

# Bulletin

Dear Prospective Agent:

Welcome to Presidential Life!

Attached is Presidential's Writing Agent contracting packet, including the following:

- One (1) Agent Licensing Information Sheet with AML (Anti Money Laundering) requirement
- One (1) EFT Form (Electronic Fund Transfer)
- One (1) Presidential Life Writing Agent's Agreement
- One (1) IRS Form W-9

**Directions:**

- 1. **Fill in all the information requested in all three boxes** on the Agent Licensing Information sheet. **If your AML certification was completed through a company other than LIMRA, include proof** of your current AML (Anti Money Laundering) training certification.
- 2. **Execute a copy of the Agent Commission EFT form (required).**
- 3. **Execute a copy of your Writing Agent's Agreement.** Be sure to sign, date and clearly print your name in the spaces provided.
- 4. **Complete** the IRS Form **W-9 fully**. If you are licensing yourself as an individual, we need only your personal Social Security number. If you are licensing yourself as a corporation, we need your corporation Federal Tax ID number under Part I of the form. Be sure to sign and date the form.
- 5. **Include a copy of your current personal and/or corporate license**, as applicable.

**Incomplete, unsigned or undated forms  
will delay your appointment.**

If you have any questions about these licensing procedures, contact the Home Office and speak to any representative at ext. 127.

Presidential Life Insurance Company Nyack, NY 10960  
1-800-926-7599 or 1-888-PRES LIF  
[www.presidentiallife.com](http://www.presidentiallife.com)

Writing-Agent



# Bulletin

## Immediate Annuity Rate Change and Commission Reduction Effective Friday 09/23/2011

- **Immediate Annuity rates** will change on Friday, September 23, 2011.

Due to the extremely  
low interest rate environment,  
Presidential will  
**drop commission by 100 basis points**  
for All Period Certain  
Immediate Income Annuities  
without Life (SPII) .

- All annuities issued with Life Contingency (SPIA) commission will remain the same.
- **The Locking in Rates time table bulletin** can be downloaded at the following links:  
<http://tinyurl.com/3ztto4g>  
[http://www.presidentiallife.com/emailimages/bulletinrate\\_09-20-11.pdf](http://www.presidentiallife.com/emailimages/bulletinrate_09-20-11.pdf)

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# Bulletin

## Temporary Commission Schedules and Illustration Software

To all General Agents & Writing Agents:

Let this bulletin serve as notification of a temporary change to your agents contract. **Due to the current interest rate environment, commissions on All Period Certain Immediate Annuities without Life (SPII) will be temporarily reduced in order to keep the contract available for sale.** The new commission scale is effective for new business submitted on or after September 23, 2011. General Agents can download an updated commission schedule from the Agent Resource center on our website <https://arc.presidentiallife.com/>.

- **General Agents are requested to contact all existing agents and make them aware of this change.** All agents can contact their General Agent verify their new SPII commission.
- **The illustration software will be updated by the morning of Monday, September 26, 2011.** Once the update is posted, installed copies of the software should automatically update when launched.

Marketing

Presidential Life Insurance Company Nyack, NY 10960  
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[www.presidentiallife.com](http://www.presidentiallife.com)



# AGENT LICENSING INFORMATION

## AGENT LICENSING INFORMATION

### Appointing General Agency Information

GA Name: \_\_\_\_\_  
 GA Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Contact Person(s): \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Agent Information

**Business Form:** Individual: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_

(If Corporate or Partnership, list entity)

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

Date of Birth: \_\_\_\_\_ Gender (Check one): \_\_\_ Male \_\_\_ Female

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

(If Corporate or Partnership, include both SS# for the Principle of agency and Tax ID#)

Mailing Address: \_\_\_\_\_

(P.O. Box acceptable for mailing purposes.)

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

(If P.O. Box, then a physical business address **must** be listed.)

Business Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

### Line of Business

Check all lines of business that you wish to be appointed to sell:

Life: \_\_\_\_\_ Annuity: \_\_\_\_\_

USA Patriot Act and it's Anti-Money Laundering (AML) Provisions Requires **Proof of Identification**. And for AML compliance purposes, Presidential Life requires **Proof of current AML Certification**:

| Current Driver's License #   | Issue Date | Expiration Date |
|--|------------|-----------------|
| _____<br>If No Driver's License. Other Unexpired Government-Issued Identification<br>Evidencing Nationality or Residence and Bearing a Photograph. |            |                 |

AML Training Certification:

LIMRA: \_\_\_ Yes \_\_\_ No If no, include a copy of your current AML Training certification

If yes, Home Office will contact LIMRA directly for proof of certification.

### **Commission Hierarchy**

|            |         |                        |
|------------|---------|------------------------|
| Name _____ | # _____ | Commission Level _____ |
| Name _____ | # _____ | Commission Level _____ |
| Name _____ | # _____ | Commission Level _____ |
| Name _____ | # _____ | Commission Level _____ |

A copy of your current license(s) must accompany this information sheet for your appointment to be processed.

If you are not certain of your licensing status with Presidential, or if you have any questions regarding our licensing procedures, please contact Presidential Life directly at 1-800-926-7599, extension 127.

**Presidential Life Insurance Company**

Nyack, NY 10960

1-800-926-7599 or 1-888-PRES LIF

www.presidentiallife.com



# PRESIDENTIAL LIFE INSURANCE COMPANY



Nyack, New York 10960

## Commission Electronic Fund Transfer Instruction

- **Complete the request form** to begin commission EFTs and return it to the Commissions Department. Fax return to 845-675-5445. If you have any questions, please phone the Commission Department at 800-926-7599 ext. 112.
- Once the EFT request becomes active, **deposit credit should be available by Tuesday morning** following the commission cycle ending on the previous Thursday. The activation period will take approximately 10 business days to complete. During this 10-day period, commission payments will continue to be delivered in check form.
- Active agents can access the Agent Resource Center website at <https://arc.presidentiallife.com/> **to view and/or download a PDF of a current commission statement**. Click on 'register' in the log in box to register for free. To register you must have your ten digit agent number and a valid email address on file. If you experience any problems during the registration process please contact the Licensing department at 800-926-7599 ext. 127. Once you are registered you can access your commission statement online.

**For an overview of the commission feature** please go to the following Help link.  
<https://arc.presidentiallife.com/Help/content.aspx#CommissionHelp>



PRESIDENTIAL LIFE INSURANCE COMPANY  
69 LYDECKER STREET, NYACK, NY 10960  
1-800-926-7599 or 1-888-PRES-LIFE  
Fax (845) 675-5445

- I wish to enroll in Direct Deposit.
- I wish to change my bank information for Direct Deposit.

**AGENT COMMISSION EFT FORM**

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Agreement For Electronic Fund Transfer of Commission

**Upon receipt of the completed Agreement, we will update our records and future payments will be made directly to the financial institution for credit to the Payee's account.**

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_  
*Street City State Zip Code*

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

I, \_\_\_\_\_ the undersigned Payee, hereby request that all payments be sent to \_\_\_\_\_  
*Name of Bank / Financial Institution*

Bank Address: \_\_\_\_\_  
*Street City State Zip Code*

ABA Routing #

Account # \_\_\_\_\_

Select one:  Checking  Savings

\_\_\_\_\_  
*Dated Signature of Agent*

**REQUIRED: You must attach a voided check OR a deposit ticket with a micro encoded account number to this form. Otherwise, this form will be returned.**

# PRESIDENTIAL LIFE INSURANCE COMPANY

D/B/A ROCKLAND LIFE IN THE STATE OF TEXAS

NYACK, NEW YORK

GENERAL AGENT # \_\_\_\_\_

AGENT # \_\_\_\_\_

## WRITING AGENT'S AGREEMENT

THIS AGREEMENT is made by and between Presidential Life Insurance Company, hereinafter called "we", "us", or the "Company" and the Agent whose name and signature appear on the last page of this Agreement, hereinafter called "you" or "Agent".

The Parties agree as follows:

### I. Appointment

- A. This Agreement applies exclusively to forms of insurance and annuities issued by the Company which are listed on the Compensation Schedule attached to and made part of this Agreement.
- B. For as long as you are contracted to the Company, licensed and in good standing, the Company appoints you to:
  - 1. Procure applications for policies written by us, and
  - 2. Recommend qualified agents and/or brokers for appointment.

### II. Duties and Limitations of Authority

- A. You have no authority beyond that expressly stated in this Agreement. You cannot alter, extend or waive any provision in any application or policy; extend the time for payment of premiums; waive any debts; or incur any expenses or obligations for or on behalf of the Company without prior written authority from an Officer of the Company.
- B. You shall indemnify and hold the Company harmless from all losses, expenses, damages and liability resulting from unauthorized acts by you, your agents or employees.
- C. A policy shall not be delivered unless the first premium has been paid. Delivery of the policy shall be made within sixty (60) days from the issue date of the policy. Any undelivered policy shall be returned immediately by you.
- D. You are responsible for all expenses, other than underwriting costs referred to below, incurred by you or your agents in the performance of this Agreement.
- E. We will pay all customary underwriting costs, including reasonable costs to obtain medical and other information we consider necessary to determine the insurability of applicants.
- F. You agree to exercise reasonable care and diligence to assure that the policies issued under this Agreement are maintained current and in force. You shall provide services to policyholders and beneficiaries, and shall promote the interests of the Company as contemplated by this Agreement.
- G. You shall conduct your activities in accordance with the laws in your territory and with all instructions issued by the Company. You will fully and in a timely manner disclose to us all facts known by you that pertain to insurability of any applicant. We may refuse to process any application, or issue or amend any policy.
- H. You shall insure that you are licensed and trained, and remain in compliance with Company guidelines, and understand the terms and conditions of our policies and marketing literature that we provide to you.

- I. You shall keep accurate and complete records of all transactions and shall provide the Company access to inspect and copy all records and other information as they relate to business placed with us.
- J. You agree to:
  - 1. Promptly transmit to our home office applications for policies solicited by you; and
  - 2. Collect and promptly remit to us the first premiums in the form of a check made payable to the Company. No policyholder check may be made payable to you or your agents. If, however, you receive monies in any form for or on account of the Company, such monies shall constitute trust funds for us and shall be remitted immediately to the Company.
- K. You shall treat as confidential any information we furnish to you. Materials developed and/or provided by us, which pertain to our products or their content, shall remain our exclusive property. Neither you nor your employees or agents shall copy such materials without our prior written approval. This provision II(K) shall survive the term of this Agreement.

### **III. Territory**

Unless you are advised by us in writing to the contrary, you may operate under this Agreement in any territory in which we are authorized to do business and in which you are licensed and appointed with the Company. The Company reserves the right to retire from any territory, and/or to discontinue, withdraw or amend any forms of policies used in a territory without limiting our right to continue said forms in any other territory or with any other agent.

### **IV. Relationship**

This Agreement shall not be construed to create the relationship of employer and employee between you and the Company. You shall for all purposes under this Agreement be considered an independent contractor. You will not distribute any materials that in any way imply an employer-employee relationship with the Company.

### **V. Advertising**

Only materials provided by or approved in advance in writing by a compliance officer of the Company shall be used to solicit business. You shall not print or distribute any material that could be construed as consumer advertising without first obtaining written approval by a compliance officer of the Company. All illustrations must be run in accordance with currently approved interest scales provided by the Company.

### **VI. Compensation**

No compensation or financial benefits shall be payable that are not provided for in this Agreement, Compensation Schedules and Bulletins of the Company. All compensation under this Agreement shall be determined and paid in accordance with Attachment "A", Supplemental Expense Allowance Schedule.

### **VII. Termination**

This Agreement shall be terminated on the earliest of the following dates:

- 1. By any party upon thirty (30) days notice in writing to the other party;
- 2. Upon your death or permanent disability.
- 3. The date you should become bankrupt or insolvent.
- 4. The date you should fail to comply with or perform any of the terms of this Agreement or fail to pay on demand any monies belonging to or due the Company; or
- 5. The date your license is terminated by the Insurance Department of any jurisdiction.

Upon termination you shall immediately pay all sums due us and return to us, at your expense, all Company materials including rate books, illustration software, records and supplies. Neither you nor your agents will keep copies or excerpts of any Company materials.



**VIII. Settlement of Disputes**

- A. You shall have no authority to institute legal or administrative proceedings in our name unless we provide prior written approval. You shall defend any act or alleged act of yours at your own expense.
- B. You shall promptly notify an Officer of the Company if you are served with any legal papers or have knowledge of any action against us or which involves us.
- C. You agree to pay our costs and legal expenses if you are not the prevailing party in any lawsuit between you and us.

This entire section VIII shall survive the term of this Agreement.

**IX. Miscellaneous Provisions**

- A. *Effective Date.* This Agreement is not effective until approved in writing by an Officer of the Company.
- B. *Assignment.* No assignment of this Agreement or of compensation earned under it is valid unless authorized in advance in writing by an Officer of the Company.
- C. *Severability.* If any provision of this Agreement is held to be invalid, the validity of the remaining provisions will not be affected.
- D. *Entire Contract.* This Agreement and the attached Compensation Schedule are the complete Agreement between the parties. This Agreement supersedes all prior Agreements, except that this provision shall not affect any compensation payable, liabilities, or other rights and obligations that arise out of a prior agreement.
- E. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of the conflicts of law.
- F. *Notice.* All notices under this Agreement must be in writing and will be deemed given as of the day they are deposited in the U.S. Mail, first class postage prepaid; or by express mail or express service, or by FAX or telegram.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and, when approved by the Company, shall be effective as of that date.

PRESIDENTIAL LIFE INSURANCE COMPANY

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

General Agent: \_\_\_\_\_  
(Print Name)

Agent: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature of Individual or Principal)

\_\_\_\_\_  
(Signature of Individual or Principal)

## WRITING AGENT COMPENSATION SCHEDULE (NEW)

Agent shall be paid the following compensation on premiums collected on policies or contracts issued by Company on applications secured by or through Agency.

### LIFE POLICIES<sup>^</sup>

#### 1. GUARANTEED ISSUE POLICIES (GBL):

|                     | <u>1st Yr.</u> | <u>Yrs. 2-10</u> | <u>Yrs. 11+</u> |
|---------------------|----------------|------------------|-----------------|
| Graded Benefit Life | 50%            | 3%               | 1.0%            |

In the event the death of an insured under a Guaranteed Issue Policy occurs during the first policy year, first year Compensation paid on the policy shall be charged back against Agent's account, as follows:

| <u>If death occurs during months</u> | <u>Charge back</u> |
|--------------------------------------|--------------------|
| 1-6                                  | 100%               |
| 7-12                                 | 50%                |

#### 2. SIMPLIFIED ISSUE LIFE (SIWL):

| <u>1st Yr.</u> | <u>2nd Yr.</u> | <u>3+4 Yr.</u> | <u>5 Yr.</u> | <u>6-10Yr.</u> | <u>Yr 11+.</u> |
|----------------|----------------|----------------|--------------|----------------|----------------|
| 50%            | 6%             | 5%             | 3%           | 1%             | .25%           |

### ANNUITIES<sup>^</sup>

#### 1. SINGLE PREMIUM DEFERRED ANNUITIES (SPDA)

| Age to Nearest Birthday | Liberty 1 Yr. | Liberty 2 Yr. | Liberty 3Yr. | Liberty 4 Yr. |
|-------------------------|---------------|---------------|--------------|---------------|
| 0-75                    | 3.00%         | 2.50%         | 2.00%        | 1.00%         |
| 76-80                   | 2.50%         | 1.50%         | 1.00%        | 1.00%         |
| 81-85                   | 1.67%         | 1.00%         | 1.00%        | 0.75%         |
| 86-90                   | 1.67%         | 1.00%         | 1.00%        | 0.75%         |

| Age to Nearest Birthday | Patriot SPDA | SPDA 23 4 Yr. | SPDA 23 5Yr. | SPDA 23 6 Yr. |
|-------------------------|--------------|---------------|--------------|---------------|
| 0-75                    | 3.00%        | 1.00%         | 1.50%        | 2.00%         |
| 76-80                   | 2.50%        | 1.00%         | 1.50%        | 2.00%         |
| 81-85                   | 1.67%        | 0.50%         | 0.90%        | 1.00%         |
| 86-90                   | 1.67%        | 0.33%         | 0.33%        | 0.33%         |

1a. Compensation is reduced on all Internal Rollovers.

#### 2. FLEXIBLE ANNUITIES - No Load Flexible Premium Retirement Annuity, 401(k)

| Age   | <u>FLEX 1st Year</u> | <u>FLEX Years 2-10</u> |
|-------|----------------------|------------------------|
| 0-75  | 3.50%                | 2.50%                  |
| 76-80 | 2.60%                | 1.90%                  |
| 81-85 | 0.75%                | 0.25%                  |

### ANNUITIES<sup>^</sup> (continued)

#### Deferred Annuity Charges:

In the event of death or withdrawal within the first policy year, the Agent shall immediately reimburse the Company as follows:

- 100% of Compensation Paid During First 6 months
- 50% of Compensation Paid During Last 6 months
- Partial Withdrawals shall be pro-rated.

#### 4. GROUP TERMINAL FUNDING. 1st Year

2%

#### 5. SENTINEL SINGLE PREMIUM DEFERRED BENEFIT ANNUITY (SPDBA)

Premium up to \$3,000,000 2.5%

#### 6. SINGLE PREMIUM IMMEDIATE INCOME (SPII), SINGLE PREMIUM IMMEDIATE ANNUITY (SPIA) (60 months or more).

Premium up to \$5,000,000 2.5%

(For Amounts of \$5,000,000+ CALL HOME OFFICE for approval and compensation)

#### 6a. SHORT-TERM SINGLE PREMIUM IMMEDIATE INCOME (less than 60 months).

| <u>Number of Months</u> | <u>Commission</u> |
|-------------------------|-------------------|
| 24 - 29                 | 1.12%             |
| 30 - 35                 | 1.38%             |
| 36 - 41                 | 1.67%             |
| 42 - 47                 | 1.94%             |
| 48 - 53                 | 2.22%             |
| 54 - up                 | 2.50%             |

(This area left blank intentionally)

<sup>^</sup> Check Product Approvals Listing.

## **Compensation Schedule Notes**

### **Commissions and Expense Allowance**

1. Total compensation shall consist of commission and expense allowance. Total compensation shall not exceed compensation limits as set forth in Section 4228 of the New York State Insurance Law.
2. No compensation shall be paid on any portion of a premium paid by conversion credit or policy change credit.
3. When a new policy is issued, and an existing Company policy on the same life terminates within six (6) months before or after issue of the new policy, no first year compensation will be paid on the new policy, except to the extent the new policy annual premium exceeds the old policy annual premium.
4. If any policy written under this Agreement shall cease to be in force on a premium-paying basis for a period of ninety (90) days and subsequently be reinstated, no further renewal commission will be paid to the contracted agent unless the reinstatement is procured through him or her.
5. A compensation schedule other than the Compensation Schedule on the reverse of this page may be established at the Company's sole discretion.
6. No expense allowance will be payable after the termination of this Agreement.

### **Service Fees**

While a policy is premium-paying and this Agreement remains in force, except as otherwise provided, the Company will pay a Service Fee in year 11 and thereafter.

### **Charge back policy**

In addition to the conditions outlined in the Compensation Schedule under which a compensation charge back may occur, charge back may also occur upon

- (a) annuitization of a deferred annuity contract during the first five policy years, under current rules then in effect; and
- (b) when withdrawals, other than Required Minimum Distributions, in excess of a contract's applicable 10% surrender charge-free withdrawal privilege are taken.

If amounts subject to charge back rules are not repaid to the Company within 30 days of request for such funds, the Company shall have the right to deduct the amount in arrears from any future amounts payable to the contracted agent.

### **Miscellaneous**

1. The agent shall be responsible for medical fees not authorized by the Company.

## Request for Taxpayer Identification Number and Certification

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

|   |   |   |
|---|---|---|
| <b>Print or type<br/>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 (required): <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) ▶   |   |
| 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).

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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