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UPSTREAM LIFE INSURANCE CO. (ULI) Agent Contracting Instructions

- 1) Complete & sign all ULI forms in this package
- 2) Complete **ULI Product Specific Training** (Copy of Acknowledgement Page included on p 23.)
- 3) Include copy of **Group I Texas Insurance License**
- 4) Include copy of **Errors & Omissions** coverage
- 5) **AML - Anti-Money Laundering Training** (Required Bi-Annually)
 - ULI uses LIMRA for AML training. You must have completed AML Training within the last 2 years **BEFORE** submitting an Annuity Application. Annual AML Training is available at <https://aml.limra.com>.
 - For most people, your Username at LIMRA is your National Producer Number (NPN). If you do not know your NPN, you can look it up at: <https://www.nipr.com/PacNpnSearch.htm>.
 - ULI will also accept AML training from www.WebCE.com, www.SuccessCE.com, or www.QuestCE.com.
- 6) Include copy of **Annuity Certification Training Course (Texas)** also known as the "NAIC Suitability Training Certificate."
 - **This is a ONCE in a Lifetime Course four hour course!** The Texas Department of Insurance (TDI) requires that **ALL** Texas resident agents must complete a four (4) hour Annuity Certification Training Course **BEFORE** they sell, solicit or negotiate a contract for an annuity or represent an insurer in relation to ANY type of annuity, including; fixed, variable, equity index, deferred or immediate.
 - The rule applies to **ALL** Texas Resident Agents, including those agents who are "grandfathered" from Continuing Education courses.

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.
- 7) Include copy of **Continuing Education Requirements for Annuities**
 - If you have been licensed less than 20 years, the TDI requires **8** hours of annuity specific training to be completed during an agent's 2-year Group I licensing period.
 - "**Grandfathered**" agents are **EXEMPT** from additional annuity CE requirements if you have been continuously licensed for at least 20 years, with no break in licensure greater than 90 days. Most companies require that you submit proof that you are exempt via an Exemption letter from the TDI.
 - To request an exemption letter, fax a completed TDI Form # **LHL216** to the TDI at **512-490-1054**. The TDI Form # **LHL216** form is available on line at:
<http://www.tdi.texas.gov/forms/finagentlicense/fin517.pdf>

- 8) You can submit your Agent Contracting Forms with your first annuity application.

Please send ALL Agent Contracting Forms to The Fisher Agency:

Contracting@MrAnnuity.com or FAX to: 972-680-0562.

Call us if you have any questions.



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

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

Policies Issued By:

Upstream Life Insurance Company

Administrative Office

P.O. Box 813, Brownwood, TX 76804

P: 877-346-1607 | F: 913-492-9998

licensing@brokersedgeal.com

Thank you for your interest in Upstream Life Insurance Company.

Please make sure the following forms have been completed before submission.

Remember that the contracting process is not complete until all paperwork has been received and approved by Upstream Life.

REQUIRED DOCUMENTS

- Independent Producer Contract Appointment Application and Agreement
 - (A W-9 must be attached for the producer to whom the commissions are being assigned.)
- Independent Producer Contract
- Independent Producer Disclosure Form
- Include Copy(s) of Current Insurance License(s), Individual and Corporate
- Include Copy(s) of Errors and Omissions Certificate of Insurance
- Anti-Money Laundering Certificate by LIMRA
- NAIC 4 Hour Annuity Training
- Product Specific Training Requirements

OPTIONAL DOCUMENTS

- Independent Producer Direct Deposit Authorization Form (EFT)
- Independent Producer Assignment of Commissions
 - (A W-9 must be attached for the entity to whom the commissions are being assigned.)
- Independent Producer Beneficiary Designations for Commissions

Return all paperwork up-line. Your up-line agent will then forward your paperwork to Upstream Life Insurance Company for contracting.

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STATES			
Check all states you wish to apply for Appointment as an Independent Producer			
<input type="checkbox"/> Arizona	<input type="checkbox"/> Illinois	<input type="checkbox"/> Missouri	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Indiana	<input type="checkbox"/> Montana	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Colorado	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Texas
<input type="checkbox"/> Delaware	<input type="checkbox"/> Maryland	<input type="checkbox"/> Nevada	<input type="checkbox"/> Utah
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New Mexico	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Idaho	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Wyoming
NEW BUSINESS			
<input type="checkbox"/> New business pending or submitting new business with this appointment application. <i>(If multiple, please attach)</i>			
Owner's Name		State of Sale	Application Sign Date
APPLICANT INFORMATION			
Last Name	First Name	Middle Name	
Company Name – <i>(If Agency is being contracted)</i>			
What Type of Company – <i>(If Agency is being contracted)</i>			
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> D/B/A <input type="checkbox"/> Disregarded Entity			
Former Name(s)			
Resident Address	City	State	Zip County
Mailing Address	City	State	Zip
Business Address	City	State	Zip
Date of Birth (MM/DD/YYYY)	SSN / FEIN	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Resident Phone	Business Phone	Email Address	
Fax	National Producer Number	Other:	
Notes – <i>if any</i>			

ERRORS AND OMISSIONS COVERAGE

Note: Errors and Omissions certificate of insurance required.

Are you currently covered by Errors and Omissions insurance coverage? Yes No

If yes, what type of policy are you covered under? Individual Corporate

Carrier

Policy Number

Expiration Date

You are required to maintain Errors and Omissions insurance coverage at all times with policy limits of at least \$1,000,000 per claim / \$1,000,000 annual aggregate, or such other limits as we may require from time to time.

QUESTIONNAIRE

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control.

If you answer “yes” to any questions (c) through (j), then you must attach an explanation and related documents (e.g. orders, settlement agreements, SEC. 1033 waiver, etc.).

- a. Have you ever applied for a contract with Upstream Life Insurance Company? Yes No
- b. Do you hold a securities license? Yes No
 If Yes, who is your Broker/Dealer: _____
 CRD #: _____
- c. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? Yes No
 (Other than for noncompliance with continuing education or renewal fee requirements)
- d. Have you ever had a complaint filed, a regulatory inquiry/investigation, an arbitration, been fined, had any disciplinary action taken against you, or been sued by an insurance department, NASD, state securities office, attorney general or any other regulatory agency? Yes No
- e. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? Yes No
- f. Are you presently involved in any litigation or are there unsatisfied judgements or liens (including state or federal tax liens) against you? Yes No
- g. Have you ever been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor, or, are you now under indictment? Yes No
 If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business.
 (See 18 U.S. Code Sec. 1033)
- h. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business? Yes No
- i. Have you ever been discharged from any employment or had a producer contract terminated for reasons other than low production? Yes No
- j. Do you currently have a pending bankruptcy or have you filed for bankruptcy in the last 7 years? Yes No

Note: Any post initial application for contracting adverse actions that may be taken against you in regard to questions (c) through (j) must be reported to Upstream Life Insurance Company within 5 days of such change.

ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT

- I have completed Anti-Money Laundering (AML) training online via LIMRA
- I have completed Anti-Money Laundering (AML) training via another insurance company or a third party provider submitted to the requirements of the USA PATRIOT Act. *I have provided suitable proof of the alternate training.*
- I have not yet taken the Anti-Money Laundering (AML) training, but I am aware that I must submit proof of training prior to solicitation of new business or within 30 days of appointment.

PRODUCT TRAINING ACKNOWLEDGEMENT

- I have completed the required company product training online.
- I have not yet completed the required company product training online, but I am aware that I must submit proof of training prior to solicitation of new business.

UP-LINE / CORPORATION / IMO / CONTACT INFORMATION

UP-LINE INFORMATION	Up-line Name		
	Up-line Phone	Up-line Fax	Up-line Agent #
CORPORATION / IMO INFORMATION	Corporation/IMO Name ProVision Brokerage, LLC		FEIN
	Names on Corporate/IMO License		
	Corporate/IMO Address 12222 Merit Drive, Dallas, TX 75251		
CONTACT INFORMATION	<i>For contracting questions, please contact:</i>		
		Phone	Email

DECLARATION AND AUTHORIZATION

By my signature below, I acknowledge that I have read the attached copy of the Independent Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of Upstream Life Insurance Company. I am not appointed to represent Upstream Life Insurance Company listed above until and unless this Application is accepted by the company. Upon acceptance of my application, the Contract shall consist of this Application, the Independent Producer Contract attached hereto, and any changes thereto the Upstream Life Insurance Company make from time to time, as posted by the Company or as Upstream Life Insurance Company may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

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.

Independent Producer Signature	Date (MM/DD/YYYY)
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CONSUMER REPORT AUTHORIZATION

Authorization and Release for Use of Consumer Reports

In making this application for an Independent Producer Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to up-line producer(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector One network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize the Company to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

For California, Minnesota and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

Business Information Group	Vector One	NAIC
PO Box 541	PO Box 12368	2301 McGee Street, Suite 800
Southampton, PA 18966	Scottsdale, AZ 85267-2368	Kansas City, MO 64108-2662

Pursuant in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.

Yes No

I also authorize the Company to share with the Company affiliates and/or subsidiaries with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Company to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

Independent Producer Signature	SSN
Independent Producer Name	Date (MM/DD/YYYY)
Independent Agency Name – <i>(If Agency is being contracted)</i>	

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Producer Name

*As stated in "Independent Producer Contract Appointment
Application and Agreement"*

Contract Date

This Contract is made between Upstream Life Insurance Company and affiliate(s) and its predecessors, successors and/or assigns ("We", "Our" and "Us") and the person, firm or corporation named above ("You").

1. APPOINTMENT

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the attached addendums. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You agree to make reasonable efforts to determine the insurable needs and interests and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their insurable needs and interests and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or Company practice. You may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warrants regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that insurance current contract dividends or interest, or any contract values based on current dividends or interest, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf.

2. INDEPENDENT CONTRACTOR

You are our independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to

the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain rules, policies, guidelines and operating procedures with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. For commissions paid on all premiums, you are an independent contractor and are responsible for withholding and reporting any and all taxes, such as federal, FICA, state withholding and any local self-employment taxes on your commissions.

3. AUTHORITY OVER PRODUCERS

You are our independent contractor. You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received compensation from us (referred to as “your producers”). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers’ compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You are responsible for all tax reporting that may be required with respect to your producers, including any withholding and reporting such as federal, FICA, state withholding and any local self-employment taxes.

4. COMPANY’S EXCLUSIVE AUTHORITY

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

- a. Modify or amend any insurance contract;
- b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c. Modify the conditions under which any insurance contract may be sold;
- d. Discontinue or withdraw any insurance contract from your state(s);
- e. Cease doing business in your state(s);
- f. Establish rules governing the commissions to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g. Determine the amount of commissions to be paid on insurance contracts not enumerated herein;
- h. Make charges for rejected, undelivered or reissued insurance contracts;
- i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

5. LICENSE

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

6. RECEIVING PREMIUMS

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle policy owner premiums with your personal funds or with your agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

7. ADVERTISING

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business. Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to our Advertising Guidelines.

8. DELIVERY OF POLICIES

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

9. RETURN OF PREMIUM/CHARGEBACKS

At any time, we may reject, decline, cancel, rescind, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. At any time, we may cancel or rescind any insurance contract for any reason and at our sole discretion and we may return the premium or any portion thereof to the contract owner. You are not entitled to any compensation with respect to any returned premiums, or on any insurance contracts that are rescinded, declined or canceled by us for any reason. Upon our written demand, you will return to us any commission or other compensation paid to you and/or your producers on insurance contracts that are rejected, canceled, rescinded, not taken, or modified, and/or on returned premiums. Any such compensation that is not returned to us upon our written demand will become an indebtedness of yours. With respect to insurance contracts which are canceled within the "free look" period, we will chargeback to you the entire commission and/or other compensation paid on such insurance contract. You will return to us within five (5) days of written demand any commissions and/or other compensation due to us with respect to this paragraph.

10. OTHER COMPANY POLICIES, PROCEDURES AND GUIDELINES

You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we publish from time to time. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your sub-producers abide by all such policies, procedures and guidelines that we may establish from time to time, including, without limitation, our Premium Finance Guidelines, our Market Conduct and Compliance Practices and the requirements of federal and state law or regulation. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you. You are required to maintain Errors and Omissions (E&O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual

aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E&O coverage as we may reasonably request from time to time, but at a minimum annually. You acknowledge and agree that the Company may withhold all commissions and/or other compensation due to you pursuant to this Contract until you provide satisfactory evidence of the minimum E&O coverage limits described above. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E&O coverage. Failure to maintain said E&O coverage may result in your suspension or termination of your contract.

11. PRIVACY OF CUSTOMER INFORMATION

We may from time to time provide you with certain non-public personal financial and health information on our customers for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products in the ordinary course of our business to carry out the joint marketing and/or marketing services of our products. You will keep all information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards to protect the confidentiality of such customer information, consistent with current law.

12. CONTRACT NON-ASSIGNABLE

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to our prior security interest and right of offset. All other rights under this Contract are personal to you and may not be transferred or assigned by you.

13. COMPENSATION

Compensation, fees and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the Commission and/or Service Fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. If commissions are payable to you by an up-line producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorney's fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary. We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

No compensation or other fees will be paid on premiums waived under the provisions of any policy procured by you or any of your sub-producers.

14. INDEMNITY AND INDEBTEDNESS / RIGHT TO SET-OFF

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers. This indemnity and hold harmless will extend to any indebtedness you or your producers incur (including the costs of collection and attorney's fees including, but not limited to, commission chargebacks as described in paragraph 9 of this Contract). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake. You grant to us a first priority security interest in all compensation payable to you to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of offset against any such compensation or any other monies paid or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 9.75% per year, as amended from time to time upon notice to you.

15. TERMINATION

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (non-corporate) contract, or if you are a partnership, LLC or corporation, upon any event legally or contractually causing the dissolution of that entity. We may terminate this Contract "for cause" immediately upon written notice to your last known address. "For Cause" shall include, but not be limited to, the following:

- a. you withhold, embezzle or misappropriate any money or other property belonging to us, to a policy owner or to an insured;
- b. you subject us to a liability;
- c. you fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over you or us, or with our rules and operating procedures, including without limitation those rules and procedures set forth in our Compliance Guide and our OFAC and AML policies and procedures;
- d. you commit a material breach of this Contract;
- e. you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
- f. you fail to pay any indebtedness to us upon demand;
- g. you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h. you are not a duly licensed insurance agent/producer;
- i. you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts; or
- j. you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause, no further compensation will be payable hereunder. Except as otherwise provided, first year and renewal commissions will be fully vested as premiums are applied only if termination is without cause. Upon termination with or without cause, no further service fee commissions or performance and persistency bonus payments, if any, will be payable, and supplies and all other property and materials, including marketing materials and company business cards, furnished by us will be returned to us within ten (10) days. In addition, any bonus plan and finance plan payments, if any, will cease upon any termination of this contract, unless agreed to otherwise by us in writing.

Following termination with or without cause, we may withhold any compensation or other monies payable to you for a period not to exceed 365 days.

16. **SUSPENSION**

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance agency or department, the Financial Industry Regulatory Authority, Inc., or any other governmental or quasi-governmental entity. During the period of suspension, suspended producers may not take any action to solicit or procure applications for our products, directly or through producers, brokers or employees. Furthermore, during the period of suspension, suspended producers will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will not exceed three (3) months or such longer period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

17. **ARBITRATION**

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Notwithstanding this, you and we agree that only the Company has the right to waive the provisions of this paragraph, at its sole and absolute discretion. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Texas law without resort to conflicts of laws rules and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Texas District Court and transferred to any other jurisdiction. Such arbitration will be held in Austin, Texas.

18. **NON-INTERFERENCE**

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, for a period of three (3) years following termination of this Contract, directly, indirectly, or through others, induce or urge any policy owner, after termination of this Contract, to lapse, exchange, surrender or otherwise terminate any policy, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Austin, Texas, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

19. **CONTRACT BINDING ON PRINCIPALS**

In the event that you are contracting with us as a corporation, partnership, LP, LLC, or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of

this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the producer.

20. **CONSENT TO ELECTRONIC AGREEMENT & NOTICE**

In the event that you enter into this Contract by electronic means, you hereby agree and consent that this Contract shall be legally binding upon your estate, heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

21. **PRIVACY**

You agree to keep all non-public personal and confidential information private and to have such personnel, training, facilities and procedures in place to comply with all laws and regulations. All lists of insureds, leads, contacts, materials, sales aids, producer's manuals, records and so on are proprietary and confidential and are not to be provided to anyone other than Our agents without written consent.

22. **ENTIRE AGREEMENT**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract, waiving any right under this Contract, or amending any term of this Contract and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party, unless both parties agree otherwise by making a specific reference to this section.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of its rights or privileges hereunder or affect its rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein. The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Independent Producer Contract Appointment Application and Agreement signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law. In addition, the parties to this Contract agree that if the provisions of Paragraph 17 of this Contract (Arbitration) are waived by the Company, or are otherwise unenforceable, the parties agree that an appropriate court in only the State of Texas shall have exclusive jurisdiction over any and all disputes that may arise from or with respect to this Contract, consent to such subject matter and personal jurisdiction in Texas, and agree that proper venue exists therein.

This Contract is executed below and upon our approval of the attached Independent Producer Contract Appointment Application and Agreement.

Producer Signature

FOR ADMINISTRATIVE OFFICE USE ONLY

Date of effective appointment (MM/DD/YYYY) _____.

Company Officer Signature, Name & Title

Producer Name

Producer Number

As stated in "Independent Producer Contract Appointment Application and Agreement"

As a part of my ongoing duties as an independent producer with Upstream Life Insurance Company, I am required to disclose any adverse action taken against me including, but not limited to, lawsuits, complaints and criminal charges. I am hereby disclosing the following occurrence(s):

1. Date of Occurrence	
2. State	
3. Nature of Occurrence	
4. Description of Penalty/Charge	

Please fax or email completed forms and any documentation related to the disclosed occurrence to Upstream Life Insurance Company at contracting@upstreamlife.us or 888-272-9502. Attach additional pages as necessary.

Producer Name	Producer Number
Producer Signature	Date (MM/DD/YYYY)

Producer Name

Producer Number

*As stated in "Independent Producer Contract Appointment
Application and Agreement"*

DEPOSITORY INFORMATION

Depository Institution

Address

City

State

Zip code

ACCOUNT INFORMATION – A copy of a **VOID CHECK required** for automatic deposit.

- CHECKING ACCOUNT**
- SAVINGS ACCOUNT**

Name on Account

9-Digit Routing Number

Account Number

[Authorization on next page.]

AUTHORIZATION

I (We) hereby authorize credit entries to my (our) checking or savings account in the Depository Institution named above, and I (we) authorize the depository institution to accept and to credit the amount of such entries into my (our) account. If funds that I am (we are) not entitled to are deposited into my (our) account, I (we) authorize you to direct the depository institution to return such funds.

This authorization is to remain in full force and effect until written notification is received from me (us) of its termination in such time and manner as to afford the Company a reasonable opportunity to act upon it.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

The following statement is required by the IRS: Under penalty of perjury, I certify that the number shown on this form is my correct Social Security Number and I am not subject to backup withholding. I certify that I am not under guardianship, nor have I made any assignment, pledge, or executed any document affecting ownership or right to any monies due or to become due under this contract, and further that no proceedings in bankruptcy are pending to which I am a party.

This form dated at (City/State) _____ on the ____ day of _____, 20____.

Producer Signature

SSN / FEIN

Telephone

Joint Signature (if Joint, both must sign)

SSN / FEIN

Telephone

Please fax or email completed forms and any documentation related to this form to Upstream Life Insurance Company at contracting@upstreamlife.us or 888-272-9502.

Commissions are paid directly to you by default using Check Pay or EFT (Electronic Funds Transfer). Use this form to assign commissions to a business entity.

- Payment options have the choice of either EFT (Electronic Funds Transfer) or Check Pay.
- EFT will generate each period and be in your bank account within approximately two business days.
- Check Pay will generate a check each period.

<p>Default Option: Commissions generate to your Social Security Number (SSN) and are paid directly to you by either check or to the bank listed on your EFT Form.</p> <p>a. You will receive a 1099-Misc.</p>	<p>Assignment of Commissions to a Business Entity: Commissions generate to a business entity Tax Identification Number (TIN or FEIN) and pay to the business entity.</p> <p>a. By electing this option, you instruct Upstream Life Insurance Company to assign all commissions AND tax liability to the business entity per the terms below.</p> <p>b. The business entity will receive a 1099-Misc.</p>
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This form is effective for all life insurance applications submitted by the Producer to Upstream Life Insurance Company (the “Company”) beginning on the date this form is executed but not before the date the Company receives this form. Once Company takes receipt of this executed form, Producer and Company have created an agreement wherein Producer instructs Company to pay all appropriate commission amounts directly and solely to business entity. This assignment shall be subject to the terms and conditions of the Producer’s contract. Producer specifically agrees that such payment will discharge Company’s payment obligation as set out in the Producer’s contract or any other payment contract.

This agreement will terminate under the following circumstances: (1) Company takes receipt of appropriate written notification from Producer requesting an assignee change combined with an explicit release of the assignment of commissions from the business entity rendering this agreement null and void; (2) Company takes receipt of appropriate written notification from Producer requesting an assignee change because business entity has ceased to exist; (3) Company, in its sole discretion, terminates this agreement; or (4) dissolution of Assignee. In all circumstances, Producer and business entity agree to allow Company sufficient time to process the termination request.

Producer hereby irrevocably releases any and all interest in and to any commissions and hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any resulting payment of any such Commissions, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action. The terms of this agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Please complete and send this form to contracting@upstreamlife.us or 888-272-9502 ONLY if you are choosing Assignment of Commissions to a Business Entity.

ASSIGNMENT OF COMMISSIONS

By signing this form, I certify that my title is current, accurate and that I am authorized to act on behalf of the entity listed below.

Business Entity Name		TIN or FEIN
Business Entity Address		
Business Entity Authorized Signature	Title	Date (MM/DD/YYYY)
Producer Name		Producer Number
Producer Signature		Date (MM/DD/YYYY)

Producer Name

Producer Number

As stated in "Independent Producer Contract Appointment Application and Agreement"

Have you ever wondered what would happen to your commissions from the sale of Upstream Life Insurance Company policies that are payable after your death? The short answer is that your renewal income stream would become part of your estate.

This form can assist with settling your future estate matters by allowing you to designate a specific beneficiary (or beneficiaries) for your commissions or by changing a previous designation.

Since commissions may be payable for many years after your death, a specific designation as to who is to receive your future commission income avoids the need to keep your Estate open for a long period of time.

You will want to keep the following points in mind:

- Commissions earned but not paid prior to a person's date of death are considered "income in respect of a decedent" or IRD by the Internal Revenue Service. IRD refers to those amounts to which a decedent was entitled as gross income, and which would have been included on the decedent's income tax return, but death intervened before the decedent received the income. This means that if the commissions to be paid the producer while living were inculcable as income, then those commissions are income to a beneficiary after an producer's death.
- A beneficiary who receives IRD will pay tax, at the beneficiary tax rate, on that income in the same manner as the decedent would have. Consequently, a beneficiary in a lower tax bracket may benefit more from receiving IRD than a beneficiary in a higher tax brackets.
- The recipient of IRD may be entitled to an income tax deduction for any estate taxes paid by an estate on an IRD item.
- If more than one person receives IRD of the same decedent, each recipient is entitled to only a proportional share of the income tax deduction.
- As with all estate planning issues, you should contact your own tax advisor to review your estate plan to assess the potential impact of designating a beneficiary for your Upstream Life commissions.

Producer Information	Producer Name				Producer Number	
	Street Address		City	State	Zip	
	Email Address		Date of Birth	SSN / FEIN	Telephone	
BENEFICIARY INFORMATION						
Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship	
	<input type="checkbox"/> Contingent Beneficiary					
	Last Name		First Name	Middle Name		
	Street Address		City	State	Zip	
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:				
Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship	
	<input type="checkbox"/> Contingent Beneficiary					
	Last Name		First Name	Middle Name		
	Street Address		City	State	Zip	
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:				
Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship	
	<input type="checkbox"/> Contingent Beneficiary					
	Last Name		First Name	Middle Name		
	Street Address		City	State	Zip	
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:				
Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship	
	<input type="checkbox"/> Contingent Beneficiary					
	Last Name		First Name	Middle Name		
	Street Address		City	State	Zip	
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:				
Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship	
	<input type="checkbox"/> Contingent Beneficiary					
	Last Name		First Name	Middle Name		
	Street Address		City	State	Zip	
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:				

Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship
	Last Name		First Name		Middle Name
	Street Address		City	State	Zip
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:		
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	Last Name		First Name		Middle Name
	Street Address		City	State	Zip
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
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	Last Name		First Name		Middle Name
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Beneficiary (Attach signed & dated sheet if multiple)	<input type="checkbox"/> Primary Beneficiary <input type="checkbox"/> Contingent Beneficiary	% share	Date of Birth	SSN / FEIN	Producer Relationship
	Last Name		First Name		Middle Name
	Street Address		City	State	Zip
	Email Address		Telephone		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
	<input type="checkbox"/> Distribute the proceeds per stirpes		Notes:		

By signing below, I revoke all previous designations of beneficiaries and designate the following beneficiaries to receive, in the event of my death, all commissions accrued or accruing, payable under the provisions of any agency contracts and agreements between the undersigned and Upstream Life Insurance Company. This designation does not apply to amounts payable under any deferred compensation or similar plan that may be offered by the company. I reserve the right to revoke or change this beneficiary designation. Any such revocation or change will be effective when recorded in the home office during my lifetime. The interest of any beneficiary shall be subject to any indebtedness I owe to Upstream Insurance Company.

This form must be received by the Company within 60 days of the signature date. Please fax or email completed forms and any documentation related to the disclosed occurrence to Upstream Life Insurance Company at contracting@upstreamlife.us or 888-272-9502.

Producer Signature	Producer Name	Date (MM/DD/YYYY)
Witness Signature	Witness Name	Date (MM/DD/YYYY)

SECURE FOUNDATION
SECURE LEGACY
MYGA SERIES

TRAINING COMPLETION ACKNOWLEDGEMENT

Please sign and return this training completion form to us via Fax 888-272-9502 or by email contracting@upstreamlife.us.

As an independent producer of Upstream Life Insurance Company (the "Company" or "Upstream"), it is important that you understand the Company's guidelines on sales suitability, regulatory compliance and market conduct. Upstream protects its policyholders by holding itself and producers to the highest of compliance and market standards, as evidenced in our business guidelines. By accepting appointment with the Company, you agree to be bound by the provisions of the guidelines which have been adopted by the Company. Should you have any questions about any of the material included in the guidelines, please feel free to call the Marketing Department at 833-850-8198 or marketing@upstreamlife.us.

Producer Statement: By signing below, I acknowledge that I have reviewed and completed this Producer Training in its entirety.

Producer Signature

Date

Producer Name

Producer Number

Marketing Organization Affiliation

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.