other Company and private materials and property in the possession or under the control of Agent. Upon termination, Agent shall have no further authority to solicit business for the Company, or to collect money for the Company, or to represent the Company in any manner; but all other provisions of this agreement shall survive its termination. If, subsequent to termination of this Agreement, Agent shall misappropriate or impair any funds or property of the Company or any funds received on account of the Company, or fail to remit any funds due or property of the Company within ten (10) days after receipt of demand therefore, the Company shall be fully and completely discharged with respect to any and all its obligations under this Agreement, including, but not limited to, the payment of any commissions.

17. **LEGAL ACTION.** You may not institute any administrative or legal proceedings on our behalf. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend or institute any such action and expend such sums, including attorney fees, as may in our judgment be necessary and you will be required to reimburse us for all such amounts.

18. **INDEMNIFICATION.** Agent agrees to defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from, and/or relate to Agent's real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your agents or employees, in the performance of Agent's duties under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorneys' fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us. This indemnification will be in addition to any liability you may otherwise have.

19. **COMPLAINTS AND INVESTIGATIONS.** You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceeding arising in connection with the insurance contracts marketed under this Agreement. Without limiting the foregoing:

- a. You will promptly notify the Company in writing of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by you in connection with any insurance contract



marketed under this Agreement or any activity in connection with any such insurance contract and promptly upon the outcome of such investigation or proceeding.

- b. In the case of a customer complaint, you will cooperate in investigating such complaint and you shall deliver responses to such complaints to the Company for approval within the time period requested by Company, but in no event greater than three (3) business days prior to its being sent to the customer or regulatory authority.
- c. The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.

20. **CONFIDENTIALITY AND PRIVACY.** Agent shall treat as confidential all confidential information of the Company, including, but not limited to, all non-public information including proprietary information of the Company. Agent shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures. Agent agrees to comply with the Business Associate Addendum that is attached as an exhibit to this Agreement and incorporated herein. You shall also take reasonable steps to establish and implement administrative, physical and technical procedures and safeguards to ensure the confidentiality, security and integrity of customer information. You agree to comply with the Company's terms of use, policies and procedures with respect to use of Company electronic systems providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems of which you become aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law. For purposes of this Agreement, "customer information" means information in any form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased insurance contracts, as well as client lists and information, contacts, leads, Company materials, agent manuals, and records. Customer information includes nonpublic personal information, financial information, and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an insurance contract issued by the Company. Customer information does not, however, include information that is (1) generally available in the public domain and is rightfully derived or received from such public sources by you; (2) received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; (3) disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law. For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bailey Act and related federal regulations.

21. **NOTICE.** Any notices required under the terms of this Agreement shall be sent, if to the Agent at the address set forth in the agent application for appointment (or as changed by Agent by giving notice in the manner set forth herein) or electronically delivered or made available to Agent, and if to Company at the Company's address or at such other addresses as Company may from time to time designate to Agent. Any written notice to Agent required under this Agreement shall be deemed received one day following the date of mailing or delivery to Agent. Any written notice required under this Agreement to Company shall be deemed received on the date mailed, if sent properly addressed to Company by prepaid certified mail, return receipt requested, on the date actually received.

22. **SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

23. **WAIVER.** The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Agreement or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.
24. **ENTIRE AGREEMENT.** This Agreement and other written documents executed by the parties hereto, including the Agent/Agency Application for Appointment, and Business Associate Addendum attached hereto, contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This Agreement supersedes and replaces any and all other agreements between the Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior Agreement(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Agreement.
25. **AMENDMENT.** No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification or change will bind the Company, unless it is in writing signed by an officer of the Company, and specifically expresses an intention to modify or change this Agreement. Notwithstanding the foregoing, Company may amend this Agreement by providing written or electronic notice of the amendment to Agent ten (10) days or more before the amendment's effective date, and the amendment will automatically become effective without Agent's written agreement. Notwithstanding the foregoing, Company may also amend this Agreement immediately and without notice or Agent's agreement in order to comply with any applicable law effective as of the date specified in the amendment.
26. **GENDER AND NUMBER.** Any references in this Agreement to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The singular includes the plural and vice versa, to make the Agreement's scope inclusive rather than exclusive.
27. **GOVERNING LAW.** This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule.
28. **JURISDICTION, VENUE, ATTORNEY'S FEES AND COSTS; JURY WAIVER.** The Parties agree that the jurisdiction and venue for all disputes arising out of, related to, under, or in connection with this Agreement and the transactions contemplated hereunder, including for enforcement of this Agreement, shall be heard, addressed, determined, and resolved solely and exclusively in the Circuit Court for Dallas County, Texas. The Parties waive any other venue. The Parties hereto further irrevocably waive any claim that any action or proceeding brought in any such Dallas County court has been brought in an inconvenient forum. The Agent agrees that Agent shall be responsible for all costs including reasonable attorneys' fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Agreement. **THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT.**
29. **CONSTRUCTION OF AGREEMENT AND INTERPRETATION OF AMBIGUITIES.** This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof.
30. **HEADINGS.** The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
31. **COUNTERPARTS/COPIES.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same

instrument. This Agreement may also be executed electronically or via facsimile or e-mail, and electronic, facsimile and e-mail signatures shall be treated as originals for all purposes.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.**

**AGENT**

Signature X \_\_\_\_\_

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

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

**LIBERTY BANKERS LIFE INSURANCE COMPANY**

Signature X \_\_\_\_\_

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

Title \_\_\_\_\_

## EXHIBIT

### BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Agreement") is made as of the Effective Date (as defined below), by and between **Liberty Bankers Life Insurance Company** ("Covered Entity") and Agent ("Business Associate").

#### **Recitals**

WHEREAS, the Covered Entity and the Business Associate have entered into an agreement (the "Service Agreement") pursuant to which the Covered Entity may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Covered Entity with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Covered Entity. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Covered Entity and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to enter into a written agreement regarding the use and disclosure of Protected Health Information regarding the Service Agreement.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Covered Entity will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Covered Entity.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Covered Entity and the Business Associate (sometimes collectively referred to as the "Parties"), intending to be legally bound, agree as follows:

1. Definitions. The definitions provided herein apply to the use of these defined terms in the Agreement.

Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.

- a. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45 C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
- b. "*Business Associate*" shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, the Agent is the Business Associate.
- c. "*Covered Entity*" shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, Liberty Bankers Life Insurance Company is the Covered Entity.
- d. "*HITECH Act*" or "Health Information Technology for Economic and Clinical Health Act" are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
- e. "*Individual*" shall have the meaning given to such term at 45 C.F.R. § 160.103.
- f. "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
- g. "*Protected Health Information*" ("PHI") and "Electronic Protected Health Information" ("ePHI") shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
- h. "*Required by Law*" shall have the meaning given to such term at 45 C.F.R. § 164.103.

- i. “*Secretary*” shall mean the Secretary of the United States Department of Health and Human Services (“HHS”) or his or her designee.
- j. “*Security Rule*” shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.
- k. “*Unsecured Protected Health Information*” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. Obligations of the Business Associate. The Business Associate hereby agrees that it shall:

- a. not use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;
- b. use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;
- c. report to the Covered Entity, within five (5) days and in a reasonable manner, any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including the details of any security incident to include the date, nature, and scope of the incident, and response thereto;
- d. ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information, and Business Associate shall maintain confidentiality agreements with its agents and subcontractors as necessary to perform the services under the Service Agreement;
- e. make available Protected Health Information to the Covered Entity, within five (5) days and in a reasonable manner, for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
- f. make available to the Covered Entity, within five (5) days and in a reasonable manner, the information required for the Covered Entity to provide access to an individual or for the Covered Entity to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;
- g. make available to the Secretary of HHS immediately, and in no event longer than three (3) days and in a reasonable manner, all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Covered Entity necessary to allow the Secretary to determine whether the Covered Entity is in compliance with the Privacy Rule regarding the PHI under this Agreement;
- h. provide to the Covered Entity, within five (5) days and in a reasonable manner, of receiving a written request from the Covered Entity, information collected pertaining to disclosures of PHI by the Business Associate to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;
- i. mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement;
- j. document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual’s Protected Health Information in accordance with 45 C.F.R. § 164.528;
- k. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information that Business Associate creates, receives, maintains, or transmits related to or on behalf of the Covered Entity. Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and

- I. limit the use, disclosure, and request of Protected Health Information to perform or fulfill a specific function required or permitted hereunder to the minimum necessary, as defined by HIPAA, to accomplish the purpose of such use, disclosure, or request.
3. Permitted Uses and Disclosures by the Business Associate. Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity. Business Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
4. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, the Business Associate may:
  - a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
    1. any such disclosure is Required by Law, or
    2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
  - c. use the Protected Health Information to provide data aggregation services to the Covered Entity as permitted by 45 C.F.R. 164.504(e).
  - d. use Protected Health Information to report violations of law to appropriate federal and state authorities.
  - e. Prohibited Uses and Disclosures. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity of receipt of a valid HIPAA authorization.
5. Obligations of the Covered Entity. The Covered Entity will:
  - a. notify the Business Associate of any limitation(s) in its notice of privacy practices, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
  - b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information; and
  - c. notify the Business Associate of any restriction(s) on the use or disclosure of Protected Health Information that the Covered Entity has agreed to, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information.
6. Breach Notification. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Covered Entity shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall immediately, and within no event later than five (5) days of discovery of a Breach, notify the Covered Entity in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall immediately, and within no

event later than five (5) days of discovery of a Breach, provide Covered Entity with all information required by HIPAA and all information requested by Covered Entity and full details related to the Breach. Business Associate agrees that Covered Entity shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation. Business Associate shall cooperate and assist Covered Entity fully with Covered Entity in Covered Entity's investigation of any Breach, including providing access to facilities, facilitating interviews with employees and others involved in the matter, and making available all records, logs, files, systems, and data related in any way to the Protected Health Information and/or the Breach, as well as in making the notification to third parties required by law in the event of a Breach by Business Associate and/or Business Associate's agents or subcontractors. Business Associate shall bear all costs and expenses involved or related to such notification and in mitigating harm to those Individuals, and Business Associate shall reimburse Covered Entity for any costs or expenses Covered Entity incurs in relation to the Breach and in mitigating its consequences. Breach shall include for purposes of this section any actual or suspected breach of security or unauthorized use or disclosure of PHI. Business Associate acknowledges that it may be directly liable for civil and/or criminal penalties or fines upon an intentional Breach of PHI, HIPAA, and/or breach of this Agreement.

## 7. Term and Termination.

- a. *Term.* This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or upon Business Associate's receipt of any Protected Health Information, whichever is earlier. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.
- b. *Termination for Cause.* Without limiting the termination rights of Covered Entity pursuant to this Agreement and the Service Agreement, and upon Covered Entity's knowledge of a breach of the Agreement or other Breach, the Covered Entity shall either:
  1. provide five (5) days for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within this time period; or
  2. immediately terminate this Agreement if there has been a breach and cure is not feasible, as determined by Covered Entity in its sole discretion;
  3. however, if neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
  1. Except as provided in Section 7(c)(2) of this Agreement, the Business Associate shall, at its sole cost and expense, return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate for or on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Covered Entity within five (5) days of the termination of this Agreement setting forth the conditions supporting Business Associate's belief that return or destruction of the Protected Health Information is infeasible. If Covered Entity does not agree to Business Associate's belief in Covered Entity's sole discretion regarding the feasibility of return or destruction, then Business Associate shall return or destroy the Protected Health Information within ten (10) days of Covered Entity's request for such action. However, upon Covered Entity's sole determination that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Damages. The Parties agree that the remedies at law for a breach by Business Associate of the terms of this Agreement or Breach of Protected Health Information may be inadequate and that monetary damages resulting from such breach may not be readily measured. Accordingly, in the event of a breach by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such breach. In addition, in the event a Breach by Business Associate, or its agents or subcontractors, occurs, Business Associate shall, to the extent required by Covered Entity: (a) provide for such credit monitoring services as deemed appropriate by Covered Entity for at least twelve (12) months for individuals whose information may have been subject to the Breach; (b) provide for call center staffing and operations to the extent necessary to respond to inquiries by affected individuals during this period; (c) pay for any printing, mailing, postage, and other costs incurred by Covered Entity or others to send notifications of the Breach to affected individuals, media, or government authorities; and (d) to the extent reasonably practicable, determine the location of missing information and/or the party or parties that obtained or may have obtained unauthorized access to such information.
9. Indemnification. Business Associate shall defend, indemnify, and hold harmless the Covered Entity and its employees, agents, officers, directors, shareholders, members, parent companies, subsidiaries, affiliated entities, and entities under common control of Covered Entity, from and against any and all claims, causes of action, losses, liabilities, obligations, damages, costs, expenses, and attorneys' fees which the Covered Entity incurs or may incur, directly or indirectly, arising out of and/or related to, or as a result of, any Breach by Business Associate or Business Associate's agents or subcontractors, misuse of Protected Health Information, violation of HIPAA, and/or breach of this Agreement.
10. Miscellaneous.
- a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.
  - b. *Amendment.* This Agreement shall not and cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. Business Associate agrees to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws rules, or regulations, including HIPAA, as Business Associate acknowledges that the rules and regulations are expanding and evolving.
  - c. *Background Screening.* Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a satisfactory background screening under commercially acceptable standards and business standards of reasonableness for all of its employees, agents, and subcontractors with access to any Protected Health Information, and that these individuals will have passed such background screening. Business Associate agrees to update such background screening upon request by Covered Entity.
  - d. *Construction and Interpretation of Agreement.* This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any party as the preparer hereof. Any ambiguity in this Agreement shall be resolved to permit the Parties hereto to comply with the Privacy Rule.
  - e. *No Third Party Beneficiaries.* This Agreement is not intended to and does not create any rights or a private cause of action by any third party and is not intended for the benefit of any third party. There are no third party beneficiaries to or of this Agreement.
  - f. *Successors and Assigns.* This Agreement and all rights and obligations hereunder shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties.
  - g. *Survival.* The rights and obligations of Business Associate set forth in Section 7(c) hereof, and any other post-termination obligations of Business Associate, shall survive the termination of this Agreement.
  - h. *Notices.* All notices which are required to be given hereunder shall be in writing and shall be mailed to the attention of the person signing the Service Agreement or as otherwise set forth in the Service Agreement.



- i. *Headings.* The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.
- j. *Severability.* If any provision of this Agreement or application hereof is held or adjudged to be invalid or unenforceable, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.
- k. *Waiver.* No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The rights provided hereunder are cumulative and not exclusive of any rights provided by law.
- l. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, or the Privacy and Security Rules will be adequate or satisfactory for Business Associate's own purposes. Without limiting the terms of this Agreement, Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- m. *Entire Agreement.* This Agreement and the Service Agreement, including any exhibits, addenda, and amendments thereto, constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof.
- n. *Assistance in Litigation or Administrative Proceedings.* Business Associate agrees to provide requested assistance to Covered Entity in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.



Stephens-Matthews  
Marketing, Inc.

## STEPHENS-MATTHEWS MARKETING, INC.

■ PO Box 1208 ■ Beverly, OH 45715 ■ Phone: (800) 544-8250 ■ Fax: (888) 984-2614 ■

Return by fax to: 888-984-2614 or email to: [Kelly@stephens-matthews.com](mailto:Kelly@stephens-matthews.com)

### Agent Commission Electronic Funds Transfer Form

Agent/Agency Name: \_\_\_\_\_

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

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

Account Type (Please Check One):  Checking Account (22)  Savings Account (32)

**If you are authorizing electronic fund transfer either for the first time or to a different account:**

1. For checking account, please void a **pre-printed blank check** and attach here.
2. For savings account, please void a **pre-printed deposit slip** and attach here.

**We cannot accept voided checks or deposit slips with a handwritten name and address.**

3. Please transfer the numbers at the bottom of the check or deposit slip into the fields below.

\_\_\_\_\_  
Bank Routing Number

\_\_\_\_\_  
Bank Account Number

#### Authorization

I hereby authorize Stephens-Matthews Marketing, Inc. to initiate credit entries and, if necessary, adjustments for any credit entries made in error to the checking or savings account indicated above, hereinafter called depository.

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

**Please submit an updated authorization any time you change depositories.**

**Agents receiving Electronic Funds will receive  
commission statements via e-mail only.**

## 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.