

DANNY FISHER, CLU, ChFC
President

Danny@MrAnnuity.com
www.MrAnnuity.com

13140 Coit Road, Suite 102
Dallas, TX 75240-5797
972-238-1450
800-822-1450
Fax: 972-680-0562

NEW ERA LIFE OF THE MIDWEST (NEM) **Agent Contracting Instructions**

The following are requirements for you to become contracted as an agent with **NEW ERA LIFE OF THE MIDWEST INSURANCE COMPANY** in the State of **TEXAS**.

Complete and sign the following documents (Adobe.pdf fillable forms):

- 1) **APPLICATION FOR APPOINTMENT**
- 2) **GENERAL AGENT'S CONTRACT (2 copies)**
- 3) **COMMISSION SCHEDULE (2 copies)**
- 4) **IRS W-9 Form**
- 5) You **must** complete the **Annuity Training for Agents BEFORE** you submit an Application.
After reviewing the **Annuity Training for Agents** section, fill in the blanks on the **Certificate of Completion**, print out the **Certificate** page, sign it and return the **Certificate** page with your other documents.
- 6) **Certificate of Anti-Money Laundering Training**

Provide copies of the following documents:

- Current copy of your **Group 1 Texas Insurance License**.
- Provide proof that you have completed the **Annuity Certification Training Course (Texas)**.

If you have NOT completed this course, you **must** do so **BEFORE** submitting an Annuity Application. You may complete the course at www.WebCE.com or www.SuccessCE.com.

As of 09/01/2011, 8 hours of annuity specific training must be completed during the agent's 2-year Group 1 licensing period. If you have completed this additional training, please provide proof of completion. If you are exempt from the additional training, please provide a copy of the exemption letter you received from the Texas Department of Insurance.

A \$10.00 appointment fee for the Texas Department of Insurance will be deducted from your first commission check.

Send **ALL** of the above forms to **The Fisher Agency** along with your first annuity application. Do Not send as a Fax. Mail or Email are acceptable.

Thereafter, send all annuity applications directly to New Era Life.

Call us if you have any questions.

Thank you!



Sales & Service Forms are available on our website: www.MrAnnuity.com

(REV 2015-07-15)

Office Hours: 9:00 – 4:00 Monday through Thursday & 9:00 – 12:00 on Fridays



NEW ERA LIFE INSURANCE COMPANIES
Appointment Checklist



PLEASE PRINT

Agent Name: _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Fax: _____ Email: _____

Please check the appropriate box for your choice of appointment:

| New Era (NEC) | | New Era Midwest (NEMC) | | Philadelphia American Life Insurance Company (PALIC) | | Philadelphia American Life Insurance Company (PALIC) | |
|---|---------|---|---------|--|---------|---|---------|
| State | Fee | State | Fee | State | Fee | State | Fee |
| <input type="checkbox"/> Louisiana | \$20.00 | <input type="checkbox"/> Georgia | \$14.60 | <input type="checkbox"/> Alabama | \$30.00 | <input type="checkbox"/> New Jersey | \$25.00 |
| <input type="checkbox"/> North Carolina (Medicare Supplement Only) | \$10.00 | <input type="checkbox"/> Illinois (Medicare Supplement Only) | N/A | <input type="checkbox"/> Arizona | N/A | <input type="checkbox"/> New Mexico | \$20.00 |
| <input type="checkbox"/> South Carolina | N/A | | | <input type="checkbox"/> Arkansas | N/A | <input type="checkbox"/> North Carolina (Final Expense Only) | \$10.00 |
| <input type="checkbox"/> Tennessee | \$15.00 | | | <input type="checkbox"/> Illinois (Life Only) | N/A | <input type="checkbox"/> Ohio (Medicare Supplement Only) | \$15.00 |
| <input type="checkbox"/> Texas | \$10.00 | | | <input type="checkbox"/> Indiana | N/A | <input type="checkbox"/> Ohio (Life Only) | \$15.00 |
| | | | | <input type="checkbox"/> Iowa | \$10.00 | <input type="checkbox"/> Oklahoma | \$30.00 |
| | | | | <input type="checkbox"/> Kansas | \$5.00 | <input type="checkbox"/> Pennsylvania | \$15.00 |
| | | | | <input type="checkbox"/> Mississippi | \$25.00 | <input type="checkbox"/> Utah | N/A |
| | | | | <input type="checkbox"/> Nebraska | \$8.00 | <input type="checkbox"/> West Virginia | \$25.00 |

Hierarchy (Please Print)

Agency/Agent _____ Agent #/Comm Code _____

Agent _____ Agent #/Comm Code _____

Agent _____ Agent #/Comm Code _____

Sales Reps. _____ Agent #/Comm Code _____

To avoid delay with the appointment process, please sign all required documents and include when applying:

- | | |
|---|---|
| <input type="checkbox"/> Application for Appointment | <input type="checkbox"/> Completed W-9 Form |
| <input type="checkbox"/> Copy of Current State Insurance License (s) | <input type="checkbox"/> Beneficiary Form |
| <input type="checkbox"/> 2 Contracts per Company (NEC, NEM OR PALIC) | <input type="checkbox"/> 2 Commission Schedules |
| <input type="checkbox"/> Appointment Fee or completed PAC Form | <input type="checkbox"/> Direct Deposit Form |
| <input type="checkbox"/> Assignment of Commission (ONLY if commissions are payable to Agency or Corporation) | |



- NEW ERA LIFE INSURANCE COMPANY
- NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
- PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

FOR HOME OFFICE USE ONLY

Agent # _____

Eff. Date _____ Code _____

State _____ Contr Type _____ FEP _____

APPLICATION FOR APPOINTMENT**1. Print or type answers to all questions**

2. Send to: New Era Life Insurance Company
 P.O. Box 4884
 Houston, Texas 77210-4884

3. Be sure to attach

- Copy of current resident license and current non-resident license for each state you are requesting appointment.
- W-9 form with correct tax information

AGENT NAME _____

CORPORATION NAME _____

RESIDENCE ADDRESS _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

PHONE NO. _____ FAX _____

PHONE NO. _____ FAX _____

SOCIAL SECURITY NO. _____

T.I.N. _____

DATE OF BIRTH _____

EMAIL _____

INDIVIDUAL LICENSED FOR: Life A & HCORPORATION LICENSED FOR: Life A & HALL MAIL SENT TO: Home BusinessPAY COMMISSIONS TO: Self Corporation or Agency (If Corporation or Agency, please include Assignment Form)**LICENSE INFORMATION**

Resident State License Number: _____ Expiration Date: _____

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

| STATE | LIFE | A&H | LICENSE NO. | EXP. DATE |
|-------|-------|-------|-------------|-----------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

LIST COMPANIES YOU CURRENTLY REPRESENT _____

- Has your license ever been suspended or revoked? Yes No
- Have you ever been charged with embezzlement, theft, or any type of felony? Yes No
- Have you ever appeared before any State Insurance Board or Committee?..... Yes No
- Has a justified complaint ever been filed against you with an Insurance Department? Yes No
- Has any agency contract, to which you were a party, ever been canceled by an insurance company? Yes No
- Has a suit judgment ever been brought against you in connection with your insurance activities? Yes No
- Have you ever been convicted of a crime?..... Yes No
- Are you currently in debt to any insurance company or federal agency?..... Yes No

Please attach an explanation for any "Yes" answers to the above question.

INSURANCE EXPERIENCE

(Life/Health Companies)

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

How many years have you been in the insurance industry? _____

Professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU FLMI

Have you ever represented New Era Life, New Era Life of the Midwest, or Philadelphia American Life? Yes No

FAIR CREDIT REPORTING ACT DISCLOSURE

I understand that as part of the normal processing procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, or any others who are acquainted with me or my agency. This inquiry includes information regarding my character, general reputation, personal characteristics and mode of living. I have a right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

I state that to the best of my knowledge all information on the application is correct and that I am not presently, nor do I anticipate being involved in either a personal or business filing of bankruptcy.

Agent Signature _____

Date _____

Recruiter's Signature _____



Danny Fisher, CLU, ChFC

Date _____

THE FISHER AGENCY, INC.

13140 COIT ROAD #102 • DALLAS, TX 75240

972-238-1450 • 800-822-1450 • FAX: 972-680-0562

DANNY@MRANNUITY.COM • WWW.MRANNUITY.COM

COPY OF CURRENT LICENSE AND W-9 FORM MUST BE ATTACHED.

Recruiter's Comments: _____

New Era Life Insurance Company • Philadelphia American Life Insurance Company • New Era Life Insurance Company of the Midwest
11720 Katy Freeway, Suite 1700 • Houston, TX 77079 • P.O. Box 4884 • Houston, TX 77210-4884
(281) 368-7200 • (800) 713-4680 • Fax (281) 368-7282



P.O. Box 4884 ♦ Houston, TX 77210-4884
 11720 Katy Freeway ♦ Suite 1700 ♦ Houston, TX 77079
 1-800-713-4680



GENERAL AGENT CONTRACT

SECTION 1. PARTIES

This General Agent Contract (referred to as "Contract") is made by and between (select each Company below that applies),

- NEW ERA LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)
- NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST (referred to as "Company" singularly or collectively)
- PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)

and you, (Print Your Name or Entity Here) _____, and shall take effect on the date stated on page 5 of this document. This contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s), and replacement of policies on business written prior to the effective date of this Contract.

SECTION 2. APPOINTMENT

The Company (ies) selected above appoints the person or entity named above as its General Agent (referred to as "GA") as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the GA, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The GA and the Agents or Brokers recruited by or assigned to the GA may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

SECTION 3. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the GA agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the GA and Agents or Brokers recruited by or assigned to the GA.
- (b) Operate only in states where the GA and Agents or Brokers recruited by or assigned to the GA are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the GA, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the GA and the Agents or Brokers recruited by or assigned to the GA may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the GA's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the GA or the GA's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the GA or the Agents and/or Brokers recruited by or assigned to the GA at the time of application or upon delivery of an insurance policy.
- (i) Obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money Laundering training, and timely provide verification of such training to the Company or upon request by the Company.

SECTION 4. AGENT AND/OR BROKER

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the GA as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the GA, and to terminate the appointment of any such Agent or Broker, without any liability to the GA.
- (c) If both the GA and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

SECTION 5. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

SECTION 6. LIMITS OF AUTHORITY

The GA is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The GA shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The GA is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

SECTION 7. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the GA, reject applications or refund premiums for insurance policies or annuity contracts submitted by the GA or Agent and/or Broker recruited by or assigned to the GA without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

SECTION 8. INDEBTEDNESS

The GA will be responsible for the payment to the Company on demand of all monies which

- (a) The GA or Agent and/or Broker recruited by or assigned to the GA collects on the Company's behalf;
- (b) are due it because of compensation paid to the GA or Agent and/or Broker recruited by or assigned to the GA upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or
- (c) are paid or advanced to the GA or Agent and/or Broker recruited by or assigned to the GA which are not due under this Agreement. Until the Company receives all such monies from the GA or Agent and/or Broker recruited by or assigned to the GA, the same shall be a debt payable on demand and for which he/she is personally liable.

SECTION 9. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the GA under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the GA under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

SECTION 10. LITIGATION

- a) If any legal action is brought against the Company, its employees, the GA or Agents and/or Brokers recruited by or assigned to the GA, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the GA's or Agents and/or Brokers recruited by or assigned to the GA, in connection with activities hereunder, the Company may require the GA to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the GA shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the GA shall indemnify the Company for such judgment as well as all attendant costs as stated above. The GA shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the GA and Agent and/or Broker recruited by or assigned to the GA. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- b) The GA shall not commence any litigation between the GA and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall not be unreasonable withheld.

SECTION 11. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the GA on demand. The GA agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

SECTION 12. PERSONAL DEVELOPMENT AND SERVICE

The GA agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the GA or Agents and/or Brokers recruited by or assigned to the GA solicit applications, and to insure that such Agents and Brokers are so informed. The GA further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

SECTION 13. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the GA compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the GA or Agents and/or Brokers recruited by or assigned to the GA in accordance with the attached Commission Schedules.

- (a) Change in Schedule
The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the GA, provided, however, such change shall be applicable only to policies of insurance thereafter issued.
- (b) Reinsurance
If all or any portion of a policy of insurance issued by the Company through the solicitation of the GA or Agent and/or Broker recruited by or assigned to the GA is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.
- (c) Renewal Commissions on Termination, Death or Total Disability of the General Agent
If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the GA is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the GA at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the GA or the heirs or legal representatives or the GA in accordance with this Agreement.
- (d) Termination of Service Fees
In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the GA or after the termination of this Agreement for any other reason.
- (e) Conversion, Chances and Replacements
The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

SECTION 14. TERMINATION

At any time either the GA or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the GA's death, bankruptcy, or insolvency, or, in the event the GA is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the GA's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the GA:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the GA by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.
- (i) Fails to comply with all of the rules, regulations and instructions of the Company pertaining to the conduct of business covered in this Agreement.
- (j) Fails to obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money laundering training, and timely provide verification of such training to the Company or upon request by the Company.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the GA's association with the Company or afterwards that the GA has committed any of the acts described in this paragraph then the GA shall forfeit to the Company all right, title and interest in any compensation due the GA under this Agreement. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against the GA.

SECTION 15. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the GA at the GA's address according to the Company's records or to the Company at its home office, whichever applies.

SECTION 16. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer/employee or agent/principle between the GA, the Agent and/or Broker, and the Company. The relationship between the GA, the Agent and/or Broker, and the Company shall be at all times shall be one of independent contractor. The GA and the Agent or Broker shall be free to exercise their own judgment in the details of their work, the persons from whom they will solicit applications for insurance policies and annuity contracts, and the manner, time and place of such solicitation, The Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the its business covered herein. Such rules, regulations or instructions shall not interfere with the freedom of action of the GA and any Agent or Broker recruited by or assigned to the GA, although each shall nevertheless be subject to and required to comply with such rules, regulations, and instructions. The GA and any Agent or Broker recruited or assigned to the GA shall at all times be free to contract with, be appointed by or solicit business on the behalf of other insurance companies.

SECTION 17. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the GA and the Company to represent the Company.

SECTION 18. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

SECTION 19. INJUNCTION

The GA agrees that if, during this Agreement, or within two years after termination thereof; if the GA does any of the acts described in SECTION 14. TERMINATION, subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the GA does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the GA from any such act. The GA agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the GA.

SECTION 20. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The GA agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the GA or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

SECTION 21. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the GA and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

SECTION 22. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

SECTION 23. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

(Last 4 digits) Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title



P.O. Box 4884 ♦ Houston, TX 77210-4884
 11720 Katy Freeway ♦ Suite 1700 ♦ Houston, TX 77079
 1-800-713-4680



GENERAL AGENT CONTRACT

SECTION 1. PARTIES

This General Agent Contract (referred to as "Contract") is made by and between (select each Company below that applies),

- NEW ERA LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)
- NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST (referred to as "Company" singularly or collectively)
- PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)

and you, (Print Your Name or Entity Here) _____, and shall take effect on the date stated on page 5 of this document. This contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s), and replacement of policies on business written prior to the effective date of this Contract.

SECTION 2. APPOINTMENT

The Company (ies) selected above appoints the person or entity named above as its General Agent (referred to as "GA") as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the GA, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The GA and the Agents or Brokers recruited by or assigned to the GA may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

SECTION 3. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the GA agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the GA and Agents or Brokers recruited by or assigned to the GA.
- (b) Operate only in states where the GA and Agents or Brokers recruited by or assigned to the GA are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the GA, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the GA and the Agents or Brokers recruited by or assigned to the GA may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the GA's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the GA or the GA's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the GA or the Agents and/or Brokers recruited by or assigned to the GA at the time of application or upon delivery of an insurance policy.
- (i) Obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money Laundering training, and timely provide verification of such training to the Company or upon request by the Company.

SECTION 4. AGENT AND/OR BROKER

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the GA as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the GA, and to terminate the appointment of any such Agent or Broker, without any liability to the GA.
- (c) If both the GA and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

SECTION 5. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

SECTION 6. LIMITS OF AUTHORITY

The GA is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The GA shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The GA is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

SECTION 7. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the GA, reject applications or refund premiums for insurance policies or annuity contracts submitted by the GA or Agent and/or Broker recruited by or assigned to the GA without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

SECTION 8. INDEBTEDNESS

The GA will be responsible for the payment to the Company on demand of all monies which

- (a) The GA or Agent and/or Broker recruited by or assigned to the GA collects on the Company's behalf;
- (b) are due it because of compensation paid to the GA or Agent and/or Broker recruited by or assigned to the GA upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or
- (c) are paid or advanced to the GA or Agent and/or Broker recruited by or assigned to the GA which are not due under this Agreement. Until the Company receives all such monies from the GA or Agent and/or Broker recruited by or assigned to the GA, the same shall be a debt payable on demand and for which he/she is personally liable.

SECTION 9. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the GA under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the GA under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

SECTION 10. LITIGATION

- a) If any legal action is brought against the Company, its employees, the GA or Agents and/or Brokers recruited by or assigned to the GA, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the GA's or Agents and/or Brokers recruited by or assigned to the GA, in connection with activities hereunder, the Company may require the GA to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the GA shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the GA shall indemnify the Company for such judgment as well as all attendant costs as stated above. The GA shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the GA and Agent and/or Broker recruited by or assigned to the GA. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- b) The GA shall not commence any litigation between the GA and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall not be unreasonable withheld.

SECTION 11. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the GA on demand. The GA agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

SECTION 12. PERSONAL DEVELOPMENT AND SERVICE

The GA agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the GA or Agents and/or Brokers recruited by or assigned to the GA solicit applications, and to insure that such Agents and Brokers are so informed. The GA further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

SECTION 13. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the GA compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the GA or Agents and/or Brokers recruited by or assigned to the GA in accordance with the attached Commission Schedules.

- (a) Change in Schedule
The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the GA, provided, however, such change shall be applicable only to policies of insurance thereafter issued.
- (b) Reinsurance
If all or any portion of a policy of insurance issued by the Company through the solicitation of the GA or Agent and/or Broker recruited by or assigned to the GA is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.
- (c) Renewal Commissions on Termination, Death or Total Disability of the General Agent
If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the GA is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the GA at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the GA or the heirs or legal representatives or the GA in accordance with this Agreement.
- (d) Termination of Service Fees
In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the GA or after the termination of this Agreement for any other reason.
- (e) Conversion, Chances and Replacements
The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

SECTION 14. TERMINATION

At any time either the GA or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the GA's death, bankruptcy, or insolvency, or, in the event the GA is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the GA's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the GA:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the GA by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.
- (i) Fails to comply with all of the rules, regulations and instructions of the Company pertaining to the conduct of business covered in this Agreement.
- (j) Fails to obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money laundering training, and timely provide verification of such training to the Company or upon request by the Company.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the GA's association with the Company or afterwards that the GA has committed any of the acts described in this paragraph then the GA shall forfeit to the Company all right, title and interest in any compensation due the GA under this Agreement. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against the GA.

SECTION 15. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the GA at the GA's address according to the Company's records or to the Company at its home office, whichever applies.

SECTION 16. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer/employee or agent/principle between the GA, the Agent and/or Broker, and the Company. The relationship between the GA, the Agent and/or Broker, and the Company shall be at all times shall be one of independent contractor. The GA and the Agent or Broker shall be free to exercise their own judgment in the details of their work, the persons from whom they will solicit applications for insurance policies and annuity contracts, and the manner, time and place of such solicitation, The Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the its business covered herein. Such rules, regulations or instructions shall not interfere with the freedom of action of the GA and any Agent or Broker recruited by or assigned to the GA, although each shall nevertheless be subject to and required to comply with such rules, regulations, and instructions. The GA and any Agent or Broker recruited or assigned to the GA shall at all times be free to contract with, be appointed by or solicit business on the behalf of other insurance companies.

SECTION 17. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the GA and the Company to represent the Company.

SECTION 18. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

SECTION 19. INJUNCTION

The GA agrees that if, during this Agreement, or within two years after termination thereof; if the GA does any of the acts described in SECTION 14. TERMINATION, subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the GA does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the GA from any such act. The GA agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the GA.

SECTION 20. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The GA agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the GA or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

SECTION 21. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the GA and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

SECTION 22. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

SECTION 23. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

(Last 4 digits) Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title



VERIFICATION OF ANTI-MONEY LAUNDERING TRAINING

Money laundering has been identified as a serious threat to the United States economy and financial system such that Congress has enacted numerous laws governing and criminalizing this activity. These laws and regulations apply to banks and financial institutions, which include insurance companies engaged the sale of certain products defined as “covered products.” “Covered Products” include permanent life insurance, annuities and other insurance products with “cash value” or “investment features.” Group policies or annuities are not covered products.

New Era Life Insurance Companies (NELIC) is committed to combating money laundering. In an effort to prevent such practices, we will actively search for suspicious activity. If suspected NELIC will review all documentation and make a determination as to whether a Suspicious Activity Report (SAR) should be filed with the appropriate agency or authority.

New Era has a Compliance Officer as required by the Anti-Money Laundering statutes. (“AML Officer”). The AML Officer is responsible for reviewing recommendations and determining if a SAR should be filed.

You are valuable to NELIC. Likewise insurance agents and brokers are an integral part of NELIC’s anti-money laundering plan due to their contact with customers. They are typically involved in sales operations and are therefore in direct contact with customers. As a result, the agent or broker will often be in a critical position of knowledge as to the source of investment assets, the nature of the clients, and the objectives for which the insurance products are being purchased. Agents and brokers have an important role to play in assisting the insurance company to prevent money laundering.

NELIC has a written Anti-Money Laundering and Suspicious Activity Reporting Policy. It contains those events considered to be “Red Flag” events of Suspicious Activity. In an effort to ensure that NELIC is in compliance with the mandates, rules and regulations of the Anti-Money Laundering statutes it is necessary that you received the requisite Anti-Money Laundering training associated with the sale of “covered products.” If you have received such training from another financial institution that markets “covered products” under its AML Program or from a qualified vendor or third party, please execute the following verification and return to NELIC to the Department noted below. Please do so within sixty (60) days from the date noted below. If you have not received such training to date from an authorized source, please obtain such training during the sixty (60) day period and return this verification. If you fail to receive such training and/or provide verification, you may be subject to having your rights to write for NELIC revoked.

For your convenience, NELIC has posted a copy of its Anti-Money Laundering and Suspicious Activity Reporting Policy on its website under the agent account for your review. Please review the NELIC’s Policy at your earliest convenience so as to become familiar with those events considered to be “Red Flag” events and “Suspicious Activity” which requires further inquiry and possible reporting. Please note that review of the Policy is not a substitute for formal training.

Therefore, I, _____, the undersigned, hereby affirms that I received Anti-Money Laundering Training from another institution who issues insurance products identified as “covered products” or from a qualified third party on or about the _____ day of _____, _____.

I also agree to monitor all insurance and/or annuity transactions for evidence of potential money laundering and refer any suspect transactions to the Company for further review and action.

By: _____
Signature

Printed Name: _____

NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
Houston, TX

June 1, 2012

Contract # **3718**

I) Attached to and made a part of NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST Agent Contract.

II) Commission Schedule

| Plan Description | Owner Age | At Issue | End of Year Trail Commissions (If Applicable) | | | | | |
|--------------------------------|-----------|----------|---|-------|-------|-------|-------|----|
| | | | 1 | 2 | 3 | 4 | 5 | 6+ |
| Secure Choice 5 year Annuity | 0-85 | 2.00% | | | | | | |
| Secure Choice 5 year Annuity | 86-90 | 1.00% | | | | | | |
| Secure Choice 3 year Annuity | 0-85 | 1.75% | | | | | | |
| Secure Choice 3 year Annuity | 86-99 | 0.88% | | | | | | |
| Exchange Choice 5 year Annuity | 0-85 | 1.00% | 0.10% | 0.10% | 0.10% | 0.10% | 0.10% | |
| Exchange Choice 5 year Annuity | 86-90 | 0.50% | 0.10% | 0.10% | 0.10% | 0.10% | 0.10% | |
| Exchange Choice 3 year Annuity | 0-85 | 0.88% | 0.10% | 0.10% | 0.10% | | | |
| Exchange Choice 3 year Annuity | 86-99 | 0.44% | 0.10% | 0.10% | 0.10% | | | |

- ◆ Commissions and service fees equal to the percentages shown shall be paid on commissionable premiums actually received in cash and accepted by New Era Life Insurance Company of the Midwest.
- ◆ Commissions are based on the attained age (age last birthday) of the Policy Owner.
- ◆ For all annuity withdrawals within the first policy year, commission will be charged back accordingly.
- ◆ Trail commissions will be payable only on internal exchanges from existing 3 year or 5 year annuity contracts into The Exchange Choice 3 year or 5 year annuities.
- ◆ Exchange Choice trail commissions will be applied to the account value at the end of each policy year (EOY); for 3 years on the Exchange Choice 3 and for 5 years on the Exchange Choice 5.
- ◆ Cut off date for commission is the 15th and end of the month. Check will be mailed bi-monthly provided accumulated total commission is \$50.00 or more.

Name of Agent (Please Print Clearly): _____

X

Agent's Signature

Date

NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
Houston, TX

June 1, 2012

Contract # **3718**

I) Attached to and made a part of NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST Agent Contract.

II) Commission Schedule

| Plan Description | Owner Age | At Issue | End of Year Trail Commissions (If Applicable) | | | | | |
|--------------------------------|-----------|----------|---|-------|-------|-------|-------|----|
| | | | 1 | 2 | 3 | 4 | 5 | 6+ |
| Secure Choice 5 year Annuity | 0-85 | 2.00% | | | | | | |
| Secure Choice 5 year Annuity | 86-90 | 1.00% | | | | | | |
| Secure Choice 3 year Annuity | 0-85 | 1.75% | | | | | | |
| Secure Choice 3 year Annuity | 86-99 | 0.88% | | | | | | |
| Exchange Choice 5 year Annuity | 0-85 | 1.00% | 0.10% | 0.10% | 0.10% | 0.10% | 0.10% | |
| Exchange Choice 5 year Annuity | 86-90 | 0.50% | 0.10% | 0.10% | 0.10% | 0.10% | 0.10% | |
| Exchange Choice 3 year Annuity | 0-85 | 0.88% | 0.10% | 0.10% | 0.10% | | | |
| Exchange Choice 3 year Annuity | 86-99 | 0.44% | 0.10% | 0.10% | 0.10% | | | |

- ◆ Commissions and service fees equal to the percentages shown shall be paid on commissionable premiums actually received in cash and accepted by New Era Life Insurance Company of the Midwest.
- ◆ Commissions are based on the attained age (age last birthday) of the Policy Owner.
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- ◆ Exchange Choice trail commissions will be applied to the account value at the end of each policy year (EOY); for 3 years on the Exchange Choice 3 and for 5 years on the Exchange Choice 5.
- ◆ Cut off date for commission is the 15th and end of the month. Check will be mailed bi-monthly provided accumulated total commission is \$50.00 or more.

Name of Agent (Please Print Clearly): _____

X

Agent's Signature

Date

IMPORTANT COMMISSION PAYMENT INFORMATION

New Era Life Insurance Companies is pleased to provide direct deposit of your commissions into your bank account.

In order to begin direct deposit, please complete the authorization form below. Please be sure to **sign the form and attach a voided check**. The initial direct deposit processing will take approximately two weeks. You will receive an actual check for any commission due during this time.

If you change your bank account number, please notify us immediately to avoid any delays in your commission. A written request along with a new voided check must be submitted in order to change this information.

Direct Deposit Authorization

Please Complete & Return to Home Office /Commission

Agent Name: _____ **Date:** _____

Agent Number / Numbers: _____

Social Security or Tax ID Number: _____

Email Address: _____

I Authorize New Era Life Insurance Companies to initiate electronic credit entries for commissions due. Debit entries will only be made if a bank error or a commission processing error has occurred.

- Checking Account (*Attach Voided Check and Sign Below*)
- Savings Account (*Complete Bank Routing & Account No. and Sign Below*)
- Update to existing bank account information

As of _____ my bank information is as follows. In order to change the bank information,
Date

I must submit a written request along with a voided check. This authority will remain in effect until I have canceled in writing.

| | |
|--------------------------------|--|
| Financial Institution: | |
| Branch / City / State | |
| Routing & Transit # | |
| Account # | |
| Signature | |

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.